



DECISION

Fair Work Act 2009

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

EnergyAustralia Ecogen Pty Ltd T/A Ecogen Energy
(AG2024/1203)

ENERGYAUSTRALIA NEWPORT ENTERPRISE AGREEMENT 2024

Electrical power industry

COMMISSIONER CONNOLLY

MELBOURNE, 15 MAY 2024

Application for approval of the EnergyAustralia Newport Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *EnergyAustralia Newport Enterprise Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by EnergyAustralia Ecogen Pty Ltd T/A Ecogen Energy (the Applicant). The Agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 23 April 2024.

[3] The *notification time* for the Agreement under s.173(2) was 29 November 2023 and the Agreement was made on 28 March 2024. Accordingly, the *genuine agreement* requirements the Agreement is to be assessed under are those applying after 6 June 2023 and the *better off overall test* (BOOT) is that applying on and from 6 June 2023.ⁱ

[4] On 30 April 2024, the Employer was invited to address aspects of the Agreement including through the provision of an undertaking.

[5] The Applicant made submissions in respect of the issues raised regarding whether the Agreement would pass the better off overall test as provided for in ss 186(2) and 193 of the Act and has provided undertakings by way of amendments to the Agreement and has sought I approve the Agreement pursuant to ss 191A and 191B.

[6] I requested the Applicant to provide marked up and clean versions of the Agreement with the specified amendments incorporated and to inform all Award covered employees of the Agreement (employees who would otherwise be covered by the Agreement) that the Commission intends to approve the Agreement with the amendments sought. I sought the employees' views, and the employees were provided an opportunity to submit any views prior to this decision. I did not receive any objections to the specified amendments.

[7] There is one National Employment Standards (NES) issue that requires comment:

- **Redundancy pay:** Clause 6.2 of the Agreement provides for redundancy. Clause 6.2(h) of the Agreement provides that where suitable alternative employment is obtained the Company is not obliged to make payment under clause 6.2(g) of this Agreement or any other redundancy benefit set out in any other instrument if an employee is offered and accepts suitable alternative employment. Whilst this is correct, the Agreement does not appear to provide for the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate as required by s.120(2) of the Act or the FWC may order the first employer to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for subsection (3)) that the FWC considers appropriate. The first employer must pay the employee that amount of redundancy pay as required by s.122(4) of the Act.

[8] Clause 3 of the Agreement acts as an effective NES precedence clause, in that it states that *“The terms of this Agreement apply in a manner that does not exclude the National Employment Standards. Accordingly, the National Employment Standards (NES) shall continue to apply to the extent that any term of this Agreement is detrimental to an employee in any respect when compared with the NES.”* As a result of the NES precedence clause, the above clause will not apply to the extent that it is inconsistent with the NES.

[9] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), “Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia” and “Mining and Energy Union” being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[10] I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act as are relevant to this application for approval have been met.

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 December 2027.



COMMISSIONER

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ⁱ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

EnergyAustralia Newport Enterprise Agreement 2024

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1. Title

This Agreement shall be referred to as the *EnergyAustralia Newport Enterprise Agreement 2024*.

2. Parties

This Agreement covers and applies to:

- (a) EnergyAustralia Ecogen Pty Ltd (ABN 86 086 589 611) and/or any successor(s) (**Company**) at the Newport Power Station at 350 Douglas Parade Newport VIC 3051;
- (b) All persons employed by the Company at Newport Power Station who are employed within the classification structure listed in clause 7.2 (**Employees**); and
- (c) The following union/s subject to Fair Work Commission approval in accordance with the *Fair Work Act 2009* (Cth) (**FW Act**):
 - the Mining and Energy Union Victorian District Branch (**MEU**);
 - the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) – Electrical Trades Union Victorian Branch (**ETU**); and
 - the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, also known as the Australian Manufacturing Workers Union, Victorian Branch (**AMWU**).
- (d) For the avoidance of doubt, this Agreement does *not* cover professional, administrative, engineering, leadership or other non-trade/non-operational roles at the Company/Newport Power Station.

3. Application of Agreement

This Agreement is in full substitution for all awards and other industrial instruments that might otherwise apply.

The terms of this Agreement apply in a manner that does not exclude the National Employment Standards. Accordingly, the National Employment Standards (**NES**) shall continue to apply to the extent that any term of this Agreement is detrimental to an employee in any respect when compared with the NES.

4. Date and period of operation

This Agreement shall commence operation seven days after the date on which it is approved by Fair Work Commission (**FWC**) and shall remain in operation until the nominal expiry date 31 December 2027.

This Agreement shall continue to apply after its nominal expiry date until it is terminated or replaced by a new Agreement.

5. Display of Agreement

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

6. Employment security

6.1 Notice of termination

An employee may terminate his or her employment with the Company at any time by giving two weeks' notice.

Where employment is terminated by the Company, the employee shall be given four weeks' notice or equivalent payment in lieu of all or part of the notice period.

Employees' with at least two year's continuous service to the date of termination of employment and who are forty-five years of age or over, shall receive one additional week's notice or pay in lieu.

This shall not affect the right of the Company to dismiss any employee for gross misconduct or serious neglect of duty and, in such cases, salary shall be paid up to the time of dismissal only.

An employee holding compensating time-in-lieu credits shall cease working the applicable number of working days prior to the official termination date unless there is an agreement to the contrary.

6.2 Redundancy

(a) Preamble

Working arrangements at the Power Station have, to date, provided high plant performance and reliability. The Company does not currently see any circumstances which require it to consider making any position at the Power Station redundant. Nevertheless the parties recognise that such circumstances may arise in the future. If the Company is to consider making any position at the Power Station redundant, then the provisions of clause 6.2 shall apply.

For the purposes of all forms of redundancy, **Service** means continuous employment with the SECV, Generation Victoria, Ecogen Energy Pty Ltd, EnergyAustralia Ecogen Pty Ltd or any successor, assignee or transmittee of such without a termination of employment.

(b) **Discussions between the Company and the Union**

If it appears to the Company that a position or positions at the Power Station is or are likely to become redundant, the Company will, as soon as practicable after a decision is made, commence discussions with the Union and shall provide to the Union details about the likely redundancies. These details shall include the reasons for the position or positions becoming redundant; and the number, classifications, locations and other details of the redundant positions.

The Company's discussions with the Union shall include:

- (i) the positions identified as redundant, having regard to the efficient and economical working of the enterprise;
- (ii) advice and the timing of that advice to employees;
- (iii) matters which may ameliorate the effects of redundancy;
- (iv) options for redeployment; and
- (v) the selection of employees for redundancy including the use of voluntary redundancy.

The Company shall consider any options raised by the Union, which may assist in the effective management of the situation.

The obligation on the Company under clause 6.2(b) is to have discussions with the Union. Any decision as to the number of positions which shall be made redundant or the identity of the employees, whose employment shall be terminated consequent upon that decision, rests with the Company.

(c) **Voluntary redundancy**

- (i) After discussions with the Union under clause 6.2(b), the Company shall seek expressions of interest from employees to determine whether any employee wishes to be considered for voluntary redundancy. All expressions of interest received by the Company shall be considered. The Company shall determine whether any employee who has expressed an interest, is to receive an offer of voluntary redundancy having regard to the following factors:
 - (A) the number of positions which the Company has determined to be redundant;
 - (B) the skill mix of the employees who have expressed an interest in accepting voluntary redundancy;
 - (C) the skill mix required by the Company to maintain its on-going operations at the Power Station;
 - (D) the business needs of the Company;
 - (E) any factor which is peculiar to the individual employee who has expressed an interest in accepting voluntary redundancy; and
 - (F) any factor which is peculiar to the position(s) being made redundant.
- (ii) Once the Company has selected the employees who are to be offered a voluntary redundancy package, the Company shall advise those employees of the offer in writing. The offer shall also include:

- (A) the date by which the offer must be accepted;
 - (B) the date on which employment shall terminate if the offer is accepted; and
 - (C) an estimate and break down of the total termination payments (including the redundancy payment) that the employee shall receive on termination of employment.
- (iii) Despite anything else in clause 6.2(c), the Company is not obliged to make any offer of voluntary redundancy to any employee, whether or not that employee has expressed an interest in accepting voluntary redundancy.

(d) **Compulsory redundancy**

- (i) The Company may:
- (A) after discussions with the Union under clause 6.2(b);
 - (B) after receiving and considering expressions of interest for voluntary redundancy; or
 - (C) after making offers of voluntary redundancy (if offers made or acceptances received are less than the number of positions to be made redundant),

select one or more employees for termination of employment on redundancy grounds. In selecting employees for compulsory redundancy the Company shall apply objective selection criteria, which shall include:

- (I) the skill mix and competence of the employees;
 - (II) the skill mix required by the Company to maintain its on-going operations at the Power Station; and
 - (III) the business needs of the Company.
- (ii) If an employee is selected for compulsory redundancy the employee shall be advised in writing and that advice shall contain the following information:
- (A) the reason for the termination of employment;
 - (B) the date on which the employment shall end; and
 - (C) a breakdown of the total termination payments (including the redundancy payment) that the employee shall receive on termination of employment.

(e) **Redeployment**

The Company is not obliged to make payment under clause 6.2(g) if an employee whose position is made or becomes redundant is:

- (i) offered and accepts another position in the Company or within a related body corporate of the Company which would not be suitable alternative employment as defined in clause 6.2(h); or
- (ii) offered but does not accept another position in the Company which would be suitable alternative employment as defined in clause 6.2(h).

(f) **Notice and timing**

If, following discussions under clause 6.2(b), the Company decides that a position or positions are redundant and the employment of one or more employees shall be terminated on redundancy grounds, the Company shall provide to the employee whose position has been made redundant (**the Redundant Employee**) notice of termination in accordance with clause 6.1.

(g) **Redundancy benefits**

An employee selected for redundancy shall be paid the following, in addition to any other entitlements payable on the termination of that employee's employment:

- (i) a Redundancy Benefit equal to five week's pay for each completed year of service and a pro rata equivalent for the current year of service if that is less than a completed year (including if an employee has less than one years' continuous service), capped at eighty-seven weeks maximum payment; and
- (ii) the Company shall pay an external training or outplacement service allowance of up to \$4,500.00 on presentation of invoices by the external trainer or outplacement service provider who must be both independent and a registered training organisation indicating that those services have been utilised and undertaken by the employee.

(h) **Suitable alternative employment**

- (i) The Company is not obliged to make payment under clause 6.2(g) of this Agreement or any other redundancy benefit set out in any other instrument if an employee is offered and accepts suitable alternative employment (other than an offer of redeployment which is dealt with under clause 6.2(e)) by:
 - (A) the Company; or
 - (B) another employer (where such offer is made substantially as a result of the efforts of the Company), prior to the termination of his or her employment with the Company.
- (ii) If, after receiving notice under clause 6.2(f), an employee obtains employment with another employer (whether or not that employment is suitable alternative employment) other than under sub-clause 6.2(h)(i)(B), then at the request of the employee the Company will:
 - (A) not require the employee to work out the remainder of the notice given under clause 6.2(f);
 - (B) terminate the employment on an earlier date than that given in the notice under clause 6.2(f) to allow the employee to take up the new employment; and
 - (C) pay the employee his or her redundancy benefit under clause 6.2(g).

For the avoidance of doubt, the Company is not obliged to pay the employee the balance of the notice period under clause 6.2(f) if a request under this sub-clause 6.2(h)(ii) is made.

- (iii) Suitable alternative employment means a position that is:
 - (A) comparable to that currently held by the employee;
 - (B) comparable in terms of remuneration;

- (C) comparable in the terms of the level of seniority; and
- (D) within a 50km radius of the employee's current workplace.
- (iv) An employee must not unreasonably refuse to accept an offer of suitable alternative employment. If an employee unreasonably refuses to accept an offer of suitable alternative employment the Company is not obliged to make payment under clause 6.2(g) of the Agreement or any other redundancy benefit set out in any other instrument.

(i) **Disputes concerning offers of suitable alternative employment**

Any dispute about whether:

- (i) an employee has unreasonably refused to accept an offer of suitable alternative employment;
- (ii) the offer of alternative employment is an offer of suitable alternative employment; or
- (iii) the offer of suitable alternative employment was made substantially as a result of the efforts of the Company,

shall be dealt with in accordance with clause 27 (Dispute resolution) of this Agreement.

7. Salaries and benefits

7.1 Payment of salaries

The Company shall facilitate the disbursement of employee salaries to employee nominated entities via electronic funds transfer on a fortnightly basis, provided such entities are willing to receive it.

If, as a result of the Company's negligence or failure, salary is not paid to an employee by close of business on the applicable pay day, the employee shall be paid at overtime rates for the period the employee is kept waiting from close of business on the applicable pay day until such time as the salary is credited to the employee's bank account.

On or prior to pay-day, the Company shall state to each employee in writing the amount of salary to which the employee is entitled, the amount of deductions made, and the net amount being paid. Employees' annual leave balances and time-in-lieu shall be indicated on their pay slips each fortnight.

7.2 Salary structure

Employees shall be remunerated in accordance with the annualised salaries set out in the table below. The annualised salary compensates the employee for all ordinary time work and any allowances not provided for in this Agreement (including the 'manning' and phone allowance previously provided in the *CFMEU Ecogen Energy Agreement 2016*). The table below represents the annualised salary set out as fortnightly and hourly rates.

For the avoidance of doubt, 'back-pay' provided to employees following commencement of this Agreement (as a result of the first wages increase being effective 1 January 2024) only applies to those employees a) who were covered by the previous 2020 Agreement between 1 January 2024 and commencement of this Agreement, and b) who are still employed by the Company (and in a role covered by this Agreement) on commencement of the Agreement.

Date	From first full pay period on or after 1 Jan 2024		From first full pay period on or after 1 Jan 2025		From first full pay period on or after 1 Jan 2026		From first full pay period on or after 1 Jan 2027	
Classification	Hourly normal rate (\$)	Hourly overtime rate* (\$)	Hourly normal rate (\$)	Hourly overtime rate* (\$)	Hourly normal rate (\$)	Hourly overtime rate* (\$)	Hourly normal rate (\$)	Hourly overtime rate* (\$)
PT1.1	146.3	117.04	152.2	121.7	158.2	126.6	164.6	131.7
PT1.2	143.9	115.12	149.7	119.7	155.6	124.5	161.9	129.5
PT2.1	130	104	135.2	108.2	140.6	112.5	146.2	117.0
PT2.2	123.7	98.96	128.6	102.9	133.8	107.0	139.1	111.3
PT2.3	118.5	94.8	123.2	98.6	128.2	102.5	133.3	106.6
PT3.1	110.8	88.64	115.2	92.2	119.8	95.9	124.6	99.7
PT3.2	102.9	82.32	107.0	85.6	111.3	89.0	115.7	92.6
PT3.3	94.4	75.52	98.2	78.5	102.1	81.7	106.2	84.9
Trades/Maintenance 1	77.1	N/A	80.2	N/A	83.4	N/A	86.7	N/A
Trades/Maintenance 2	73.7	N/A	76.6	N/A	79.7	N/A	82.8	N/A
Trades/Maintenance 3	69.0	N/A	71.7	N/A	74.6	N/A	77.6	N/A
Trades Maintenance 4	65.8	N/A	68.4	N/A	71.2	N/A	74.0	N/A
Trades/Maintenance 5	62.7	N/A	65.2	N/A	67.8	N/A	70.5	N/A

*Refer to clause 11.1 for applicable penalty rates which are applied to the 'overtime rates' above.

7.3 Maintenance/Trades classifications

The Trades/Maintenance classifications above will cover the following roles:

- Trades/Maintenance 1: Experienced Advanced Tradesperson combined with Supervision of up to 5 direct reports
- Trades/Maintenance 2: Experienced Advanced Dual Tradesperson (Electrical & Instrumentation/Controls)
- Trades/Maintenance 3: Experienced Multi-Task Tradesperson
- Trades/Maintenance 4: Multi-Task Tradesperson
- Trades/Maintenance 5: Base Tradesperson

7.4 Salary packaging

Subject to relevant Australian Taxation Office guidelines, the Company shall facilitate salary packaging for employees. Salary packaging shall 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. The salary sacrifice rate of pay is applicable for all periods whilst on leave.

Employees shall be entitled to sacrifice salary for any non-cash benefit, in accordance with the Company's policy and subject to the Australian Tax Office guidelines and the employee's acceptance of liability of any fringe benefits tax payable. The Company shall not remove the availability of salary packaging for employees and any changes to the Company's policy and procedures shall be subject to consultation with affected employees, the Union and a period of reasonable notice of any change.

The sacrificing of salary shall not reduce the salary used for the purposes of superannuation.

7.5 Superannuation

(a) Choice of fund

Employees may choose the superannuation fund that the Company makes their contributions into by completing a standard choice form. If an Employees does not choose a superannuation fund:

- The Company will check with the Australian Taxation Office (**ATO**) if the Employee has an existing superannuation account (a "stapled fund") and, if they do, pay superannuation contributions into the stapled fund; or
- If the ATO does not identify a stapled fund for the Employee, pay superannuation contributions into Equipsuper (the default fund provided for by the Agreement) and abide by the rules of that fund and make all necessary payments in accordance with the rules of the fund.

(b) Membership options (equipsuper)

All employees shall be entitled to membership of **equipsuper** Superannuation Fund Division D (the 'accumulation' fund).

Employees that are currently members of the **equipsuper** Superannuation Fund Division C (the 'defined benefit' fund) shall be entitled to continued membership of that fund and in addition have the option of supplementary membership of Division D (the 'accumulation' fund).

Where an employee is a member of the defined benefit fund they shall have the option of making additional contributions to the accumulation fund.

(c) Contribution rates

Where an employee is not a member of the defined benefit fund the Company shall contribute into the employee's superannuation account each pay period an amount equal to the government mandated superannuation guarantee contribution rate (currently 11%) . Contributions will *not* be capped at the 'maximum contribution base' as varied from year to year.

Note: the additional 4% employer superannuation contribution which applied under the previous 2020 Agreement has been rolled into starting normal rates of pay under this Agreement, and will no longer be made to employees from commencement of this Agreement. For the purposes of any 'back-pay' associated with the first wages increase under this Agreement effective 1 January 2024, the applicable superannuation contribution rate will be 11%.

(d) Salary sacrificing contributions

The Company shall provide all employees the option of salary sacrificing their superannuation contributions. Employees shall have the right to vary their superannuation salary sacrifice arrangements and/or contribution rates.

(e) **Accrued Benefit Multiple**

There shall be no maximum applied to an employee's defined benefit Accrued Benefit Multiple for any benefit ie: the Accrued Benefit Multiple can accrue without limit.

(f) **Division C Death Benefit and PTD Benefit**

The Division C Death Benefit and Permanent Total Disablement Benefit shall not have any limit applied that is based on a multiple of Final Average Remuneration.

(g) **Company contribution records**

The Company shall endeavour to provide each employee with details of all contributions made in the employee's name in order to enable employees to tax-effectively manage their 'total annual contributions' when information becomes available.

7.6 Travel, accommodation and incidental expenses

All reasonable travelling, meal and accommodation expenses incurred by an employee whilst on endorsed Company business shall be reimbursed upon presentation of appropriate receipts wherever practicable.

An employee who is required to use a private motor vehicle for other than travel to and from the normal place of work, will, in addition to being reimbursed for all tolls and parking fees, be paid per kilometre travelled an allowance equal to the maximum Australian Taxation Office guideline for car expenses (85 cents per kilometre as at commencement of this Agreement).

Time required to travel to and from an alternate work destination that is in excess of that time required to travel to and from the normal place of work shall either be paid as overtime or such excess travel time shall occur during ordinary hours of work.

7.7 Meal allowances

The value of each meal allowance payable in accordance with clause 9.3 shall be \$35.65.

8. Types of employment

8.1 Employees may be employed in one of the following categories:

- a) Full-time; or
- b) Part-time.

8.2 At the time of engagement, the Company shall inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time or part-time.

Full-time employees

8.3 A full-time employee is one who is a) a day-worker in accordance with clause 9.1 and who works ordinary hours of thirty-six hours per week averaged across the nine day fortnight or

b) a shiftworker in accordance with clause 9.2 and who over the five week roster cycle averages thirty-six hours per week.

Part-time employees

8.4 A part-time employee:

- a) Works an average of less than the full-time hours as defined in clause 8.3;
- b) Has reasonably predictable hours of work; and
- c) Receives, on a pro rata basis (as far as permissible by law), equivalent pay and conditions to full-time employees in the same classification.

8.5 At the time of engagement, the Company and a part-time employee shall agree in writing on a regular pattern of work including the days/hours (day-workers) or average hours (shiftworkers) to be worked. Any agreed variation to the regular pattern of work shall be recorded in writing. All time worked in excess of the agreed hours of work shall be overtime and paid for at overtime rates.

8.6 Where a part-time employee works on a roster, the employee shall receive a minimum number of days off over the roster cycle, being a minimum of 4 days multiplied by the number of weeks in the roster cycle.

8.7 Part-time employees (who are engaged as Process Technicians) will be suitably experienced and qualified having previously worked at Newport Power Station or another thermal power station.

9. Hours of work

9.1 Day-work

Day-work employees shall work a nine day fortnight Monday to Friday with every second Monday being a Special Day Off (**SDO**).

Where a Monday is a public holiday or a day in lieu of a public holiday that falls on the weekend, the SDO shall be moved to the nearest working day or otherwise as agreed by the relevant parties.

SDOs may be moved to a day other than a Monday by mutual agreement between the individual employee and the relevant supervisor or manager. In the absence of such mutual agreement, where an employee is requested to work an SDO, normal overtime provisions shall apply.

The ordinary hours of work shall be thirty-six hours per week averaged across the nine day fortnight. Each work day shall commence at 7:30 AM and conclude at 4 PM with a thirty-minute unpaid meal break between 12:30 PM and 1 PM. Times may be varied to suit specific occasions where there is agreement between the employee concerned and the relevant supervisor or manager.

9.2 Shift work arrangements

(a) Rostering

Rostering of shift work employees shall be performed on a Roster marked up by the Team Leaders and displayed in a prominent position visible to the shift work employees. All shift work employees shall be assigned to the Roster.

The Roster must be kept updated as an accurate historical record. The Roster shall show all rostered shifts and leave. The Team Leaders shall ensure that at least three months of advance roster are posted at all times.

Without their consent, shift work employees shall not:

- (i) have their shifts changed without three days advance notice of such change except in accordance with clause 9.2(b);
- (ii) be rostered to more than two consecutive night-shifts without a 24-hour break;
- (iii) be rostered to work more than five 12 hour shifts in any 9 consecutive days except at the time of changeover between rosters; and
- (iv) be rostered to work more than four shifts without a 24-hour break.

(b) Change of shift maintenance day to nightshift

Where an unexpected vacancy occurs on the nightshift and an overtime call-in has not been possible an employee rostered to shift maintenance may be sent home to return that evening at 6:45 pm to fill such vacancy, provided that notification and departure from site occurs prior to 8:45 am and further provided that the night shift is remunerated as overtime and further provided that, where the employee is rostered to the day shift following such night shift, such day shift is granted as time off without loss of pay.

(c) Shift roster

Except as otherwise provided in clause 9.2(d) and 9.2(e), shift work employees shall be rostered to the shift roster cycle, which shall be five weeks (thirty-five days) in duration as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D	D	N	N			
Week 2			D	D	N		
Week 3				SMD	D	N	N
Week 4						D	D
Week 5	N	N					

Where D = day shift, N = night shift and SMD = shift maintenance day.

Each cycle contains seven day shifts, seven night shifts and one shift maintenance day and over the five weeks averages thirty-six hours per week.

Day shift shall commence at 6:15 AM on the day marked as 'D' on the roster and conclude at 6.30 PM the same day. Night shifts shall officially commence at 6:15 PM on the evening of the day marked as 'N' on the roster and conclude at 6.30 AM on the following day. The first and last fifteen minutes of each shift is to be used for the effective handover of information from the outgoing shift to the incoming shift and counts as time worked. Employees may mutually agree to vary these times on occasion in accordance with sub-clause 9.2(f).

Day and night shifts shall include two paid meal breaks and paid rest breaks as required.

Shift maintenance days shall commence at 7 AM and conclude at 4 PM inclusive of a thirty minute unpaid meal break and paid rest breaks in the morning and afternoon.

Start and finish times, and the shift roster/rotation may be changed following agreement between effected Process Technicians (by at least a 2/3 majority) and the Company.

(d) Relief roster

At any point in time there shall be one crew of shift work employees rostered to relief with the remaining five crews rostered to the shift roster shown in clause 9.2(c). The crews are staggered to rotate through the relief roster in turn. The pattern is five rosters of shift roster followed by a roster of relief before returning to the shift roster again.

At all times, three PTs (one from each level), can take annual leave (if they apply for that leave) – however this number may be reduced by proportionately by the number of relief PTs covering personal (sick/carers) leave of four weeks or less. All other leave types (including long term leave related to transition to retirement, family/parental leave and 'out of roster' project work will not adversely impact the ability of other employees to take annual leave.

During the five weeks of the relief roster the shift work employees may be rostered to cover both day and night 12 hour operational shifts. When not required to cover operational shifts, these employees shall be assigned to maintenance activities commencing at 7 AM and finishing at 3:30 PM from Monday to Friday inclusive on a nine day fortnight basis, or normal shift work hours (to be agreed with the Operations Leader).

When assigned to maintenance activities shift work employees shall be entitled to a thirty-minute unpaid lunch break and paid rest breaks and not be required to work more than five hours without a meal break.

The total number of ordinary time hours worked over a relief roster shall not exceed one-hundred and eighty (180) hours and normal rostering limitations shall apply.

(e) Abnormal roster arrangements

In the event of planned outage of the Unit Plant, the roster arrangements may be varied provided that those arrangements are the subject of prior consultation and agreement between the relevant parties.

In the event of an unexpected forced outage of the Unit Plant that requires urgent repairs to be carried out, an employee's roster arrangements may be varied for the duration of the outage provided that those arrangements are the subject of prior consultation and agreement between that employee and the Team Leader and agreement shall not be unreasonably withheld.

(f) Mutual change of shift

Shift work employees may mutually agree to swap shifts or parts of shifts in order to suit their personal needs provided that:

- (i) personnel obtain the approval of the Operations Leader of any changes involving a full shift; and
- (ii) remuneration for time worked shall occur as if the change had not taken place.

Where such change is performed in accordance with the above the personnel concerned shall be covered against any accident whilst at work as if it was their normal shift.

9.3 Meal and rest breaks

An employee shall not be compelled to work for more than five hours without a break for a meal.

All meal breaks during operational shifts whether in ordinary time or overtime, shall count as time worked.

(a) Work continuous with ordinary hours

An employee who is required to work overtime for not less than two hours but not more than four hours before or after working ordinary rostered hours shall receive during such overtime a meal break of twenty minutes and a meal provided by the employer, or a meal allowance.

Where the overtime is to continue after the fourth hour (and after each subsequent four hours) the employee shall receive a meal break of twenty minutes and a meal provided by the employer, or a meal allowance.

(b) Called back to work at other times

An employee who is required to return to work after completion of their normal shift or attend on a rostered day off shall where the work is to continue after the fourth hour (and after each subsequent four hours) receive a meal break of twenty minutes and a meal provided by the employer, or a meal allowance.

(c) Rest breaks

Paid rest breaks shall be allowed and the employer shall provide the facilities (including milk, tea, coffee and sugar) for an employee to make tea or coffee. These facilities shall also be available during meal breaks.

9.4 Daylight saving

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

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time 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 **summer time** shall have the same meaning as prescribed by the relevant legislation.

10. Stand down of employees

- (a) The Company may, under this clause, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:
 - (i) industrial action (other than industrial action organised or engaged in by the Company);

- (ii) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; and
 - (iii) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- (b) However, any stand down of an employee due to the circumstances described above is subject to the following conditions:
- (i) The Company shall consult with affected employee/s and their representatives about measures to avoid or mitigate the effect of the stand down prior to making a decision to proceed with the stand down.
 - (ii) An employee may only be stood down when there is no work available in his or her usual classification, including reasonable alternate duties.
 - (iii) During a period of stand down, an employee shall have the choice of either accessing any paid leave they have accrued or taking leave without pay.
 - (iv) A stand down shall not exceed six weeks in duration unless otherwise agreed between the relevant parties.
 - (v) An employee stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.

11. Overtime

11.1 Remuneration for working overtime

All time worked in addition to ordinary working hours, to the nearest quarter of an hour, shall be paid as overtime. All overtime shall be remunerated at the rate of double time, except where such overtime is worked on a public holiday whereupon it shall be remunerated at the rate of double-time and a half.

For the purposes of paid overtime, double time and double time and a half shall be applied to the employee's hourly normal rate of pay as calculated based on the rates in clause 7.2 except in the case of a shift-worker where it shall be applied to the hourly '*overtime rate*' specified for the applicable Process Technician classification in the table in clause 7.2.

Employees may elect to receive remuneration for overtime in any of the following forms:

- (a) All pay;
- (b) All time off in lieu; or
- (c) 50% pay and 50% time off in lieu.

11.2 Requirement to work reasonable overtime

The Company may require an employee to work reasonable overtime at overtime rates provided that an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) Any risk to employee's health and safety;
- (b) The employee's personal circumstances including any family responsibilities;

- (c) The need of the workplace or enterprise;
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

No greater than sixteen hours, or four hours overtime in addition to a normal twelve hour rostered shift, shall be required of any employee. Every effort shall be made to confine overtime such that a ten hour rest may be observed.

11.3 Call-ins

The Company shall make every effort not to contact off-duty employees between the hours of 10 PM and 7 AM, e.g. A plant fault or breakdown that impacts on production may require urgent attention and warrant disturbing the appropriate off-duty employees. However, should a shortfall in the day shift staffing not become apparent until after 10 PM the call-in shall await the arrival of 7 AM.

An employee recalled to work overtime, whether notified before or after leaving the employer's premises and who returns home on completion of such overtime work, shall be paid for a minimum of four hours work at the appropriate rate for such work. In such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked.

11.4 Rest periods

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 circumstance where an employee works so much overtime between the termination of ordinary work on one shift and the commencement of ordinary work on the next shift that the employee has not had at least ten consecutive hours off duty between those times.

If an employee is instructed by the employer 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.

11.5 Transport of employees

When an employee, after having worked overtime, and:

- (a) is suffering from fatigue and concern exists for his or her ability to safely travel home; or
- (b) 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 if applicable) to the employee's home.

11.6 Overtime equalisation

The Company shall support a system for the equalisation of overtime opportunities among the shift work employees. To facilitate this, the Company shall maintain a continuous record of all overtime worked by each of the shift work employees.

An employee elected from time to time by and from the shift work employees shall manage the system and be provided access to view the Company's leave and payroll records for the purpose of managing and auditing the overtime equalisation system.

The shift work employees shall be listed according to the number of overtime hours they have actually worked.

Where overtime is required to be worked, it shall be offered to the shift work employee with the lowest overtime hours first, followed by the employee with the second lowest hours and so on, provided that such employees:

- (a) are not on leave;
- (b) possess the skills required to perform the work; and
- (c) would not as a result of the overtime, be required to work two consecutive 12 hour shifts or a 12 hour shift consecutive with day-work.

The record of overtime worked and rejected by all shift work employees shall be posted in the control room for examination and use and updated at least monthly.

New shift work appointees shall be given an overtime hour figure equal to the average of all the shift work employees as at the time the appointee commences the appointed position.

12. Classifications

12.1 General

The classification, duties and responsibilities of an employee shall not be changed unless agreed between that employee and the Company.

Where shift work employees work other than shift work their remuneration arrangements shall not reduce. The pay level of each Newport classification is included on the pay scale shown in clause 7.2.

12.2 Process technician advancement

The following table details the requirements for advancement for Process Technician classifications:

BAND	LEVEL	REQUIREMENTS
1	1	Progression to Band 1 Level 1 requires the following: <ul style="list-style-type: none">• Completion of Operations competencies 11 and 12; and• Successful completion of any one of the following major projects: outage permit coordinator, outage coordinator, development and delivery of a training program and development/review of operational procedures or relevant qualification (eg: certificate IV assessment and workplace training, certificate of technology or degree) or relevant second trade or basket of non-trade skills additional to previous maintenance skills.
	2	Progression to Band 1 requires the following: <ul style="list-style-type: none">• 12 months consolidation of competency at Band 2; and• Competency Assessment by two PT1s and Operations Leader, followed by approval by the Site Leader (approval will not be unreasonably withheld).
2	1	Progression to Band 2 Level 1 requires the following: <ul style="list-style-type: none">• Demonstrated competency to manage maintenance activities within an assigned major plant system.

BAND	LEVEL	REQUIREMENTS
	2	<p>Progression to Band 2 Level 2 requires the following:</p> <ul style="list-style-type: none"> Access permit authorisation; and Newport Electrical Authorisation.
	3	<p>Progression to Band 2 Level 3 requires the following:</p> <ul style="list-style-type: none"> 12 months consolidation of competency at Band 3; Competency Assessment by two PT1s and Operations Leader followed by approval by the Operations Leader (approval will not be unreasonably withheld); High voltage authorisation; and Completion of Operations competencies 6, 8 and 9.
3	1	<p>Maximum appointment level for new employees.</p> <p>Progression to Band 3 Level 1 requires the following:</p> <ul style="list-style-type: none"> Boiler Ticket; and Turbine Ticket.
	2	<p>Progression to Band 3 Level 2 requires the following:-</p> <ul style="list-style-type: none"> Completion of Operations competencies 1, 2, 3, 5, 7 and 10; and Trade qualification or technical qualification or non-trade tickets (eg: fork-lift, crane driver, mobile crane operator, rigging, scaffolding, electrical D-licence, gas fitting).
	3	<p>Minimum appointment level for new employees. During first three months complete:</p> <ul style="list-style-type: none"> Station orientation and general policy module; Health and safety module; and Environmental awareness module.

12.3 Higher duties

An employee who at the request of a Team Leader performs the duties of a higher classification for a continuous period of not less than one working day or shift shall be paid at the rate of the higher classification for such period. Higher duties may only be performed where the employee is suitably trained and competent. The Company shall ensure that all employees who are capable and wish to do so are suitably trained and qualified to step up one level if required, such training shall be conducted in line with clause 13 of this Agreement.

13. Training and development

The Company shall provide such information, instruction, training and supervision as is necessary to enable employees to perform their work in a manner that is safe and without risk to health.

Training undertaken by employees shall be recorded by the Company and where possible, shall be nationally accredited training. The Company shall pay all reasonable costs associated with training upon presentation of receipts where practicable.

The Company shall aim to provide training during ordinary working hours however, where training occurs outside of ordinary working hours employees shall be compensated in accordance with the overtime provisions of clause 11.

Employees shall undertake such training as required under a specific training plan discussed and agreed with their Team Leader or supervisor.

Employees shall fully utilise their recognised skills provided the employee is deemed competent in the skill and it is considered both safe and legal.

The Company shall facilitate Boiler and Turbine Ticket training for all shift work employees as requested.

14. Shift staffing

14.1 Overall staffing levels

Subject to clause 14.4, the minimum overall staffing levels of Process Technicians (on a Full Time Equivalent basis) shall be six PT1s, and six PT2s provided that where an extra PT of a higher classification exists, it may be counted as a PT for the lower classification.

Overall there shall be a minimum of eighteen Process Technicians employed under this Agreement.

14.2 Steam to turbine or boiler pressure raising

The minimum number and classification of Process Technicians on duty on any shift where steam is admitted to the turbine or when the boiler is being fired (for purposes other than maintaining the boiler at hot standby status) shall be one PT1, one PT2 and one PT3, provided that a higher classified PT shall be deemed to satisfy the requirements of a lower PT.

For the purposes of this sub-clause an appropriately qualified Team Leader may substitute for a Process Technician.

14.3 All other occasions

The minimum number and classification of Process Technicians on duty for all circumstances other than clause 14.2 above shall be one PT2 and one PT3, provided that a higher classified PT shall be deemed to satisfy the requirements of a lower PT. At no stage shall the staffing level fall below two PTs.

For the purposes of this sub-clause an appropriately qualified Team Leader may substitute for a Process Technician. Additionally, for the purpose of this sub-clause only, a Gas Turbine Officer from Jeeralang Power Station may substitute for a Newport Process Technician on nightshift provided that:

- (a) the remaining on-duty Newport PT is at least a PT2;
- (b) the plant is fully out of service (the boiler and condensate systems are drained, the generator is de-gassed and the oil systems shutdown); and

- (c) the Jeeralang Gas Turbine Officer is not used for operational work but rather as a safety observer to the Newport shift work employee with the two remaining within radio contact if apart.

14.4 Filling of vacancies

Unless otherwise agreed by the relevant parties, all shift work vacancies shall be filled in accordance with the following:

- (a) the vacancy shall be advertised within four weeks of the vacancy being created; and
- (b) the selection process shall be completed and successful applicants notified within ten weeks of the vacancy being created; and
- (c) successful applicants shall commence on the job within twenty weeks of the vacancy being created.

15. Public holidays

15.1 General

Employees shall be entitled to the following public holidays without loss of pay:

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, Friday before the AFL Grand Final, Melbourne Cup Day, Christmas Day (25 December) and Boxing Day (26 December).
- (b) The Monday after Christmas Day when Christmas Day is a Saturday, or the Tuesday after Christmas Day when Christmas Day is a Sunday.
- (c) The Monday after Boxing Day when Boxing Day is a Saturday, or the Tuesday after Boxing Day when Boxing Day is a Sunday.
- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next work day.
- (e) Where in the State of Victoria, public holidays are declared or proclaimed on days other than those set out in sub-clause a) those days shall constitute additional holidays for this Agreement.
- (f) The Company and an employee may agree to substitute another day for any day prescribed in this clause. Any such arrangement will be recorded in writing and provided to the employee.

15.2 Public holidays – day-work employee

Day-work employees shall be entitled to time off without loss of pay for all public holidays (including days in lieu thereof) created in accordance with clause 15.1.

A day-work employee shall be remunerated at the rate of double time and a half for all work done on a public holiday in addition to their normal pay.

Where work is performed on a public holiday and payment is due, one day off in lieu may be substituted for a portion of the payment due with the balance of the payment being made in money where at least a normal day is worked.

15.3 **Public holidays – shift-work employee – annualisation ('buy out') of public holiday pay/leave**

The public holiday penalties/leave credits set out below (clause 15.5) have been built into the normal rate of pay for Process Technicians (shiftworkers), effective 1 January 2024.

The exceptions to this are:

- (a) part (b)(iii) below i.e. if a shift-work Process Technician is rostered *off* but works *overtime* on a public holiday, they will be paid double time and a half of their 'overtime rate' (set out in clause 7.2) for all time worked; and
- (b) if *more than* 15 public holidays are declared/gazetted for the particular calendar year (detailed further below).

The annualisation of public holiday penalties for Process Technicians has been calculated on the basis of 168 hours of public holiday pay, via the following assumptions:

- 14 public holidays per year;
- 40% of public holidays rostered on;
- 60% of public holidays rostered off.
- If an additional/new public holiday is declared/gazetted by the Government (resulting in more than 14 public holidays – and up to 15 public holidays – for any given calendar year), no additional public holiday payments/leave credits will apply (other than overtime pay if a Process Technician works overtime on that additional/new public holiday). If *more than* 15 public holidays are declared/gazetted by the Government in any given calendar year, then any public holidays *above* 15 public holidays, will be treated in accordance with clause 15.5.
- Any public holiday credits accrued prior to commencement of this Agreement that remain unused, will continue to be available to an employee to take as leave (or the employee may elect to have them cashed out at any time).

15.4 **Public holiday pay/leave received between 1 January 2024 and commencement of this Agreement**

- As above, public holiday pay/leave has been built into shift-work Process Technicians' normal rates of pay from 1 January 2024 (i.e. back-dated). To avoid an Employee being paid twice for any public holidays which occurred between 1 January 2024 and commencement of this Agreement (inclusive) i.e. in relation to which leave/pay under the public holiday clause in the 2020 Agreement has already been provided, the following process has been agreed:
 - o The total number of hours of public holiday pay/leave (combined) that each shift-work Process Technician has received between 1 January 2024 and commencement of this Agreement will be calculated;
 - o Each employee can elect (via notification to the Operations Leader and the Payroll team), whether they wish to a) have their existing public holiday leave credit balance reduced by the relevant number of hours, or b) have a deduction made from their 'back-pay' owing under the first pay after commencement of this Agreement (equal to the number of public holiday hours owing multiplied by the normal rate of pay effective the first full pay period on or after 1 January 2024).
 - o If an employee has insufficient public holiday leave credits to cover the entire amount owing, or does not make an election, the employee will be taken to have elected the option of a deduction from their back-pay.

15.5 **Public holidays – shift-work employee**

Subject to clauses 15.3 and 15.4 above, the rate of double time and a half shall apply for work on a rostered shift, the major portion of which is performed on a public holiday as prescribed.

Where a shift commences before midnight on a public holiday, the time so worked before midnight shall not entitle the employee to the holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

In respect to public holidays created under clause 15.1, shift-work employees shall be entitled to the following in addition to their normal pay:

- (a) Shift-work employees who are 'rostered off' on a public holiday will, at the employee's discretion be entitled to either:
 - (i) a leave credit of eight hours; or
 - (ii) eight hours pay at their 'overtime rate' specified in clause 7.2.
- (b) Shift-work employees who were 'rostered off' but work overtime on a public holiday will, at the employee's discretion be entitled to:
 - (i) in respect to the public holiday – eight hours pay at their 'overtime rate' specified in clause 7.2; or
 - (ii) a leave credit of eight hours; and
 - (iii) in respect to the overtime – double time and a half of their 'overtime rate' specified in clause 7.2 for all time worked.
- (c) Shift-work employees who are 'rostered on' and work ordinary time on a public holiday will, at the employee's discretion, be entitled to either:
 - (i) a leave credit of one and a half times the period of the shift worked; or
 - (ii) payment at the rate of one and a half times their normal rate of pay specified in clause 7.2 for the shift worked.
- (d) By mutual agreement between the Operations Leader and the employee, 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 avoidance of doubt, an employee who is rostered on to work ordinary hours on a public holiday but is granted leave on that public holiday (in accordance with the leave provisions in this Agreement), will not have any leave deduction on that public holiday, however, will not receive any of the public holiday payments/leave credits set out in (a) to (c) above.

16. Leave

16.1 General

(a) Service

For the purpose of all forms of leave, **service** means continuous employment with the SECV, Generation Victoria, Ecogen Energy Pty Ltd, EnergyAustralia Ecogen Pty Ltd or any successor assignee or transmittee of such without a termination of employment and includes:

- (i) any period of absence up to one hundred and thirty weeks as a result of an injury by accident arising out of and in the course of employment;
- (ii) *any period which the employer may declare in respect of any employee to be additional service; and

- (iii) in the case of long service leave, no existing employee shall suffer any loss of service recognised as at the date of commencement of this Agreement.

(b) Termination of employment

An employee whose service is terminated for any reason whatsoever shall be paid for any annual leave, time-in-lieu of overtime, public holiday credits and long service leave owing to the employee on the basis of entitlements in this Agreement. Time-in-lieu of overtime and/or public holiday credits can also be cashed out by an employee prior to their employment with the Company ceasing, by request to the Company.

In addition, the employee shall be paid for annual leave and long service leave on a pro-rata basis for each completed calendar month of continuous service since the employee's leave last became due provided that any debts owing to the employer by the employee shall be offset against any payment in lieu of leave due to that employee. Payment in lieu of leave shall be made at the normal rate of pay applicable to the employee on the date when employment is terminated.

An employee shall not have any termination entitlement to long service leave unless he or she has reached:

- (i) three years of continuous service in cases when the termination was due to death, total and permanent disability, ill-health or redundancy; or
- (ii) seven years of continuous service in cases where termination was due to resignation.

(c) Sick leave during periods of leave

Sick leave because of personal illness shall be granted to employees absent on annual leave or long service leave provided that a satisfactory medical certificate is produced. In such cases, an equivalent period of leave shall be re-credited or the employee's period of absence extended.

(d) Public holidays during periods of leave

Any public holiday occurring during a period of paid leave shall not be regarded as part of the leave.

16.2 Annual leave

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. For each year of service with the Company, an employee is entitled to the following amounts of paid annual leave:

HOURS OF WORK	YEARLY ANNUAL LEAVE (HOURS)
Day-work (36 hours per week ordinary hours)	160
Shift-work (36 hours per week ordinary hours)	215

A “shift worker” is defined for the purposes of the NES as an employee who:

- (a) Works a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the seven days of the week; and
- (b) Is regularly rostered to work Sundays and public holidays.

An employee engaged in a category for only part of the year shall be entitled to annual leave calculated on a pro rata basis.

Payment during annual leave shall be at the normal rate of pay which the employee is being paid so that there shall be no deduction from the normal pay by reason of such leave.

An employee receiving an allowance on a continuous basis shall continue to receive the allowance on all authorised paid absences on annual leave, subject, in the case of higher duties, to the employee resuming higher duties on completion of the leave.

Applications for annual leave shall be made on the prescribed forms and approved before leave is taken. Annual leave shall accrue during periods of leave.

(c) **Leave preference system**

An agreed system for the sharing, on a rotational basis, the opportunities for shift workers to take leave particularly during peak leave demand periods has been implemented and shall be continued unless otherwise agreed.

(d) **Excess leave management**

The following table indicates the amount of annual leave (inclusive of time-off-in-lieu of overtime and public holiday credits) which employees may accumulate at any time, above which the amount shall be classified as excess leave.

HOURS OF WORK	MAXIMUM ACCUMULATED LEAVE (HOURS)
Day-work	300
Shift-work	400

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

- (i) The employee shall be notified by the Team Leader that his or her leave is in excess and be requested to rectify the situation by submitting appropriate leave application form(s);
- (ii) If the employee fails to submit the required leave application form(s) within two weeks, the Team Leader shall warn the employee in writing of the requirement to act accordingly;
- (iii) 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 Team Leader may roster the employee to take the amount of leave in excess.

(e) **Requests for leave**

Subject to the operational requirements of the Company, all requests for Annual Leave or Long Service Leave shall be determined on their merits. In the event of one or more Process

Technicians seeking to or being on leave at the same time the Company shall not unreasonably refuse the request.

(f) Cashing out of annual leave

- (i) Paid annual leave must not be cashed out except in accordance with an agreement under this clause, and each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement as below.
- (ii) The Company and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee, up to twice per year.
- (iii) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (iv) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 160 hours for dayworkers, or 215 hours for shiftworkers.

(g) Purchase of additional leave

- (i) An employee can apply for additional purchased leave (once every 12 months) if:
 - (A) they have at least 6 months' service with the Company; and
 - (B) their employment is not ending within 6 months of their purchased leave date; and
 - (C) their combined leave balance (annual leave, and if applicable, long service leave) is not more than 220 hours for dayworkers or 300 hours for shiftworkers.
- (ii) Subject to reasonable operational requirements, an employee's leader may approve 1 to 5 weeks (36 to 180 hours) paid purchased leave, which will result in a proportionate deduction from the employee's salary over 13 consecutive pay periods.
- (iii) Periods of purchased leave count as service for all purposes.
- (iv) If an employee's employment ends during the period in which they are receiving a deduction from salary as part of a paid purchase leave arrangement, and after they have taken some or all of the purchased leave, the employee will be required to repay any outstanding monies owed to be withheld from their final salary and/or unused leave entitlements.
- (v) If an employee does not use some or all of their purchased leave by the end of the 12 month purchased leave arrangement period, any remaining amount will be cashed out to them.

16.3 Long service leave

(a) LSL entitlements

Employees will, without loss of pay, be entitled to long service leave (**LSL**) of:

- (i) nine and one tenth (9.1) weeks on completion of seven years' service; and
- (ii) one and three tenths (1.3) weeks for each additional one year of service.

Long service leave may accrue without limit.

The Company reserves the right to direct any employee to take long service leave where the business faces extreme circumstances warranting such action, but in such case, the employee shall be given at least two months' notice of the time that leave is to commence.

Any public holiday to which an employee is entitled without loss of pay occurring during the period of leave shall not be regarded as part of the long service leave.

All LSL applications shall be processed strictly on a first come, first served basis. Approval of an application shall be determined by the number and classification of personnel who have been granted LSL over the period for which the LSL is sought, or in the case of an application for long service leave at double the period of the LSL at half pay under 16.3(b)(i), having regard to the operational needs of the business and the needs of the employee. Approval of an application for LSL on half pay shall not be unreasonably withheld. LSL applications submitted with less than two months' notice may be rejected.

Subject to operational requirements, the number of shift work employees able to be on LSL at any one time shall be one PT1, one PT2 and one PT3.

(b) Payment for LSL

Except as stated in the following, payment of salary during any period of LSL shall be made to employees at the ordinary rate of pay in the same manner as if they had continued working provided that any increases in the rate of pay shall be taken into account from time to time as they occur.

An employee may, upon notifying the Company before the LSL is commenced, convert the period of their LSL credit or part thereof which the employee is taking into:

- (i) a period of LSL equal to double the period of the LSL credit or part thereof that the employee desires to take with half the ordinary rate of pay for the period of approved absence; or
- (ii) such other period of LSL between half and double the period of the LSL credit as may be authorised by the Company with a proportionate variation in the ordinary rate of pay for the period of approved absence.

An employee receiving an allowance on a continuous basis shall continue to receive the allowance on all authorised paid absences on LSL.

(c) Sick leave during LSL

Sick leave on account of personal illness shall be granted to employees absent on LSL provided that a satisfactory medical certificate from a registered health practitioner is produced.

With the approval of the Team Leader an equivalent period of LSL shall be re-credited or the employee's period of absence extended.

16.4 Sick leave

An employee who is absent from work on account of personal illness or personal injury shall be entitled to paid leave of absence on an as needs basis, subject to the following conditions and limitations:

An employee shall not be entitled to payment for absences on leave unless an acceptable medical certificate is produced, except that:

- (a) For an absence up to two days or shifts no evidence is required. However, when such absences exceed four days or shifts in the aggregate in any one year of service, then a medical certificate from a registered health practitioner or statutory declaration must be produced, or an employee may exercise the option of taking leave without pay or annual leave for the number of days absence in excess of the four days or shifts.
- (b) For an absence exceeding two days or shifts, a satisfactory certificate by a registered health practitioner is to be furnished setting out the cause and probable duration of such absence provided that a statutory declaration may be accepted if a satisfactory explanation can be given why a certificate from a registered health practitioner is not submitted.
- (c) Where an employee's sick leave record could reasonably be regarded as unsatisfactory, arrangements may be made for the employee to be examined by the employer's nominated medical officer.

Employees must endeavour to notify their absence, and the reasons for the absence, at the earliest time possible in the circumstances and preferably prior to the start of the shift.

Nothing in this clause shall be interpreted as conferring a lesser entitlement to employees than provided for in the NES.

16.5 **Carer's leave**

(a) **Use of sick leave for caring**

Employees are entitled to accrue up to ten days or shifts of carer's leave entitlement each year to provide care or support to a member of the employee's immediate family, or a member of the employee's household, for whom the employee is responsible and who requires care or support because of a personal illness, or injury, of the member or an unexpected emergency affecting the member.

Unused carer's leave shall accrue without limit calculated from such date as carer's leave became an employee entitlement.

Under extenuating circumstances this carer's leave may be increased by the Team Leader.

If an employee is absent on carer's leave due to the personal illness or injury of a member of their immediate family or household, the Company may request a medical certificate in respect of that member's condition covering the period of the employee's absence. If an employee is absent on carer's leave due to an unexpected emergency affecting a member of their immediate family or household, the employee may, in lieu of a medical certificate, submit a statutory declaration setting out the reason/s for the absence, made by the employee.

Wherever possible, the employee shall give notice prior to the absence or the intention to take leave, the name of the person requiring care, their relationship to the employee and the estimated period of absence. If it is not practical to give prior notice, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

(b) **Unpaid leave for caring**

The employee may elect to take unpaid leave for the purpose of taking care of an immediate family member or household member who is ill, injured or who has suffered an unexpected emergency and requires care or support. In the absence of agreement on the period of unpaid leave, the employee is entitled to up to two days' unpaid carer's leave for each occasion.

The Company may require the employee to furnish evidence in respect to this benefit in accordance with the evidentiary requirements of clause 16.5(a).

16.6 **Parental leave**

(a) **Unpaid Parental Leave**

The entitlement to unpaid parental leave is in accordance with the NES.

(b) **Paid leave to count as service**

Any period of paid leave or part-time employment taken in conjunction with unpaid leave granted under this agreement shall be counted as continuous service with the Company.

After using all types of paid-leave the Employee has applied for including paid parental leave, annual and long service leave entitlements (where applicable), further leave entitlements shall cease to accrue (unless otherwise stated in the relevant State or Federal legislation).

Subject to the part-time provisions of this Agreement, an Employee may 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.

For the avoidance of doubt, the parental leave and related entitlements provided for in the NES prevail to the extent that any aspect of this Agreement relating to parental leave would otherwise be detrimental to an Employee.

(c) **Paid parental leave**

A full-time or part-time Employee (with at least 12 months service before the expected date of birth or adoption) who is to be the primary carer of the child from its birth or adoption, shall, upon providing the relevant evidence, such as the production of a medical certificate, be granted parental leave on full pay for a period of 504 hours (14 weeks), pro-rated for part time employees. This may also be taken as half-pay for twice the period.

Periods of annual leave and/or long service leave may also be taken once the paid parental leave period has been completed, subject to a maximum period of two years absence, inclusive of all leave types.

Any public holiday or other statutory holiday which may fall within the period paid parental leave shall be counted as a day of paid parental leave.

Absences on paid parental leave shall count as service for personal leave, annual leave and long service leave accrual purposes.

Employee is eligible for paid leave for early termination of pregnancy

Where the pregnancy of an Employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to parental leave shall cease. However, she may take unpaid special maternity leave or paid personal leave for such period as a medical practitioner certifies as necessary.

Where the pregnancy of an Employee terminates after 20 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave, paid personal leave entitlements, or up to 6 weeks paid special leave for such periods as a registered medical practitioner certifies as necessary.

Use of personal leave

Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special unpaid maternity leave.

Where an Employee has not commenced parental leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is entitled and such

further unpaid special parental leave as a registered medical practitioner certifies as necessary before her return to work.

(d) **Paid partner leave**

An Employee who has completed at least twelve months service with the Company immediately before the expected date of birth or adoption and who makes a statutory declaration that they are the partner 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 paid partner leave of two weeks (72 Hours) or pro-rata for part time employees. The Employee taking paid partner leave may elect to take double the amount of leave at half the rate of pay. Absence on paid partner leave shall count as service for personal leave, annual leave and long service leave purposes.

(e) **EnergyAustralia Family Leave Policy**

Additionally, should EnergyAustralia's enterprise Family Leave Policy (as amended from time to time) provide for parental leave benefits which exceed this Agreement, then the provisions of that Policy will be applied (noting the Policy is not incorporated into this Agreement).

16.7 **Family and domestic violence leave**

Paid family and domestic violence leave entitlements shall be in accordance with the NES, and as supplemented by EnergyAustralia's Leave Policy (to the extent to which the Policy, as amended from time to time, is more beneficial), as amended from time to time. EnergyAustralia's Leave Policy does not form part of this Agreement.

16.8 **Special leave**

Each of the sub-clauses below are intended to supplement the NES entitlements to community service leave.

(a) **Compassionate leave**

Employees are entitled to two days' or two shifts' compassionate leave on each occasion when:

- (i) a member of the employee's immediate family or a member of the employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his/her life;
 - (B) sustains a personal injury that poses a serious threat to his/her life; or
 - (C) dies; or
- (ii) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (iii) the employee, or the employee's current spouse or de facto partner, has a miscarriage.

If the occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take compassionate leave for that occasion at any time while the illness or injury persists.

An employee on annual leave or long service leave shall be entitled up to two shifts' special leave, if death or unexpected critical illness in the family occurs.

In granting compassionate leave, the Company may request appropriate evidence be provided by the employee.

(b) Attendance of Court

Employees called for jury service shall be granted leave without loss of pay for this service. Employees subpoenaed to attend Court:

- (i) as Crown witnesses shall be granted leave without loss of pay.
- (ii) other than Crown witnesses shall be granted;
 - (A) leave without pay or, at their option and provided they have sufficient leave credit, be granted annual leave for the period involved;
 - (B) leave without loss of pay where such employees are required to give evidence because of their expertise in connection with their employment.

(c) Blood/bone marrow donors

On production of evidence of attendance, leave without loss of pay shall be granted to employees who are registered:

- (i) blood donors for the time lost when they are required to donate blood during working hours;
- (ii) with the Australian Bone Marrow Donor Registry for the purposes of undergoing bone marrow donation procedures during working hours.

(d) Union training

One employee per annum who has been selected by the employee's Union to attend Union training shall be entitled to one day/shift paid leave per calendar year for that purpose, providing that operational requirements permit the granting of such leave. However, leave of absence on full pay for such purpose in excess of one day/shift and up to two days/shifts may be granted in any one calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding two days/shifts.

Union training leave shall count as service for all purposes.

The Company shall not be liable for payment of travelling, accommodation and other associated costs incurred by employees whilst attending union sponsored courses.

(e) Defence force training

Leave of absence with pay may be granted for two weeks or six shifts in any year for the purpose of attending an annual defence force training camp. A further week or three shifts a year may be granted for the same purpose on the certification of the commanding officer if required.

16.9 Career break leave

A career break enables employees to take an extended period of unpaid leave to balance their career with other commitments, responsibilities and interests. A career break will normally last between 3 and 12 months and you may request leave without pay for up to 12 months.

Career break leave will be granted at the discretion of the business and employees may use some or all available accrued annual and long service leave during a career break.

A formal request in writing must be made to an Employee's manager requesting their approval.

While a career does not break an Employee's continuity of service with the Company, it also does not count as service (unless as required under the NES and/or relevant long service leave legislation), meaning that during this time, other forms of leave will not accrue, and an Employee will not be paid for public holidays.

Following a career break, an Employee will be returned to the role which they performed prior to commencing their break, provided that this role is still required to be performed within the Company. If this role no longer exists, the Company will discuss with the Employee what, if any, suitable alternative roles are available within the Company or its associated entities.

17. Protective apparel

All protective apparel shall be selected via consultation between the relevant parties and as a minimum be in accordance with Australian Standards. The Company shall supply such apparel.

The Company shall at its cost supply standard safety glasses fitted with appropriate prescription lenses to employees requiring such lenses.

The Company shall supply and launder overalls for the employees.

18. Accidents and injury

The Company shall ensure that employees who have suffered a work-related injury are not financially disadvantaged in terms of their annualised salary.

The Company shall make up the pay for employees who suffer a work related injury, and who are receiving **WorkCover** benefits, to the pre-injury normal weekly pay, for any one individual injury, on the basis that the employee continues to actively participate in a Rehabilitation Program agreed between the relevant parties.

In the event of an employee being absent as a result of a work related injury for a period that were to exceed the period of the **WorkCover** payments, then a joint review between the relevant parties would be conducted to determine what actions may be taken by way of any additional assistance.

The Company shall ensure that the Work Cover insurer reimburses employees for all recognised out of pocket expenses related to the injury in accordance with the *Accident Compensation Act 1985* (Vic) and the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

For the purpose of this clause the 'pre-injury normal weekly pay' shall be in accordance with the employee's pre-injury position and salary and include the salary increases and allowances payable under this Agreement.

Where an employee is injured as a result of an accident either on the way to work or on the way home from work, which causes the employee to incur time off work, the Company shall provide the employee with sick leave. Should the employee receive Transport Accident Commission (**TAC**) payments the Company shall only be required to pay the employee the difference between those payments and the employee's pre-injury normal fortnightly salary. The Company shall also pay all reasonable medical expenses not covered by the TAC, including the 'medical excess' as defined by TAC.

Superannuation benefits and Company contributions shall not be diminished by virtue of an employee being on **WorkCover** or TAC payments.

19. Emergency response

The Company shall have at least one person who has been trained to render first-aid at a minimum of Level 2 standard, in attendance at the site at all times. The Company shall pay the cost of training employees and provide paid time off to acquire first-aid skills up to Level 2.

The Company shall provide and continuously maintain a complete first-aid kit at a place or places reasonably accessible to all employees.

The Company shall also ensure that arrangements are in place with professional emergency service providers such that they are capable of rapidly responding to firefighting, medical emergency, and/or rescue requirements at the site.

20. Requests for flexible working arrangements

An Employee may also apply for a flexible working arrangement in accordance with the NES.

21. Employee privacy

The employees are entitled to work in a trusting and secure environment. Should circumstances develop where the installation or utilisation of any monitoring system and/or device for employee surveillance is considered necessary, the relevant parties shall confer and reach agreement prior to any such utilisation.

22. Amenities & facilities

Amenities, facilities (including consumables) for employees will be maintained at current levels or improved over time.

23. Employee representatives

Sections of the workforce, workgroups, and/or shifts may elect employee representatives to represent their interests in respect to matters associated with their employment. An employee representative shall be allowed reasonable Company time and resources (ie: telephone, photocopier, e-mail, facsimile, notice board and stationery) to allow the representative proper communication with and representation of employees of the Company.

Employees shall be entitled to have a Union delegate or official present to represent them in any matter of dispute with the Company.

24. Paid union meetings

- (a) The Company shall allow one paid union meeting of employees of two hours duration per year.

- (b) Meetings shall be held at the workplace.
- (c) Meetings shall generally be held at the beginning or end of shifts to minimise disruption to production. The workforce shall ensure that sufficient employees are on call or remain at work to address health and safety issues whilst the meetings are occurring.
- (d) The Union shall give the Company as much notice as possible of the time and date of the meeting.

25. Consultation

(1) This term applies if the employer:

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

Major change

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

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

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

(4) If:

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

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

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

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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

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

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

Change to regular roster or ordinary hours of work

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

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

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

(12) If:

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

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

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

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

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

26. Individual flexibility arrangements

- (a) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of clauses 8, 9 and 11 of the Agreement in respect to the arrangements about when work is performed if:
 - (i) the arrangement meets the genuine needs of the Company and employee in relation to the arrangements about when work is performed; and
 - (ii) the arrangement is genuinely agreed to by the Company and employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the FW Act; and
 - (ii) are not unlawful terms under section 194 of the FW Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and employee; and
 - (iii) 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
 - (iv) includes details of:
 - (A) the terms of the Agreement that shall be varied by the arrangement; and
 - (B) how the arrangement shall vary the effect of the terms; and
 - (C) how the employee shall be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Company or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and employee agree in writing — at any time.
- (f) The Company is responsible for ensuring that all of the requirements of paragraph 26(b) and 26(c) above are met.

27. Dispute resolution

27.1 Initial process

- (a) In the event of any dispute arising as to the interpretation or application of this Agreement or the National Employment Standards or any matter arising in the course of employment the following procedure shall apply.

STEP 1	The matter shall in the first instance be discussed between the employee/s and the immediate supervisor involved. If the matter remains unresolved;
STEP 2	It shall be referred for discussion between the employee or, if requested, the employee's representative (as nominated by the employee, which may be the appropriate Union Official) and the Company's representative (as nominated by the Company). If the matter remains unresolved;
STEP 3	It may be referred to the FWC for conciliation or arbitration (in accordance with sub-clause 27.2).

- (b) For the avoidance of doubt, an employee/s may be represented by a representative that they nominate (which may be a Union Official) at any step of this disputes procedure.
- (c) Either party to the dispute may refer the dispute to the FWC at any stage of the dispute in the interest of speedy resolution of the dispute.
- (d) 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 as not to prejudice the outcome of the dispute resolution process.
- (e) '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.

27.2 Final step process

- (a) Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, the FWC may resolve the dispute by arbitration.
- (b) In exercising its role under this clause, the FWC shall exercise powers necessary to conciliate or arbitrate the matter/s in dispute in accordance with Part 5 of the FW Act.
- (c) It is a term of this Agreement that the parties to the dispute shall be required under this dispute settlement procedure to:
- (i) Attend conciliation conferences and hearings.
 - (ii) Produce relevant documents and other material (subject to appropriate safeguards for privileged and/or commercial-in-confidence documents).

- (iii) Make available any witness that the FWC believes would help in the resolution or determination of the dispute.
- (d) A decision that the FWC makes when arbitrating a dispute can be appealed to the Full Bench of the FWC, or to the Federal Court, by either party.

27.3 Costs and expenses

Where a matter has been notified pursuant to this clause, the Company shall provide leave without loss of pay for any employee directly involved in the preparation of the case or required as a witness. In the event that the parties fail to agree on the identity or number of persons who qualify under this clause, the question shall be determined by the FWC as part of this clause.

Each party to the dispute shall meet their own costs.

Abbreviations and 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
<i>equipsuper</i>	<i>equipsuper</i> ACN 006 964 049
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWC	Fair Work Commission
immediate family	means an employee's spouse (including a former spouse, de facto partner or former de facto partner, where de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes), a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner.
LSL	Long service leave
PT	Process Technician
relevant parties	The Company's management and Delegate(s) and Officials of the Union
Service	Means continuous employment with the Company and its predecessors without a termination of engagement
the Company	EnergyAustralia Ecogen Pty Ltd (ABN 86 086 589 611) and any new employer within the meaning of Chapter 2 Part 2-8 of the FW Act.
the Union	The relevant union representing particular employees: <ul style="list-style-type: none"> - the Mining and Energy Union Victorian District Branch (MEU); - the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) – Electrical Trades Union Victorian Branch (ETU); and - the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, also known as the Australian Manufacturing Workers Union, Victorian Branch (AMWU).
this Agreement	<i>EnergyAustralia Newport Enterprise Agreement 2024</i>

Signing page: EnergyAustralia Newport Enterprise Agreement 2024

Signed for and on behalf of EnergyAustralia Ecogen Pty Ltd (company)

Name: Sue Elliott

Address: Level 19, Two Melbourne Quarter, 697 Collins Street, Docklands, VIC

Position and explanation of authority to sign agreement: Operations & Projects Executive, (EnergyAustralia Pty Ltd), and authorised to execute this Agreement on behalf of the company.


Signature:

9 May 2024

Date:

Signed for and on behalf of the Mining and Energy Union Victorian District Branch (MEU)

Name: MARK RICHARDS

Address: WING 5, LIGNITE COURT, MORWELL, VICTORIA

Position and explanation of authority to sign agreement: Branch Secretary, Mining and Energy Union Victorian District Branch (MEU), signed as a bargaining representative of employees covered by this Agreement and authorised to execute this agreement on behalf of the MEU.

Signature: 

Date: 9 MAY 2024

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) – Electrical Trades Union Victorian Branch (ETU)

Name: Troy Gray
Victorian Branch Secretary, ETU

Address: Level 1, 200 Arden Street, North Melbourne VIC 3051

Position and explanation of authority to sign agreement: Branch Secretary, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) – Electrical Trades Union Victorian Branch (ETU), signed as a bargaining representative of employees covered by this Agreement and authorised to execute this agreement on behalf of the ETU.

Signature:



Date: 10 May 2024

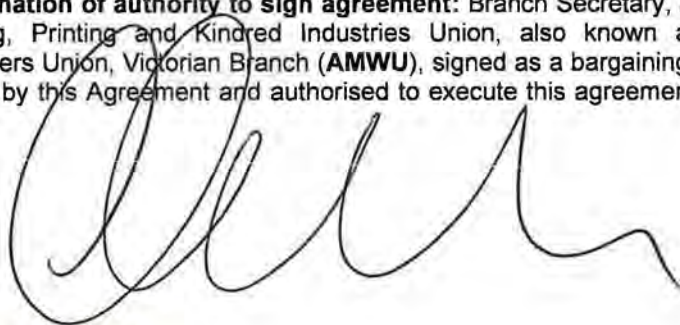
Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, also known as the Australian Manufacturing Workers Union, Victorian Branch (AMWU)

Name: Tony mauromatis, state secretary

Address: 251 Queensberry St, Carlton Sth, Victoria, 3053

Position and explanation of authority to sign agreement: Branch Secretary, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, also known as the Australian Manufacturing Workers Union, Victorian Branch (AMWU), signed as a bargaining representative of employees covered by this Agreement and authorised to execute this agreement on behalf of the AMWU.

Signature:



Date: 10 May 2024