



DECISION

Fair Work Act 2009

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

Diamond Protection Pty Ltd T/A Diamond Protection
(AG2024/629)

MINING AND ENERGY UNION VICTORIA - DIAMOND PROTECTION HAZELWOOD AGREEMENT 2023

Security services

COMMISSIONER PERICA

MELBOURNE, 25 MARCH 2024

Mining and Energy Union Victoria - Diamond Protection Hazelwood Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Mining and Energy Union Victoria - Diamond Protection Hazelwood Agreement 2023* (the Agreement). The application is made under section 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs Better Pay) Act 2022* (Cth) (the Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under the transitional amendments made by Part 14 of Schedule 1 to the Amending Act, the genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was *before* 6 June 2023. The notification time for this Agreement was 5 December 2023. It follows the Amending Act genuine agreement provisions apply.

[4] Under the transitional arrangements, by Part 16 of Schedule 1 of the Amending Act, amendments made to the better off overall test requirements for agreement approval applications apply where the agreement was made on or after 6 June 2023. This Agreement was made on 26 February 2024. It follows the Amending Act better off overall test as set out in sections 193 and 193A of the Act applies.

[5] The Employer has provided written undertakings. A copy of these undertakings is attached in Annexure A. I am satisfied the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. I therefore note the undertakings are taken to be terms of the Agreement under section 201(3) of the Act.

[6] Subject to the undertakings, I am satisfied that each of the requirements of sections 186, 187, 188, 190, 193 and 193A relevant to this application for approval have been met. The Agreement does not cover all the employees of the employer, however, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[7] This matter was listed for a mention hearing on 20 March 2024 to clarify issues surrounding explanation of the Agreement to employees, the manner in which employees were informed of the method of voting and opportunity to vote. In attendance were Mr. Kliger, Chairman of the Applicant and Mr. Devadas, the Chief Operating Officer. I issued directions for further material following the mention.

[8] On 23 March 2024, the Applicant filed Statements of Mr. Kliger, Mr. Devadas and Mr Zekic, an Employee Union Representative. I am satisfied all reasonable steps have been taken to explain the terms of the proposed agreement consistent with Principles 8 to 15, that the employees were fully informed of the time, place and method of voting consistent with Principle 16 and that employees were given a reasonable opportunity to vote in a free and informed manner consistent with Principle 15.

[9] The Mining and Energy Union being a bargaining representative for the Agreement has given notice under section 183 of the Act that it wants the Agreement to cover it. I therefore note the Agreement covers the organisation under section 201(2) of the Act.

[10] The Agreement is approved today 25 March 2024. It will operate from 1 April 2024 as required by section 54 of the Act. The nominal expiry date is 1 December 2027.



COMMISSIONER

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Annexure A

MINING AND ENERGY UNION VICTORIA - DIAMOND PROTECTION VICTORIA HAZELWOOD AGREEMENT 2023

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/629

Applicant: Arie Kliger

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Arie Kliger, Chairman, have the authority given to me by Diamond Protection Pty Ltd to give the following undertakings with respect to the Mining And Energy Union Victoria - Diamond Protection Victoria Hazelwood Agreement 2023 "the Agreement":

1. Clause 24.1 in the agreement extends to the resolution of disputes in relation to the National Employment Standards – NES.
2. A shift worker is considered to be an employee who works a shift roster as per clause 12.3.1
3. As per Clause 16.2 of the agreement – shift workers receive 240 hours of annual leave per year and day workers receive 152 hours of annual leave per year. This equates 6.4 weeks of annual leave per year for shift workers and 4.05 weeks of annual leave for day workers which is greater than the National Employment Standards.
4. The entitlement of compassionate leave as per clause 16.4.3 extends to circumstances of stillbirth or miscarriage.
5. Under Clause 16.5.4 the definition of a child for the purpose of adoption will be as under 16 as at the day/expected day of placement.
6. The minimum engagement for part-time employees as per clause 8.2 will be 4 hours or 20% of the agreed weekly ordinary hours, whichever is greater.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature: _____

Date: 15/03/2024

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

**Mining and Energy Union Victoria - Diamond Protection Hazelwood Agreement
2023**

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1. TITLE

This Agreement shall be known as the "Mining and Energy Union Victoria - Diamond Protection Victoria Hazelwood Enterprise Agreement 2023".

2. APPLICATION

This Agreement shall apply to all persons employed by Diamond Protection Victoria Pty Ltd (ABN: 42 076 380 535 {The Company"}) in emergency service roles at or in connection with the Engie Hazelwood Mine and/or Hazelwood Power Station sites {hereinafter referred to as the "employees"}.

Emergency service roles include fire- fighting, rescue, first-aid and security work.

This Agreement operates to the exclusion of all other industrial instruments, which would otherwise apply to the employees. It supplements the National Employment Standards (NES) and contains terms that are ancillary and/or incidental to the NES. The Company will only employ persons covered by this Agreement in accordance with its terms and conditions.

3. UNION COVERAGE

The Agreement shall also cover Mining and Energy Union Victoria (the "Union") once covered by this Agreement pursuant to s.183 of the Fair Work Act 2009 (the "FW Act"). Hereinafter the Company and the Union will collectively be described as "the Parties".

4. DATE & PERIOD OF OPERATION

This Agreement shall come into operation seven days after approval of Fair Work Commission and shall remain in force until the nominal expiry of 1st December 2027.

It is the intention of the bargaining Parties that this Agreement shall continue to apply after its nominal expiry date until replaced by a new Agreement.

This Agreement settles all the claims of the Parties and the employees in respect of terms and conditions of employment for the duration of this Agreement. However, the negotiations on a replacement agreement will

commence at least 3 months before the nominal expiry date of this Agreement.

5. DISPLAY OF AGREEMENT

The Company shall make copies of this Agreement available to all employees.

6. JOB SECURITY - CONTRACTORS & LABOUR HIRE

6.1. GENERAL

Contractors and labour hire companies may be used for the performance of work from time to time to meet abnormal workloads and work that has always previously been performed by contractors/labour hire, provided that the job security of employees is not affected. The Company will notify in advance its affected employees and the Union of any decision to use contractors/labour hire. Such notification will include information regarding scope of work, expected duration and approximate numbers of people to be deployed on site. Whilst this Agreement remains in operation the Company will not retrench, make redundant, or otherwise terminate the employment of an employee covered by this Agreement in order to replace such employee(s) with a contractor or otherwise have the work performed by the employee undertaken by a contractor or the employees of a contractor. Where a reduction of labour is necessary contractors and labour hire employees will go first.

6.2. CONTRACTOR RATES

If the Company wishes to engage independent contractors to perform work that might be performed by its employees, the Company must first inform the affected employees and/or with the Union.

If, after consultation, the Company decides to engage contractors, those contractors must be afforded no less beneficial terms and conditions of employment than they would receive if they were engaged as employees performing the same work.

7. CONTRACT OF EMPLOYMENT

7.1. TERMS OF EMPLOYMENT

The Company shall be entitled to engage new employees on probation for a period of up to three months, provided that the employee is qualified to perform the required duties of the classification and is given written advice prior to the time of employment of such probationary period.

Except in the case of casual employees, all employees shall be employed by the Company on a weekly basis.

8. CATEGORY OF EMPLOYEES

The Company will advise employees prior to appointment whether they are full-time, part-time or casual.

Employment shall be full-time and permanent except that employment may be part-time in accordance with [clause 8.2](#); or casual in accordance with [clause 8.3](#).

8.1. FULL-TIME EMPLOYMENT

A full-time employee is one who will be employed on a permanent basis for the purposes of manning a power generation or mining site contract.

8.2. PART-TIME EMPLOYMENT

A part time employee:

- a) Works an average of less than the full-time hours of 37.5 per week;
- b) Has reasonably predictable hours of work;
- c) Receives, on a pro rata basis, equivalent pay and conditions to full-time employees in the same classification;
- d) At the time of engagement, the Company and the part-time employee will agree in writing on a regular pattern of work including the hours to be work and the starting and finishing times on each day. Any agreed variation to the regular pattern of work will be recorded in writing;
- e) For each ordinary hour worked, a part-time employee will be paid no less than one thirty- seventh and one half hours of the weekly rate of pay for the relevant classification plus any applicable allowances;
- f) Where a part time employee works on a roster, the employee will receive a minimum number of days off over the roster cycle being a

minimum of two days multiplied by the number of weeks in a roster cycle or if otherwise agreed by both parties;

- g) No employee will be forced to convert from permanent full-time employment to permanent part-time employment or vice versa.
- h) As additional hours become available (eg: outage, fire standby, BA standby), permanent part time employees are to be offered these hours first, depending on roster availability, where additional hours are to be paid at overtime rates clause 13.4 will apply.

8.3. CASUAL EMPLOYMENT

- a) A casual employee is one engaged by the hour and paid as such.
- b) A casual employee shall be provided with a minimum period of four hours employment on each engagement or will be paid for a minimum of four hours at the appropriate casual rate.
- c) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual employee may be terminated by one day's written notice on either side or by the payment or forfeiture of one day's salary as the case may be.
- d) A casual employee shall be paid per hour one thirty- seventh and a half of the weekly rate prescribed in this Agreement for the classification of work performed plus a casual loading of twenty five percent (25%) of that rate.
- e) The casual loading is in lieu of all paid leave.
- f) Overtime rates shall apply to all time worked in excess of:
 - I. in excess of twelve hours in any day;
 - II. in excess of forty eight hours in a nine-day period.
- g) Where the Company engages a casual employee, it will notify the parties of the engagement and approximate period if applicable.
- h) A casual employee shall not be engaged for a continuous period of more than six months as a full- time equivalent. At the end of six months a casual employee who has not been terminated will be deemed a permanent employee and shall have all rights and obligations pertaining to a permanent employee under this Agreement.
- i) Notwithstanding the terms of sub-clause 7.5h), an employee may continue as a casual for an additional period not exceeding three months provided that the employee and his/her representative (if applicable) have consented to the extension in writing.

- j) The parties shall monitor the use of casual employment during the life of the Agreement.

8.4. EMPLOYEE PRIVACY

Employees are entitled to continue working in a trusting and secure safe environment. Should circumstances develop where the installation or utilisation of any monitoring system and/or device is considered necessary, the parties shall consult and reach agreement prior to any such installation or utilisation.

Employee personal information shall not be released to any party without the written consent of the individual concern.

8.5. TERMINATION

In order to terminate the employment of an employee the Company shall give to the employee the following notice:

PERIOD OF CONTINUOUS SERVICE	NOTICE PERIOD
Less than 1 year	1 week
From 1 year to less than 3 years	2 weeks
From 3 years to less than 5 years	3 weeks
5 years or more	4 weeks

Employees over forty-five years of age whom have completed at least two years of continuous service will be granted an additional week's notice to that shown in the table above.

The Company shall provide the employee with a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

- a) Nothing in this clause shall affect the right of the Company to dismiss an employee without notice for serious misconduct or refusal of duty.
- b) Termination shall not be harsh, unjust or unreasonable.
- c) For the purposes of this clause, termination of employment shall include termination with or without notice.
- d) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- e) Provided that any dispute or claim arising out of the above shall be dealt with in accordance with the dispute settlement procedure.
- f) Payment in lieu of notice shall be made if the appropriate notice period is not given.
- g) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the average rostered hours the employee would have worked during the period of notice had employment not been terminated, shall be used.
- h) The period of notice in this clause shall not apply in the case of termination of casual employees, or an employee whose employment is terminated for serious misconduct.
- i) An employee is expected to give an equivalent notice (except for the over 45 years of age component) unless otherwise agreed between the employee and the Company or they may forfeit the salary.

8.6. DISCIPLINARY PROCEDURES

Any discipline of employees will be in accordance with the following procedure:

- a) Verbal Warning
 - May be given depending upon severity of the offence.

- Issued for minor offences.
- To be issued in the presence of an employee nominated representative.

b) First Written Warning

- A written warning will be issued for more serious or repeat offences.
- Issued for a repeat of clause 8.6 a) providing, the re-offence occurs within one month of the original offence.
- To be read to the employee concerned and issued by the site manager and issued in the presence of the union delegate or other person (as nominated by the employee).
- A copy of the written warning is to be placed on the employee's record for a period of three months.
- The written warning is to be removed from the employee's record and destroyed at the end of the three months in the presence of the employee.

c) Second Written Warning

- To be issued for severe offences or re-offence of clause 8.6 a) or b).
- To be read to the employee concerned and issued by the site manager and issued in the presence of the union delegate or other person (as nominated by the employee).
- A copy of the written warning is to be placed on the employee's record for a period of six months.
- The written warning is to be removed from the employee's record and destroyed at the end of the six months in the presence of the employee.

d) Dismissal

- In circumstances where alleged serious misconduct or serious neglect of duty is made against an employee or where a reoccurrence of a third offence within the recorded six month period, the Company, after having allowed the employee to be heard (with their nominated representative present), may stand down the employee with or without pay for up to seventy-two hours whilst investigation continues into the matter.

In any event prior to any dismissal being acted on the employee shall have a right of appeal heard through the disputes resolution process in [clause 24](#).

8.7. REDUNDANCY

An employee terminated on the basis of redundancy shall be entitled to redundancy payments in accordance with the following:

Redundancy pay period		
	Employee's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	10 years upwards	16 weeks

8.8. SITE TRANSFERS

Employees shall only be transferred from one site to another by mutual agreement between the Company and the employee concerned.

8.9. VACANCIES

Prior to advertising externally, any positions that become vacant will be advertised first internally and if a suitable, skilled and qualified employee is found the position will be filled by that employee on a permanent basis from the natural progression of casual to permanent part time, permanent part time to full time.

All vacancies will be filled within sixty (60) days from the date of the post becoming vacant.

8.10. PAYMENT OF EARNINGS

All monies under this Agreement shall be paid fortnightly by electronic transfer

of funds (EFT) into an account nominated by the employee with a bank or other financial institution for which the Company has an electronic funds transfer arrangement. In the event that the employee refuses to nominate such an account or closes such account the Company may pay monies to an account in the name of the employee nominated by the Company and will so advise the employee of such an action.

Upon termination of employment all monies due to an employee shall be paid to the employee no later than the day following termination.

On or prior to the pay day, the Company will state to each employee in writing, the total amount of earnings and other payments to which the employee is entitled, the amount of overtime included, current leave including sick, annual, long service and time in lieu, details of any deductions made and net amount being paid to each employee including Superannuation.

Time of payment: Salaries will be paid by EFT into a nominated account within 72 hours of the completion of each fortnightly pay period.

The Company shall provide for the disbursement of salary via employee nominated payroll deductions to be transferred to entities as requested by the employee provided that such entities have the capability to accept such payment.

8.11. SALARY PACKAGING

The Company shall facilitate salary packaging for employees. Salary packaging will be made available on the basis that employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. Net salary will be adjusted to reflect any upwards or downwards changes to fringe benefits tax or any new taxes associated with packaging. Subject to taxation and other legislation and the Australian Taxation Office (ATO) guidelines, the non-cash component of the salary may constitute superannuation, lease cars or any other tax beneficial options, which are available under Australian Taxation laws and are agreed by the parties. Salary sacrificing shall not reduce the salary that is used for the purposes of superannuation or other benefits or entitlements.

9. RATES OF PAY

Employees shall be paid in accordance with the following table:

		Emergency Commander	Emergency Services Officer	Gatehouse Officer	Fire Fighter, Security Guard, First Aid Officer
From 04/12/2023	WEEKLY	\$2,403.75	\$2,230.50	\$1,675.13	\$1,562.63
	HOURLY	\$64.10	\$59.48	\$44.67	\$41.67
From 04/12/2024	WEEKLY	\$2,499.90	\$2,319.72	\$1,742.14	\$1,625.14
	HOURLY	\$66.66	\$61.86	\$46.46	\$43.34
From 04/12/2025	WEEKLY	\$2,624.90	\$2,435.71	\$1,829.24	\$1,706.39
	HOURLY	\$70.00	\$64.95	\$48.78	\$45.50
From 04/12/2026	WEEKLY	\$2,756.14	\$2,557.49	\$1,920.70	\$1,791.71
	HOURLY	\$73.50	\$68.20	\$51.22	\$47.78

10.SUPERANNUATION

The Company shall be a participating employer in the Construction and Building Unions Superannuation Scheme (C+BUS) or similar fund and all current employees will be enrolled in C+BUS or similar fund, and be entitled to Superannuation benefits in accordance with the terms of C+BUS or similar fund.

The Company shall contribute in accordance with statutory superannuation

guarantee requirements. The Company will pay an additional 1% above statutory rate of ordinary earnings per fortnight. Table below is value of Superannuation agreed to be paid by the company for all ordinary hours worked including the statutory guarantee requirement.

From 4/12/23	12.0%
From 4/12/24	12.5%
From 4/12//25	13.0 %
From 12/4/26	13.0%

An employee may apply to the Company to have their ordinary wage reduced by an amount nominated by the employee as a Salary Sacrifice Contribution for the benefit of the employee.

The Company must approve the application for salary sacrifice before the employee's ordinary wage is adjusted for salary sacrifice contributions.

An employee may revoke or vary their Salary Sacrifice Agreement once in each twelve months and unless otherwise agreed by the Company, must provide four weeks' notice.

Superannuation payments are to be made to a nominated account as per statutory requirement. Part-time employees shall be paid superannuation for all hours ordinary worked.

11. ALLOWANCES

11.1. TRAVEL ALLOWANCE

A travel allowance payment per occasion shall be made for each occasion worked (including attendance for overtime or call-ins). The table as shown below:

DATE	ALLOWANCE
From 4/12/23	\$ 44.20
From 4/12/24	\$ 45.97
From 4/12/25	\$ 48.27
From 4/12/26	\$ 50.68

11.2. LICENSES

All employees undertaking security duties are required to hold a relevant licence in accordance with the Private Security Act 2004 (Vic).

Any employee required to undertake a mobile Patrol or operate any emergency response vehicle is required at all times to hold an appropriate driver's licence to operate such vehicle on public roadways.

If an employee fails to hold a licence or accreditation required under [clause 18](#) they shall be programmed to have the situation rectified. Should the employee fail to regain the licence or accreditation within a reasonable period of time (taking into account the availability of the training or assessment), their employment with the Company may be terminated.

The Company shall reimburse employees the cost of licence renewals that are required for their employment (including but not limited to security licence and medium rigid vehicle licence) on production of a receipt. The employee must have completed twelve months permanent employment to be eligible for licence reimbursement.

12. HOURS OF WORK

12.1. ORDINARY WORK HOURS

The ordinary hours of work of employees shall be thirty seven and a half (37.5) hours per week averaged over the roster cycle (nine days in the case of shift-workers and fourteen days for day- workers). Except as provided for in [clause 17](#), employees shall work either day-work or shift-work in accordance with [clauses 12.2](#) and [12.3](#) respectively.

12.2. DAY-WORKERS

Day-work employees will work a nine-day fortnight Monday to Sunday with every second Monday being a Rostered Day Off (RDO). Where a Monday is a public holiday (or a day in lieu of a public holiday that falls on the weekend), the RDO will be moved to the nearest working day or otherwise as agreed by the parties. Workgroups will flexibly roster RDOs to maintain ten day per fortnight coverage to meet business needs.

RDOs may be moved to a day other than a Monday by mutual agreement between the individual employee and the site manager. In the absence of such mutual agreement, where an employee is requested to work their RDO, normal overtime provisions shall apply.

The ordinary hours of work shall be thirty-seven and a half hours per week averaged across each fortnight. Each workday shall commence at 7 AM and conclude at 3:50 PM with a thirty-minute unpaid meal break between 12:00 PM and 12:30 PM, except that the start and finish times may be changed such that the eight-hour twenty-minute day is worked within a spread of hours of 6:30 AM and 6:30 PM to suit specific occasions where there is agreement between the employee concerned and the site manager.

12.3. 2 X 12 SHIFT WORK

12.3.1. SHIFT ROSTER

The shift roster shall include twelve hour day shifts and twelvehour night shifts rotating across the full year including weekends and public holidays.

The roster cycle shall be a repeating pattern of two days shifts followed by two nights shifts followed by five days rostered off. Day shifts shall commence at 6:00am and conclude at 6:00pm on the date marked "D" on the roster. Night shifts shall commence at 6:00pm on the date marked "N" on the roster and conclude at 6:00am on the following date.

Handover shall take place in the ten minutes after the official shift start time for the effective handover of information from the outgoing shift to the incoming shift and counts as time worked. No shiftwork employee that is a part of the minimum staffing requirements will leave site unless relieved by another officer.

Without the consent of the employee an employee shall not be rostered for more than five, twelve hour shifts in any nine consecutive days.

Without the consent of the employee an employee shall not be rostered to work more than five consecutive shifts, during which period every endeavor shall be made to ensure employees are not required to work more than two

consecutive nightshifts.

An employee shall receive a minimum of seventy-two hours' notice of any changes to their rostered shifts.

12.3.2. MUTUAL CHANGE OF SHIFT

Subject to the approval of the appropriate supervisor, employees may, by agreement, exchange shifts and days off or parts thereof but in these circumstances pay shall be as if the work had proceeded according to the roster. Where such change is performed in accordance with the above the personnel concerned will be covered against any accident as if it were their normal shift.

12.3.3. ROSTER VARIATIONS OR NEW ROSTERS

The type of roster, shift duration, shift commencement time and/or roster pattern worked by a workgroup shall not be changed and new shift rosters shall not be implemented unless agreed by the parties.

Trials of new rosters may be conducted where the proposed trial has been presented in writing for consideration by the affected employees for at least four weeks and is subsequently approved by a majority of the affected employees.

12.4. MEAL & REST BREAKS

An employee shall not be compelled to work for more than five hours without a break for a meal. All meal breaks for shift workers, whether in ordinary time or overtime, shall count as time worked. Paid rest breaks shall be allowed, and the Company shall provide the facilities for an employee to make tea or coffee. These facilities shall also be available during meal breaks.

12.5. DAYLIGHT SAVING

Notwithstanding anything contained elsewhere in this Agreement, in any area whereby reason of legislation, summer time is prescribed as being in advance of the standard time, the length of the shift:

- Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- commencing on or before the time prescribed by such legislation for the termination of a summer period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case is to be set to the time fixed pursuant to the relevant legislation.

In this sub clause, the expressions standard time and summertime shall have the same meaning as prescribed by the relevant legislation.

12.6. TIME-KEEPING

An employee, who without reasonable cause promptly communicated to the Company, reports for duty after the appointed starting time or fails to attend for duty or ceases duty before the appointed finishing time, shall lose pay for the time of such non-attendance, calculated to the nearest quarter of an hour.

13. OVERTIME

13.1. GENERAL

All time worked by an employee in excess of ordinary time as shown in [clause 12](#) shall be remunerated as overtime calculated to the nearest quarter of an hour.

In the case of shift-work employees all overtime shall be paid at the rate of double time, where such overtime is worked on a public holiday whereupon it shall be remunerated at the rate of double-time and a half.

In the case of day-work employees' overtime shall be at the rate of:

- Mondays through to Sundays - double time for all hours worked
- Public Holidays - double-time-and-a-half.

Wherever overtime is worked, employees may elect to receive the overtime remuneration as either pay, time off in lieu or a combination of both. Should an employee wish to take time off in lieu said time will be equivalent of twice ordinary time hours i.e. a twelve (12) hour shift would accrue a time off in lieu equivalent of twenty four (24) hours. The rate for payment used shall be as shown in the table of [clause 9](#).

Where an employee has worked overtime and:

- is suffering from fatigue and concern exists for his or her ability to

safely travel home; or

- finishes work at a time when that employee's normal mode of transport is not available (e.g. a car pool);

The Company shall provide conveyance of the employee (and their vehicle) to the employee's home.

13.2. REQUIREMENT TO WORK REASONABLE OVERTIME

Subject to the paragraph below, the Company may require an employee to work reasonable overtime at overtime rates.

An employee may refuse to work overtime or additional hours in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- a) fatigue or any other risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the overtime;
- b) the employee's personal circumstances (including family responsibilities);
- c) the operational requirements of the workplace, or enterprise;
- d) any notice given by the Company of the requirement or request that the employee work the overtime;
- e) any notice given by the employee of the employee's intention to refuse to work the overtime;
- f) any other relevant matter.

The maximum number of consecutive hours that may be worked without a ten-hour break shall be sixteen (inclusive of normal tea and meal breaks).

13.3. REST PERIOD

An employee shall be entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence in the following circumstances:

- a) where an employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least

ten consecutive hours off duty between those times; or

- b) where an employee not engaged on continuous shift work works overtime on a Sunday or public holiday which continues after 9:30 pm.

If an employee is instructed by the Company to resume or continue work without having had such ten consecutive hours off duty, the employee shall be paid at double time until released from duty and shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

13.4. OVERTIME EQUALISATION SYSTEM

A system of equalisation of the hours of overtime opportunities at each site shall be used for all overtime worked by shift work personnel at that site.

A list will be maintained in the watch room and shall show cumulative and year to date amounts of overtime worked by each individual.

Personnel with the least amount of overtime hours recorded are to be contacted first, provided they are considered available for work (ie: not on leave or training). This person shall be the first preference person in relation to the call-in.

All offers of overtime to be recorded in a log, with rejected offers being recorded in red. Reasonable time shall be allowed for person receiving offer to accept or reject before moving to the next person.

Employees may be contacted for overtime at any time provided that off duty personnel shall not be contacted between 10:30 PM and 6:00 AM unless not to do so would place health and safety at risk.

Overtime equalisation system hours shall be reverted back to zero for each individual as from the start of the financial year (1 July). The OVERTIME EQUALISATION SYSTEM may be reviewed and changed by agreement of the parties.

13.5. CALL-INS

Employees will be requested on occasions, to come to work after hours to meet work requirements or emergencies. The following conditions will apply:

- Call-in response will be normally one hour from receiving a call to the time of reporting to the nominated officer on site.
- Minimum payment for all call-ins (including a call-in prior to normal shift start) will be four hours paid from the time of notification.

- 24 hours' notice must be given prior to the cancelation of a call – in, where the required notice has not been given the effected employee will paid two hours paid at the appropriate rate.
- An employee who is on annual leave and who reports for duty to attend an emergency incident shall also be credited with leave equal to the twice the amount of time so worked.

13.6. EMPLOYEE RETAINED

Where an employee, prior or on the completion of his/her rostered shift, is notified that he/she is required to remain on duty after the completion of his/her rostered shift (retained), such retained employee shall be paid at overtime rates. Where such period of exceeds fifteen minutes the retained employee shall be paid for a minimum of four hours work, provided that such retained employee shall not be required to work the full four hours if the work to be performed is completed in a shorter period of time.

In addition, an employee retained on the completion of his/her shift, shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence off duty.

An employee retained shall be allowed a rest period of twenty minutes without reduction/loss of pay after each four hours of overtime worked if the employee is to continue to work after such rest period.

14. PUBLIC HOLIDAYS

14.1. GENERAL

Public holidays shall be determined in accordance with the following:

- a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day shall be observed as public holidays.
- b) When Christmas Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 27 December.
- c) When Boxing Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 28 December.

- d) When New Year's Day, Australia Day, or Anzac Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday, provided that if such Monday is a Rostered Day Off (RDO) this RDO shall be moved to another day other than Saturday or Sunday.
- e) Notwithstanding the provisions of this clause, an employee required to work on 25 December shall be entitled to payment as prescribed for Public Holiday work, including the appropriate minimum payment for call back where applicable.
 - Provided that where 25 December falls on a Sunday and another day is substituted as a holiday for 25 December, then an employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the employee works on that day.
 - Provided further that where 25 December falls on a Saturday and another day is substituted as a holiday for 25 December, then an employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the employee works on that day. The payment for duty on the said substituted day shall be in accordance with [clause 13](#) for overtime.
- f) Where in the State of Victoria, public holidays are declared or proclaimed on days other than those set out in a) above, those days shall constitute additional holidays. In such case all employees shall be entitled to time off without loss of pay.

14.2. DAY-WORK

Day-work employees shall be entitled to time off on public holidays without loss of pay.

14.3. SHIFT-WORK

By definition an employee will be deemed to be rostered on and entitled to be paid the full shift at the public holiday rate if he/she commences their shift, either day or night shift, on the gazetted date of the public holiday.

In respect to public holidays, shift-work employees shall be entitled to the following in addition to their normal pay:

- a) A shift-work employee who is not rostered but works overtime on a public holiday shall, at the discretion of the employee, be entitled to double time and a half for all time worked.
- b) A shift-work employee who is rostered on and works ordinary time on such public holiday shall, at the discretion of the employee, be entitled to:
 - an additional one and a half shifts pay at their normal rate; or
 - a leave credit of one shift and an additional half shift's pay at their normal rate; or
 - a leave credit of one and a half shifts.
- c) By mutual agreement, and where it is practicable, a shift-work employee who would normally be rostered for duty on a shift which falls on such a public holiday may observe the public holiday without loss of pay for the ordinary hours on the public holiday.

15. SERVICE

For the purpose of this Agreement, employment will be deemed to be continuous despite:

- a) any period of approved leave;
- b) any period of absence from work as a result of an injury by accident arising out of and in the course of employment for which the WorkCover Authority or any similar body or agent accepts liability to make regular payments;
- c) any period of absence from work as a result of an injury by accident arising out of and in the course of travel to or from the place of employment for which the Transport Accident Commission or any similar body or agent accepts liability to make regular payments; and
- d) any period which the Company may declare, in respect of any employee, to be additional service.

Any period of approved leave without pay shall not constitute a break in service or employment.

16. LEAVE

16.1. DEFINITIONS

Within clause 16 the following definitions shall apply:

- a) The term "immediate family" means:
 - A spouse, child, parent, grandparent, grandchild or sibling of the employee; or
 - A child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- b) The reference to "spouse" includes a former spouse, a de facto spouse, or a former de facto spouse.
- c) The reference to "child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.
- d) The reference to "parent" includes a foster parent and step parent.

16.2. ANNUAL LEAVE

- a) Shift work employees will be entitled to two hundred and forty (240) hours annual leave per year of completed service and pro-rata for any incomplete year of service. Day-work employees will be entitled to one hundred and fifty-two (152) hours annual leave per year of completed service and pro-rata for any incomplete year of service.
- b) The granting of annual leave is subject to the Company's operational requirements:
 - The Company may approve single days of annual leave, or leave without pay as requested by employee at the discretion of the Company;
 - In line with operational requirements and to enable annual leave applications to be processed on the annual leave roster the employee should give the Company a minimum of two weeks' notice of the proposed leave commencement wherever possible;
 - Leave applications with greater than twelve months' notice will be processed at the discretion of the site manager.
- c) Payment of salary during any period of annual leave shall be made

to employees at the ordinary rate of pay and in the same manner as if the employee had continued working.

- d) An employee whose service is terminated or is about to terminate for any reason whatsoever shall be paid for any annual leave standing to the employee's credit, provided that any debts owing to the Company by the employee will be offset against any payment in lieu of leave due to that employee. Payment in lieu of leave shall be made at the rate of pay applicable to the employee on the date when employment is terminated.
- e) Applications for leave shall be made on the prescribed form and be approved before leave is taken provided that applications that are made remote from the workplace at short-notice may be approved and the prescribed form completed by the employee upon his or her return to work.
- f) Any public holiday, to which an employee is entitled without loss of pay, occurring during a period of paid leave shall not be regarded as part of the leave.
- g) The Company in consultation with the employees will construct a mutually acceptable leave roster for a twelve month period.
- h) Leave shall be rostered by application only, provided that the employee, by the 31st January each year, applies for a minimum of twelve shifts or days leave (which may be broken into two parts) to be taken in the twelve months following the 31st January.
- i) The period between 15th December and the 31st January each summer and the period from one week prior to Easter to one week after Easter shall be classified as "Priority Leave Periods". Leave applications for Priority Leave Periods will be processed in accordance with a system developed by the employees that shares equitably the leave taking opportunities over these high demand periods.
- j) Annual leave should be taken annually however shift work employees may accumulate up to three hundred and thirty hours and day work employees may accumulate two hundred and fifty hours of annual leave (inclusive of time-off-in-lieu of overtime and

public holiday credits) at any time, above which an amount of annual leave will be classified as excess leave.

Unless specific arrangements have been agreed to by the Company and the relevant employee the following process shall apply to excess leave:

- The employee will be notified by the site manager that his or her leave is in excess and be requested to rectify the situation by submitting appropriate leave application form(s);
- If the employee fails to submit the required leave application form(s) within two weeks, the site manager will warn the employee in writing of the requirement to act accordingly;
- Should the employee fail to submit the required leave application form(s) after a further four weeks has passed and provided that the employee is given a minimum of one month advance notice; the site manager may direct the employee to take the amount of leave in excess.

16.3. LONG SERVICE LEAVE

Long Service Leave (LSL) entitlements shall be in accordance with the Long Service Leave Act 1992 (Victoria) except that the following shall apply:

- a) The rate of accumulation of LSL shall be 0.866 weeks per year of service.
- b) LSL may accrue without limit.
- c) Employees may access LSL after seven years of service.
- d) The company will pay Long Service leave entitlements for each employee into a mutually agreed fund or long service leave will be paid out at a pro rata rate in the event of completion of employment regardless of the number of years' service by the employee.

16.4. PERSONAL/CARERS LEAVE & COMPASSIONATE LEAVE

16.4.1. PAID PERSONAL/CARERS LEAVE

This clause 16.4.1 applies to employees, other than casual employees.

For each year of service with the Company, an employee is entitled to 10 days of paid personal/carer's leave. These 10 days equate to 120 hours per year in the

case of a shift work employee and 84 hours per year in the case of a day work employee.

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. An employee may take paid personal/carer's leave if the leave is taken:

- a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency affecting the member.

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

If an employee takes a period of paid personal/carer's leave, the Company must pay the employee at the employee's normal rate of pay for the employee's ordinary hours of work in the period. Employees shall be entitled to accrue personal/carer's leave without limit for use as personal leave or carer's leave.

16.4.2. UNPAID CARER'S LEAVE

- a) An employee is entitled to two days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
- b) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in paragraph a) above.
- c) An employee may take unpaid carer's leave for a particular

permissible occasion as:

- a single continuous period of up to 2 days; or
 - any separate periods to which the employee and the Company agree.
- d) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

16.4.3.COMPASSIONATE LEAVE

- a) An employee is entitled to four days or shifts of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
- contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies.

Individual cases, in which this entitlement may operate harshly, particularly where the spouse or child of an employee is concerned, will be considered on their merits.

- b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in paragraph a) above; or
 - after the death of the member of the employee's immediate family household referred to in paragraph a) above.
- c) An employee may take compassionate leave for a particular permissible occasion as:
- a single continuous two day period: or

- two separate periods of one day each; or
 - any separate periods to which the employee and the Company agree.
- d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- e) If an employee, other than a casual employee, takes a period of compassionate leave, the Company must pay the employee at the employee's normal rate of pay for the employee's ordinary hours of work in the period.

16.4.4. NOTICE

An employee must give the Company notice of the taking of leave under clause 16.4 by the employee. The notice:

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

16.4.5. EVIDENCE

An employee who has given the Company notice of the taking of leave under clause 16.4 must, if required by the Company, give the Company evidence that would satisfy a reasonable person that:

- a) if it is paid personal/carer's leave-the leave is taken for a reason specified in clause 16.4.1; or
- b) if it is unpaid carer's leave-the leave is taken for a permissible occasion in circumstances specified in clause 15.4.2; or
- c) if it is compassionate leave-the leave is taken for a permissible occasion in circumstances specified in clause a).
- d) Employees may take three single day's personal/carer's leave per year without evidence being required.

16.5. PARENTAL LEAVE

16.5.1. GENERAL CONDITIONS

An employee's employment contract shall not be terminated on the grounds of pregnancy or their absence on parental leave.

An employee, including an eligible casual employee, shall be entitled to a continuous period of one year of unpaid parental leave, provided the employee complies with the notification and documentation requirements in this clause and has completed at least one year of continuous service with the Company immediately before the expected date of birth.

An employee who has not completed at least one year of continuous service with the Company immediately before the expected date of birth may apply for a period of leave without pay. The Company may approve such leave at its discretion.

An employee may request in writing an extension of unpaid parental leave to a total of 24 months. The Company may only decline such request based on reasonable grounds.

An employee returning to work after the expiration of parental leave shall be entitled to the job which they held immediately before proceeding on parental leave. Where the job no longer exists, the employee shall be placed in a position as near as possible in status and at no less pay to that of the former job. In the case of an employee who was transferred to a safe job or commenced working part time due to her pregnancy, prior to commencing maternity leave, she is entitled to return to the job which she held immediately before being transferred to a safe job or commencing part time work respectively.

Once parental leave has commenced, the employee may extend or shorten the period of unpaid parental leave by giving written notice at least fourteen days in advance.

Any period of paid leave, or permanent part time employment, taken in conjunction with leave granted under clause 16.5 shall be counted as continuous service with the Company.

During unpaid parental leave up to 150 hours, personal, annual and long service leave entitlements continue to accrue. During unpaid parental leave absences in excess of 150 hours, personal, annual and long service leave entitlements shall cease to accrue for such period.

An employee may request to work part time to meet parental responsibilities and/or a female employee may work part time where this is necessary or desirable because of her pregnancy.

16.5.2. LEAVE FOR PREGNANCY

- a) An employee (with at least twelve months service before the expected date of birth) upon the production of a medical certificate stating that they are pregnant and specifying the expected date of delivery:
 - i. Shall be granted leave for pregnancy on full pay *for* a period of 150 hours (4 weeks). The period of 150 hours leave shall commence six weeks prior to the expected date of delivery unless the employee provides written documentation from her medical practitioner to certify the time to which she may safely and productively work. If the birth occurs more than six weeks prior to the expected date of delivery, the period of 150 hours leave shall commence from the actual date on which she first proceeds on paid maternity leave;
 - ii. May be granted periods of annual leave and/or long service leave taken in conjunction with the leave for pregnancy and/or leave without pay following leave for pregnancy.
 - iii. Shall be granted leave without pay up to a leave for pregnancy absence of twelve months (including any other paid leave).
- b) Any public holiday or other statutory holiday which may fall within the period of 150 hours paid leave for pregnancy shall be counted as a day of such paid leave for pregnancy.
- c) Absences on paid leave for pregnancy shall count as service for sick leave, annual leave and long service leave purposes.
- d) Where the pregnancy of an employee terminates earlier than twenty weeks prior to the expected date of delivery, their entitlement to any leave under this sub-clause shall cease.
- e) Where, in the opinion of a registered medical practitioner, illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for them to continue at her present job, she shall, where practicable, be transferred without loss of pay or conditions to an appropriate job that is without the above, or other unacceptable risks/hazards, until the commencement of maternity leave.
- f) Paid accumulated personal leave will be provided where a registered medical practitioner is of the view that illness or risks arising out of a

pregnancy or hazards connected with the job make it inadvisable for a pregnant employee to continue in their current position, and it is not practicable for the employee to be transferred to a safe job.

- g) Where the pregnancy of an employee not then on leave for pregnancy terminates other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary or paid sick leave entitlements.
- h) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special leave for pregnancy.
- i) Where an employee not then on maternity leave suffers illness related to their pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special leave for pregnancy as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special leave for pregnancy and parental leave, including parental leave taken by a spouse, may not exceed twelve months.

16.5.3.PATERNITY LEAVE

A employee who has completed at least twelve months service with the Company immediately before the expected date of birth and who makes a statutory declaration that they are the parent of, or has accepted responsibility for the care of a child, shall be granted leave of absence on full pay for a cumulative period paid leave for parenting of one week *for* day workers or one block of four shifts for shift workers, provided that such paid leave for parenting shall commence not more than:

- a) one week prior to the expected date of the birth of the child;
- b) five weeks after the birth of the child.

Absence on paid leave for parenting shall count as service *for* sick leave, annual leave and long service leave purposes.

An employee shall be granted up to a maximum of twelve months leave without pay, after their partner gives birth so that he may be the child's primary care-giver.

16.5.4.ADOPTION LEAVE

An employee who has twelve months service with the Company immediately before the placement date of a child aged up to five years with the employee and who makes a statutory declaration that he/she is the adoptive parent of, or has accepted responsibility for the care of a child, shall be granted leave of absence on full pay for a cumulative period of one week for day workers or one block of four shifts for shift workers (paid adoption leave), provided that such paid adoption leave shall commence within three weeks of the placement date of the child.

Absence on paid adoption leave shall count as service for personal leave, annual leave and long service leave purposes.

An employee who provides evidence that he/she is the adoptive parent of or has accepted responsibility for the care of a child, aged up to five years, shall be granted up to twelve months absence on leave without pay. This period should commence within six weeks of the placement of the child.

An employee, who is seeking to adopt a child, shall be eligible for up to two days leave without pay to attend compulsory interviews or examinations that are part of the adoption procedure.

16.6. CIVIC DUTY

An employee on weekly employment required to attend for jury service during ordinary working hours shall be paid the difference between jury payments and his/her rate of pay for the time spent on such service provided the Company has proof of attendance and the duration of such attendance.

An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service.

Where an employee on weekly employment has received a subpoena or has been called by the Crown as a Witness, the employee shall be granted the necessary time away from work without loss of pay.

Where an employee has received a private subpoena or has been called as a private witness, the employee is not paid by the Company, but should advise the Court that reimbursement for the loss of wages is required. The Company will provide necessary assistance to enable reimbursement.

16.7. EMERGENCY VOLUNTEERS

Where an employee is a member of a voluntary organisation, which is called upon by the Government or the Victoria Police to assist in firefighting, flood operations or other emergency operations, that employee shall be released on annual leave or leave without pay for the duration of their participation in

operations, provided that they can be spared by the Company.

16.7.1. EMERGENCY VOLUNTEERS LEAVE

Where the Victorian Government declares a State of Emergency or Disaster the Company will provide up to 48 hours paid Emergency Volunteers Leave to employees who are members of voluntary organisation's which are called upon by the Government to assist in firefighting, flood or other emergency operations, employees will be released on Emergency Volunteers Leave subject to the company being able meet their operational requirements.

15.8 TIME IN LIEU

This is considered as sacrificed overtime in lieu of payments and the company will only be liable to pay out the value the employee has sacrificed. This does not form part of leave entitlements that are revalued with incremental increases or classification of employee change.

17. SITE WORKING ARRANGEMENTS

The following staffing levels shall apply under the Company's current contract with Engie Hazelwood. Should the contract change, the parties shall consult in accordance with clause 25 prior to any changes to staffing levels being implemented.

The minimum number and classification of employees present on rostered duty at any time shall be:

- a) one Emergency Commander; and
- b) two Emergency Services Officers, and
- c) one Gate House Officer.

18. CLASSIFICATIONS

The following table details the minimum qualifications required for each classification and the typical duties associated. Should the contract with Engie Hazelwood change, the parties shall consult in accordance with clause 25 prior to any changes to classifications table being implemented.

All employees are to be qualified and hold certificates in their employment skills base. Employees shall not work in a classification higher than their employment skills base.

Under no circumstances will an employee work in a position without holding the minimum qualifications set out in the table.

TITLE	MINIMUM QUALIFICATIONS	TYPICAL DUTIES
Emergency Commander	Qualifications as per ESO; and Preferably have a minimum of 3 years of experience as an	Reports to Site Manager. Lead emergency response
	ESO. Certificate 2 in Fire Fighting Operations or its Public Safety Certificate equivalent.	team at incidents. Supervise preparedness activities and conduct regular drills with staff to ensure proficiency of skills. Supervise and ensure high quality delivery of routine duties. Immediate responsibility and supervision of the rostered work group. Other duties per ESO.

Emergency Services Officer	<p>Level 3 First Aid including semi-automatic external defibrillation.</p> <p>Current Security License.</p> <p>Fire I Rescue I Hazmat Competency to industry or National standard.</p> <p>Vertical Rescue (PUASAR032A). Confined Space Rescue (PUASAR025A). Operate Breathing Apparatus.</p> <p>Operate Breathing Apparatus in hostile environment. Confined Space Entry authorised.</p> <p>Medium Rigid Truck License; and</p> <p>All core units from Certificate 2 in Fire Fighting Operations or its Public Safety Certificate equivalent in addition to elective units as follows:</p> <p>Communicate in the Workplace (PUACOM001 B);</p> <p>Respond to Isolated/Remote Structure Fire (PUAFIR202A);</p> <p>and Respond to Wildfire (PUAFIR204A).</p> <p>The following core units of Certificate 3 in Fire Fighting Operations or its Public Safety Certificate equivalent:</p> <p>Operate Pumps (PUAFIR309B); and</p> <p>Render Hazardous Material Incidents Safe (PUAFIR320).</p>	<p>Reports to Emergency Commander.</p> <p>Emergency response for Mine & Power Station environment.</p> <p>Basic inspection and testing of fire and life safety equipment.</p> <p>Provision of first-aid services. Security patrols and response.</p> <p>Asset, control access to and exit from site.</p> <p>Conduct routine fire equipment maintenance as per qualifications/experience.</p> <p>Administrative duties according to site standard operating procedures.</p> <p>Monitor security computer system and other building alarms.</p> <p>Provide safety induction to employees, contractors, and visitors to the site.</p>
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Gatehouse Officer	Certificate 3 in Security Operations; Security License; and Level 2 First Aid	Reports to the Emergency Commander. Access control and security functions at the gatehouse including: Monitor and operate security compute system and other building alarms: Provide safety Inductions to employees. Contractors and visitors to the site.
Fire Fighter	Medium Rigid Truck Licence; and the following units from Certificate 2 and 3 in Fire Fighting Operations or its Public Safety Certificate equivalent: Communicate in the workplace (PUACOM001B); Respond to Isolated/Remote Structure Fire (PUAFIR202A); and Respond to Wildfire (PUAFIR204A). Operate Pumps (PUAFIR309B).	Fire watch, fire standby and firefighting. Driving and operating a fire truck and its equipment.
Security Guard	Certificate 3 in Security Operations; Security License: Level 2 First Aid; and Victoria Drivers' Licence (where required for mobile)	Static or mobile patrol security services. May assist in security work at the gatehouse.
First Aid Officer	Inducted into the First Aid treatment facility; & Level 3 First Aid including semi-automatic external defibrillation.	First-aid services in treatment facility or on-site.

Where an employee performs role of a higher classification they shall be remunerated (salary and superannuation) at the rate of the higher classification.

19. SKILLS & TRAINING

The Company will conduct an annual employee appraisal to cover all aspects of employment including performance, training and development. These appraisals are to be structured in such a way as to allow a two-way communication between the appraiser and the employee. Appraisal standards and structure are to be agreed upon by the parties.

All employees shall be provided such information, instruction, training (inclusive of refresher training) and such supervision as is necessary to ensure they can apply all the skills necessary to meet work requirements in a manner that is safe and without risk to health. The Company shall pay all reasonable costs associated with training.

The format and operation around training hours will be formulated by management in consultation and with agreement of the Emergency Commander.

Where training is conducted away from the employee's normal work location the employee shall be provided with transport by the Company, should the employee be required to provide their own transport they shall be reimbursed at the Australian Tax Office guideline for car expenses. Training for employees shall occur during rostered working hours wherever possible.

New employees when attending for introductory training will be paid at the rate for their expected classification.

20. FITNESS & HEALTH

All employees must maintain a level of health and fitness in order to perform their duties. In the case of employees involved in rescue or fire-fighting work, the determination of health and fitness shall be in accordance with Appendix A "Bench Mark Assessment".

The Company will reimburse the cost of Gym memberships for participating employees, the cost will be reimbursed on a monthly basis and proof of cost and attendance will be required.

21. OCCUPATIONAL HEALTH & SAFETY

21.1. SITE SAFETY

- a) The Company is aware of its obligations to ensure in ensuring a safe and healthy working environment is provided for all employees.
- b) The goal of a totally injury free workplace requires the co-operation of management and employees.
- c) The provisions of the Victorian Occupational Health and Safety Act 2004 and amendments shall be complied with.
- d) The provisions of any site regulations shall be complied with.
- e) All employees will complete a Company safety induction.
- f) It is the responsibility of all employees to care for the safety and welfare of themselves and their fellow employees. To meet this commitment, all employees must follow safe working procedures at all times and take all reasonable care to prevent injury to themselves, their workmates and visitors.
- g) The Company recognises that Health and Safety Representatives will be selected by the workforce - and appropriate training for the representative will be provided by the Company.
- h) The Company will reimburse employees the difference between Medicare and the cost incurred by those officers who wish to receive Hepatitis B, Tetanus, Flu vaccination and any future Hepatitis C inoculations.
- i) New vehicles will be selected via consultation with the workgroup.
- j) Any employee placed under duress or emotionally traumatised by a workplace incident will be provided professional counselling funded by the Company together with time off work without loss of pay where the counsellor considers it appropriate.

21.2. REHABILITATION

- a) Where an employee is absent from work as a result of injury or illness arising out of activities performed at work, entitlements shall, as a minimum, be in accordance with relevant prevailing WorkCover legislation.
- b) All employees will be encouraged to return to work as soon as is practicable after an injury and the Company shall assist rehabilitation and find alternative duties as appropriate. The Company reserves the right to require individuals undergoing rehabilitation to provide a medical clearance certificate prior to resuming normal duties.

- c) The Company shall insure all workers covered by this Agreement against the loss of ordinary wages arising from work absence up to a period of 12 months due to injuries or illness resulting from any accident incurred travelling between an employee's residence and the workplace, and return. The Company's liability extends only to the reimbursement of the employee's ordinary wages as a result of Traffic Accident Commission (TAC) shortfall, and all such absences shall be supported by certification of a duly authorised medical practitioner and TAC claim.
- d) The Company shall ensure that employees who have suffered a work-related injury are not financially disadvantaged in terms of their salary. The Company will make up the pay for employees who suffer a work related injury, and who are receiving WorkCover benefits for up to one hundred and thirty weeks, to the pre-injury normal weekly pay. For the purpose of this clause the 'pre-injury normal weekly pay' shall be in accordance with the employee's pre- injury classification and include those extra payments, salary increases and allowances payable in accordance with this Agreement.
- e) Superannuation benefits and Company contributions shall not be diminished by virtue of an employee being on WorkCover or TAC payments

21.3. SMOKING

Smoking is banned in all the Company's offices, buildings and vehicles.

Smoking is also banned in areas of work, designated non-smoking by the Company's clients or regulation. Non-compliance with the smoke free workplace requirement will be viewed as a serious matter. Disregard for this requirement will be viewed in the same way as any breach of occupational health and safety requirements and standard disciplinary procedures will apply.

21.4. PERSONAL PROTECTIVE APPAREL & UNIFORM

The Company shall be responsible for and provide free of charge, all uniforms and all necessary protective clothing that is essential to the occupational health and welfare of the employees. Initial issue of personal protective apparel and uniform to employees will be in accordance with the following list. The replacement of Personal Protective Apparel and uniform will be on the basis of fair wear and tear.

PERSONAL PROTECTIVE EQUIPMENT /APPAREL	EMERGENCY COMMANDER ESO & FIRE-FIGHTER	GATEHOUSE OFFICER, FIRST- AID OFFICER & SECURITY GUARD
Safety boots/shoes	-	Yes
Uniform Bluey (Husky)	Yes	Yes
Wide-brimmed hat (Akubra style)	Yes	Yes
Cotton-drill work trousers (x 2)	-	Yes
Explorer socks (x 4)	Yes	Yes
Uniform shirts x 2 (long or short sleeves)	Yes	Yes
Uniform jumper	-	Yes
Wet weather jacket / pants (reflective)	Yes	As required
Safety helmet	Yes	As required
Safety glasses & goggles (both tinted & clear) with prescription lenses as required	Yes	As required
Hearing	Yes	As required
Gum-boots (chemical / fire resistant)	Yes	-
Leather gloves (Iron-clad style)	Yes	-
Maintenance overalls (x2)	-	
<i>Proban</i> overalls (x2) (2 piece where permissible under Australian Standards)	Yes	-
Fire-fighting helmet	Yes	-
Fire-fighting boots (Taipan style)	Yes	
Structural fire-fighting turn-out pants & coat	Yes	
Fire-fighting gloves	Yes	-
Fire / rescue T-shirts (x 4)	Yes	-

The Company shall make available all other necessary safety apparel to employees on an as required basis. The Company shall provide washing machines and detergents for the cleaning of appropriate protective apparel. The issue, replacement and cleaning of emergency turnout apparel will be the Company's responsibility.

21.5. PRESENTATION

Employees must maintain a reasonably high level of presentation in both their issued uniforms and personal grooming. Employees required to wear breathing apparatus in the course of their duties must commence duty in accordance with the relevant Australian Standard for wearing breathing apparatus in respect to facial hair.

21.6. AMENITIES & FACILITIES

The Company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees, including:

- The provision of lockers;
- Drinking water and boiling water;
- Consumable brew items (eg: coffee, tea, sugar);
- Heating, cooling & ventilation;
- Showers & rest room(s);
- Professionally cleaned facility
- Tables; and
- High-backed soft-seated reclinable chairs.

Any disagreement about the adequacy of facilities shall be dealt with through the dispute settling procedures.

22. WORK PROCEDURES

- a) The Company will ensure that the Standard Operating Procedures are kept updated and relevant to the current work environment.
- b) The Company will ensure that every location will have a set of Standard Operating Procedures and employees will be trained in the use of such procedures.
- c) All personnel will, after appropriate training, be conversant with the contents of Standard Operating Procedures, Checklists, Inspection and Test Plans and Non- Conformance reports, their usage and purpose.
- d) The Company and its employees are committed to searching for areas

where improvements in productivity, efficiency and flexibility can be made and implementing such improvements in an agreed manner.

- e) The Company may direct an employee to carry out duties and use equipment that are within the limits of the employee's skill, competence, and training.

23. UNION BUSINESS

23.1. UNION OFFICIALS

An official of the Union may enter the Company's premises, at any time, for any purpose connected to this Agreement. Prior to entering the site the official of the Union will announce his or her arrival at the administration building to the most senior Company representative on site. Wherever possible, reasonable advance notice shall be given of any planned visit.

The purposes connected to the Agreement shall include:

- a) consultation with persons covered by the Agreement about their rights and obligations under the Agreement and the operation of the Agreement;
- b) to deal with matters and issues being addressed through the disputes procedure of this Agreement;
- c) to consult with employees about the negotiation of a replacement agreement;
- d) to participate in induction meetings for new employees of the Company; and
- e) for any other purpose connected to the work of the employees covered by this Agreement, or the relationship between the Union and the Company.

However, nothing in this clause provides the Union with a right to enter premises contrary to section 194(f) or (g) of the FW Act.

23.2. WORKPLACE UNION/EMPLOYEE REPRESENTATIVES

- 23.2.1 Elected representatives will be allowed paid absence to attend training off site upon request provided the following conditions are met:

- a) There is a maximum of three days per year for each representative of Union leave available; and
- b) Reasonable notice is given to the supervisor (ie: at least two weeks); and
- c) Written confirmation of attendance from the training provider is provided.

22.2.2 Elected representatives will be released from normal duties without loss of pay to:

- a) Attend enterprise agreement negotiations.
- b) Consult with other employees in relation to any other matter arising out of this Agreement.
- c) Prepare for and attend Fair Work Commission proceedings.
- d) Attend site inductions of new employees to explain the terms of conditions of this Agreement and the exercise of an informed choice of freedom of association.
- e) Conduct paid shift or cross shift meetings where issues being pursued through the disputes procedure are collective in nature. Such meetings will be held on site and kept to a minimum duration with emergency manning provided to minimise any adverse effect on normal production. Prior notice will be given to the Company.
- f) To hold paid communication meetings of employees on site where such meetings are given prior approval by the Company.

22.2.3 Where elected representatives are Lodge Officers of the Union they will be released from normal duties with pay to participate in meetings required in their wider representative role as officers of the Union such as National Convention or Board of Management

22.2.4 Elected representatives will be able to place material on a notice board located where employees can have ready access to it at least at commencement and end of their shifts. They will also be given reasonable access to e-mail, telephone, fax and photocopying facilities for communication in their representative role.

23.3. PAYROLL DEDUCTIONS

The Company shall, upon the provision of signed authority from the employee, provide payroll deduction facilities to employees for any legitimate purpose including:

- a) Payment of Union dues and subscriptions.
- b) Salary sacrifice payments.
- c) Donations and gifts.

An employee shall be limited to five separate deductions from his or her pay.

24. DISPUTE RESOLUTION

24.1. INITIAL PROCESS

In the event of any dispute arising as to the interpretation or application of this Agreement, or any matter arising in the course of employment, the following procedure will apply.

STEP 1 The matter will in the first instance be discussed between the employee/s and the immediate supervisor involved.

If the matter remains unresolved;

STEP 2 It will be referred for discussion between the employee's representative (as nominated by the employee), the Diamond Protection site manager and the Company's HR representative (as nominated by the Company).

If the matter remains unresolved;

STEP 3 The nature of the dispute will be promptly detailed in writing by both parties, including the provision of any relevant facts and information, before the matter is referred for discussion between the appropriate Union Official or other employee representative (as nominated by the employee) and the Company's representative (as nominated by the Company).

If the matter remains unresolved;

STEP 4 It may be referred to Fair Work Commission (FWA) for conciliation or arbitration (in accordance with sub-class 24.2).

- a) Either party may refer the dispute to the FWC at any stage of the dispute in the interest of speedy resolution of the dispute; however, as a general principle the Parties will make all reasonable endeavours to resolve disputes at the lowest level possible.
- b) During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings before the FWC), 'normal work' shall continue, unless the performance of normal work would place at risk the health or safety of the employee(s) concerned. No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph.
- c) During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings before the FWC), the status quo ante or 'normal work' shall continue, unless the maintenance of status quo ante or performance of normal work would place at risk the health or safety of the employee(s) concerned. No party to the dispute shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph. Where there is a risk to the health or safety of the employee(s) concerned, the Parties shall agree on other arrangements that may be required so and not to prejudice the outcome of the dispute resolution process.
- d) "Normal work" means the work normally performed by an employee and "status quo ante" means the circumstances existing immediately prior to the change or circumstance leading to the proposed change which resulted in the dispute arising. In circumstances where there is a dispute concerning proposed changes, the work or management practices in place immediately before the introduction of those changes will remain in place until resolution of the matter under this dispute's procedure.

24.2. FINAL STEP PROCESS

- a) Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, FWA may resolve the dispute by arbitration.
- b) In exercising its role under this clause, the FWA shall exercise powers necessary to conciliate or arbitrate the matter/s in dispute.
- c) It is a term of this Agreement that the parties will be required under this dispute settlement procedure to:
 - Attend conciliation conferences and hearings.
 - Produce relevant documents and other material (subject to appropriate safeguards for commercial-in-confidence documents).
 - Make available any witness that the FWC, believes is reasonably necessary.
- d) Without limiting the generality of the foregoing, the FWC may exercise any powers reasonably incidental to the exercise of conciliation and/or arbitration functions under this clause.
- e) Where the FWC has issued a decision, determination, or direction under this clause, it shall be final and binding on the parties to this Agreement, subject to a review process in accordance with sub- clause 1.2.

24.3. REVIEW PROCESS

- a) A party may seek a review of the FWC decision within seven days of receipt of decision or the provision of reasons for decision which ever comes later.
- b) An application for a review of the FWC decision will be provided to the parties and the FWC in writing detailing the grounds for review.
- c) Unless agreed otherwise by the parties to the dispute, the review will be conducted according to the principles applying to an appeal under the Act, including where a stay is sought.
- d) The parties to the dispute and the review panel of the FWC will use their best endeavours to ensure that the review process is expedited.
- e) The decision of the review panel of the FWC is final, subject to any

other legal right of appeal or review that might exist.

25. CONSULTATION OVER CHANGE

For the avoidance of doubt, this clause does not allow the Company to vary matters expressly provided within this Agreement.

If the Company is seriously considering a major change that is likely to have a significant effect on employee covered by this Agreement or proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Company must consult with any employees who will be affected by the decision inclusive of any representative(s) nominated by the employees.

As soon as practicable the Company must discuss with the relevant employees (inclusive of any representative(s) nominated by the employees) the introduction of the change; and the effect the change is likely to have on the employees. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees.

For the purposes of the discussion the Company will provide the relevant employees (inclusive of any representative(s) nominated by the employees) in writing:

- i. all relevant information about the change including the nature of the change proposed; and
- ii. information about the expected effects of the change on the employees; and
- iii. any other matters likely to affect the employees. However, the Company is not required to disclose commercially confidential information.

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

Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees it must invite relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

The Company must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and

respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

Unit consultation has been completed and written agreement is reached between the Company and the relevant employees (inclusive of any representative(s) nominated by the employees), the Company and the relevant employees will respect the status quo. In respect to this process, agreement shall not be unreasonably withheld.

In this clause “a major change is likely to have significant effect on employees” if it results in:

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

Relevant employee’s means employees who may be affected by a change referred to in this clause.

26. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

26.1.

The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement, provided that:

- a) The individual flexibility arrangement deals with one or more of the following matters:
 - Arrangements about when work is performed; and
 - Overtime rates.
- b) The individual flexibility arrangement entered meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in sub-paragraph 26.1a); and

- c) The individual flexibility arrangement is genuinely agreed to by the Company and the employee.

26.2.

The Company must ensure that the terms of the individual flexibility arrangement:

- a) Are about permitted matters under section 172 of the FW Act; and
- b) Do not contain unlawful terms within the meaning of section 194 of the FW Act; and
- c) Result in the employee being better off overall than the employee would be if no arrangement was made.

26.3.

The Company must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Company and employee; and
- c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

26.4.

The Company must give the employee and their representative a copy of the individual flexibility arrangement within 14 days after it is agreed to.

26.5.

The Company or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement;
- b) or if the Company and employee agree in writing - any time.

27. Sign On Bonus**27.1**

Upon Commencement of this Agreement, existing employees employed by Diamond Protection and covered by this Agreement shall be paid by EFT transfer the sum of \$2,000.00, taxed as applicable.

28. ABBREVIATIONS & DEFINITIONS

The following abbreviations or terms may appear within this Agreement and where they do they shall be interpreted as follows:

ABBREVIATION / TERM	MEANING / DEFINITION
ESO	Emergency Services Officer
Relevant parties	The Company's management together with and Delegate(s) and Officials of the Union
The Company	Diamond Protection (Victoria) Pty Ltd and/or any successor(s), assignee(s), transmittee(s) (including receivers, managers, trustees, administrators or liquidators) who have control over the assets (whether immediate or not) belonging to, or of, the whole or part of the businesses
The Union	Mining and Energy Union Victoria
This Agreement	The MINING AND ENERGY UNION VICTORIA - DIAMOND PROTECTION HAZELWOOD Enterprise Agreement 2023
Unreasonably withheld	It will be interpreted to be not unreasonably withheld if there will be an adverse or detrimental effect to the employee(s) pay and conditions, employment security, privacy, safety or health

APPENDIX A- BENCH MARK ASSESSMENT

The bench mark assessment is designed to assess the emergency service employee endurance, upper body strength, flexibility, balance, dexterity and ability to follow instructions on a series of basic physical tasks. This assessment may be varied where there is prior written agreement between the parties to this Agreement. The bench mark assessment will be carried out in full structural turnout gear complete with breathing apparatus apart from helmet i.e.: jacket, pants, gloves and safety boots. The assessment will be carried out by an assessment team consisting of a Company management representative(s) and an employee representative(s) as nominated by the employee.

Part 1 Confine Space Assessment

Crawl backwards through a sixmeter darkened tunnel with a diameter of approximately 750 mm, wearing breathing apparatus and face mask. The facemask will not be connected to air cylinders so fresh air can be breathed as normal. This assessment is not timed.

Part 2

This is a timed challenge - must complete all tasks within the stated time limit (12 minutes and 30 seconds).

Task 1 - Rescued Bag Haul

Using a rope, haul a rescue bag (weighing 14kg) complete with rope hand over hand vertically through a distance of approximately six metres. The rescue bag must be pulled over the rail of a balcony and placed safely on the grid mat. On completion the employee is to descend a ladder to ground level and must use each rung.

Task 2 - Hose Drag & Hold

The employee will hold a 38mm hose complete with a Proteck branch for 60 seconds with a straight jet at a pressure of approximately 850kPa. They will then shut-off the branch and drag the hose 30 metres; then open the branch again and hold the hose for an additional 60 seconds.

Task 3 - Victim Rescue

Drag a 55kg dummy around a specified course for a distance of 32 metres. This must be attempted using correct manual handling practice and by traversing the course walking backwards.

Task 4 - Oxysox Assembly

Assemble Oxysox, which will be in five components being the mask, bladder, reservoir

bag, flow meter and airline, to be ready to conduct full cardio-pulmonary resuscitation practices.

Task 5 - Beam Walk

Walk along a straight painted line of approximately seven metres and back again without stepping off the painted line. Failure to complete the task will require the employee to restart this task. (There is no limit as to how many times the employee attempts this task other than completing within the overall time limit).

Task 6 - Make Foam

Roll out one length of 38mm hose and connect to a hydrant, pick up coupling and foam branch (FB5X or equivalent) complete with dip tube and walk until hose is fully extended. The employee will connect the branch and dip tube and return to the hydrant and collect two 20 litre containers of foam concentrate and return to the foam branch. When confident the foam system is ready, give "water on" signal to the assistant who will activate the hydrant to make foam.

End of assessment.

Note: If Part 1 and Part 2 are not successfully completed, the employee will be counselled by the assessment team and given opportunity to improve skills and fitness before being reassessed no sooner than eight weeks later unless agreed otherwise by the employee.

Where an employee, having already failed the first assessment, fails a reassessment, the assessment team will make a determination (together with the employee concerned) as to whether more time and a further assessment is appropriate or whether removal from the emergency duties and/or termination of employment is appropriate.

SIGNATORIES TO THIS AGREEMENT

For and on behalf of Diamond Protection Pty Ltd (The Company)

Name... ARIE KLIGER *A. Kliger* Witnessed by... TARUN PRADEEP KUMAR
Position... CHAIRMAN Witness Signature... *Tarun Kumar*
Address... UNIT 2A, 7-9 GILBY ROAD Witness Address... UNIT 2A, 7-9 GILBY ROAD
..... MOUNT WAVERLEY, VIC 3149 MOUNT WAVERLEY, VIC 3149

Date 04/03/2024

For and on behalf of Mining and Energy Union Victoria (MEU)

Name... ADRY SMITH Witnessed by... Mark Richards
Position... PRESIDENT Witnessed Signature... *Mark Richards*
Address... 5 LIGNITE CRT Witnessed Address... 5 LIGNITE CRT
MORWELL 3840 MORWELL 3840
8
Date 5/3/2024

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/629

Applicant: Arie Kliger

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Arie Kliger, Chairman, have the authority given to me by Diamond Protection Pty Ltd to give the following undertakings with respect to the Mining And Energy Union Victoria - Diamond Protection Victoria Hazelwood Agreement 2023 "the Agreement":

1. Clause 24.1 in the agreement extends to the resolution of disputes in relation to the National Employment Standards – NES.
2. A shift worker is considered to be an employee who works a shift roster as per clause 12.3.1
3. As per Clause 16.2 of the agreement – shift workers receive 240 hours of annual leave per year and day workers receive 152 hours of annual leave per year. This equates 6.4 weeks of annual leave per year for shift workers and 4.05 weeks of annual leave for day workers which is greater than the National Employment Standards.
4. The entitlement of compassionate leave as per clause 16.4.3 extends to circumstances of stillbirth or miscarriage.
5. Under Clause 16.5.4 the definition of a child for the purpose of adoption will be as under 16 as at the day/expected day of placement.
6. The minimum engagement for part-time employees as per clause 8.2 will be 4 hours or 20% of the agreed weekly ordinary hours, whichever is greater.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature:

Date: 15/03/2024