



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

I & P Contracting Services Pty Ltd and Thorpdale Contracting Services Pty Ltd in partnership T/A Able On-Site Services
(AG2021/6355)

ABLE ON SITE SERVICES AND CFMEU AND YALLOURN POWER STATION & OPEN CUT MINE 2020

Building services

COMMISSIONER CIRKOVIC

MELBOURNE, 6 AUGUST 2021

Application for approval of the Able On Site Services and CFMEU and Yallourn Power Station & Open Cut Mine 2020.

[1] I & P Contracting Services Pty Ltd and Thorpdale Contracting Services Pty Ltd in partnership T/A Able On-Site Services (the Applicant) has made an application for approval of an enterprise agreement known as the *Able On Site Services and CFMEU and Yallourn Power Station & Open Cut Mine 2020* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 30 July 2021.

[3] On 30 July 2021, my Chambers sent correspondence to the parties seeking to address concerns with certain aspects of the Agreement and invited the parties to address these matters. The concerns were as follows:

- The Commission sought a revised signature page with the Employer's Post code in the address;
- The Commission requested submissions with respect to Agreement pre-approval requirements;
- The definition of a shiftworker for the purposes of the NES; and
- Better off overall concerns with respect to the exact test time that applies to the Agreement and clause 8.2.4 with respect to trainees.

[4] The Applicant provided submissions on the above concerns and has submitted an undertaking in the required form dated 6 August 2021. The undertaking deals with the following topics:

- The Applicant has inserted a National Employment Standards (NES) precedence clause.
- The test time for the purposes of the Agreement is 9 July 2021.
- Clause 8.2.4 of the Agreement with respect to trainees is to be deleted.

[5] A copy of the undertaking has been provided to the bargaining representative and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative supported the undertakings.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to terms of the Agreement.

[7] The “Construction, Forestry, Maritime, Mining and Energy Union”, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 January 2024.



COMMISSIONER

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<AE512654 PR732597>

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

Able On Site Services and CFMEU and Yallourn Power Station &
Open Cut Mine 2020

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1. TITLE OF AGREEMENT

This agreement shall be known as the Able On Site Services and CFMEU and Yallourn Power Station & Open Cut Mine 2020.

2. PARTIES BOUND

This Agreement shall be binding on:

- 2.1 I & P Contracting Services Pty. Ltd. & Thorpdale Contracting Services Pty Ltd (ABN 55 230 739 280) ("Employer");
- 2.2 Construction, Forestry, Mining & Energy Union (CFMEU) (C&G Division); and
- 2.3 Employees of the Employer covered in this Agreement.

3. SCOPE AND APPLICATION

- 3.1 This agreement shall apply to the Employer activities at the Yallourn Power Station & Mine and its employees engaged to work in the classifications shown in table at clause 12 'Rates' of this Agreement.
- 3.2 The rates of pay and conditions of employment in this Agreement cannot be used as a basis for altering existing rates of pay or allowances on any other site not covered by this Agreement.

4. RELATIONSHIP TO PARENT AWARD

- 4.1 The terms of the *Manufacturing and Associated Industries and Occupations Award 2020*, or its successor award(s) ("Award"), as varied from time to time, are incorporated into this Agreement. However, variations to the Award that are detrimental to the employees covered by this Agreement will not be incorporated.
- 4.2 If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- 4.3 Despite clause 4.1, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.
- 4.4 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- 4.5 Further, existing over Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

5. DURATION

This Agreement shall take effect from 7 days after the Agreement is approved by the Fair Work Commission and will operate until 31 January 2024.

6. CONTRACT OF EMPLOYMENT

- 6.1 The size of the workforce and classification mix of the Employer will vary in accordance with the work program at hand at a given period and will consist of an appropriate mix of full time, part time, casual and fixed term employees.
- 6.2 Part Time
 - 6.2.1 This clause recognises that some employees may prefer to work on a part-time basis to accommodate their family responsibilities or other particular circumstances.

- 6.2.2 The Employer and an employee can agree in writing to the employee working on a part time basis.
- 6.2.3 A part-time employee is an employee who works on a part-time basis involving a regular pattern of hours which shall average less than 36 hours per week.
- 6.2.4 Hours
- (a) Before commencing as a part-time employee, the employee and the Employer must agree upon the ordinary hours to be worked by the employee, the days upon which they will be worked and the starting and finishing times.
 - (b) The terms of the agreement contained in clause 6.2.4(a) or any variation to it shall be in writing and retained by the Employer (for sake of completeness, any variation in writing can be by way of a text message). A copy of the agreement and any variation to it shall be provided to the employee by the Employer.
- 6.2.5 Accrual of Entitlements
- All entitlements shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 36.
- 6.2.6 Ordinary Spread of Hours of Work
- (a) The spread of hours in which ordinary hours of work can be worked by part-time employees is equal to the ordinary spread of hours set out in clause 10.2.
 - (b) A part-time employee shall not be required to work outside of the hours agreed under the contract of employment (or any variation to those hours) unless urgent and/or unforeseen circumstances intrude. In such a case the overtime provisions of this Agreement shall apply.
- 6.2.7 Overtime
- A part-time employee who is required by the Employer to work in excess of the hours agreed upon in accordance with clause 6.2.4 or outside the ordinary hours of work as defined in clause 6.2.6 shall be paid for such work in accordance with the overtime penalties.
- 6.2.8 Public Holidays
- Where the part-time employee's normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall receive double time and a half.
- 6.2.9 Rate of Pay
- An employee engaged on a part-time basis shall be paid per hour 1/36 of the gross weekly ordinary all-purpose rate of pay plus any applicable allowances.
- 6.3 Casuals
- 6.3.1 A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate on the basis of one thirty-sixth of the weekly wage prescribed in this agreement for the work classification plus a casual loading of 25%.

- 6.3.2 The loading constitutes part of the casual employee's all-purpose rate. Casual employees are not entitled to public holidays, annual leave, personal leave, carer's leave or compassionate leave nor are casual employees entitled to parental leave, except in the circumstances prescribed by the National Employment Standards.
- 6.3.3 It is the Employer's intention that casuals will be employed for a minimum of 1 day (8 hours) for each engagement. Wherever practicable, casuals will be given a minimum of one hour's notice of termination.
- 6.4 Fixed Term
- 6.4.1 When it is practical to package works up as a project, fixed term employment is offered for a minimum period of five (5) months or varied by agreement between the parties. One (1) week's pay in lieu of notice (as severance) will be paid at the end of the employment period.
- 6.4.2 Fixed term employees retain the rights and entitlements of full-time employees during the period of their employment. Such employees are advised of their status and the duration of their employment at the time of recruitment.
- 6.5 Training
- Employees will, after appropriate training, perform all duties commensurate with the skills and competencies they possess. This requires recognition of appropriate skilling and will depend upon the employee accepting the training and being competent to utilise those skills which are incidental and peripheral to their core skills. Currently work in the Power Station is to be undertaken as per the team concept forming the Alliance between EnergyAustralia Yallourn and the Employer. Work in the mine is to be undertaken as per the concept forming the Alliance between RTL and the Employer.
- 6.6 Transfer
- 6.6.1 It is recognised that from time to time to meet the needs of employees and the Employer; employees may be required to transfer, to other sites operated by the Employer or those within the consortium. Unless forced by a reduction in workforce size, such transfers will be by agreement between the employee and manager.
- 6.6.2 An employee temporarily transferred to another site other than the Yallourn Power Station Sites will work under the conditions of the relevant industrial instrument for that site or this Agreement, whichever is most advantageous to the employee.

7. APPRENTICES

- 7.1 State or Territory legislation to apply to apprentices.
- 7.2 The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.
- 7.3 Operation of State Laws
- 7.3.1 In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulations are not inconsistent with this Agreement in which case the provisions of this Agreement will prevail.
- 7.3.2 Where it is consistent with State legislation, an apprentice may be engaged under a Training Agreement approved by an Apprenticeship Authority, provided the qualification outcome specified in the Training Agreement is consistent with that established for apprenticeship in the trade training packed determined from time to by the Utilities

7.4 Apprenticeship authority shall mean

7.4.1 In Victoria the State Training Board of Victoria.

7.4.2 In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The employer shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

7.4.3 An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.

7.4.4 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the apprenticeship authority with the State but shall not exceed three months.

7.4.5 Except as provided in this clause where otherwise stated all conditions of employment specified in the Agreement shall apply to apprentices. The ordinary hours of employment of apprentices shall not exceed those of the relevant tradesperson.

7.4.6 The period may be varied with the approval of the Apprenticeship Authority provided that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under the terms of this Agreement.

7.4.7 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at time which would prevent their attendance in training consistent with the contract or training agreement.

7.4.8 No apprentice shall work under a system of payment by results.

7.5 Transition provisions

Any person engaged as an apprentice at the date this Agreement commenced operation shall be deemed to be an apprentice for all purposes of this Agreement until the completion or cancellation of their apprenticeship contract.

7.6 Apprentices attending Technical College on RDO

An apprentice working under a particular work cycle in accordance with this Agreement who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.

7.7 Effect on period of apprenticeship of lost time

If during the period of apprenticeships an apprentice has served less than the ordinary working days prescribed by this Agreement or has been unlawfully absent from work, for every day short or absent the apprentice shall serve an additional day in the apprenticeship period.

7.8 Wages

The weekly rate of wages for apprentices shall be the undermentioned percentage based on a 100% tradesperson:

Year	Percentage
First Year	45%

Second Year	55%
Third Year	75%
Fourth Year	88%
Fifth Year	100%

8. NOTICE OF TERMINATION

8.1 For sake of completeness, this clause does not apply to casual employees.

8.2 In order to terminate the employment of a permanent employee, the employer or the employee shall give to the other party the following notice or (at the employer's discretion) payment in lieu thereof for the whole or part of the notice period:

Period of continuous service	Period of notice
Up to one year	1 week
1 year and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

8.2.1 Permanent employees over 45 years of age, who have worked a minimum of 2 years continuous service, will be granted an additional week's notice period by the employer.

8.2.2 During the period of notice of termination given by the employer, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

8.2.3 Upon termination of employment, wages due to an employee shall be paid within the next pay period from the date of termination.

8.2.4 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct
- (b) to apprentices
- (c) to employees engaged for a specific period of time or for a specific task or tasks
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement
- (e) to casual employees.

8.2.5 The Employer shall provide a written statement specifying the period of employment and the classification of the type of work performed by the employee.

8.2.6 Where an employee ceases employment and has an RDO accrual, that accrual will be paid out at double time, except in the case whereby the accrual has occurred due to the employee requesting such accrual for personal reasons in which case the accrual will be paid at ordinary time.

8.2.7 If the employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to one week of the ordinary time rate of pay for the period of notice.

- 8.2.8 Where Family Picnic Day falls within the duration of the employee's notice period, the day will be treated separately and not counted as part of the notice period

9. INDUCTIONS

All employees, including sub-contractors, prior to commencing work on any plant, shall be required to attend and successfully complete an induction program. The site-specific inductions that the Employer requests individuals to complete will be paid for by the Employer for the time taken to complete.

10. NORMAL WORKING HOURS AND RDO's

- 10.1 The ordinary hours of work shall be 36 hours per week exclusive of meal breaks between Mondays to Friday. The ordinary hours of work will be averaged over the roster work cycle.
- 10.2 The ordinary hours of work shall be worked continuously except for meal breaks between 6:00 am to 6:00 pm or as agreed between the effected employees and employer to meet the work program requirements.
- 10.3 The parties recognise that the nature of the operation, the usual work cycle and the rostering arrangements applicable to the work will require employees to work public holidays from time to time.
- 10.4 Day work employees may work a 9-day fortnight Monday to Friday with every second week incorporating a Rostered Day Off. RDOs would normally be taken on a Monday, unless otherwise agreed between the Employer and Employee.
- 10.5 A condition of the RDO arrangements will be the provision of adequate maintenance coverage on a 10-day fortnight basis.

See Attachment B RDO management.

11. EMPLOYMENT CATEGORIES AND RATES OF PAY

The Employer will employ individuals in the following categories:

- 11.1 Advanced Tradesman
- 11.2 Tradesman
- 11.3 Semi-Skilled.

12. RATES

- 12.1 An employee is entitled to be paid the weekly rate for his or her classification as set out in this table. These rates are inclusive of all allowances unless specifically stated elsewhere within this agreement. Increases will apply from the first full pay period on or after the date shown.

		Total all- purpose rate Effective:	Total all- purpose rate Effective:	Total all- purpose rate Effective:
		Commencement Date	1-Feb-22	1-Feb-23
		5%	2.50%	2.50%
Able 11.2(131%)	Advanced Tradesman	\$2,490.26	\$2,552.52	\$2,616.33
Able 9.5	Advanced Tradesman	\$2,291.19	\$2,348.47	\$2,407.18

Able 8 (115%)	Advanced Tradesman	\$2,161.36	\$2,215.39	\$2,270.77
Able 7 (110%)	Advanced Tradesman	\$2,074.78	\$2,126.65	\$2,179.82
Able 6 (105%)	Advanced Tradesman	\$1,988.21	\$2,037.92	\$2,088.87
Able 5 (100%)	Tradesman	\$1,901.65	\$1,949.19	\$1,997.92
Able 4.3 (98%)	Semi-Skilled	\$1,867.01	\$1,913.69	\$1,961.53
Able 4.2 (97%)	Semi-Skilled	\$1,849.71	\$1,895.95	\$1,943.35
Able 4.1 (96%)	Semi-Skilled	\$1,832.40	\$1,878.20	\$1,925.16
Able 4 (95%)	Semi-Skilled	\$1,815.08	\$1,860.46	\$1,906.97
Able 3 (90%)	Semi-Skilled	\$1,728.53	\$1,771.74	\$1,816.04
Able 2 (85%)	Semi-Skilled	\$1,641.95	\$1,683.00	\$1,725.07
Able 1 (80%)	Semi-Skilled	\$1,555.39	\$1,594.27	\$1,634.13

- 12.2 To determine the applicable hourly rate of pay, use the above table and divide the weekly rate by 36.

13. PAYMENT OF EARNINGS

- 13.1 All monies payable under this Agreement shall be paid weekly or fortnightly by electronic transfer of funds into an account nominated by the employee with a bank or other financial institution.
- 13.2 Upon termination of employment, the Employer shall state to each employee in writing, the total amount of wages and other payments to which the employee is entitled, details of any deductions made and the net amount being paid to each employee in accordance with the provisions in this agreement.
- 13.3 Details shall include:
- 13.3.1 Name
 - 13.3.2 Hours of work
 - 13.3.3 Allowances paid
 - 13.3.4 Classification
 - 13.3.5 Leave entitlements: (Annual Leave, Roster Days Off (RDO))
 - 13.3.6 Superannuation contributions
 - 13.3.7 Deductions made
 - 13.3.8 Year to date earnings
 - 13.3.9 Base pay rate.
- 13.4 Where employees are paid by electronic funds transfer, if for reasons beyond the control of the employer and the employee, the transfer of funds is not affected at the nominated day, the

employer may advance the employee an agreed amount, to be repaid by the employee on the day the wages are credited to the employee's account.

13.4.1 If the employee does not repay the money as required, the employer will be entitled to withhold the amount involved from the employee's future wages or other entitlements.

13.4.2 If an error is made and the amount credited to the employee's account exceeds the entitlement, the employee shall observe the procedure described in the preceding sentence.

13.4.3 If the amount is less than the employee's entitlement, the employer shall pay by cash or cheque the amount of the shortfall.

13.5 Where employees are paid by electronic funds transfer, if for reasons within the employer's control, the transfer of funds is not effected at the nominated day in addition to the arrangements set out in the preceding paragraph, the employer will reimburse to any employee adversely affected by the delay any penalties, costs or fees incurred by the employee as a result of the delay or failure of the electronic funds transfer being effected at the nominated day.

14. OVERTIME

14.1 All employees will be expected to work reasonable overtime at the request of the Employer on any day of the week including Saturdays, Sundays & Public Holidays. When overtime work is necessary it must be so arranged that employees (including casuals) have at least 10 consecutive hours off duty between the work of successive working days. An Employee is deemed to have commenced the 10-hour break at the end of the Employees last shift.

14.2 If an employee is required to recommence work prior to having 10 consecutive hours off duty, the employee will receive 200% until such time that they have received 10 consecutive hours off duty.

14.3 Payment for overtime for employees covered by the agreement will be paid at double time all hours and double time and a half for public holidays.

Examples of overtime arrangements are shown in Attachment 'F'

14.4 Overtime will be paid for work completed outside of the hours set out in clause 10, other than where an employee is engaged on shift work and entitled to receive a shift loading.

14.5 Minimum Payment – Monday to Friday

A Day work employee required to work overtime on a Monday to Friday, shall be paid a minimum of hours at the appropriate penalty rate.

State	Minimum hours
Victoria	1 hours

14.6 Minimum payment – Saturday, Sunday, Rostered Day Off or Public Holiday

A Day work employee required to work overtime on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this Agreement, shall be paid a minimum of hours at the appropriate penalty rate.

State	Minimum hours
Victoria	4 hours

14.7 Days in Lieu

A day in lieu system will be provided. Days in lieu will be paid out completely in the first pay prior to each pay increase (i.e. every 12 months). Days in lieu banked will never exceed 10 days. Days in lieu cannot be banked if the employee has a leave balance in excess of 40 days.

14.8 Cancellation of temporary shift or overtime – Agreed

Where an Employee receives less than 24 hours' notice of cancellation for the pre-arranged temporary shift / overtime the employee will be entitled to four hours normal time payment. Where an employee has arrived on-site for pre-arranged temporary shift/overtime and that temporary shift/overtime is cancelled without prior notification, the employee will be entitled to 4 hours double time, a meal allowance and a travel allowance.

15. SHIFT WORK

- 15.1 For the purpose of this agreement a shift worker means an employee who works to a roster and in doing so is entitled under this Agreement to a shift allowance.

Refer to Shift Guidelines Attachment A.

- 15.2 All work undertaken on an afternoon or night shift will be paid a loading of 30% per hour.

- 15.3 Shift workers, for all time worked in excess of the rostered shift hours shall be paid at the rate of double time except in each case when the time is worked:

15.3.1 by arrangement between the employees themselves; or

15.3.2 On a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the Employer to deduct payment for a day.

- 15.4 The parties understand that the Client's business requirements will frequently necessitate the Employer's employees performing work on shift. In some cases, schedules will require the implementation of shift work for short periods with minimal notice. Refer to Shift Guidelines – Attachment A.

- 15.5 Definitions

Shift Work	Rostered work carried on with consecutive shifts of employees occurring between Monday and Friday.
Afternoon Shift	Any shift finishing after 6:00pm and at or before midnight.
Night Shift	Any shift finishing subsequent to midnight and at or before 8:00am.

- 15.6 Shift work Rosters

Shift work rosters shall be posted on the notice boards and shall specify the commencing and finishing times of ordinary hours and the respective shifts.

- 15.7 Variation by Agreement

Rosters may be varied by agreement between the parties on site in which case the notice provisions provided for in this clause will not apply.

- 15.8 Loading for First Seven Days

15.8.1 Notwithstanding anything contained elsewhere within this clause, an employee during the first seven weekdays on an employee's roster shall be paid a shift loading of 100% for each afternoon or night shift actually worked. For rotating shifts, this is also applicable for employees moving from day shift to afternoon or night shift.

15.8.2 If there is any break in the shift roster, only one loading will apply for each outage.

15.8.3 The Employer may transfer employees to different tasks that form part of the overall program being carried out without incurring additional loadings. In cases where an employee is directed to perform work on other major tasks not contained in the original program, the employee will be entitled to the 100% loading for the first seven weekdays on the roster for each afternoon and night shift actually worked.

15.8.4 In circumstances where a day worker works on a shift work task for the whole day, then the meal break for such day work employees shall be inclusive of ordinary hours.

15.9 Shift Loadings Not Cumulative

Shift loadings prescribed in this clause are not cumulative.

15.10 For sake of completeness, loadings (overtime, penalty etc) do not stack.

16. FARES & TRAVEL

16.1 Employees will be paid a fare and travel allowance per journey and on each RDO according to the amounts set out in the table below:

Fare and travel payable	Amount	
01-April-2020	\$38.47	per day worked
01-February-2021	\$39.43	per day worked
01-February-2022	\$40.42	per day worked
01-February-2023	\$41.43	per day worked

16.2 Employees may be required to transfer to other work sites. If this occurs a fares and travel allowance will be paid as prescribed in the table below to cover all travel if they use their own vehicle in lieu of the Fares and Travel in the above table.

Travel over 50Km	Amount	
01-April-2020	\$0.85	per kilometre
01-February-2021	\$0.87	per kilometre
01-February-2022	\$0.89	per kilometre
01-February-2023	\$0.92	per kilometre

17. OUTAGE ALLOWANCE

The following outage allowance for planned Major and Integrity outage work for the period of the outage only.

17.1 Payment will be for all work performed on the relevant unit only and will be paid for each hour worked on an all-purpose basis.

17.2 For major outages two weeks pre outage and one-week post outage work shall attract the outage allowance for specified scaffold works, turbine/generator works and de-lagging / lagging of plant for access only.

17.3 For other planned outages the outage allowance will be paid for outages shown on the approved station outage schedule as being longer than 10 days in duration. This excludes outages where the machine has been laid down as not being required for service.

17.4 In the mine, whenever a large machine (dredger, stacker...etc.) or a system is taken out of service for greater than 10 days to enable planned major works to be carried out, the outage allowance is payable for works associated with the outage program.

- 17.5 Mine outages do not attract the pre or post outage allowance.
- 17.6 Mobilisation of huts, supply and connection services, procurement, preparation and delivery of materials, planning and overhaul works, do not attract pre-outage allowance. Employees who are taken off works attracting outage allowance to attend to emergency works will not be disadvantaged.
- 17.7 Power Station Outage Allowance:

Date payable from	Allowance
1 April 2020	\$2.05per hour
1 Feb 2021	\$2.10 per hour
1 Feb 2022	\$2.15 per hour
1 Feb 2023	\$2.21per hour

- 17.8 Mine Outage Allowance:

Date payable from	Allowance
1 April 2020	\$2.60 per hour
1 Feb 2021	\$2.67 per hour
1 Feb 2022	\$2.74 per hour
1 Feb 2023	\$2.80 per hour

18. MEAL ALLOWANCE

- 18.1 An employee who works approved planned or unplanned overtime shall either be provided with a meal by the Employer or paid an allowance as set out below:

Date payable from	Allowance
1 April 2020	\$17.76 per occurrence
1 Feb 2021	\$18.21 per occurrence
1 Feb 2022	\$18.66 per occurrence
1 Feb 2023	\$19.13 per occurrence

- 18.2 Meal allowances for Overtime worked in conjunction with normal working hours are payable as follows:

Meal allowances for overtime	Allowance
Less than 1.5 hours	Nil
After 1.5	1
After 4 hours	2
After 8 hours	3
After 12 hours	4

- 18.3 Meal allowance is not payable for hours worked at penalty rates associated with temporary shift or 10-hour break.
- 18.4 Meal allowances for Weekends, Public Holiday, Special Day Off, Rostered Day Off, Call In.

Meal allowances for overtime	Allowance
Less than 4 hours	Nil
After 4 hours	1
After 8 hours	2
After 12 hours	3
After 16 hours	4

NOTE: Meal allowance is not payable for hours worked at penalty rates associated with temporary shift or 10-hour break.

19. CALL INS

- 19.1 All employees will be expected, on occasions, to come into work after hours to meet work requirements of emergencies.
- 19.2 Such attendances, wherever possible, will be voluntary.
- 19.3 If no employee volunteers to attend a call-in management may elect to utilise other persons to undertake the call-in work.
- 19.4 Conditions which apply to Call ins are:
- 19.4.1 Call ins response will be nominally one (1) hour from the time of receiving a call to the time of reporting to the nominated officer on site.
- 19.4.2 Where an Employee not engaged on continuous shift work works overtime on a Sunday, Public Holiday or RDO which continues after 9.30PM and is scheduled to work the following day then they will be entitled to a 10-hour break.
- 19.4.3 Call ins will be paid at double time.
- 19.4.4 Minimum payment for Call ins will be four (4) hours at the appropriate overtime rates as per the Agreement.

20. LEAVE PROVISIONS/PUBLIC HOLIDAYS

20.1 Public Holidays

- 20.1.1 Employees shall be entitled to the following Public Holidays without loss of pay:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday

- (f) Labour Day
- (g) Anzac Day
- (h) Queen's Birthday
- (i) Melbourne Cup Day
- (j) Christmas Day
- (k) Boxing Day

- 20.1.2 Casual employees are not entitled to payment for any absence on a Public Holiday.
- 20.1.3 Anzac Day "substitute day" will be recognised if gazetted by the Victorian Government.
- 20.1.4 Subject to this clause where New Year's Day, Australia Day, Christmas Day or Boxing Day fall on a Saturday or Sunday the following weekday(s) will be the Public Holidays.
- 20.1.5 Where in a State or Territory or locality within a State or Territory an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality thereof, other than by those covered by Federal Awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed then such day shall be deemed to be a holiday for the purposes of this Agreement, for employees covered by this Agreement who are employed in the State, territory or locality in respect of which the holiday has been proclaimed or ordered as required.
- 20.1.6 By agreement between the employer and the employee, other days may be substituted for the said days.
- 20.1.7 Any hours worked on a public holiday falling during a temporary shift work between midnight to midnight of the public holiday, will be paid for those hours worked in accordance with clause 14 Overtime.

20.2 Annual Leave

- 20.2.1 Permanent Employees will be entitled to 4 weeks' Such leave will be exclusive of Public Holidays and shall be taken following consultation and approval of the Employer to meet the requirements of the work program. RDO's accrue during annual leave Annual leave should be taken annually. The maximum amount of leave credited that an individual may accrue should not exceed forty (40) days (which includes any purchased annual leave) at any time. Payment of Annual Leave and proportionate leave on termination shall be at the rate of ordinary time earnings (applied to the Accrued Hours) plus 17½ % loading.
- 20.2.2 Where an employee takes annual leave his/ her entitlement for the duration of the annual leave will be paid on completion of the pay period immediately prior to commencement of the leave if so requested by the employee.
- 20.2.3 The employer and employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement, leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after at least 14 days' notice due to the employer.
- 20.2.4 Where the employer is a successor, assignee or transmittee of business, if an employee was in the employment of the employer bound by this Agreement at the time when they became such successor or assignee or transmittee, service with the employer's predecessor shall be deemed to be service of the employer.

- 20.2.5 If a public holiday falls within an employee's annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then extra time equivalent to the public holiday is added to the employee's annual leave.
- 20.2.6 If an employee is entitled to Sick / Personal Leave whilst on Annual Leave, then the Sick Leave provisions within the agreement shall apply and the time is credited back to Annual Leave account provided a medical certificate is supplied.
- 20.3 Family Picnic Day
- All employees (including casuals employed on the Friday or weekend prior to and or on the day after Picnic Day), employed on site, will be entitled to attend the Picnic day (first Monday in December) without loss of pay provided that proof of attendance (Picnic Ticket supplied) where practicable is given to the employer. Where the business needs require individuals to work on this day, a substitute day shall be provided. Proposals for varying this day shall be by agreement between the effected employees and employer.
- 20.4 Long Service Leave
- Long Service Leave will be governed by and taken in accordance with the Co-Invest Scheme and applicable underpinning legislation.
- 20.5 Compassionate Leave
- 20.5.1 On each occasion the Employer will allow up to two days leave with normal pay to employees (other than casual employees) who suffer a death in the immediate family or where a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to his or her life.
- 20.5.2 The term "immediate family" includes the employee's spouse (including a former spouse, de facto spouse and a former de facto spouse) and the following relatives of either the employee or the employee's spouse being:
- (a) Child (including adopted child, stepchild, ex nuptial child and adult child)
 - (b) Parent
 - (c) Grandparent
 - (d) Grandchild
 - (e) Sibling
 - (f) Niece/nephew
 - (g) Any step relation of the above kind.
- 20.6 Community Service Leave
- 20.6.1 The employee shall be entitled to community service leave in accordance with the National Employment Standards. Where an employee on weekly employment has received a subpoena or has been called by the Crown as a Crown Witness, the employee shall be granted the necessary time away from work without loss of pay.
- 20.6.2 Where an employee has received a private subpoena or has been called as a private witness, the employee is not paid by the Employer, but should advise the Court that reimbursement for the loss of wage is required. The Employer will provide necessary assistance to enable reimbursement.

20.7 Payment for Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

20.8 Proof and notification of jury service

20.8.1 An employee shall notify the employer as soon as possible of the date which they are required to attend for jury service.

20.8.2 Further the employee shall give the employer proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

20.9 Personal/Carer's Leave

20.9.1 Permanent Employees will accrue 10 days' paid personal leave for each year of employment.

20.9.2 Paid personal leave accrues on a pro-rata basis, is cumulative and is not paid out upon termination of employment.

20.9.3 To calculate personal leave accrual for an Employee, take the total number of Ordinary Working Hours that have been worked by the Employee and divide by 26.

20.9.4 Personal leave may be used as:

- (a) "Sick leave" - in the event of personal illness or injury; or
- (b) "Carer's leave" - to provide care or support to a member of the Employee's Immediate Family or household, who requires care and support due to:
 - (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.

20.9.5 The term 'immediate family' includes the employee's spouse (including a former spouse, de facto spouse and a former de facto spouse) and the following relatives of either the employee or the employee's spouse being:

- (a) Child (including adopted child, stepchild, ex nuptial child and adult child)
- (b) Parent
- (c) Grandparent
- (d) Grandchild
- (e) Sibling
- (f) Niece / nephew
- (g) Any step relation of the above kind.

20.9.6 An employee is entitled to a further two days' unpaid carer's leave in any year if the employee has utilised their entire paid carer's leave entitlement.

Personal Leave and Workers' Compensation

20.9.7 Employees are not entitled to personal leave for any period in respect of which they are entitled to workers' compensation.

20.10 Domestic Violence Leave

20.10.1 This clause applies to all Employees, including casuals.

20.10.2 Definitions, in this clause:

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

(b) Family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

20.10.3 A reference to a spouse or de facto partner in the definition of family member in clause 20.10.2(b)(ii) includes a former spouse or de facto partner.

Entitlement to unpaid leave

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

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

Taking unpaid leave

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

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

Service and continuity

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

Notice and evidence requirements

20.10.7 Notice

- (a) An Employee must give their Employer notice of the taking of leave by the Employee under clause 20.10. The notice:

- (b) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (c) must advise the Employer of the period, or expected period, of the leave.

20.10.8 Evidence

- (a) An Employee who has given their Employer notice of the taking of leave under clause 20.10 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 20.10.4.

Confidentiality

20.10.9 Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 20.10.8 is treated confidentially, as far as it is reasonably practicable to do so.

20.10.10 Nothing in clause 20.10 prevents an employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

20.10.11 Compliance

20.10.12 An Employee is not entitled to take leave under clause 20.10 unless the Employee complies with clause 20.10.

20.11 Purchasing additional annual leave

Permanent Employees who are eligible for annual leave, and whose accrued balance of annual leave is not greater than 30 days, may apply to purchase a maximum of two weeks' Additional Annual Leave (AAL) per annum on the following basis:

20.11.1 Employees must have a minimum of 12 months' service before applying for AAL (includes fixed-term employees)

20.11.2 The amount of AAL requested must be of either one week, or two weeks' duration.

20.11.3 When taking annual leave, an employee's AAL balance will be used in the first instance, rather than their accrued leave balance.

20.11.4 When considering any application for AAL, the Leader will take into account reasonable business requirements in approving the application.

20.11.5 ALL must be used within 12 months.

20.11.6 Leave loading does not apply for AAL.

21. MEAL AND CRIB BREAKS

21.1 Meal Breaks

21.1.1 Meal Breaks shall be for a period of thirty (30) minutes nominally commencing at 12.30pm.

21.1.2 The time during which a meal is taken may be varied to meet special work conditions and to meet work program requirements.

21.1.3 A five (5) minute wash up period will be available immediately prior to the meal break period.

- 21.1.4 The time of taking a scheduled meal break or rest break by one or more employees may be altered by mutual agreement if it is necessary to do so in order to meet a requirement for continuity of the work program.
- 21.1.5 Meals will be taken in Crib facilities of an agreed standard provided on the site, ie. Open Cut and Overburden Sites.
- 21.1.6 Peggy Service may be provided for meal and crib breaks.
- 21.2 Crib Breaks
- 21.2.1 Crib breaks will be for a period of fifteen (15) minutes nominally (inclusive of washing time) to be taken at 9.30am to 9.45am but may be altered by mutual agreement to meet the requirements of the works program.
- 21.2.2 Crib Breaks will be taken in Crib facilities of an agreed standard provided on the site, i.e. Open Cut and Overburden Sites.
- 21.3 Facilities

Clean Up and Shower Facilities will be provided for employees at the Muster Area(s) should they wish to avail themselves of these. Lockers, drinking and boiling water, appropriate protective clothing, and rest room facilities shall be provided for employees.

22. LIVING AWAY FROM HOME ALLOWANCE

Employees engaged by the Employer on the Yallourn Site are sent to work on a distant site which is outside a 100 km radius from their usual place of residence will be provided with the following:

- 22.1 The Employer may elect to provide the employee with an agreed reasonable board and lodging in a well-kept establishment with three adequate meals per day or paid Living Away from Home Allowance as per the following table or pro rata per day as follows:

Item	Allowance
Meals	\$42.70 per day
Accommodation	\$106.70 per day
Total Daily	\$149.40 per day
Total Weekly	\$800.00 per week (includes weekends)

- 22.2 This allowance will be increased if the employee satisfies the Employer that he/she reasonably incurred a greater outlay than prescribed above.
- 22.3 It is not compulsory for the Employer employees to work at a distant site.
- 22.4 It is the intent to use local labour prior to considering sourcing labour outside of the region. Prior to sourcing labour from outside the region the Employer will consult with the parties and if the labour is required the appropriate arrangements as per this clause will apply.

23. REDUNDANCY

- 23.1 From the first pay period commencing on or after the date of lodgement an amount per week (or pro rata for part weeks) shall be paid on behalf of each employee to the Incolink or Protect fund as nominated by the employee. The amount paid into the appropriate fund will be in accordance with the calculations, rules and provisions of the selected fund up to a maximum set out in the table below. It is agreed that these payments shall continue to be paid, during periods of paid leave.

Date payable from	Allowance
1/4/2020	\$125.00 per week

1/2/2021	\$130.00 per week
1/2/2022	\$135.00 per week
1/2/2023	\$140.00 per week

- 23.2 The Employer shall upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement of service specifying the period of his or her employment and the classification of or the type of work performed by the employee.
- 23.3 The Employer will make redundancy payments for all ordinary time earnings inclusive of any applicable allowances and on paid leave including annual leave, sick leave, long service leave, public holidays, jury service, compassionate leave or other paid leave. Contributions will be made for employees absent on work related injury or illness if they are receiving worker's compensation payments up to the limit of 104 weeks.

Refer Attachment E – Insurance Cover for more details

24. SUPERANNUATION

- 24.1 The employer shall contribute 10.0% superannuation to Cbus for each employee, unless the employee nominates another superannuation fund.
- 24.2 The Employer will maintain a 0.5% above the Superannuation Guarantee Charge (SGC) if the SGC increases above the 10.0% during the life of the Agreement.
- 24.3 The Employer will make deductions from the wages of employees who so authorise such deductions for voluntary contributions to the fund. with the consent of the Trustee in accordance with the Trust Deed.
- 24.4 Employees may "salary sacrifice" wages into the relevant superannuation scheme. This shall be in accordance with Attachment C – Non-Salary Benefits of this Agreement and the relevant superannuation scheme's Trust Deed, and the Employer's Employer policy.
- 24.5 The Employer will make Superannuation payments for all ordinary time earnings inclusive of any applicable allowances and on paid leave including annual leave, sick leave, long service leave, public holidays, jury service, compassionate leave or other paid leave.
- 24.6 Contributions will be made for employees absent on work related injury or illness if they are receiving worker's compensation payments up to the limit of 104 weeks, (refer Attachment E – Insurance Cover for more details).

25. SKILLS AND TRAINING

- 25.1 Flexibility of the Workforce is essential to the success of the Employer's and our client's enterprise and employees will be given training to ensure they can apply the skills necessary to meet work requirements. The Employer will facilitate quality training and development of its employees.
- 25.2 Where an employee undertakes training required by the Employer it shall be at the Employer's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training.
- 25.3 Where an employee seeks to undertake further training and development that is consistent with the needs of the Employer, the Employer will provide assistance to the employee in terms that the Employer approves, for this to occur.
- 25.4 Progression will occur via the site approved career path and will be self-paced. The career path will be reviewed and approved by the consultative committee within 6 months of lodgement.
- 25.5 It is not time based but is competency based and subject to business needs. Employees will be expected to undertake any tasks for which they have the necessary skills.

- 25.6 Any direction issued by the employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 25.7 All employees are required to carry out all incidental and peripheral work to their core skills.

26. DISPUTE RESOLUTION

The following procedure for the avoidance or resolution of disputes relating to matters arising under the Agreement and the National Employment Standards shall apply. The mechanism and procedures for resolving industrial disputes will include, but not be limited to the following:

- 26.1 The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may choose any another person to act on their behalf including a shop steward or delegate of their union. An employee representative shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.
- 26.2 If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may choose to invite a union official or any other representative to be involved in the further discussions if they so elect. The employer may also invite a representative to be involved in the discussions.
- 26.3 If the matter remains unresolved the employer may refer it to a more senior level of management or to another representative. The employee may continue to involve a representative and may choose to invite a more senior union official or any other representative of the Employee to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Fair Work Commission (FWC) for resolution by conciliation or arbitration.
- 26.4 The party with the grievance must notify the other party at the earliest opportunity of the problem; Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.
- 26.5 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- 26.6 Whilst the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to the relevant provisions of the state occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.
- 26.7 Conciliation regarding disputes and potential disputes arising out of the operation of this clause will be dealt with by the FWC or as otherwise agreed between the parties.
- 26.8 The decision of the FWC in arbitration under this procedure may be appealed to a Full Bench of the FWC. That appeal may be an appeal on a question of law and/or an appeal on the merits. The Full Bench may hear the appeal and exercise such powers in respect of the appeal as provided to the Full Bench in the Fair Work Act 2009, as if the arbitrated decision were made an order of the FWC.

27. COPY OF AGREEMENT

A copy of this Agreement shall be available at each Site and shall be accessible to all employees.

28. INCLEMENT WEATHER

- 28.1 The parties to the Agreement will collectively work towards the minimisation of lost time due to inclement weather.

- 28.2 Further to this, the parties undertake to adopt the following principles with regard to inclement weather and the idle time inclement weather creates.
- 28.2.1 All parties will adopt a reasonable approach as to what constitutes inclement weather.
- 28.2.2 Nominally the Team Leader in conjunction with the workgroup and when appropriate, the Health and Safety Representative, will assess the weather conditions and when agreed, transfer to other work activities or skill development, safety training, presentations, etc.
- 28.2.3 An inclement weather policy will be maintained on site and the Health and Safety Committee (Level 2 Committee in the Power Station) will review this policy as required to ensure the welfare of employees.

29. CONSULTATIVE COMMITTEE

- 29.1 The purpose of the Consultative Committee is to ensure harmonious relationships, effective performance of work and generally ensuring the maximum level of satisfaction and reward for both the Employer and its employees.
- 29.2 The committee will work towards improving efficiency, waste reduction, better workplace relations, and continuous improvement of the Employer's and our client's enterprises.
- 29.3 The Consultative Committee (CC) shall comprise one representative per workgroup from the workforce, and at least two from management. The workforce shall elect the representatives from the workforce. The CC may co-opt or invite people with specific input to attend meetings.
- 29.4 The CC representative will have a deputy to act on his/her behalf in his/her absence. Employee deputy nominees will be elected by the work force.
- 29.5 Committee members shall hold office for twelve (12) months.
- 29.6 The Committee, where appropriate, shall meet at least monthly and shall be chaired for the first three (3) months by a management representative, with the chair alternating every three months with an employee representative or the Committee may decide who shall be chairperson by mutual consent.
- 29.7 The functions of the Committee shall include:
- 29.7.1 To increase understanding of the Employer's objectives and plans
- 29.7.2 To promote a more co-operative approach to resolving problems within the site
- 29.7.3 To discuss management proposals and the effects of proposed changes on employees
- 29.7.4 To obtain and discuss the views and concerns of the parties
- 29.7.5 To provide and discuss information and reports on particular areas of the site's operation including such aspects as:
- (a) Work and management practices and performance
 - (b) Quality evaluations
 - (c) Performance against the annual business plan and works programs
- 29.7.6 To promote improved employee relations through effective consultation and discussion with a view to improving the Employer's viability
- 29.7.7 To make recommendations to the Site Manager of the Employer in respect of issues which would improve business viability

- 29.7.8 Monitor progress to attaining set agreed performance targets and develop appropriate action strategies to achieve these
- 29.7.9 Overview the implementation of effective skills analysis and the development of the required skills necessary to attain continuous improvement required by the enterprise
- 29.7.10 Conduct regular reviews of the career path structure which includes reviewing existing and new positions, licensing, skill requirements. Failure to reach a consultative agreement can be referred to the dispute resolution process contained within the agreement.

30. QUALITY ASSURANCE

- 30.1 In order to increase efficiency and productivity, QA is seen as an area where the workforce can be given greater appreciation of client requirements. It will give greater appreciation of necessary standards for isolated tasks and confirm the purpose for what was otherwise seen as unnecessary requirements.
- 30.2 Education in this area will be expanded where necessary. Specific training exercises will be implemented.
- 30.3 Employees will be familiarised with the content of check lists, Job Cards, Inspection and Test Plans, Identification Tags and non-conformance reports.
- 30.4 All classifications will be made responsible for inspecting their own work, and introducing self-assurance of quality control and sign off their own work accordingly.

31. TOOLS

- 31.1 All trades employees will be required to provide all their own personal hand tools at commencement of their employment with the Employer. The tool allowance in the all-purpose rate is intended to cover fair wear and tear.
- 31.2 All employees will from time to time, take out loan tools for the purposes of the work requirements. Each employee will be made responsible for the loan tools safe keeping and its return in clean and good working condition.

32. CLOTHING & SAFETY ISSUE

The Employer shall issue the following selection of Clothing and Safety Apparel to its employees, or suitable equivalent as agreed on site to the same value.

- 32.1 Permanent employee

Type	Quantity
Cotton drill pants	2
Cotton drill shirts	3
Woollen jumper	1
Insulated junior bluey	1 or equivalent Husky where permitted
'PVC' combination overall	Store issued as required
Safety spectacles - specific to work location	As required
Hard hat as per site requirements	As required

Safety shoes or boots – specific to work location	1 pair to maximum amount of \$130.00
Combination overalls	Store issued as required
Socks explorer style or equivalent	5
Hearing protection as required	As required

32.1.1 All reasonable costs associated with the use of prescription glasses as safety glasses, or the repair / replacement if damaged while being used at work, will be paid by the Employer to a maximum amount of:

- (a) \$330.00 - for standard prescriptive safety glass lenses and frames and inclusive of side shields, which meet the appropriate Australian Standards for safety glasses, unless provided by the Employer.
- (b) \$440.00 - for progressive or transitional (not tint transitional) lenses which meet the Australian Standard as above, unless provided by the Employer.

32.1.2 Costs of consultation will be paid after the application of any medical fund benefit.

32.2 Casual employee:

Type	Quantity
Combination Overall	Store issued as required
Safety spectacles as required by site requirements	Store issued as required
Hard hat as per site requirements	Store issued as required
Safety shoes or boots - specific to work location	1 pair – case by case basis replacement only
Hearing protection	Store issued as required

32.2.1 Casual employees covered by this Agreement, who have worked in excess of a cumulative 4 weeks with the following protective apparel:

- (a) 1 pair of cotton drill pants (up to a maximum of 2 per year)
- (b) 1 cotton drill or polo shirt (up to a maximum of 3 per year)

32.2.2 Personal issue of safety apparel shall be the responsibility of each employee to maintain and clean.

32.2.3 Where employees are engaged in work activities that may contaminate their overalls, i.e. such as oil filling, greasing, etc. they may choose to use the 'Overall Changeover Service'.

32.3 Replacement

32.3.1 Protective apparel will be replaced when damage has occurred or on a fair wear and tear basis. Reasonable endeavours will be taken to buy goods manufactured in Australia.

32.3.2 The Operations Manager may vary the conditions of this clause in isolated specific circumstances at his discretion.

33. INCOME PROTECTION INSURANCE

- 33.1 Income Protection Insurance shall provide for accident, illness or injured employees with at least 100% of average weekly earnings, up to \$900 per week for the life of the agreement.
- 33.2 The provider of the insurance may be varied by agreement provided the minimum cover is not compromised.
- 33.3 With injuries or illness which are covered by income protection insurance, the relationship is between the claimant and the Insurer.
- 33.4 PIAWE (Pre-Injury Average Weekly Earnings) for casuals is calculated on their earnings for the 12-month period prior to the injury and includes the earnings from all employers that the employee has worked for in the 12-month period.
- 33.5 For full-time employees, the Employer will top-up payment from the insurer to the hours they would have been paid if they had worked 36 hours.
- 33.6 An employee that is injured or suffers an illness, for greater than two weeks, that is covered by the income protection insurance, must complete the application form and submit any information related to the claim.

Refer Attachment E.

34. NO EXTRA CLAIMS

It is a term of this Agreement that the Parties bound by this Agreement will not pursue any extra claims, awards or over award, for the life of this Agreement.

35. NATIONAL EMPLOYMENT STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national employment standards such as standard hours of work, annual leave or long service leave.

36. DISCIPLINE PROCEDURE

- 36.1 The Discipline Procedure will be invoked in cases where unacceptable employee performance and /or conduct require follow-up action.
- 36.2 The discipline procedure aims to correct poor conduct, work behaviour or performance. Disciplinary action can be commenced at any of the four steps depending upon the severity of the conduct or behaviour performance problem, however before proceeding past step 2 or the issuing of any written warning, the employee's representative (if any) will be notified at the employee's request and given every opportunity to be involved.
- 36.3 For sake of completeness, the disciplinary procedure does not need to follow the below order, nor does each step need to be undertaken.
- 36.4 This clause does not prevent summary dismissal on account of serious misconduct.

Steps	Who's involved	Records
Oral warning	<ul style="list-style-type: none">EmployeeTeam LeaderEmployee representative notified of disciplinary action if requested by	Diary note

	employee	
First written warning	<ul style="list-style-type: none"> Employee Team Leader Employee representative or witness if requested by employee 	Note to file
Final written warning	<ul style="list-style-type: none"> Employee Team Leader Employee Representative or witness if requested by employee Line Manager 	Note to file
Dismissal	As above plus Senior Manager and the Employee representative or witness if requested by employee	Note to file detailing the reason for dismissal.

37. FLEXIBILITY

37.1 The Employer and an employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement is in relation to:

- 37.1.1 Clause 6.2 Part time employment for the purpose of family responsibilities or transitioning to retirement; or
- 37.1.2 Meal breaks; or
- 37.1.3 the genuine needs of the Employer and employee in relation to the matter mentioned in clause 37.2; and
- 37.1.4 is genuinely agreed to by the Employer and employee; and
- 37.1.5 is not inconsistent with section 55 of the Fair Work Act, which deals with interaction with the NES.

37.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- 37.2.1 are about permitted matters under section 172 of the Fair Work Act; and
- 37.2.2 are not unlawful terms under section 194 of the Fair Work Act; and
- 37.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

37.3 The Employer must ensure that the individual flexibility arrangement:

- 37.3.1 is in writing; and
- 37.3.2 includes the name of the Employer and employee; and
- 37.3.3 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
- 37.3.4 includes details of:

- (a) the terms of this Agreement that will be varied by the arrangement; and
- (b) how the arrangement will vary the effect of the terms; and
- (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

37.3.5 states the day on which the arrangement commences.

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

37.5 The Employer or employee may terminate the individual flexibility arrangement:

37.5.1 by giving no more than 28 days' written notice to the other party to the arrangement; or

37.5.2 if the Employer and employee agree in writing — at any time.

38. CONSULTATION

38.1 This term applies if:

38.1.1 the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

38.1.2 the change is likely to have a significant effect on employees of the enterprise such as engagement of Contractors to perform work that would have normally been performed by the employees of the enterprise.

38.2 The Employer must notify the relevant employees of the decision to introduce the major change.

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

38.3.1 the termination of the employment of employees; or

38.3.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or

38.3.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

38.3.4 the alteration of hours of work; or

38.3.5 the need to retrain employees; or

38.3.6 the need to relocate employees to another workplace; or

38.3.7 the restructuring of jobs.

38.4 In this term, relevant employees mean the employees who may be affected by the major change.

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

38.6 If:

38.6.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

38.6.2 the employee or employees advise the Employer of the identity of the representative;

- 38.6.3 the Employer must recognise the representative.
- 38.7 As soon as practicable after making its decision, the Employer must:
- 38.7.1 discuss with the relevant employees:
 - 38.7.2 the introduction of the change; and
 - 38.7.3 the effect the change is likely to have on the employees; and
 - 38.7.4 measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 38.7.5 for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- 38.8 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 38.9 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 38.10 If a term in the 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 subclauses 38.2, 38.3 and 38.5 are taken not to apply.

39. EMPLOYEE REPRESENTATIVES

- 39.1 The Employer recognises the role of the Union and all nominated employee representatives in representing those employees who freely choose to be Union members or represented by other employee representatives in employment matters. The Employer recognises that the Union and all nominated employee representatives have a legitimate interest in ensuring that nominated employee representatives can properly perform such representative functions on each occasion an employee wishes for them to do so, free from any unreasonable interference by any other party in accordance with relevant laws and building codes.
- 39.2 The Employer will grant nominated employee representatives reasonable paid time off work to complete the following functions subject to work commitment and safety not being compromised.
- 39.2.1 Consult and speak with those employees who choose to have the employee representative represent them about matters relating to their employment such as a grievance or dispute;
 - 39.2.2 Consult and confer with Officials of the Union where the Official has entered the Employer's premises in accordance with the Fair Work Act 2009 and subject to the Official complying with relevant laws relating to right of entry;
 - 39.2.3 Consult with the employer including participating in any consultation process set out under this Agreement;
 - 39.2.4 Where employees wish for them to do so, represent the interests of employees to the employer, and before industrial tribunals and courts where the Employer is satisfied that a nominated employee representative's involvement/attendance will contribute to the proper conduct of proceedings; and

- 39.2.5 Participate in any bargaining for an agreement to replace this agreement.
- 39.3 Where the employer requires the nominated employee representative to return to work following a reasonable time to perform the functions listed above, the nominated employee representative will return to work as directed.
- 39.4 Employees will be entitled to meet with their nominated employee representatives on an as needs basis unless doing so compromises work commitments or safety in which case, alternative meeting time will need to be made.
- 39.5 The employer shall provide all nominated employee representatives with adequate resources to assist their duties, including access to:
- 39.5.1 telephone in a private location
 - 39.5.2 photocopying facilities
 - 39.5.3 computer, internet and email
 - 39.5.4 a suitable workplace location to conduct confidential discussions with those employees who choose to be represented by the employee representative
 - 39.5.5 facsimile machine.
- 39.6 The Employer will respect the privacy of the nominated employee representative's use of those facilities and will not monitor communications using those facilities.
- 39.7 Where they wish to do so, each nominated employee representative, will be able to attend courses for initial employee representative training, that are designed to provide skills and competencies that will assist the nominated employee representative to perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace. Upon application in writing these employee representatives will be granted up to 3 days paid leave to attend this training. Refresher or further employee representative training of up to 1 day per subsequent calendar year shall be granted to existing nominated employee representatives.
- 39.8 The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and provide at least 14 days' notice of the proposed training.
- 39.9 The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this sub clause to avoid an obligation under this clause.
- 39.10 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 39.11 Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- 39.12 An employee will be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- 39.13 An employee granted leave pursuant to this clause shall, upon request, inform the employer in writing of the nature of the course attended and their observations on it.

40. EMPLOYEE PRIVACY

- 40.1 The Power Station represents Critical Infrastructure and as such, its security and that of its workers and other parties may require surveillance or monitoring. However, the Employer also recognises the right of Employees to be able to work free from unreasonable intrusions into their personal privacy.

- 40.2 To this end electronic installations for site gate access, Cardax and security cameras, shall not be used for timekeeping or Employee surveillance other than to investigate any reasonable suspicion of serious misconduct or unlawful activity.
- 40.3 The Employer will display signage in areas of the workplace where there are overt surveillance devices under its control in operation. Covert surveillance will only be conducted in accordance with the applicable legislation.
- 40.4 The IT environment and its usage will be physically and electronically monitored to ensure legal, ethical and operational compliance.
- 40.5 This clause is subject to reasonable client requirements for monitoring and surveillance of its facilities.

ATTACHMENT A – SHIFT GUIDELINE NOTES

Able Working Times

1. These guidance notes have been drafted to clarify working times, rest break and pay arrangements for working arrangements at Yallourn Power Station and Mine. Shift work arrangements may be varied by the parties in accordance with the consultative process.
2. Some examples are attached.
3. Some routine maintenance work will also be carried out during outage periods. e.g. main firing mills. This will not be considered shift work unless specified.
4. For the duration of outages RDO's should not be banked unless otherwise agreed by the parties. It is the intention that the RDO's are utilised to provide rest days between shift legs. As far as practicable, duration of shifts will be managed to minimise fatigue.
5. The works are to be carried out on a straight roster – the day shift will remain on day shift for the duration of outages and the night shift will remain on night shift for the duration of outages.
6. For all rostered shifts, overtime is paid at double time and all breaks are paid. A shift loading of 30% applies to ordinary hours on the night shift.
7. No shift loading applies on day shift.
8. During the first 7 weekdays of an employee's roster, 100% loading applies to ordinary hours but only to afternoon and night shifts worked during this period.
9. Shift Work may be of varying hour durations, however all hours in excess of 8 hours is paid at overtime rates.

WORKING ARRANGEMENTS: 10hr (Day) / 10hr (Night) hour shift

DAY SHIFT – 10 HOURS (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins paid)	1:00PM – 1:30PM
Pay arrangement	Pay is 8 hours' ordinary time and 2 hours' double time
Meal allowance	Not payable

NIGHT SHIFT – 10 HOURS (MONDAY TO FRIDAY):

Shift start time	5:00PM
Shift finish time	3:00AM
Brew (15 mins paid)	8:00PM – 8:15PM
Meal break (30 mins paid)	11:00PM – 11:30PM
Pay arrangement	<ul style="list-style-type: none"> • Pay is 8 hours' ordinary time plus 100% loading and 2 hours' double time for the first 7 weekdays • Pay is 8 hours' ordinary time plus 30% shift loading and 2 hours' double time for all subsequent days
Meal allowance	Not payable

DAY SHIFT (SATURDAY AND SUNDAY):

Shift start time	7:00AM
Shift finish time	5:00PM
Morning rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Pay arrangement	Pay is 10 hours at double time
Meal allowance	2 meal allowances payable

NIGHT SHIFT (SATURDAY AND SUNDAY)

Shift start time	5:00PM
Shift finish time	3:00AM
Rest break (20 mins paid)	8:00PM – 8:20PM
Rest break (20 mins paid)	11:00PM – 11:20PM
Pay arrangement	Pay is 10 hours at double time
Meal allowance	2 meal allowances payable

WORKING ARRANGEMENTS: 12 HOUR SHIFT

DAY Shift – 12 hours (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	7:00PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins paid)	1:00PM – 1:30PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 8 hours' ordinary time and 4 hours' double time
Meal allowance	Not payable

NIGHT Shift – 12 hours (MONDAY TO FRIDAY)

Shift start time	7:00PM
Shift finish time	7:00AM
Brew (15 mins paid)	10:00PM – 10:15PM
Meal break (30 mins paid)	1:00AM – 1:30AM
Rest break (20 mins paid)	4:00AM – 4:20AM
Pay arrangement	<ul style="list-style-type: none"> • Pay is 8 hours' ordinary time plus 100% loading and 4 hours' double time for the first 7 weekdays • Pay is 8 hours' ordinary time plus 30% shift loading, and 4 hours' double time for all subsequent days
Meal allowance	Not payable

DAY Shift – 12 hours (SATURDAY AND SUNDAY)

Shift start time	7:00AM
Shift finish time	7:00PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 12 hours' double time
Meal allowance	2 meal allowances payable

NIGHT Shift – 12 hours (SATURDAY AND SUNDAY)

Shift start time	7:00PM
Shift finish time	7:00AM
Rest break (20 mins paid)	10:00PM – 10:20PM
Rest break (20 mins paid)	1:00AM – 1:20AM

Rest break (20 mins paid)	4:00AM – 4:20PM
Pay arrangement	Pay is 12 hours' double time
Meal allowance	2 meal allowances payable

WORKING ARRANGEMENTS FOR SHORT TERM SHIFTWORK 7 DAYS DURATION OR LESS.

Once Planning is complete, rosters will be drawn up naming employees that will work night shift and employees that will workday shift. The tasks to be performed on these shifts will be planned and specified, to be distinguished from normal day work. Pay rates will be as per this document.

If additional labour is required to work on the designated work, they will be considered to be on the shift.

Planned work

Where prior notification is given to a period of shift work then the below method of payment shall be adopted. The day on which the shift work begins is the day to which the total hours worked consecutively are booked. This is also the case when the time worked spans through midnight.

	Mon	Tues	Wed	Thurs	Fri	Shift Premium
0:00		0:00	0:00	0:00	0:00	
1:00		1:00	1:00	1:00	1:00	
2:00		2:00	2:00	2:00	2:00	
3:00		3:00	3:00	3:00	3:00	Normal Work Hours
4:00		4:00	4:00	4:00	4:00	Paid Stand Down
5:00		5:00	5:00	5:00	5:00	Planned Shift Work
6:00		6:00	6:00	6:00	6:00	
7:00		7:00	7:00	7:00	7:00	
8:00		8:00	8:00	8:00	8:00	
9:00		9:00	9:00	9:00	9:00	
10:00		10:00	10:00	10:00	10:00	
11:00		11:00	11:00	11:00	11:00	
12:00		12:00	12:00	12:00	12:00	
13:00		13:00	13:00	13:00	13:00	
14:00		14:00	14:00	14:00	14:00	
15:00		15:00	15:00	15:00	15:00	
16:00		16:00	16:00	16:00	16:00	
17:00		17:00	17:00	17:00	17:00	
18:00		18:00	18:00	18:00	18:00	
19:00		19:00	19:00	19:00	19:00	
20:00		20:00	20:00	20:00	20:00	
21:00		21:00	21:00	21:00	21:00	
22:00		22:00	22:00	22:00	22:00	
23:00		23:00	23:00	23:00	23:00	
Normal Ord Hrs	8	8	8	8	8	
Other Ord Hrs		8	8	8	8	
1 1/2 O/T						
2T O/T		4	4	4	4	
Stand Down					8	8
Paid	8	24	24	24	8	

Start
Shift

Unplanned work

1. In the event that individuals are sent home to rest prior to returning to work at some later point then the single event shall be treated as a planned call in. The remainder of the ordinary hours of that working day shall be paid as stand down time.
2. The hrs. worked on that call in shall be attributed to the day that the hrs. commenced. i.e., the call in started at 19:00 on Tuesday. All 12 hrs. of that call in are booked to Tuesday.
3. If the 'call in' is a single event, then a paid stand down period is provided from 7:00 to 15:30 following.
4. If there is a requirement to repeat the activity and the notice is given within the call in, then the work becomes a shift after the call in and the stand down day is paid at the end.
5. If notice is given after the call in is completed and during stand down, then the call-in process is repeated and stand down paid for that day. In the example shown below, 2 consecutive shifts are worked after the call in which conclude on Friday morning. In this case the paid stand down is provided and paid to Friday.

	Mon	Tues	Wed	Thurs	Fri	Shift Premium
0:00		0:00	0:00	0:00	0:00	
1:00		1:00	1:00	1:00	1:00	
2:00		2:00	2:00	2:00	2:00	
3:00		3:00	3:00	3:00	3:00	
4:00		4:00	4:00	4:00	4:00	
5:00		5:00	5:00	5:00	5:00	
6:00		6:00	6:00	6:00	6:00	
7:00		7:00	7:00	7:00	7:00	
8:00		8:00	8:00	8:00	8:00	
9:00		9:00	9:00	9:00	9:00	
10:00		10:00	10:00	10:00	10:00	
11:00		11:00	11:00	11:00	11:00	
12:00		12:00	12:00	12:00	12:00	
13:00		13:00	13:00	13:00	13:00	
14:00		14:00	14:00	14:00	14:00	
15:00		15:00	15:00	15:00	15:00	
16:00		16:00	16:00	16:00	16:00	
17:00		17:00	17:00	17:00	17:00	
18:00		18:00	18:00	18:00	18:00	
19:00		19:00	19:00	19:00	19:00	
20:00		20:00	20:00	20:00	20:00	
21:00		21:00	21:00	21:00	21:00	
22:00		22:00	22:00	22:00	22:00	
23:00		23:00	23:00	23:00	23:00	
Normal Ord Hrs	8	8	2	2		
Other Ord Hrs			8	16	8	16
2T O/T		12	24	4	8	
Stand Down		6	6		8	8
Paid	8	32	24	24	8	

ATTACHMENT B – WORKING OF ROSTERED DAY OFF (RDO)

1. It is the intention that RDOs are to be taken on a regular basis as allocated as far as practicable.
2. In the event of breakdowns and planned outages where employees are requested to work, employees will have the ability to bank their RDOs up to 5 days and take them at a mutually acceptable time to meet the requirements of the work program. Such workdays shall be at ordinary rates of pay.
3. Employees in consultation with their Team Leader will clear banked RDOs within a reasonable period (not exceeding 6 weeks) to be negotiated with the work group leader. Where an employee has accrued 3 or more RDOs, the Employer may discuss with that employee a suitable time for the RDOs to be taken. Should no agreement be reached, the Employer shall have the right to direct employees with greater than three accrued RDOs to take these RDOs. Regardless banked RDOs will be paid out to employees no later than the next general pay increase.
4. Employees who have 5 banked RDOs cannot be called in to work on a scheduled RDO. Minimum payment for Call ins on RDOs will be four (4) hours at the appropriate overtime rates as per the Agreement.
5. Should there be a need to have a person work their scheduled RDO the Following parameters shall be adhered to:
6. Pre-arranged work / Swapping of RDO

If the employee is notified at least 72 hours prior to the start of the scheduled RDO and the employee is in agreement, then the employee will be required to work as per a normal 8-hour day. The scheduled RDO will remain banked and taken as an alternative day off as agreed between the individual and Team Leader. In any case this shall be the next available mutually agreeable day. If the individual is required to work in excess of 8 hrs., then the excess hrs. shall be paid as per normal overtime rates. This also applies if the employee has a request to swap a scheduled RDO.
7. Breakdown / Emergency Work/ Short Notice Requirement

In the event that there has been a breakdown or emergency work or otherwise required for the employee is notified less than 72 hours prior to the start of the scheduled RDO then the employee will be entitled to be paid at double time rates, and the RDO will be paid from the RDO bank. Employees can elect to bank time in lieu in accordance with the time in lieu process.
8. Shift work

As mentioned in Attachment A “Shift Guideline Notes” the intention is to utilise the RDO’s to provide rest breaks in the shift legs. If, however a shift pattern is posted which requires a number of people to work on their Rostered day off, they will be paid at the appropriate rates for shift and the RDO worked will remain banked and taken as an alternative day off agreed between the individual and their Team Leader.
9. Sick leave cannot be claimed on an RDO.
10. RDO Rosters shall be prepared for the site, indicating A & B rostering and shall be posted prior to the commencement of each calendar year. It is acknowledged that rosters may need to be changed or amended from time to time for specific events such as outage works or shifts etc. It is desired and intended that these rosters be maintained and adhered to for all normal routine maintenance activities.

ATTACHMENT C – NON-SALARY BENEFITS

Energy Bills

1. Subject to continued availability from EnergyAustralia, the Employer may facilitate their employees participating in the EnergyAustralia Energy Plan which allows employees to purchase electricity and gas from EnergyAustralia at a discounted rate.

2. Salary Sacrifice

Salary sacrifice arrangements are available for employees covered by this agreement. An employee may request in writing and enter into a salary sacrifice arrangement with the Employer whereby their "take home" pays will be reduced by an amount in accordance with the salary sacrifice arrangement entered into.

3. The parties agree that salary sacrifice arrangements will be made available subject to the following:

- That appropriate administrative arrangements can be made;
- That any salary sacrifice arrangement entered into does not result in any additional costs or expenses being incurred by the Employer;

4. The parties note that such arrangements may include (but are not limited to):

- Superannuation contributions by the employee in addition to the Employer's legal obligations
- to make contributions under the Superannuation Guarantee (Administration) Act 1992;
- Purchase of motor vehicles through novated lease or otherwise;
- Other matters approved by the Australian Taxation office as appropriate for salary sacrifice from time to time that may be agreed between the Employer and the Consultative Committee.
- The parties agree that no warranty is made by the Employer or the Consultative Committee or its members with respect to salary sacrifice arrangements entered into as a result of this provision.

5. First Aid Training

First Aid Level 2 training will be provided to employees and their partners at no cost. Training will be in the employee's own time, out of normal working hours and will be an unpaid attendance. Training will be arranged subject to the number of attendees to warrant conducting classes.

Note: The benefits listed are made available to permanent site-based Alliance employees only.

ATTACHMENT D – MINE CONTINUOUS 12HR DAY SHIFT WORKERS

1. Mine Continuous 12hr day shift work and pay structure

The Mine 12hr day shift work and pay structure may be varied using consultative process as described in Section 30, Consultative Committee.

2. Work Structure

- Work will be carried out to a set 12 hours Shift Roster, (refer attached roster example).
- Day Shift means a 12 hour shift nominally from 6:30am to 6:30pm, start and finish times can be varied by agreement.
- No Night Shift applies

3. Pay Structure

Continuous Shift workers will be paid an Average Weekly Wage using the salary averaging concept and based on a 36-hour week, (see Salary Averaging Concept Formula for more details).

4. Annual Leave

- Recreational Leave entitlements for the Continuous Yallourn Mine Shift Workers will be 5 weeks' x 36-hour week / 180 hours per annum. This will enable the take up of equivalent of 15 x 12-hour days of recreational leave per annum.
- Leave will be deducted from accruals at the rate of 12 hours per day taken.
- Annual leave loading of 17.5% will be paid.

5. Public Holidays

- Any rostered day worked which falls on a Public Holiday will be paid as:
- 12Hrs DT1/2 = 30Hrs NT (For payroll purposes this will be paid as 12Hrs PH and 9Hrs DT = 30Hrs NT)
- Note: When Annual Leave has been approved for a Rostered Day which falls on a Public Holiday the day will be paid as:
- 12Hrs PH (Public Holiday)
- Any un-rostered Public Holiday will be paid as:
- 12 Hrs. PH (For payroll purposes this will be paid as 6Hrs DT = 12Hrs NT)

6. Overtime

Any overtime worked outside rostered hours will be paid as double time rates.

7. Family Picnic Day

- Family Picnic Day is designed as the first Monday in December.
- Continuous Shift work employees who attend the Family Picnic Day or who work the day can have a substitute 8-hour normal time at a later date.

8. RDO

Not applicable.

9. Superannuation

Superannuation will be paid as per the provisions within the agreement.

10. Sick leave

Sick Leave will be paid as per the provisions in the agreement.

11. Termination of shift

- Notice period to terminate the shift will be 30 days after notification in writing; however, shift penalties will be paid for 90 days from the actual shift termination date.
- It is the Employer's intention that consultation regarding any proposed termination of shift will be had with employees as early as possible.

12. Availability duty

- Availability duty means that an employee is continuously available outside normal working hours for the time specified. An employee on availability duty shall not be required to remain at home, but shall ensure contact, by telephone or other means, is available to enable duty to be taken up within sixty minutes.
- An employee on availability duty who performs work at home or any place away from normal workplaces, in response to a telephone call or an alarm signal concerning faulty conditions or interruptions to supply, shall be regarded as being on overtime for the period or periods concerned. Work shall include the making of necessary arrangements for other employees to attend to or otherwise deal with the said faulty conditions or interruptions to supply, or to give directions and/or instructions to other employees who are at work.
- Overtime payment shall be made for a minimum of one hour for such work performed provided that for subsequent calls within one hour of a qualifying call, only one minimum payment shall apply.
- Normal call in provisions applies as per the EBA if the employee is required to attend site.
- An on-call Availability allowance payable per day whilst on availability.

1 April 2020	\$ 118.46
1 Feb 2021	\$ 121.42
1 Feb 2022	\$ 124.46
1 Feb 2023	\$ 127.57

ATTACHMENT E – INSURANCE COVER

Schedule 1 Casual Employees		Schedule 2 Permanent Employees
Redundancy	<p>Insurance coverage included is as follows:</p> <ul style="list-style-type: none"> • Personal Accident • Leisure Time Insurance • Loss of Income • Broken Bones • Capital Benefits • Journey cover • Accidental Dental • Emergency Transport • Funeral benefits <p>Once a claim is accepted by Insurer, payments start at day 15 for a max 104 weeks</p> <p>30 days cover once employment has ceased</p>	<p>Insurance coverage included is as follows:</p> <ul style="list-style-type: none"> • Personal Accident • Leisure Time Insurance • Loss of Income • Broken Bones • Capital Benefits • Journey cover • Accidental Dental • Emergency Transport • Funeral benefits <p>Once claimed and accepted by Insurer, payments start at day 15 for a max 104 weeks</p> <p>30 days cover once employment has ceased</p>
Sick Leave	Sick leave is covered in the 25% casual loading	<ul style="list-style-type: none"> - 10 days sick leave. - Sick leave includes weekly rates as per the rates table in this agreement + super + redundancy (RDOs excluded)

Schedule 1 Casual Employees		Schedule 2 Permanent Employees	
Leisure Time Accidents	<ul style="list-style-type: none"> - Covered by Insurer - 14 day waiting period - Payment is from day 15 for a maximum of weeks - PIAWE to a maximum of \$950 per week + super + redundancy (RDOs excluded) until Insurer terminates the claim or to a maximum of 104 weeks 	Leisure Time Accidents	<ul style="list-style-type: none"> - Covered by Insurer - 14 day waiting period - Payment is from day 15 for a maximum of 104 weeks - Topped up to a maximum of 36 hours per week + super + redundancy (RDOs excluded) until Insurer terminates the claim or to a maximum of 104 weeks - First 14 days covered by sickleave
Leisure Time Illness	<ul style="list-style-type: none"> - Covered by Insurer - 14 day waiting period - Payment is from day 15 for a maximum of 104 weeks - PIAWE to a maximum of \$950 per week + super + redundancy (RDOs excluded) until Insurer terminates the claim or to a maximum of 104 weeks 	Leisure Time Illness	<ul style="list-style-type: none"> - Covered by sick leave 10 days - Income protection covered by Insurer.

Schedule 1 Casual Employees		Schedule 2 Permanent Employees	
Journey Cover	<p>For non TAC claims</p> <ul style="list-style-type: none"> - Covered - To a maximum of \$950 per week as defined by Insurer + super + redundancy 	Journey Cover	<p>For non TAC claims</p> <ul style="list-style-type: none"> - Covered - Topped up to a maximum of 36 hours per week + super + redundancy - Will not be classified as sick leave by the Employer if a claim is accepted by Insurer

Schedule 1 Casual Employees		Schedule 2 Permanent Employees	
Motor Vehicle Accidents (Non journey cover)	For TAC claims <ul style="list-style-type: none"> Covered by TAC Insurance TAC benefits will be topped up by sick leave to a maximum of \$900 per week Will only be classified as sick leave for the difference between the TAC claim and \$950.	Motor Vehicle Accidents (Non journey cover)	For TAC claims <ul style="list-style-type: none"> Covered by TAC Insurance TAC benefits will be topped up by sick leave to a maximum of \$900 per week Will only be classified as sick leave for the difference between the TAC claim and 36 hours per week.
<i>Income Protection Trauma</i>	- Covered by Insurer	<i>Income Protection Trauma</i>	- Covered by Insurer <i>Illness covered by unlimited sick leave</i>
	<ul style="list-style-type: none"> Covered by Insurer TAC to a maximum of \$950 per week as defined by Insurer + super + redundancy 	TAC Top up, Journey Cover	<ul style="list-style-type: none"> Covered by Insurer TAC Top up to a maximum of 36 hours per week as defined by Insurer + super + redundancy
Work Cover Top up	<ul style="list-style-type: none"> Covered – Employer topping up 1st 52 weeks inclusive of PIAWE + super + redundancy (RDOs excluded) To a maximum of \$950 per week after 52 weeks as defined by Insurer 	Work Cover Top up	<ul style="list-style-type: none"> Covered – Employer topping up 1st 52 weeks inclusive of weekly rates as per the rates table in this agreement + super + redundancy (RDOs excluded) To a maximum of \$950 per week after 52 weeks as defined by Insurer
<i>Trauma Benefit</i>	<p><i>Covered</i></p> <p><i>To a maximum of at \$250k with dependents, \$150k without dependents</i></p>	<i>Trauma Benefit</i>	<p><i>Covered</i></p> <p><i>To a maximum of at \$250k with dependents, \$150k without dependents</i></p>

ATTACHMENT F – EXPAMPLES OF OVERTIME ARRANGEMENTS

WORKING ARRANGEMENTS: 10 HOUR DAYS

MONDAY TO FRIDAY: (9½ hours paid for weekdays)

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (15 mins paid)	9:45AM – 10:00AM
Meal break (30 mins not paid, as it is not inclusive of ordinary hours)	12:30PM – 1:00PM
Pay arrangement	Pay is 8 hours' ordinary time and 1.5 hours at double time
Meal allowance	Not payable

SATURDAY (if worked):

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (15 mins paid)	9:45AM – 10:00AM
Rest break (20 mins paid)	12:40PM – 1:00PM
Pay arrangement	Pay is 10 hours at double time
Meal allowance	2 meal allowance payable

SUNDAY (if worked):

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (20 mins paid)	9:40AM – 10:00AM
Rest break (20 mins paid)	12:40PM – 1:00PM
Pay arrangement	Pay is 10 hours at double time
Meal allowance	2 meal allowance payable

WORKING ARRANGEMENTS: 11.5 HOUR DAYS

MONDAY TO FRIDAY: (11 hours paid for weekdays) DAY Work – 11.5 hours (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	6:10PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins unpaid)	12:14PM – 1:10PM)
Pay arrangement	Pay is 8 hours' ordinary time and 3 hours at double time
Meal allowance	1 meal allowance payable

DAY Work – 11.5 hours (SATURDAY)

Shift start time	7:00AM
Shift finish time	6:10PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Pay arrangement	Pay is 11.5 hours at double time
Meal allowance	2 meal allowance payable

DAY Work – 11.5 hours (SUNDAY)

Shift start time	7:00AM
Shift finish time	6:10PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Pay arrangement	Pay is 11.5 hours at double time
Meal allowance	2 meal allowance payable

WORKING ARRANGEMENTS: 12 HOUR DAYS

DAY Work – 12 hours (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	7:30PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins unpaid)	1:00PM – 1:30PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 8 hours' ordinary time, 4 hours at double time
Meal allowance	1 meal allowance payable

DAY Work – 12 hours (SATURDAY)

Shift start time	7:00AM
Shift finish time	7:00PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 12 hours' double time
Meal allowance	2 meal allowance payable

DAY Work – 12 hours (SUNDAY)

Shift start time	7:00AM
Shift finish time	7:00PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 12 hours' double time
Meal allowance	2 meal allowance payable

SIGNATORIES

SIGNED FOR THE EMPLOYER:


Signature:

Full name of Signatory (please print):

Address of Signatory:

Position of Signatory:

Date Signed:


IAN ROBERT SIMPSON
9 LEADGATE MANS NEWBOROUGH
PARTNER
21-7-21

SIGNED FOR THE EMPLOYEE REPRESENTATIVE (CONSTRUCTION FORESTRY MARITIME MINING ENERGY UNION):

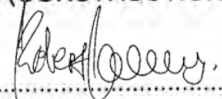
Signature:

Full name of Signatory (please print):

Address of Signatory:

Position of Signatory:

Date Signed:


Robert Graauwmans
540 Elizabeth Street, Melbourne VIC 3000
President
22/07/2021

SIGNATORIES

SIGNED FOR THE EMPLOYER:

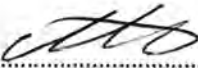
Signature:

Full name of Signatory (please print):

Address of Signatory:

Position of Signatory:

Date Signed:


.....
IAN ROBERT SIMPSON
.....
9 LEADBEATER MEWS NEWBOROUGH VIC 3825
.....
PARTNER
.....
3-8-21
.....

SIGNED FOR THE EMPLOYEE REPRESENTATIVE (CONSTRUCTION FORESTRY
MARITIME MINING ENERGY UNION):

Signature:

Full name of Signatory (please print):

Address of Signatory:

Position of Signatory:

Date Signed:

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Undertakings

The Applicant makes the following undertakings under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *Able On Site Services and CFMEU and Yallourn Power Station & Open Cut Mine 2020* ('Agreement') enterprise agreement:

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. The test time for the purposes of the Agreement is 9 July 2021.
3. Clause 8.2.4 of the Agreement is to be deleted.

Ian Simpson



Director

I & P Contracting Services Pty. Ltd. & Thorpdale Contracting Services Pty Ltd in partnership

6 August 2021