



# DECISION

*Fair Work  
Act 2009*

s.185—Enterprise agreement

**EnergyAustralia Yallourn Pty Ltd**  
(AG2023/2554)

## ENERGYAUSTRALIA YALLOURN ENTERPRISE AGREEMENT 2023

Electrical power industry

COMMISSIONER CIRKOVIC

MELBOURNE, 9 AUGUST 2023

*Application for approval of the EnergyAustralia Yallourn Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *EnergyAustralia Yallourn Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by EnergyAustralia Yallourn Pty Ltd (the Employer). The Agreement is a single enterprise agreement.

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

[3] On the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

[4] I observe that clause 7.2.5 of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Construction, Forestry, Mining and Energy Union (CFMEU), Australian Services Union (ASU), Australian Workers' Union (AWU), Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), and "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers these organisations.

[6] The Agreement was approved on 9 August 2023 and, in accordance with s 54, will operate from 16 August 2023. The nominal expiry date of the Agreement is 1 February 2026.



COMMISSIONER

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# ***EnergyAustralia Yallourn Enterprise Agreement 2023***

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# 1 TITLE

This Agreement shall be referred to as the *EnergyAustralia Yallourn Enterprise Agreement 2023* (**Agreement**).

# 2 DEFINITIONS

**Parties:** means the Company and Unions as defined in clause 3;

**Base Rate of Pay:** means an employee's base salary, which does not include any applicable Shift Allowance, Yallourn Allowance, Weekend Penalty, or other loadings, allowances or penalty payments;

**Normal Rate of Pay:** means an employee's rate of pay including the following elements Base Rate of Pay, Yallourn Allowance, plus any applicable Shift Allowance, Weekend Penalty and Availability Allowance normally received.

**Immediate family member** means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

Where a reference to a spouse includes a former spouse and de facto partner, this:

- (a) 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 the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner.

# 3 APPLICATION OF AGREEMENT

This Agreement covers and applies to:

- (a) EnergyAustralia Yallourn Pty Ltd ACN 065 325 224 and/or any successor(s) (**Company**); and
- (b) Subject to Fair Work Commission (**FWC**) approval in accordance with the *Fair Work Act 2009* (Cth) (**FW Act**) the following unions (collectively the **Unions**):
  - i. Construction, Forestry, Maritime, Mining and Energy Union, Mining and Energy Division Victorian District (**MEU**);
  - ii. Construction, Forestry, Maritime, Mining and Energy Union, Victorian Construction & General Division (**CFMMEU C&G**)
  - iii. Automotive Food, Metals, Engineering, Printing and Kindred Industries Union, also known as Australian Manufacturing Workers Union (**AMWU**);
  - iv. Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**);
  - v. Australian Municipal, Administrative, Clerical and Services Union (**ASU**); and
  - vi. Australian Workers' Union (**AWU**).

This Agreement applies to all Employees of the Company who are members of, or who are eligible to be members of, any of the organisations of Employees party to this agreement and who are employed to work in the classifications in Appendix I (the **Employees**).

This Agreement operates to the exclusion of all other industrial instruments, which would otherwise apply to the Employees. It supplements the National Employment Standards (**NES**) and contains terms that are ancillary and/or incidental to the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. The Company will only employ persons covered by this Agreement in accordance with its terms and conditions.

This Agreement settles all the claims of the Parties and the Employees in respect of terms and conditions of employment for the duration of this Agreement. The Parties will endeavour to commence negotiations on a replacement agreement at least three months before the nominal expiry date of this Agreement.

## **CONFIDENTIALITY**

All business information which is the property of the Company, whether directly related to this Agreement or not, shall be treated as confidential by the Parties to this agreement including the Employees. A person bound by this Agreement may not disclose such information to any person except as authorised in writing by the Company. All business information considered 'confidential' by the Company shall be clearly identified as such.

Failure to comply with this obligation may, consistent with Clause 32 Discipline Procedure, result in dismissal.

## **4 DATE & PERIOD OF OPERATION**

This Agreement shall commence operation seven days after the Agreement is approved by the FWC and shall remain in force until its nominal expiry date of 1 February 2026.

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

## **5 DISPLAY OF AGREEMENT**

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

## **6 TYPES OF EMPLOYMENT**

### **6.1 ENGAGEMENT**

Employment shall be full-time and permanent except that employment may be part-time in accordance with clause 6.2, casual in accordance with clause 6.3, or maximum term in accordance with clause 6.4.

New Employees will be employed for a qualifying / probationary period not exceeding six months.

### **6.2 PART-TIME EMPLOYMENT**

A part-time Employee:

- (a) Works an average of less than the full-time hours of 36 per week;
- (b) Has reasonably predictable hours of work; and
- (c) Receives, on a pro rata basis, equivalent pay and conditions to full-time Employees in the same classification.

At the time of engagement the Company and the part-time Employee will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day. Any agreed variation to the regular pattern of work will be recorded in writing. All time worked in excess of the hours as mutually agreed will be overtime and paid for at overtime rates.

For each ordinary hour worked, a part-time Employee will be paid no less than one thirty-sixth of the weekly rate of pay for the relevant classification plus any applicable allowances.

Where a part-time Employee works on a roster, the Employee will receive a minimum number of days off over the roster cycle being a minimum of two days multiplied by the number of weeks in the roster cycle.

Part-time Employees shall receive full health benefits as prescribed in clause 9.5.2.

Part-time work shall not be utilised in such a way as to achieve reductions in overall staffing levels. Part-time posts are to be counted on the basis of their full-time equivalent with regard to utilisation of staffing levels.

No Employee will be forced to convert from full-time employment to part-time employment or vice versa.

### **6.3 CASUAL EMPLOYMENT**

The Company may employ persons on a casual basis for the purpose of meeting particular and/or short term needs.

Casual Employee has the same meaning as outlined in the FW Act, as amended from time to time.

Casual Employees will be entitled to a salary loading in accordance with this clause.

Casual Employees shall be provided with a minimum period of 8 hours/full shift employment on each engagement or will be paid for a minimum of eight hours/7 hours 12 mins/full shift at the appropriate casual rate.

A Casual Employee for working ordinary time shall be paid per hour one thirty-sixth of the weekly Base Rate of Pay prescribed in this Agreement for the classification of work performed plus a casual loading of 25% of that hourly Base Rate of Pay. A Casual Employee is entitled to penalty rates applicable to rostered shifts worked by the Casual Employee based on the Base Rate of Pay and casual loading (for the avoidance of doubt, penalty rates are applied on a rate of pay including the casual loading), plus the applicable daily proportion of the Yallourn Allowance at single time (as per clause 9.12 i.e. the casual loading is not applied on the Yallourn Allowance). Applicable penalty rates for Casual Employees working rostered shifts referred to above are set out as follows:

- For Casual Employees engaged in a work area where the normal pattern of work is shiftwork (i.e. 1x7, 1x12, Afternoon Shift or 2x12): refer to clauses 11.3 (for the avoidance of doubt, casual loading is *not* applied on the applicable Shift Allowance); and
- For Casual Employees engaged in a work area where the normal pattern of work is *not* shiftwork, but they are appointed to temporary shift: refer to clause 11.3.10 (for the avoidance of doubt, casual loading is *not* applied on the applicable Shift Allowance).

The casual loading is in lieu of all paid leave, paid personal/carer's leave, compassionate leave, public holidays not worked, notice of termination and the other attributes of full time and part time employment. Nor are Casual Employees entitled to parental leave, except in circumstances prescribed by the FW Act.

Casual Employees shall be paid overtime for all hours worked in excess of ordinary hours on any day (i.e. 8 hours/7 hours 12 minutes per day/shift length). Except as provided by Clause 14 - Public Holidays of this agreement, all time worked which is in excess of ordinary daily hours shall be paid at double the Base Rate of Pay and casual loading (for the avoidance of doubt, overtime rates are applied on a rate of pay including the casual loading), plus the applicable daily proportion of the Yallourn Allowance at single time (as per clause 9.12 i.e. the casual loading is not applied on the Yallourn Allowance).

Where a Casual Employee works on a public holiday that would otherwise be ordinary hours of work, they shall be paid at two and a half times the Base Rate of Pay and casual loading (for the avoidance of doubt, public holiday rates are applied on a rate of pay including the casual loading), plus the applicable daily proportion of the Yallourn Allowance at single time (as per clause 9.12 i.e. the casual loading is not applied on the Yallourn Allowance).

Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a Casual Employee may be terminated by one day's/shift's notice (by either the Company or the Casual Employee) or by the payment or forfeiture of one day's/shift's salary as the case may be.

Pay slips shall be provided to Casual Employees via the company's self-service Employee kiosk.

Casual conversion will apply in accordance with the NES.

Casual Employees are not entitled to redundancy pay.

### **6.4 MAXIMUM TERM**

A maximum term Employee is an Employee who is employed by the Company for a specified period of time, a specific task or the duration of a specified project as a result of long service leave, parental leave, long term personal / carer's leave or special leave, a career break or special project. Maximum term Employees

will be employed under the terms and conditions of this Agreement. The term of a maximum term contract must not be less than 4 months' and shall not exceed two years unless otherwise agreed between the Company, the relevant Employee and/or his or her union.

A maximum term Employee's employment will terminate at the cessation of their maximum term contract as a result of the effluxion of time and will not be deemed a termination at the initiative of the Company of the Employee. During the term of a maximum term Employee's contract, the Company or the Employee may terminate the employment relationship by providing notice in accordance with clause 7.1 (Termination Notice) of this Agreement.

## **6.5 SECONDMENTS**

Secondment of Employees to other positions covered by this Agreement shall only occur on the following basis:

- (a) secondments are voluntary;
- (b) secondments, both internal to the site and to other EnergyAustralia sites will be via 'expression of interest';
- (c) rotation of personnel through the role may occur;
- (d) the individual returns to their normal role and work arrangements after the secondment;
- (e) the individual is not financially disadvantaged by such secondment;
- (f) the individual's continuity of employment and service is not affected by the secondment; and
- (g) secondments, other than to cover long-term illness, injury or parental leave shall not normally exceed six months. If a secondment period greater than 6 months is contemplated appropriate consideration is to be given to the impact on the secondee's originating work group.

A movement from one Yallourn-based work team to another Yallourn-based work team, working in the same role and classification, is not regarded as a secondment.

## **6.6 FLEXIBILITY & MOBILITY**

Employees shall perform such work as the Company shall from time to time reasonably require, including all work that they are trained and competent to perform, or work which they are required to perform for the purposes of training. All work shall be performed in a safe, legal and competent manner.

The Company may, after consultation with affected Employees, transfer Employees between work areas at the Company site to meet business needs on both a temporary and/or permanent basis.

For the avoidance of doubt, this clause 5.6 is subject to clause 33.18 (Career Path) for Operations Employees.

## **7 EMPLOYMENT SECURITY**

The Parties are committed to the long term viability of the business which, in turn, maximises job security for its permanent Employees.

Any reduction in the number of Employee positions will be achieved through either redundancy or natural attrition. Natural attrition shall mean planned retirement by the Employee, voluntary resignation by the Employee, Employee promotion or voluntary redeployment of the Employee.

Contractors and labour hire companies may be used for the performance of work on the Power Station and associated infrastructure from time to time to meet workloads provided that the job security of Employees is not affected.

Whilst this Agreement remains in operation the Company will not retrench, make redundant, or otherwise terminate the employment of an Employee covered by this Agreement in order to replace such Employee(s) with a contractor.



The Company will require all contractors and sub-contractors to:

- Observe all site safety and other requirements.
- Have all relevant permits, licences or certificates.
- Observe all legislation, statutory requirements or other legal instruments applicable to them.
- Where practicable have relevant terms and conditions of a current Enterprise Agreement that provides the appropriate scope to be applied to their Employees, registered with the FWC.

This clause does not apply to contractors undertaking work of a specialist nature.

## **7.1 TERMINATION NOTICE**

Employees may terminate their employment at any time by giving two weeks' notice to the Company or immediately by forfeiting the payment of two weeks' salary in lieu of notice.

Where permanent 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 except an Employee who has not completed their probationary/qualifying period in which case the Employee will receive two weeks' notice.

Employees' with at least one 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 summarily for serious and wilful misconduct and in such cases salary shall be paid up to the time of dismissal only. No notice or payment in lieu of notice shall be made.

An Employee who, without reasonable cause, has been absent from duty for a period of 72 hours or more without prior notification to the Company or authorisation by his or her Team Leader/Supervisor, will be deemed to have abandoned his or her employment and therefore the contract of employment may be at an end at the Company's discretion. On the elapse of 72 hours the Company will make a reasonable attempt to contact the Employee prior to finalising termination. Notwithstanding the terms of this clause 6.1, the Company will provide notice or payment in lieu of notice where the termination of an Employee's employment is at its initiative as a matter of law.

## **7.2 REDUNDANCY**

Redundancy shall not occur unless as a result of clause 28 'Consultation' being applied.

Redundancies may occur including when:

- (a) The Company has made a decision to sell or contract out all or part of its business.
- (b) The function performed by an Employee or group of Employees is no longer required to be performed by anyone within the Company.
- (c) The introduction of new technology.
- (d) Reorganisation or changed work processes.
- (e) The Company no longer requires the person's job to be performed by anyone because of changes in the operational requirements of the Company.

### **7.2.1 SELECTION**

Wherever possible an Employee that volunteers for redundancy shall be selected for redundancy in preference to an Employee that has not volunteered for redundancy.

Where redundancies are to occur, 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 will be considered.

The Company will 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 have been determined to be redundant;

- (b) The skill mix of the Employees who have expressed an interest in accepting voluntary redundancy; and
- (c) The skill mix required by the Company to maintain its ongoing operations.

### **7.2.2 ACCEPTANCE**

Once the Company has selected the Employees who are to be offered a voluntary redundancy, the Company will advise those Employees of the offer in writing. The offer will also include:

- (a) The date by which the offer must be accepted;
- (b) The date on which employment will 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 will receive on termination of employment.

An offer of voluntary redundancy shall not be enforceable unless accepted by the Employee in writing.

### **7.2.3 COMPULSORY REDUNDANCIES**

Where the voluntary redundancy process cannot meet the Company's requirements the Company will determine which Employees will be declared compulsorily redundant. The selection will be based on merit with the aim of retaining the most appropriate personnel for the business.

The merit-based selection process will focus on objective job related competencies and will include an assessment based on performance, knowledge, skills and behaviour.

The Company will provide reasonable redeployment assistance for Employees declared redundant (such as the outplacement/training services referred to in clause 7.2.4 and the education assistance and financial advice referred to in clause 7.3).

### **7.2.4 REDUNDANCY BENEFITS**

Employees declared redundant and whose employment is terminated under this Agreement shall be paid or provided with the following payment and support opportunities:

- (a) Benefits payment, (including notice) calculated in accordance with Appendix 2 (the 'Severance Payment') – noting that pro-rata payments for partial years' service between each level in Appendix 2 will be made.
- (b) Outplacement/training services up to the value of \$4000, to be taken up within 12 months of the termination date.
- (c) The appropriate benefit available under the Equisuper Superannuation Scheme.
- (d) All unused and accrued annual leave and long service leave (inclusive of pro rata leave), and (where applicable to an employee with an outstanding balance) days in lieu (**DIL**), Compensating Day Off (**CDO**) and Public Holiday Credit (**PHC**) balance.

The benefits payments set out in this clause are not payable by the Company to any particular Employee if the Company arranges acceptable alternative employment for that Employee.

In the event that there is a dispute between the Company and the Employee as to whether the Company has arranged acceptable alternative employment in his or her particular case, the dispute resolution procedure at Clause 31 Dispute Resolution Process will apply.

### **7.2.5 ALTERNATE EMPLOYMENT**

Where reasonably practical, and subject to suitability, the Company will use its best endeavours to offer acceptable alternative employment within the business or arrange acceptable alternative employment opportunities with new or other employers. Priority for redeployment opportunities will be given to those Employees who wish to be redeployed.

The Company is not obliged to make payment under Clause 7.2.4 of this Agreement (or pay any other redundancy benefit set out in any other instrument) if:

- (a) an Employee is offered acceptable alternative employment with the Company or an associated entity of the Company; or
- (b) the Company secures the Employee acceptable alternative employment with another employer; and
- (c) the Employee accepts the offer of alternative employment; or
- (d) the Employee unreasonably refuses to accept an offer of acceptable alternative employment.

Acceptable alternative employment means:

- (a) a position that is within a 50km radius of the Employee's current workplace; and
- (b) the work the Employee performs for the new employer is the same, or substantially the same, as the work the Employee performed for the Company; and
- (c) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Company immediately before the termination; and
- (d) the new employer recognises the Employee's service with the Company, in writing and before the Employee's employment with the Company ceases.

If, after receiving notice of termination for redundancy under Clause 7.2.6, an Employee obtains employment with another employer (whether or not that employment is acceptable alternative employment), then:

- (a) At the request of the Employee the Company may subject to operational requirements:
  - i. not require the Employee to work out the remainder of the notice given under Clause 7.2; and
  - ii. agree to terminate the employment on an earlier date than that given in the notice under Clause 7.2.6 to allow the Employee to take up the new employment;

If the Company has not offered (or arranged for another employer to offer) the Employee acceptable alternative employment, the Company will pay the Employee his or her redundancy benefit under this clause.

For the avoidance of doubt, the Company is not obliged to pay the Employee the balance of the notice period under Clause 7.2.6 if a request under this sub-clause is made.

### **Disputes Concerning Offers of Acceptable Alternative Employment**

Any dispute about whether:

- (a) an Employee has unreasonably refused to accept an offer of alternative employment; or
- (b) the offer of alternative employment is an offer of acceptable alternative employment; or
- (c) the offer of alternative employment was made substantially as a result of the efforts of the Company, shall be dealt with in accordance with Clause 31 'Dispute Resolution Process' of this Agreement.

If an Employee's employment is terminated in connection with a transmission of the business or part of the business of the Company to another employer where that other employer makes an offer of employment to an Employee on substantially similar terms to the employment of the Employee with the Company, the Company will use its best endeavours to ensure that Employees employed at the time of transmission shall not be the subject of a probationary/qualifying period with the new employer. In such cases, where employment offers are made by the other employer, these offers are deemed to be acceptable alternative employment and no redundancy payment will be made.

## **7.2.6 NOTICE PERIOD**

An Employee having been given written notice of redundancy (i.e. that their specific role is redundant) may provide the Company with two days' notice of their intention to leave and shall be paid their redundancy payments and shall be paid for the balance of the notice period. The Company may advise the Employee of

the need to terminate prior to the expiry of the notice. In these circumstances the Employee will be paid their redundancy payments and shall be paid for the balance of the notice period.

An Employee having been given notice of redundancy may, during the notice period, have reasonable time off to attend employment interviews and shall be paid for the absence. Advance notice of the absence is required.

If an Employee is provided written notice of termination on the basis their role is redundant due to power station closure, the Employee may request to cease employment with the Company within 3 months of their notified last day of employment if they have successfully obtained alternative employment with another employer (as demonstrated by a signed letter of offer or contract). The Company may only refuse an Employee's request to cease early on the grounds it is not operationally practicable. In assessing what is operationally practicable, the company may not take into account the need to cover overtime shifts or the need to engage a Casual Employee to cover their absence.

If an Employee (**First Employee**) obtains alternative employment with another employer (as demonstrated by a signed letter of offer or contract) within 3 months of the notified date of power station closure, however they have not yet been provided with written notice of termination due to redundancy, a suitably qualified and competent Employee (**Second Employee**) who has already received written notice of termination on the basis of redundancy due to power station closure may be substituted (to allow the First Employee to accept their employment offer) on the conditions below:

- (a) The Second Employee must agree to the substitution; and
- (b) The Second Employee's termination for redundancy must be due to take effect on or before the date on which the First Employee wishes to commence employment with their new employer.

If any Employee is released early in accordance with this clause, the remaining provisions of clause 7.2 will still apply, including the entitlement to severance pay.

If the Company declines to release an Employee early in accordance with this clause, an Employee may dispute the matter in accordance with clause 31 (Dispute Resolution Process).

## **7.2.7 STATEMENT OF EMPLOYMENT**

Redundant Employees will be provided with a statement detailing the service period with the Company, the Employee's classification and comment stating the termination was caused by redundancy.

## **7.3 POWER STATION CLOSURE**

### **7.3.1 NOTICE OF CLOSURE**

The Company will provide each permanent Employee affected by the closure of the Yallourn Power Station with a minimum of three (3) years' notice of power station closure. If a permanent employee is not provided with 3 years' notice of power station closure, the Company will count as service for redundancy purposes (in addition to the employee's years of continuous service) the balance of the period between 3 years and the actual amount of notice that was provided (on the basis that the Employee's role is made redundant and the Employee's employment ceases in accordance with clause 7.2.) This clause does not increase the cap on severance pay (inclusive of payment in lieu of notice of termination) in Appendix 2.

On 10 March 2021, the Company provided all Employees and the Unions with formal notice of the closure of the Yallourn Power Station in June 2028 (being 7 years and 3 months' notice of closure). Provided that the Company does not subsequently notify a new closure date that is less than 3 years following that notification date, the Company will be deemed to have fulfilled its obligations under this clause.

This clause does not apply for Force Majeure events or State or Federal legislation changes requiring a closure with less than three years' notice.

For the avoidance of doubt, notice under this clause will not constitute notice of termination / redundancy.

### **7.3.2 EDUCATION AND RETRAINING ASSISTANCE**

To assist permanent Employees with transitioning into new careers after power station closure, the Company will provide financial assistance to permanent Employees undertaking eligible studies offered by accredited educational institutions, leading to recognised qualifications, including: Bachelor's degrees, Diplomas and Certificates. Reimbursement is capped at \$15,000 over a 3-year full-time or up to 6-year part-time study period, Employees are eligible to have a maximum of \$5,000 of their tuition fees reimbursed annually (whether for one course/qualification or multiple courses/qualifications), subject to obtaining a "Pass" grade or higher. If an Employee's course/s remains ongoing after that Employee's employment has terminated (on the basis of redundancy) due to power station closure, the Company will reimburse the Employee for tuition fees (as above) until the end of the study semester period applicable at the time.

### **7.3.3 FINANCIAL ADVICE/PLANNING**

The Company will provide (or reimburse) all permanent Employees performing a role which will be redundant due to power station closure with three (3) sessions of independent financial advice to assist them to manage their personal finances, leading into closure. 'Financial advice' involves general independent financial advice and not the preparation of detailed personalised financial plans (with sessions generally costing approximately \$300 each). Outside of this Agreement, the Company has also introduced access to a Financial Planning package (which is currently valued at \$4,500, noting this package may be subject to change) for Employees via the Yallourn Workforce Transition Program.

## **8 STAND DOWN OF EMPLOYEES**

Any Employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment. Notwithstanding anything contained in this Agreement, the Company shall have the right to deduct payment of remuneration for any day or portion thereof during which any Employee cannot be usefully employed because of:

- a) any strike or other industrial action, including protected industrial action, as defined by the FW Act; and/or
- b) any breakdown in machinery or equipment or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

Prior to the Company implementing the stand down provision processes consistent with those to be followed with Clause 27 – Consultation are to be followed.

- c) However, any stand down of an Employee due to the circumstances described above is subject to the following conditions:
  - i. An Employee may only be stood down when there is no work available in his or her usual classification, including reasonable alternate duties.
  - ii. During a period of stand down, an Employee, who has been stood down, shall be entitled to access any paid leave which they have accrued.
  - iii. 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.
  - iv. Five days' notice will be given before any stand down commences.

## **9 SALARIES & OTHER BENEFITS**

### **9.1 RATES OF PAY**

Employees shall be paid in accordance with the relevant classification shown in Appendix 1, with salary increases effective from the first full pay period on or after the following dates:

- 1 February 2023 (4% increase);
- 1 February 2024 (4% increase); and
- 1 February 2025 (4% increase).

### **9.2 PAYMENT OF SALARY**

Employees shall be paid every second Friday by electronic funds transfer. Overtime, higher duties, penalties and allowances will be paid within the fortnight in which they become an entitlement, provided it has been applied for and approved in the payroll system within necessary time limits. If time limits are not met, payment for overtime, higher duties, penalties and allowances will be made in the following pay cycle. The Company shall facilitate the disbursement of Employee salaries to Employee nominated entities via electronic funds transfer, provided such entities are willing to receive it.

Payment during paid leave shall be at the Normal Rate of Pay which the Employee is being paid immediately prior to the time of commencing the leave so that there shall be no deduction from the Normal Rate of Pay by reason of such leave.

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

### **9.3 TIME & SALARY RECORD**

The Company shall provide access via Company's intranet to each Employee their fortnightly salary record that will include:

- (a) the amount of salary to which the Employee is entitled;
- (b) the Employee's classification;
- (c) all payments received inclusive of a description of the payment and the date of the entitlement;
- (d) all deductions made inclusive of the description of the deduction and its effective date; and
- (e) all leave balances (inclusive of time in lieu) and the details of any leave taken during the pay period.

No deductions will occur to an Employee's pay that are not specifically authorised by the Employee unless by order of an Australian Court with jurisdiction or for reimbursement of any overpayments made incorrectly. The latter of which will be advised in advance to the Employee. Any proposed deduction from an Employee's pay as a result of an overpayment by the Company shall be subject to an agreed schedule of repayment agreed to by the affected Employee and the Company.

Reasonable time occupied by an Employee in filling in any time record or cards or in the making of records shall be treated as working time.

### **9.4 SALARY PACKAGING**

Subject to relevant Australian Taxation Office guidelines, the Company shall facilitate salary packaging for Employees. Salary packaging will be made available on the basis that Employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. The salary sacrifice rate of pay is applicable for all periods whilst on leave.

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

#### **9.4.1 NOVATION LEASING**

Employees shall be entitled to salary sacrifice for Novation Leasing of vehicles through a choice of two Company nominated providers (currently SG Fleet and Lease Plan Australia).

#### **9.4.2 MEMBERSHIP SUBSCRIPTIONS**

Employees shall be entitled to salary sacrifice for membership subscriptions of organisations or associations (e.g. Employee organisations).

### **9.5 NON-SALARY BENEFITS**

#### **9.5.1 ENERGY BILLS**

All Employees (permanent, maximum term and casuals) may elect to have their gas and electricity accounts subject to the company-wide scheme as amended from time to time (called the Employee Plan at the commencement of this Agreement). The Employee Plan currently provides a 25% discount to Electricity (usage & supply) and 37.5% discount to Gas (usage & supply).

#### **9.5.2 SUBSIDISED PRIVATE HEALTH INSURANCE**

The Company will subsidise Private Health Insurance through Latrobe Health Services to the extent that Employees can gain top Hospital cover for the cost of the lowest Hospital Table premium. The Company currently gives effect to this benefit by paying an Employee's hospital excess (including specialist 'out of pocket charges for in-patients). The Company may elect to give effect to this benefit via an alternative mechanism, in consultation with the Parties.

### **9.6 HIGHER DUTIES**

An Employee directed by the Company to carry out the duties of a position (whether an existing position or a newly created short-term position) classified at a higher pay level for a continuous period of not less than one working day/shift shall be paid for the day or shift at the rate for the higher position, once the Employee has demonstrated competency performing in the higher position. An Employee on higher duties shall continue to be paid for such higher duties whilst on paid leave subject to the Employee resuming duties in the higher classification on completion of such leave.

### **9.7 TRAVEL, ACCOMMODATION & 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, shall, 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.

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 be considered time worked.

### **9.8 LICENCES & TICKETS**

For permanent and maximum term Employees, the Company shall reimburse the cost of licences and tickets (including their renewal) where the licence/ticket is deemed, by the Company, to be required by the Employee to perform his or her duties. Employees must disclose to the Company as soon as practicable any loss or suspension of any licence/ticket that is required.

For Casual Employees, the following will apply:

- Where a Casual Employee is required by the Company to attend training while engaged by the Company, the Company will pay the Casual Employee his/her Normal Rate of Pay while attending

that training, in addition to relevant training fees and the licence/ticket cost resulting from the course; and

- Where a Casual Employee is required by the Company to have a particular licence/ticket prior to being re-engaged by the Company, the Company will reimburse the Casual Employee for the cost of the licence/ticket (but not tuition fees or wages for time spent in training while not engaged by the Company) provided that the Casual Employee:
  - (a) Has incurred the cost in the last 6 months; and
  - (b) Provides a copy of a paid tax invoice and can demonstrate that the cost of the licence/ticket has not been paid by an employer other than the Company; and
  - (c) Has been engaged by the Company for at least 50% of the available ordinary working hours in the preceding 3 month period.

## **9.9 EYEWEAR**

The Company will pay all reasonable costs associated with an Employee's prescription eyewear as safety glasses or in use of screen based equipment, including their repair/replacement if damaged while being used at work and any out of pocket expenses for eye examination and consultation.

## **9.10 MEAL ALLOWANCE**

Where an Employee works overtime and meal allowances are payable (see sub-clauses 13.4, and 13.5 & 13.6), the Company shall pay the Employee meal allowances as shown in Appendix 1.

## **9.11 AVAILABILITY ALLOWANCE**

Where the Company requires an Employee to be available for duty after normal working hours in accordance with an availability roster (see clause 11.4) the Employee shall be paid the availability allowance shown in Appendix 1 appropriate for the number of persons sharing the availability duty.

## **9.12 YALLOURN ALLOWANCE**

This allowance is applicable to Employees covered by this Agreement who work on the Company site at Yallourn. This allowance will be paid to new site-based Employees and existing Employees who previously attracted, on an ongoing basis, either the mine allowance or power station allowance. The Yallourn Allowance as shown in Appendix 1 is paid as a flat rate allowance to all site-based Employees for each hour worked and replaces all incidental allowances excluding availability, shift allowances, travel and meal allowance.

## **9.13 OUTAGE ALLOWANCE**

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

- Payment will be for all work performed on the relevant unit only and will be paid for each hour worked as a flat rate allowance.
- For Maintenance Employees working on major outages, two weeks prior to desynchronization and one-week post resynchronisation of the Unit, work shall attract the outage allowance for specified scaffold works, turbine/generator works and de-lagging / lagging of plant for access only.
- For Operations Employees, an Outage Allowance is included within their Base Rate of Pay.

For other planned outages the Outage Allowance will be paid to Maintenance employees for outages shown on the approved station outage schedule (based on the approved business plan) as being longer than 10 days in duration. This includes planned outages that are re-scheduled to a different time but does not include where a unit is 'parked'.

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



associated with the outage program. Mine outages do not attract the pre or post outage allowance. Mobilisation of huts, supply and connection services, procurement, preparation and delivery of materials, planning and overhaul works, do not attract pre-outage allowance. Employees who are taken off works attracting outage allowance to attend to emergency works will not be disadvantaged.

## **10 SUPERANNUATION**

The Company shall abide by the rules of the **Equipsuper** Superannuation Fund including any amendments thereto except where there is any inconsistency between the **Equipsuper** Superannuation Fund rules and the superannuation provisions of this Agreement, the superannuation provisions of this Agreement shall prevail to the extent of the inconsistency.

For the avoidance of doubt, it is not intended that the provisions of this Agreement reduce or remove any benefit provided by the **Equipsuper** Superannuation Fund rules.

The Equipsuper Superannuation Fund shall continue as the default superannuation fund for the Employees, subject to the below:

- (a) Employees may choose the superannuation fund that the Company makes their contributions into by completing a standard choice form.
- (b) If an Employee does not choose a superannuation fund:
  - i. 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
  - ii. 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).

### **10.1 MEMBERSHIP OPTIONS**

Employees who are currently members of **Equipsuper** Superannuation Fund Division B (Division B) shall have the option of remaining in Division B or at any future stage, transferring to **Equipsuper** Superannuation Fund Division C (Division C).

Employees that are members of **Equipsuper** Superannuation Division B or Division C shall have the option of supplementary membership of Division D.

### **10.2 SALARY SACRIFICING**

Employees shall have the option to salary sacrifice their superannuation contributions, regardless of the contribution rate (6% or 3%) or Fund Division.

Employees shall have the right to vary their superannuation salary sacrifice arrangements, and/or contribution rates up to four times per calendar year.

### **10.3 FUND SALARY**

The Fund Salary (or superannuation salary) of Employees for superannuation benefit purposes shall be equal to their salary shown in Appendix 1 plus normally received shift allowance and weekend penalties.

Except where payments are in relation to overtime, and provided an Employee is in regular receipt of such payment, the Yallourn Allowance, Shift Allowance, and Weekend Penalties shall be included as part of the salary used to calculate:

- (a) Superannuation Fund Salary; and
- (b) Final Average Salary; and
- (c) the Company's Superannuation Guarantee (Administration) Act obligation.

## 10.4 FINAL AVERAGE SALARY

"Final Average Salary (also known as the Final Average Remuneration) for Division B and Division C members shall be the Employee's average superannuation salary over his or her last year of membership (or the actual period of membership if less than one year). In the case of an Employee on a Leave of Absence without pay, or at a reduced rate of pay, their Fund Salary shall be an amount equal to the rate of their Fund Salary immediately prior to that Leave of Absence.

## 10.5 ACCRUAL RATES

Benefits for Division B and Division C members are defined in the **Equipsuper** Superannuation Fund Rules. However, for the purpose of calculating benefits other than Death Benefit and Temporary Total Disablement Benefit, the benefit multiple accrual rates shall be in accordance with the following tables.

For the avoidance of doubt, whilst the tables below show per annum rates, it is not intended that the rates apply to whole years only, but rather the periods shown in tables 10.5.1 and 10.5.2 or parts thereof.

### 10.5.1 DIVISION B – PENSION MULTIPLE

Membership Period	Pension Rate (% pa)
First 30 Years (per year)	2.2222R
Subsequent 5 Years (per year)	0.6666R

Where "R" means recurring number.

### 10.5.2 DIVISION C – ACCRUED BENEFIT MULTIPLE

Member Contribution Rate	Accrual Rate (pa)				
	Prior to 1-Jul-1993	From 1-Jul-93 to 31-Dec-00	From 18-Aug-06 to 17-Jul-07	From 18-Jul-07 to 31-Dec-09	From 1-Jan-10
6 %	0.21	0.185	0.195	0.205	0.21
3 %	0.15	0.13	0.14	0.15	0.15
0 %	0.09	0.0775	0.08375	0.09	0.09

### 10.5.3 DIVISION D ONLY MEMBERS

From 1 January 2014 Employees whom are members of **Equipsuper** Superannuation Fund Division D, but not Division B or Division C, the Company shall make contributions to the Employee's superannuation account equal to the Federal Government Superannuation Guarantee percentage of their superannuation salary.

Note: the additional 2% employer superannuation contribution which applied under the previous 2020 Agreement has been rolled into starting base rates of pay under this Agreement, and will no longer be made to employees from commencement of this Agreement.

## 10.6 COMPANY CONTRIBUTION RECORDS

The Company shall provide each Employee with precise details of all superannuation contributions made in the Employee's name. This information shall be made available in a timely manner to enable Employees to manage their total annual contribution tax effectively.

## **10.7 MAINTENANCE OF FAS**

In circumstances where the Company requires an Employee to change shift patterns or moves to day work which would reduce his or her superannuation salary, the Final Average Salary (**FAS**) will be maintained at the level immediately prior to the change until such time as the substantive FAS pertaining to the new work arrangements reach the sustained FAS.

## **11 HOURS OF WORK**

### **11.1 GENERAL**

An Employee shall not be compelled to work for more than five hours without a break for a meal. If an Employee is compelled to work longer than five hours without a meal break then they will be paid at double their Normal Rate of Pay rate until such time as they receive their meal break.

Subject to clause 35, Shift Operations Group, the Company may implement roster systems that meet the needs of the business. These may include but are not limited to:

- Seven day coverage – day shift only
- Nine day fortnight coverage
- 5 panel 12 hour continuous roster
- 5 panel 12.5 hour continuous roster
- 4 panel 12 hour roster\*
- Flexible shift lengths

\* The Company will not introduce rosters with built in overtime in the Power Station Operations without agreement of the majority of the Operations group.

Employees will be required to undertake any work for which they have the appropriate competencies and training.

### **11.2 DAY-WORK**

Day-work Employees will work a nine day fortnight Monday to Friday with every second Monday being a Rostered Day Off (**RDO**).

Where an RDO falls on a public holiday or a substitute public holiday, the RDO will be moved to the nearest working day (or otherwise as agreed by the Parties). Workgroups that require Monday to Friday coverage of certain roles will divide in two for the purpose of taking their RDOs on alternate Mondays.

An RDO may be moved to another day by mutual agreement between the individual Employee and the supervisor or manager. In the absence of such mutual agreement, where an Employee is requested to work their RDO, normal overtime provisions shall apply.

#### **11.2.1 SPAN OF HOURS – DAY WORKERS AND 1 X 7 SHIFT WORKERS**

The average hours of work shall be 36 per week. The spread of hours will be between 6.00 am and 6.00 pm Monday to Friday for day-workers and 6.00 am to 6.00 pm on any day for 1 X 7 shift workers. Meal breaks and start / finish times within the span of hours may be altered following consultation between the Company and the affected Employees.

## **11.3 SHIFT WORK**

### **11.3.1 GENERAL**

The ordinary hours of work for shift workers are thirty-six hours per week; averaged across the roster cycle.

The roster cycle varies according to the type of shift and working arrangements employed in each workgroup. Generally there are three types of shift work employed at the Company, twelve hour day and night shifts that cover the seven days of the week (known locally as 2x12 shift), twelve hour day shifts that cover the seven days of the week (known locally as 1x12 shift) and a pattern of 10-hour day shifts on weekdays/weekends on weekends (known locally as 1x7 shift).

Shift worker meal breaks shall be paid and counted as time worked.

### **11.3.2 SHIFT ELECTRICIANS ROSTER**

The Shift Electricians work a 1x12, 3-leg roster with one person allocated to each leg of the roster and working from 7am to 7pm. The roster is arranged such that there is no overlap of the legs on Saturdays or Sundays and the roster cycle runs for 10 weeks. The shift attracts a 21% weekend penalty but does not attract any shift allowance or compensating days off.

Legs of the shift are not backfilled when someone is on leave unless it is assessed as necessary to do so by the Company.

### **11.3.3 MAINTENANCE AFTERNOON SHIFT ROSTER (MAINTENANCE RESPONSE TEAM)**

If requested by the Company and agreed to by a Maintenance Employee, that Maintenance Employee may work a 2-leg afternoon shift roster involving a combination of 4-5 days on and 4-5 days off across an 8 week cycle. An Employee working an afternoon shift roster will work an average of 36 hours per week over the 8 week cycle, and will finish their shift at or before midnight (including a paid meal break). The shift attracts a 21% weekend penalty and shift allowance.

Clause 11.3.7 (Directed off shift work) and clause 10.7 (Maintenance of FAS) will *not* apply to employee working on the Maintenance Afternoon Shift Roster unless they have been working under that roster continuously for at least two years.

Legs of the shift are not backfilled when someone is on leave unless it is assessed as necessary to do so by the Company.

### **11.3.4 CHEMICAL TEAM SHIFT**

Chemical Team Employees are rostered to work a 1x7 shift involving 10-hour 17 minute day shifts on weekdays and 10-hour 17 minute day shifts on weekends, averaging 36 hours per week. This is the default work pattern for this team i.e. Chemical Operator 1-3 classifications. The shift attracts a 14.3% weekend penalty based on the current shift pattern but does not attract any shift allowance or compensating days off. Prior to the commencement of this Agreement, Chemical Team Employees worked either a 1x7 shift which involved 10-hour day shifts on weekdays and 6 hour day shifts on weekends (which attracted a 12.5% weekend penalty), or day work (9 day fortnight). Consequently, specifically for the purposes of back-pay associated with the 1 February 2023 wages increase under this Agreement, the previous 12.5% weekend penalty will apply to those Chemical Team Employees that worked shiftwork, and no weekend penalty will apply to those Chemical Team Employees that worked day work.

New employees performing Chemical Team roles may be engaged to perform Day Work (in which case the relevant weekend penalty will not apply). Existing employees performing these roles may be transferred to Day Work in accordance with the consultation/notice provisions of this Agreement.

Following commencement of this Agreement, Chemical Team Employees will trial the new 1x7 shift (with 10-hour day shifts across all days of the week), for a 12 week period – with a 14.3% weekend penalty. Following this, Chemical Team Employees will trial a Chemical-Team-specific 1x12 roster pattern for 10

weeks, involving 12 hour day shifts across all days of the week. This roster pattern will attract a 16.7% weekend penalty (but no shift allowance or compensating days off).

At the conclusion of the above two trials, the Company and Chemical Team employee representatives will discuss which of the two shift patterns (or alternative patterns) will continue. If agreement cannot be reached, the Chemical Team Employees will revert to the new 1x7 roster pattern (involving 10-hour 17 minute day shifts across any of the days of the week, and a 14.3% weekend penalty).

### **11.3.5 2x12 SHIFT**

An Employee rostered to 2x12 shift shall be paid weekend penalties of 21% of their Base Rate of Pay shown in appendix 1, plus the shift allowance shown in Appendix 1, on a continuous basis including when the Employee is absent on paid leave. The 2x12 shift roster cycle shall be either ten days and consist of two 12-hour night shifts followed by one rostered day off followed by two 12-hour day shifts, followed by five rostered days off (RDOs) or ten days and consist of two 12-hour day shifts followed by one day off followed by two 12-hour night shifts followed by six days off as agreed between the Parties.

In addition to the roster cycle, two additional day shifts (known as RDs) shall be rostered in each ten week period.

There is a 12-hour break between consecutive night shifts or consecutive day shifts and 24 hours between a day shift and a night shift.

Night shifts shall commence at 7 PM on the evening of the day marked as "N" on the roster and day shifts shall commence at 7 AM on the day marked as "D" on the roster. A shift hand-over of fifteen minutes shall take place and be counted as time worked. Employees may mutually agree to vary these times in accordance with sub-clause 11.3.6.

Excluding overtime shifts, not more than five twelve hour shifts shall be rostered in any ten consecutive days.

Handover time (other than for overtime shifts) referred to above, is compensated within the Base Rate of Pay of 2x12 shift employees (i.e. no compensating days off (**CDOs**) apply, these were built into base rates of pay in the previous 2020 Agreement).

Any unused CDOs which accrued up to (and including) 28 November 2019, will continue to be available to be taken by an Employee. Alternatively, an Employee may elect to cash out any (or all) existing unused CDOs.

### **11.3.6 ROSTER VARIATION OR NEW ROSTERS**

The type of roster, shift duration, shift commencement time and/or roster pattern worked by Employees shall not be changed and new shift rosters, of a type not in use at the date of approval of this Agreement by FWC, shall not be implemented unless agreed by the Parties, and such change has been presented in writing for consideration by the affected Employees for at least four weeks and is subsequently approved by a majority of the affected Employees. Such agreement shall include an appropriate rate of remuneration.

Subject to the approval of the appropriate supervisor which shall not be unreasonably withheld, Employees may, by agreement, exchange shifts and days off or parts thereof but in these circumstances pay shall be as if the work had proceeded according to the roster.

### **11.3.7 DIRECTED OFF SHIFT WORK**

Where an Employee is directed off shift work by the Company, the following shall apply:

- (a) The Employee's shift payments (shift allowance and weekend penalties) will be sustained for ten years from the date of moving off shift or until the date of leaving the Company, whichever is sooner.
- (b) Shift allowance and weekend penalties will be frozen at the point of coming off shift.
- (c) Three months' notice is to be given to persons moving off shift onto day work.
- (d) No annual leave loading is payable because of shift change compensation arrangements.

- (e) The Employee's superannuation salary shall not reduce even after the ten year period of sustained shift payments.

### **11.3.8 SHORT NOTICE CHANGE OF SHIFT**

An Employee who is transferred:

- (a) From a rostered day off (RDO) to a rostered shift; or
- (b) From a rostered shift to an RDO; or
- (c) In the case of a 2x12 shift work Employee:
  - i. from a night shift to a day shift; or
  - ii. from a day shift to a night shift,

shall be paid a penalty of an additional 50% of his or her Normal Rate of Pay for any shift worked after the transfer of which the Employee did not receive seventy-two hours' notice or an additional 100% of his or her Normal Rate of Pay for any shift worked after the transfer of which the Employee did not receive forty-eight hours' notice.

The penalty shall be paid in addition to any shift allowance payable, or to any penalty rate applicable to weekend or public holiday work.

Before requiring an Employee to change shift at short notice, the company shall first ask for volunteers.

### **11.3.9 DAYLIGHT SAVING**

- (a) 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:
  - i. commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
  - ii. commencing on or before the time prescribed by such legislation for the termination of a summer period;

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

- (b) In this subclause, the expressions standard time and summer time shall have the same meaning as prescribed by the relevant legislation.

### **11.3.10 TEMPORARY SHIFT WORK**

An Employee required to transfer from day work to temporary shift work shall be paid the appropriate shift allowance and, in addition:

- at the rate of time and a half for the first four hours and double time thereafter for each afternoon or night shift; and
- at the rate of double time and a half for each shift worked on a public holiday.

Other shifts shall be paid for at the Normal Rate of Pay, provided that twelve hour periods shall be paid as afternoon and night shifts, as provided above. For the duration of the temporary shift roster, all overtime worked shall be paid for at the rate of double the Base Rate of Pay (refer to clause 5.3 for applicable overtime rates for Casual Employees).

A shift roster to cover the period of temporary shift work shall be posted. The duration of the roster shall not exceed eight weeks.

For permanent and maximum-term Employees, at least 72 hours' notice of the working of temporary shift shall be given; otherwise 50% of the Normal Rate of Pay shall be paid for all time worked of which an Employee did not receive 72 hours' notice. Where an Employee did not receive at least 48 hours' notice of

the working of temporary shift an additional 100% of the Normal Rate of Pay shall be paid for all time worked for which the 48 hours' notice was not received.

## **11.4 AVAILABILITY DUTY**

Availability duty means that an Employee is continuously available outside normal working hours. An Employee on availability duty shall not be required to remain at home, but shall ensure contact, by telephone or other means, is available to enable duty to be taken up within thirty minutes.

An Employee on availability duty who performs work at home or any place away from normal work places, in response to a telephone call or an alarm signal concerning faulty conditions or interruptions to supply, shall be regarded as being on overtime for the period or periods concerned.

Work shall include the making of necessary arrangements for other Employees to attend to or otherwise deal with the said faulty conditions or interruptions to supply, or to give directions and/or instructions to other Employees who are at work.

Overtime payment shall be made for a minimum of one hour for such work performed provided that for subsequent calls within one hour of a qualifying call, only one minimum payment shall apply.

## **11.5 ABSENCES**

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

## **11.6 TEA OR REST BREAKS**

Paid morning tea breaks of seven and a half minutes shall be allowed for day-work Employees.

Shift workers shall be entitled to paid tea breaks as operational or plant needs permit.

# **12 FACILITIES & PROVISIONS**

The Company shall provide clean and hygienic facilities for Employees to heat meals and make hot drinks during meal and or tea breaks, during which time the Company will provide milk, sugar, tea, Milo, chilled drinking water and coffee (decaffeinated and regular).

Amenities shall be in accordance with the Work Safe compliance code "Workplace amenities and work environment" of September 2008.

# **13 OVERTIME**

## **13.1 GENERAL**

All time worked in excess of the ordinary hours of work shown in clause 11 shall be remunerated at the rate of double the Employee's Base Rate of Pay except when worked on a public holiday (which shall be remunerated at the rate of double time and a half of an Employee's Base Rate of Pay), plus the applicable daily proportion of the Yallourn Allowance at single time.

For the avoidance of doubt, overtime rates for Casual Employees are provided for in clause 6.3 of this Agreement.

In computing overtime, each day's work shall stand alone and overtime shall be paid rounded up to the next quarter of an hour.

No greater than four hours overtime in addition to a normal twelve hour rostered shift shall be required of any 2x12 shift work Employee. Every effort shall be made to confine such overtime to two hours in order for a ten hour rest to be observed.

The criteria which the Company shall apply to determine the allocation of overtime will be based upon the matching of the job skill and ability requirements of the task to the Employee or Employees able to perform the work effectively and efficiently. Within these criteria the Company shall support a system for the equalisation of overtime opportunities and transparency regarding overtime hours. The system, process and rules will be developed through consultation between the Parties.

### **13.2 REQUIREMENT TO WORK REASONABLE OVERTIME**

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

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

- (a) fatigue or any other risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the overtime;
- (b) the Employee's personal circumstances (including family responsibilities);
- (c) the operational requirements of the workplace or enterprise;
- (d) any notice given by the Company of the requirement or request that the Employee work the overtime;
- (e) any notice given by the Employee of the Employee's intention to refuse to work the overtime;
- (f) whether any of the overtime is on a public holiday;
- (g) the Employee's hours of work immediately before the Employee is required or requested to work the overtime; and
- (h) any other relevant matter.

### **13.3 TIME OFF IN LIEU OF OVERTIME (DILS)**

Where overtime is worked and payment is due in the terms of this clause, time off in lieu may be granted on the following basis:

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:

- (a) at least 4 hours of overtime is worked on a rostered day off by a shift work Employee.
- (b) Where a Maintenance worker on arranged overtime or overtime continuous with normal hours and a minimum of 2 hours has been worked the Employee shall have the option to be paid the actual hours worked at single time and 'bank' the equivalent time in off in lieu.

Alternatively, an Employee can choose to bank the full number of overtime hours worked in respect of a shift (subject to the minimum overtime requirements in (a) and (b) above), instead of taking half of the overtime as pay. For example, a 2x12 shift work employee working a 12 hour overtime shift can elect to bank 24 hours of single time as time in lieu.

An Employee cannot bank days in lieu once their bank reaches 10 days (120 hours for Operations 2x12 Shift work Employees, 120 hours for 1x12 Shift Electricians and 80 hours for all other Employees). This is a 'rolling balance' – if an Employee uses a DIL/DILs and/or applies to have some of their DILs cashed out – bringing their balance under 10 days, then they can bank more time).

In the event that an Employee's employment ends after they have been granted a request to take time off in lieu of overtime pursuant to this clause 13.3, but before some or all of the time off is taken, the balance will be paid out at the Base Rate of Pay.

### **13.4 WORK CONTINUOUS WITH ORDINARY TIME**

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 which shall count as time worked and a meal provided by the Company (or in place of the provided meal, 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 which shall count as time worked and a meal provided by the Company (or in place of the provided meal, a meal allowance).

### **13.5 CALL IN**

Employees called in to work, whether notified before or after leaving the workplace, shall be entitled to a minimum of four hours overtime for such work. Note that attending meetings at the request of the Company is work and subject to this minimum entitlement. Periods of overtime worked immediately prior to or at the conclusion of the normal working day or shift will not be eligible for such minimum payment.

An Employee who is required to return to work outside ordinary hours or on a Saturday, Sunday, public holiday, RDO shall receive, after the fourth hour and after each subsequent four hours, a meal break of twenty minutes which will count as time worked; and a meal provided by the Company (or in place of the provided meal, a meal allowance).

Except in the case of an Employee rostered for availability duty, overtime worked in the circumstances specified in this sub clause shall not be regarded as overtime for the purpose of 13.7 – 'Minimum Break Between Work On Successive Days' hereof, when the actual time worked is less than three hours on such recall or on each of such recalls.

In the case of an Employee called-in to cover a shift absence, the Employee shall be entitled to payment for the full shift.

### **13.6 MEAL ALLOWANCE GUIDELINES**

Meal Allowances for Overtime worked in conjunction with normal working hours are payable as follows:

A	Less than 2 hours	Nil
	2 – 4 hours	1
	After 4 hours	2
	After 8 Hours	3
	After 12 hours	4

Meal Allowances for overtime NOT worked in conjunction with normal working hours, i.e. Weekends, Public Holidays, Special Day Off, Rostered Day Off or call back.

B	Less than 4 hours	Nil
	After 4 hours	1
	After 8 hours	2
	After 12 hours	3
	After 16 hours	4

The entitlement in both A and B also apply to Employees rostered on Availability:

NOTE: Meal allowance is not payable for hours worked at penalty rates, temporary shift, no 10 hours break.

### **13.7 MINIMUM BREAK BETWEEN WORK ON SUCCESSIVE DAYS**

When overtime work is required, it will, wherever reasonably practicable, be arranged so that Employees have at least ten consecutive hours off work between work on successive working days or shifts.

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

- (a) where an Employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least ten consecutive hours off duty between those times; or
- (b) where an Employee, not engaged on continuous shift work, works overtime on a Sunday, Public Holiday or RDO which continues after 9.00 p.m.

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

The provisions of this subclause are subject to those contained in "Call In" provisions.

## **13.8 TRANSPORT OF EMPLOYEES**

Where an Employee, after having worked overtime in conjunction with their normal day/shift, is suffering from fatigue or concern exists for his or her ability to safely travel home or the Employee 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 or arrange storage of vehicle) to the Employee's home.

## **13.9 CANCELLATION OF ARRANGED OVERTIME**

Where an Employee arrives on site for arranged overtime and the Company no longer requires the Employee to work the overtime, then at the discretion of the Employee, the Employee may immediately depart the site and be entitled to four hours overtime and a meal allowance or work the arranged overtime.

## **13.10 STANDBY**

An Employee required by the Company to standby for call back shall be paid at the Normal Rate of Pay from the time standby commences until released. This provision does not apply to Employees rostered on availability duty.

## **13.11 TRAVEL ALLOWANCE ON CALL BACK**

Maintenance Employees required to make extra trips, such as call-back after the completion of their ordinary hours of work or on a non-workday, shall be paid a travel allowance (in accordance with Appendix 1 Allowances). This allowance shall be paid no more than once per day.

# **14 PUBLIC HOLIDAYS**

## **14.1 GENERAL**

An Employee shall be entitled to the following as public holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Labour Day, Anzac Day, King's Birthday, Friday before the AFL Grand Final, Melbourne Cup Day, Christmas Day, Boxing Day and any additional public holidays gazetted by the State or Federal governments.

## **14.2 SUBSTITUTE DAYS**

For day work Employees only, a substitute day off will be applied when a public holiday occurs on a weekend if a substitute day has been declared in the Government Gazette. The substitute day will normally be observed on the day declared in the Government Gazette or as otherwise agreed by the Parties.

In the case of shift work Employees, public holidays will be observed on the traditional date they occur, unless they happen to fall on another public holiday, in which case a substitute day will be observed on the following day unless otherwise agreed by the Parties.

### **14.3 PUBLIC HOLIDAYS – DAY WORK EMPLOYEE**

Day work Employees shall be entitled to time off without loss of pay for all public holidays (including substitute days in lieu thereof) created in accordance with clause 14.1.

A day work Employee shall be remunerated at the rate of double time and a half for all work done on a public holiday.

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 paid.

### **14.4 PUBLIC HOLIDAYS – SHIFT WORK EMPLOYEE**

This clause 14.4 applies to Shift work Employees except:

- 2x12 Operations Shift work Employees;
- 1x12 Shift Electricians; and
- Chemical Team Shift work Employees (from 1 February 2024),  
unless stated otherwise in clause 14.5.

The public holiday penalties set out below have been built into the Base Rate of Pay for 2x12 Operations Shift work Employees (effective 1 February 2023), 1x12 Shift Electricians (effective 1 February 2023) and Chemical Team Shift work Employees (effective 1 February 2024). The exception to this is part (b)(ii) i.e. if a 2x12 Operations Shift work Employee, 1x12 Shift Electrician or Chemical Team Shift work Employee is rostered off but works overtime on a public holiday, they will be paid double time and a half of their Base Rate of Pay for all time worked, plus the applicable daily proportion of the Yallourn Allowance at single time.

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 sub-clause 14.1, shift work Employees shall be entitled to the following in addition to their Normal Rate of Pay:

- (a) Shift work Employees who are 'rostered off' on a public holiday shall, at the Employee's discretion be entitled to either:
  - i. an annual leave credit of eight hours; or
  - ii. payment of eight hours at their Normal Rate of Pay.
- (b) Shift work Employees who were 'rostered off' but work overtime on a public holiday shall, at the Employee's discretion be entitled to:
  - i. in respect to the public holiday – an additional eight hours pay at their Normal Rate of Pay or eight hours annual leave credit in lieu of the public holiday; and
  - ii. in respect to the overtime – double time and a half of their Base Rate of Pay for all time worked, plus the applicable daily proportion of the Yallourn Allowance at single time.
- (c) Shift work Employees who are 'rostered on' and work ordinary time on a public holiday shall, at the Employee's discretion, be additionally entitled to either:
  - i. an annual 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 for the shift worked.
- (d) Shift work Employees who are 'rostered on' to work ordinary time on a public holiday but take paid or unpaid 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.

## **14.5 PUBLIC HOLIDAYS – SPECIFIC PROVISIONS FOR 2X12 OPERATIONS SHIFT WORK EMPLOYEES, 1X12 SHIFT WORK ELECTRICIANS AND CHEMICAL TEAM SHIFT WORK EMPLOYEES**

### **‘Buy out’ (annualisation) of public holiday pay/leave**

As set out above, the public holiday penalties for 2x12 Operations Employees, 1x12 Shift Electricians and Chemical Team Shift work Employees, have been built into their Base Rate of Pay. For 2x12 Operations Employees and 1x12 Shift Electricians, this is with effect from 1 February 2023. For Chemical Team Shift work Employees, this is with effect from 1 February 2024.

For 2x12 Operations Employees and 1x12 Shift Electricians, this is 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.

For Chemical Team Shift work Employees, the annualisation of public holidays is on the basis of 153.55 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.

For Chemical Team Shift work Employees, if (following the trials referred to above in clause 11.3.4) the 1x12 roster pattern is implemented, the relevant public holiday pay annualisation will be reviewed by the parties and revised as below on the basis of 168 hours of public holiday pay (and a 16.7% weekend penalty) 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 an Employee 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, than any public holidays *above* 15 public holidays, will be treated in accordance with clause 14.4.

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).

### **Re-purchase of public holiday credits**

A 2x12 Operations Shift work Employee, 1x12 Shift Electrician may elect to purchase public holiday credits, following commencement of this Agreement, as below:

- On 1 February each year (excluding February 2023), an Employee can purchase 84 hours of public holiday credits (based on their Normal Rate of Pay), which will be paid for via an equal deduction in 13 consecutive pay periods following 1 February of that year (or 168 hours of public holidays credits, based on their Normal Rate of Pay, which will be paid for via an equal deduction in 26 consecutive pay periods following 1 February of that year) – provided that the Employee's public holiday credit balance (prior to the purchase) is less than 168 hours;

- On 1 August each year, an Employee can purchase an additional 84 hours of public holiday credits (based on their Normal Rate of Pay) – including if they did not elect to purchase any leave credits on 1 February of the particular year (but not if they have already purchased 168 hours on 1 February of the particular year) – which will be paid for via an equal deduction in 13 consecutive pay periods following 1 August of that year – provided that the Employee's public holiday credit balance (prior to the purchase, and excluding any public holiday credits purchased on 1 February of that same calendar year) is less than 168 hours.

The above purchase of public holiday credits will also be available to Chemical Team Shift work Employees from 1 February 2024, however the amount of leave which may be purchased at each six month interval is 75 hours (noting if the Chemical Team Shift work Employees move permanently to the 1x12 roster, then they will have the same public holiday credit purchasing arrangements as those above for the 2x12 Employees and 1x12 Shift Electricians).

The following additional conditions will apply:

- Once purchased, public holiday credits can be used in accordance with the existing leave taking provisions set out in clause 35 of this Agreement (and the other relevant leave taking provisions for 1x12 Shift Electricians and Chemical Team Shift work Employees);
- Applications will not be available if an Employee's employment is ceasing in less than 6 months' time;
- An Employee's annual leave, long service leave, CDO or DIL balance will not be a relevant factor in determining whether they can purchase public holiday credits;
- Any purchased public holiday credits unused prior to the final pay period before 1 February of the following calendar year, will be cashed out to the Employee in that final pay period before 1 February;
- If an Employee's employment ceases prior to 31 January (i.e. being 31 January following the applicable 1 February/1 August public holiday credit buy out date) and they have used more public holiday credits (taken as leave) than they have already 'paid' for (via the purchased leave arrangement), the Employee authorises a commensurate deduction from their final pay/leave (or if insufficient pay/leave exists to cover the outstanding amount, they will be required to make a repayment to the Company);
- The purchase of public holiday credits does not affect an Employee's Final Average Salary/superannuation salary.

#### **Public holiday pay/leave received between 1 February 2023 and commencement of this Agreement**

As above, public holiday pay/leave has been built into 2x12 Operations Shift work Employees' and 1x12 Shift Electricians' Base Rate of Pay from 1 February 2023 (i.e. back-dated). To avoid an Employee being paid twice for any public holidays which occurred between 1 February 2023 and commencement of this Agreement (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:

- The total number of hours of public holiday pay/leave (combined) that each 2x12 Operations Shift Work Employee and 1x12 Shift Electrician has received between 1 February 2023 and commencement of this Agreement will be calculated;
- The Employee can elect (via notification to their leader and the Payroll team), whether they wish to a) have their 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 February 2023).
- 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 MOE CUP**

Subject to operational requirements, Maintenance Employees (other than Shift Electricians) rostered to work on the scheduled Moe Cup Day will be released for the half day to attend the Moe Cup (a payment in relation

to Moe Cup – 2 hours at the Normal Rate of Pay per year – has already been built into the Base Rate of Pay for Operations employees (including Chemical Team employees), and Shift Electricians).

Maintenance Employees who cannot be released on that day, due to work or operational requirements, will be provided a 4-hour leave credit that can be utilised by the Employee at a mutually accepted time.

Employees required to work on the afternoon of the Moe Cup (whether or not the Moe Cup is a declared public holiday) will be paid at the Normal Rate of Pay.

If Moe Cup event is not conducted on the scheduled day, (regardless of whether the event is cancelled or postponed), then a leave credit will be made to relevant Employees' balance.

This provision does not apply to Employees who are either rostered-off or on some form of leave absence on the scheduled afternoon of the Moe Cup.

## **16 MAINTENANCE EMPLOYEES' FAMILY PICNIC DAY**

All Maintenance Employees (including Casual Employees engaged on-site on the Friday or weekend prior to and/or the day after Picnic Day) will be entitled to the day off (without loss of pay) on the first Monday of December each year (Family Picnic Day), provided that proof of attendance is given to the Company (Picnic ticket supplied).

Where the Company requires an Employee to work on the first Monday of December to meet operational requirements, an additional payment of 8 hours (at the Employee's Normal Rate of Pay) will be made.

## **17 SERVICE**

Except in the case of long service leave, 'service' means continuous employment with the Company including continuous employment with the State Electricity Commission of Victoria, Generation Victoria, and/or Yallourn Energy without a termination of engagement and includes:

- (a) any period of approved leave without pay up to six months;
- (b) any period of absence under the income maintenance scheme up to six months;
- (c) any period of absence up to fifty-two weeks as a result of an injury by accident arising out of and in the course of employment for which the WorkCover Authority or any successor or agent accepts liability to make regular payments;
- (d) any period which the Company may declare, in respect of any Employee, to be additional service.

Any absence from work that is not approved leave shall not count as service.

## **18 PERSONAL/CARER'S LEAVE**

### **18.1 PERSONAL/CARER'S LEAVE ENTITLEMENT**

An Employee shall be credited with sick/carer's leave on the following basis:

9 Day Fortnight

- each twelve months service up to four years' service – 88 hours at the Normal Rate of Pay;
- On completion of each twelve months service after four years' service – 108 hours at the Normal Rate of Pay.

Shift Workers – 1x7

- On engagement and on completion of each twelve months service up to four years' service – 92.16 hours at the Normal Rate of Pay;

- On completion of each twelve months service after four years' service – 115.2 hours at the Normal Rate of Pay.

Shift Workers – 1x12, Afternoon Shift and 2x12

- On engagement and on completion of each twelve months service up to four years' service – 96 hours at the Normal Rate of Pay;
- On completion of each twelve months service after four years' service – 120 hours at the Normal Rate of Pay.

Personal/carer's leave not taken will accumulate without limit.

## **18.2 PERSONAL LEAVE**

An Employee shall be entitled to paid leave of absence up to the accumulated period of personal leave applicable without loss of pay, subject to the following conditions and limitations:

- (a) An Employee may take paid personal leave if the leave is taken because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee.
- (b) An Employee shall not be entitled to paid leave of absence under this clause for any period in respect of which the Employee is entitled to workers' compensation.
- (c) An Employee shall inform the Company of the taking of personal leave and the expected period of that leave as soon as reasonably practicable (which may be a time after the leave has started). In areas of 2x12 shift work it is preferable that this notification should occur prior to the commencement of the shift.
- (d) An Employee who has given the Company notice of the taking of personal leave must, if required by the Company, give the Company evidence that would satisfy a reasonable person (such as a medical certificate, certificate of attendance or statutory declaration) that the leave is taken because the Employee is not fit for work because of a personal illness, or personal injury.
- (e) For Personal Leave (inclusive of Carer's Leave) absences of up to two days no evidence is required if such absences do not exceed five days in the case of day work Employees or four shifts in the case of shift work Employees in any one year of service.
- (f) For any Personal Leave on a public holiday that a 2x12 Operations Shift Work Employee, 1x12 Shift Electrician or Chemical Team Shift Work Employee is rostered on to work (excluding pre-approved leave), a statutory declaration must be provided outlining that the leave is taken because the Employee is not fit for work because of a personal illness, or personal injury. The Employee can alternatively provide a medical certificate if they wish to do so.
- (g) In the event that an ill or injured Employee exhausts his or her personal leave, the Employee may elect to access the following provisions:
  - i. Annual leave and/or long service leave in place of personal leave; or
  - ii. Subject to meeting the pre-requisites, the Income Maintenance Insurance Policy (refer to clause 24.5) and where applicable, the temporary total disability provisions of the superannuation fund.
- (h) Where an Employee displays a consistent pattern of absenteeism, or chronic absenteeism, which could be regarded by a reasonable person as unsatisfactory, the appropriate manager will meet with the Employee and their representative (as nominated by the Employee) and discuss the issues that may be causing the Employee's absenteeism. As a result of this meeting the Employee may be required to:
  - i. access the Employee Assistance Program; and/or
  - ii. furnish a satisfactory medical certificate or a letter of support from a registered health practitioner in respect of any or all leave absences.; and/or

- iii. undergo a medical assessment by a mutually acceptable, independent medical practitioner to determine whether the Employee is able to continue employment in their inherent position.

Provided the Employee's pattern of absence improves over a 6-month period, the manager will review whether it is necessary for certificates from a qualified medical practitioner to be provided for each absence.

## **18.3 CARER'S LEAVE**

Carer's leave enables Employees to provide care and support for an immediate family member or a member of the Employee's household in the event of illness or injury of the member or an unexpected emergency affecting the member.

The Employee must provide the Company evidence that would satisfy a reasonable person (such as a medical certificate, certificate of attendance or statutory declaration) that the leave is taken because the Employee's immediate family or household member had, has or will have a personal illness or injury or an unexpected emergency and that the illness or injury is such as to require care by another or, where applicable, that the unexpected emergency affected the person requiring care during the period.

The Employee must as soon as practicable (which may be a time after the leave has started), give their supervisor/manager notice of the taking of carer's leave and the period, or expected period, of the leave.

An Employee who has exhausted their paid personal/carer's leave entitlement is entitled to up to two days unpaid carer's leave for each occasion when a member of the Employee's immediate family or household member requires their care or support because of personal illness, injury or an unexpected emergency.

Employees also have the option of using annual leave, unpaid leave or time off in lieu of overtime, for carer's leave purposes.

## **19 PARENTAL LEAVE**

### **19.1 GENERAL CONDITIONS**

An Employee with twelve months of continuous service is entitled to twelve months of unpaid parental leave if the leave is associated with the birth of a child of the Employee or the Employee's spouse or de facto partner, or the placement of a child up to 16 years with the Employee for adoption, and the Employee has or will have a responsibility for the care of the child (provided the Employee has complied with the notification and documentation requirements in this clause).

An Employee may request, in writing, an extension of unpaid parental leave for a further period of up to twelve months, four weeks before the end of the initial twelve-month parental leave period. The Company must respond in writing within 21 days, stating whether they grant or refuse the request. The Company may only refuse if there are reasonable business grounds to do so, and must detail their reasons in writing. The company must not refuse a request for an extension to parental leave, up to a further 12 months, unless the employer has given the Employee a reasonable opportunity to discuss the request.

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

An Employee returning to work after the expiration of parental leave shall be entitled to the position which they held immediately before proceeding on parental leave. Where the position no longer exists, the Employee shall be placed in a position for which they have the appropriate skills and qualifications, at a level no less than and at no less pay to that of the former position. In the case of an Employee who was transferred to a safe position or commenced working part-time due to her pregnancy, prior to commencing maternity leave, she is entitled to return to the position which she held immediately before being transferred to a safe position or commencing part time work respectively.

Once parental leave has commenced, the Employee may, subject to paragraph (b), extend or shorten the period of unpaid parental leave by giving written notice at least four weeks in advance.



An Employee who has not completed at least one year of continuous service with the Company immediately before the expected date of birth or placement may apply for a period of leave without pay. The Company may approve such leave at its discretion. If no safe job is available and the Employee has an entitlement to unpaid parental leave, the Employee is entitled to paid parental leave for the risk period.

Any period of paid leave, or part-time employment, taken in conjunction with leave granted under clause 17 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 after 150 hours' unpaid absence, with the exception of long service leave which shall continue to accrue up to 12 months of unpaid absence.

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.

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).

## **19.2 PAID PARENTAL LEAVE**

i. An 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). This may also be taken as half-pay for twice the period.

ii. 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 of 504 hours paid parental leave shall be counted as a day of such paid parental leave.

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

Where the pregnancy of an Employee terminates earlier than twenty weeks prior to the expected date of delivery, her entitlement to any leave under this sub-clause shall cease.

Where, in the opinion of a registered medical practitioner, illness or risks arising out of pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for her to continue at her present job, she shall, where practicable, be transferred without loss of pay or conditions to an appropriate job that is without the above, or other unacceptable risks/hazards, until the commencement of parental leave.

Paid leave will be provided where a registered medical practitioner is of the view that illness or risks arising out of a pregnancy or hazards connected with the job make it inadvisable for a pregnant Employee to continue in her current position, and it is not practicable for the Employee to be transferred to a safe job, the Employee may access their personal leave entitlements or in the event that no entitlement exists, the paid maternity leave entitlement in (a) above.

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary or paid personal leave entitlements.

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 maternity leave.

Where an Employee not then on parental leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before her return to work.

## **19.3 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 paid partner leave of two weeks for day workers, two blocks of five shifts for 1x7 shift workers, or two blocks of four shifts for 2x12 workers, provided that such paid partner leave shall commence not more than:

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

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.

An Employee who has accessed paid partner leave cannot subsequently access paid parental leave (in clause 19.2) and vice versa.

## **20 ANNUAL LEAVE**

### **20.1 ENTITLEMENTS**

Day work Employees shall be entitled to paid annual leave which shall accrue progressively at the annual rate of 160 hours. Shift work Employees shall be entitled to paid annual leave which shall accrue progressively at the annual rate of 215 hours.

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 on Sundays and public holidays.

A shift work Employee temporarily engaged on day work shall not suffer any reduction in the annual leave accrual.

### **20.2 MAIN CONDITIONS**

- (a) Applications for annual leave shall be made electronically and must be approved before leave is taken.
- (b) Applications for annual leave shall be processed such that applicants receive confirmation of the granting or rejecting of the application within fourteen days of the application being submitted except in the case of shift work groups during a leave preference period.

- (c) The Company must not unreasonably refuse to agree to a request by an Employee to take annual leave.
- (d) Any public holiday to which an Employee is entitled without loss of pay occurring during a period of paid leave shall not be regarded as part of the leave.
- (e) Annual leave shall continue to accrue during all forms of paid leave with the exception of any period in excess of six months on Income Maintenance.
- (f) Employees shall be entitled to utilise annual leave in increments of one hour.
- (g) Any period of personal/carer's leave taken in accordance with clause 18 or special leave taken in accordance with clause 21, occurring during a period of paid annual leave, shall not be regarded as part of the annual leave.

## **20.3 EXCESS LEAVE MANAGEMENT**

The Company shall have the right to direct an Employee to take leave accrued after the commencement of this Agreement in the following circumstances:

- (a) where the Company shuts down the business, or any part of the business in which the Employee works, and the Employee has accrued sufficient days of annual leave to cover the shut down; and
- (b) where an Employee has accrued Excess Leave.

For the purpose of leave accrued Excess Leave is defined as more than:

- (a) 288 hours for day workers; and
- (b) 360 hours for shift workers, regardless of duration of shift.

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

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

## **20.4 ANNUAL LEAVE LOADING**

An Employee shall be entitled, in respect of leave, to a sum equal to 17.5 per cent of the Base Rate of Pay per week of leave including the Yallourn Allowance (and if applicable to the Employee, the Availability Allowance) (excluding shift penalties and weekend penalty payments)."

Provided that where an Employee would have received a shift allowance, or weekend penalty according to the roster or the projected roster had the Employee not been on leave during the relevant period and such payments would have entitled the Employee to a greater amount than the loading of 17.5 per cent, then the shift allowance and the weekend penalty shall be in lieu of the 17.5 per cent loading.

The method of paying annual leave loading may be varied by agreement between the Company and the affected Employees.

## **20.5 PAYMENT FOR LEAVE**

Payment for leave shall be at the Normal Rate of Pay as shown in Appendix 1 so that there shall be no deduction 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. An Employee performing Higher Duties at the time of taking leave is subject to conditions at clause 9.6.

Shift work Employees shall not receive a loading in respect to annual leave though instead shall continue to receive shift allowances and weekend penalties during all forms of leave.

## **20.6 CASHING OUT ANNUAL LEAVE**

Employees may request to cash out accrued annual leave provided the cashed out leave would result in the Employee's remaining accrued entitlement being not less than 4 weeks. If an Employee wishes to cash out accrued annual leave, the Employee must provide the Company with a written request to do so. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee. The Company may, in its discretion, authorise the Employee to cash out the requested amount of accrued annual leave.

If the Company authorises the Employee to cash out annual leave, the Employee will be entitled to be paid in lieu of the amount of annual leave foregone at a rate that is no less than the Employees' Normal Rate of Pay at the time that the election is made. The amount of annual leave that is foregone will then be deducted from the amount of the accrued annual leave that is credited to the Employee.

## **20.7 PAYMENT ON TERMINATION OF SERVICE**

An Employee whose service is terminated for any reason whatsoever, shall be paid for any accrued but untaken annual leave, provided, that to the extent permitted by law any debts owing to the Company by the Employee will be offset against any payment in lieu of leave due to that Employee.

Payment in lieu of leave shall be made at the Normal Rate of Pay applicable to the Employee on the date when employment is terminated including any loading provided in subclause 19.4. Shift workers shall be paid shift allowance and weekend penalties for accrued annual leave on termination.

## **21 SPECIAL LEAVE**

Note: the following clauses are intended to supplement the NES entitlement to community service leave.

### **21.1 COMPASSIONATE LEAVE**

An Employee is entitled to a period of 2 days/shifts of paid compassionate leave for each occasion when an Employee's immediate family member:

- a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) Sustains a personal injury that poses a serious threat to his or her life; or
- c) Dies.

An Employee is also entitled to 2 days/shifts of compassionate leave, with pay, for each occasion when:

- d) 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
- e) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

Where the spouse or child of an Employee is concerned the Company will, as a minimum, grant five days or four shifts of compassionate leave.

Individual cases in which this limit may operate harshly will be considered on their merits in respect to additional compassionate leave.

Compassionate leave is also available for an Employee on annual leave or long service leave.

An Employee taking compassionate leave may be required by the Company to provide evidence that would satisfy a reasonable person in relation to the reason for the leave.

## **21.2 JURY DUTY**

An Employee called for jury service shall be granted leave without loss of pay.

## **21.3 ATTENDANCE AT COURT**

An Employee subpoenaed to attend Court as Crown witnesses shall be granted leave without loss of pay.

An Employee subpoenaed to attend Court as other than Crown witnesses shall be granted:

- (a) leave without pay or, at their option and provided they have sufficient leave accrued, 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 employment by the Company.

## **21.4 ATTENDANCE AT WORKCOVER CASES**

An Employee who is required to attend **WorkCover** cases at the request of the Company shall be regarded as being on duty for the period concerned. In the case of a rostered shift work Employee required to attend on their rostered day off, arrangements shall be made to grant a shift in lieu of payment for attendance on that day (unless the duration of attendance is one hour or less; in which case half a shift shall be granted).

## **21.5 DEFENCE FORCE RESERVES**

An Employee undergoing defence force training shall be granted leave without loss of pay of two weeks per year with an additional week being granted upon certification of the commanding officer of the particular service unit if required.

## **21.6 INFECTIOUS DISEASE**

When an Employee is compulsorily isolated in relation to a notifiable infectious disease, they may be granted leave without loss of pay for the period of compulsory isolation, subject to the appropriate medical evidence being provided to the Company.

## **21.7 CITIZENSHIP CEREMONY**

Leave without loss of pay will be granted to Employees for the purpose of attending ceremonies to receive Citizenship.

## **21.8 DEPARTMENT OF VETERANS' AFFAIRS ATTENDANCE**

Leave up to one twelve-hour shift without loss of pay for shift workers and one day for day workers may be granted for attendance at the Department of Veteran Affairs.

## **21.9 COUNCILLORS**

Local Government Councillors shall be entitled to paid leave to a maximum of six hours per month and Mayors a maximum of twelve hours per month.

## **21.10 VOLUNTEER LEAVE**

Absences for volunteer work with the CFA, SES, St John, Red Cross or any organisation approved by the Company, may be granted as paid leave by the Company dependent on operational requirements.

## **21.11 MEDICAL DONORS**

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

- (a) blood donors for the time lost donating blood during working hours;
- (b) organ donors for the time lost donating organs during working hours (to a limit of five days or four shifts per occasion);
- (c) with the Australian Bone Marrow Donor Registry for the purposes of undergoing bone marrow donation procedures during working hours.

## **21.12 UNION REPRESENTATIVE LEAVE**

Each Employee representative, with formal endorsement of the relevant union and upon application in writing, shall be granted up to 3 days leave with pay to attend courses conducted by the relevant union or a training provider nominated by that union, for initial delegate training, that are designed to provide skills and competencies that will assist the Employee representative to perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace.

Refresher or further training of up to 1 day per subsequent calendar year shall be granted to existing Employee representatives. Additionally, an Employee representative holding an Executive position (President/Secretary) with their relevant union will be released from duty (for the necessary time required for attendance) to attend union Board meetings, provided that reasonable efforts by the Employee to organise a shift swap have been unsuccessful.

The application to attend training must be in writing, include the nature and duration of the course to be attended, and provide at least 14 days' notice of the proposed training. The granting of leave pursuant to this clause shall be subject to operational requirements; however the Company shall not unreasonably refuse such application.

Applications for additional time off for training i.e. greater than 3 days (for initial training) or 1 day (refresher) respectively will be at the Company's discretion.

Union training leave shall count as service for all purposes.

## **21.13 DOMESTIC VIOLENCE LEAVE**

An Employee who is a victim of family and domestic violence as defined in the FW Act may access up to 10 days paid special leave per annum for medical appointments, legal proceedings and other activities related to family and domestic violence.

For the purposes of this clause, "family and domestic violence" means violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee, that seeks to coerce or control the Employee and that causes them harm or to be fearful, as defined in the NES, as amended from time to time.

For the purposes of this clause, "close relative" means a person who:

- a) is a member of the Employee's Immediate Family (see Definitions clause above); or
- b) is related to the Employee according to Aboriginal or Torres Strait Island kinship rules, as defined in the NES, as amended from time to time.

Additional support, including additional paid leave or changes to working arrangements may be granted at the discretion of the company. Such additional support will not be unreasonably withheld. An Employee experiencing domestic violence will be offered referral to the Employee Assistance Programme (EAP). All personal information about domestic violence will not form part of the Employee records and will be kept confidential

An Employee may be required to produce suitable evidence such as documents issued by the Police, a Court, a Medical Practitioner, a Domestic Violence Support Service, a Lawyer or Counselling Professional.

## **22 LONG SERVICE LEAVE**

### **22.1 DEFINITIONS**

"LSL" means Long Service Leave unless otherwise specified.

For the purposes of LSL, "Service" means continuous employment with the Company, including continuous employment with the State Electricity Commission of Victoria, Generation Victoria and/or Yallourn Energy, without a termination of engagement, and includes:

- (a) service with the Defence Forces which interrupts otherwise continuous employment;
- (b) any period spent on loan to other employers;
- (c) any period of approved leave without pay up to six months which was taken **before** 1 November 2018;
- (d) any period of approved leave without pay up to 52 weeks which is taken after 1 November 2018;
- (e) any period of absence under the income maintenance scheme up to six months;
- (f) any period of absence as a result of an injury by accident arising out of and in the course of employment up to fifty-two weeks;
- (g) any period which the Company may declare in respect of any Employee to be additional "service" and that Employee's service shall be considered to include the period so declared (e.g. Company Scholarship holders who, on completion of the Scholarship, become Company Employees, would have the period of the Scholarship treated as 'additional service');

Provided that:

- (h) when leave of absence from work is approved without pay any period of such absence shall not break the continuity of the employment;
- (i) any absence from work without the approval of the Company shall not count as service and as such will result in the extension of the due date.

### **22.2 LSL ENTITLEMENT**

Employees shall be entitled to LSL as follows:

- (a) 9.1 weeks LSL on completion of seven years' service; and
- (b) Additional LSL at the rate of 1.3 weeks LSL per year of service beyond the first seven years.

Leave will become due only on completion of the periods of service set out above.

### **22.3 MAIN CONDITIONS**

- (a) Provided that the application for LSL is submitted no earlier than 2 years from the date of the proposed leave the applications for LSL shall be processed such that applicants receive confirmation of the granting or rejecting of the application within fourteen calendar days of the application being submitted.
- (b) Unless otherwise approved by the Company, any period of absence in respect of LSL shall be not less than one day and shall be in respect of not less than one day of the Employee's accrued entitlements.
- (c) 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 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 Employee's Normal Rate of Pay for the period of approved absence. For an Employee who is a member of a defined benefit superannuation fund, his/her superannuation benefit is not affected during a period of LSL at half pay.

- (d) Any public holiday to which an Employee is entitled that occurs during the period of LSL shall not be regarded as part of the LSL.
- (e) All forms of leave will accrue in respect of the period absent on LSL.

## **22.4 PAYMENT FOR LSL**

Except as stated in sub-clause 22.3(c), payment of salary during any period of LSL shall be made to an Employee at the Employee's Normal Rate of Pay in the same manner as if they had continued working provided that any variation in the rate of pay shall be taken into account from time to time as it occurs.

An Employee receiving an allowance or penalty on a continuous basis, shall continue to receive the allowance or penalty during absences on LSL. An Employee who, on commencement of LSL, is performing Higher Duties will continue to receive associated payment subject to provisions at sub-clause 9.6.

Payment in lieu of LSL will not be made except to give effect to sub-clause 22.5.

## **22.5 PAYMENT ON TERMINATION OF EMPLOYMENT**

Should an Employee have an LSL entitlement at the time that employment is terminated, payment in lieu of LSL will be made at the Employee's Normal Rate of Pay applicable on the day when employment is terminated.

An Employee whose service is terminated by retirement on account of age and who had completed at least three years' service but less than seven years' service shall be entitled to pro rata LSL on the basis of such service.

An Employee whose service is terminated due to total and permanent disability or by death, payment in lieu of LSL at the Employee's Normal Rate of Pay will be made to the Employee or their estate, for:

- (a) pro rata LSL if that Employee had not completed seven years' service; or
- (b) any LSL to which that Employee had become entitled and which had not been taken.

LSL entitlement on termination of employment will be calculated to the last day of service at the rates shown in sub-clause 22.2.

To the extent permitted by law, any debts owing to the Company will be offset against the payment in lieu of LSL.

Payment in lieu of LSL shall be made at the Normal Rate of Pay applicable to the Employee on the date when employment is terminated. Shift workers shall be paid shift allowance and weekend penalties for accrued long service leave on termination.

## **22.6 PERSONAL/CARER'S LEAVE DURING LSL**

Personal/Carer's leave will be granted to Employees absent on LSL provided that a satisfactory medical certificate from a registered health practitioner is produced or a statutory declaration where it is not reasonably practicable for the Employee to provide a medical certificate.

An equivalent period of LSL shall be re-credited or the Employee's period of absence extended.

## **22.7 PART-TIME EMPLOYMENT**

Part-time Employees will accrue long service leave in accordance with the provisions of this clause; however, payments will be made on a pro rata basis according to hours worked during the service period.



## **23 PROTECTIVE APPAREL**

All protective apparel shall be selected via consultation and as a minimum be in accordance with Australian Standards. The Company shall supply such apparel, including to Casual Employees.

All reasonable costs associated with the use of prescription glasses as safety glasses, or the repair/replacement if damaged while being used at work, will be paid by the Company. Costs of consultation will be paid after the application of any medical fund benefit.

The Company shall supply and make provision for the launder of overalls for the Employees.

## **24 ACCIDENTS & INJURY**

### **24.1 GENERAL**

Superannuation benefits and Company contributions shall not be diminished by virtue of an Employee being on WorkCover, Transport Accident Commission (**TAC**) or within the first six months of Income Maintenance payments for the capped period identified in sub clauses below.

The Company shall ensure that Employees who have suffered a work-related injury are not financially disadvantaged in terms of their Normal Rate of Pay to the extent of the application of sub-clause 24.2.

### **24.2 MAKE-UP PAY**

Subject to this sub clause, Employees who are in receipt of WorkCover payments under the *Accident Compensation Act 1985* or the *Workplace Injury Rehabilitation and Compensation Act 2013* shall be paid the difference between such payments and their Normal Rate of Pay.

Make-up pay is tied to receipt of WorkCover benefits. The Company will make up the pay to the pre-injury Normal Rate of Pay for 130 weeks including incorporation of any annual pay increases.

The Company shall ensure that Employees are reimbursed for all recognised out of pocket expenses related to the injury in accordance with the Accident Compensation Act.

### **24.3 NON WORK-RELATED JOURNEY ACCIDENT**

Persons injured in accidents involving registered vehicles unrelated to work (i.e. not covered by WorkCover) may claim payments from the TAC. To maintain income while away from work, Employees shall be entitled to access personal leave payments up to their accrued entitlements such that the Employee effectively receives a mixture of TAC payments and partial personal leave to equal their Normal Rate of Pay.

If an Employee's personal leave is exhausted at any stage within the first 104 weeks, the Company shall make-up the difference between the TAC payment and Normal Rate of Pay for the 104 weeks.

Make-up pay is tied to receipt of TAC benefits.

### **24.4 WORK-RELATED JOURNEY ACCIDENTS**

Where an Employee is injured as a result of an accident either on the way to work or on the way home, which causes the Employee to incur time off work, after the first week of absence the Company shall provide the Employee fully paid leave for up to one hundred and four weeks, at the Employee's Normal Rate of Pay.

Should the Employee receive TAC or WorkCover payments the Company shall only be required to pay the Employee the difference between those payments and the Employee's Normal Rate of Pay.

### **24.5 INCOME MAINTENANCE**

The Company will provide a group salary continuance insurance that gives additional salary protection for up to 2 years to Employees (including Casual Employees) who are absent due to a long-term illness, carer's

leave (at the discretion of the Company) or injury and are not in receipt of other benefits as described at sub-clauses 24.2, 24.3 and 24.4 (100% of the Employee's Normal Rate of Pay).

The application of this provision, whilst the Company continues to self-insure, will be subject to the terms and conditions of the Income Maintenance Insurance Policy as it stands at the commencement of the operation of this Agreement. The terms and conditions of the Policy will remain 'fixed' for the nominal term of this Agreement. This will not prevent the Parties continuing to review the Policy and applying any agreed further improvements to current terms and conditions.

## **25 HEALTH & SAFETY**

### **25.1 COMPLIANCE**

The Company shall comply with the *Occupational Health and Safety Act 2004* (Vic) and *Occupational Health and Safety Regulations 2007*.

### **25.2 FIRST-AID**

The Company shall make available to Employees and their partner/immediate family Level 2 First-Aid training (including refresher training as required) and the use of a defibrillator at no cost. Training will be Employee's own time, out of normal hours and will be an unpaid attendance. Training will be arranged subject to the number of attendees to warrant conducting classes.

All Employees that are required, as a part of their duties, to operate or perform work on electrical switchgear or apparatus shall as a minimum be trained in cardio-pulmonary resuscitation and the use of a defibrillator.

### **25.3 ALCOHOL & OTHER DRUGS**

The policies and procedures pertaining to alcohol and other drugs shall be in accordance with the EnergyAustralia Yallourn Drug and Alcohol Procedure.

### **25.4 EMERGENCY RESPONSE**

The Company shall ensure that an effective emergency response capability is on site at Yallourn at all times and supply and maintain semi-automatic external defibrillation units in appropriate locations around the work site.

All Employees shall be appropriately trained in fire-fighting techniques and equipment appropriate to their work environment.

## **26 EMPLOYEE PRIVACY**

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

To this end electronic installations for site gate access, Cardax and security cameras, shall not be used for timekeeping or Employee surveillance other than to investigate any reasonable suspicion of serious misconduct or unlawful activity.

The Company will display signage in areas of the workplace where there are overt or covert surveillance devices in operation.

The IT environment and its usage will be physically and electronically monitored to ensure legal, ethical and operational compliance.

## **27 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.

Employee representatives shall be allowed the necessary time and resources (e.g. telephone, photocopier, e-mail, facsimile, notice board and stationery) to properly communicate with and represent 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.

Appropriate notice boards will be made available for accredited Employee representatives for the purpose of displaying notices dealing with employment related matters. Existing notice boards may be used in accordance with this clause.

An Employee, representing the interests of Employees, and having direct involvement in the preparation and attendance of matters before industrial tribunals and courts will be granted leave without loss of pay.

## **28 CONSULTATION**

This term applies if:

- (a) the Company proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on Employees;
- (b) the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees; or
- (c) another clause in this Agreement requires that a matter (for the purpose of this clause, 'the change') be the subject of consultation between the Company, Employee(s) and/or their union(s).

As soon as practicable, and prior to any definite decision being made, the Company must discuss with the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) the introduction of the change and the effect the change is likely to have on the Employees. The Company must discuss measures to avert or mitigate any adverse effect of the change on the Employees.

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

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

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

- (a) all relevant information about the change including the nature of the change proposed;
- (b) information about the expected effects of the change on the Employees; and
- (c) any other matters likely to affect the Employees.

However, the Company is not required to disclose confidential information.

In relation to any change about rosters or ordinary hours of work, the Company must 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).

The Company must give prompt and genuine consideration to matters raised by the relevant Employees about the proposed change, including any impact the change will have on the Employees' family or caring responsibilities.

In this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees;

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

The Parties must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals, and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

In this clause, 'relevant Employees' mean the Employees who may be affected by the change.

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

## **29 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 the Agreement, provided that:
  - i. The individual flexibility arrangement deals with arrangements about when work is performed (including transition to retirement); and
  - ii. The individual flexibility arrangement entered meets the genuine needs of the Company and the Employee in relation to that matter; and
  - iii. The individual flexibility arrangement is genuinely agreed to by the Company and the 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. Do not contain unlawful terms within the meaning of 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; andinclude details of:
  - iv. the terms of the Agreement that will be varied by the arrangement; and
  - v. how the arrangement will vary the effect of the terms; and
  - vi. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - vii. 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.

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

## **30 TRANSITION TO RETIREMENT & JOB SHARING**

The Company will use its best endeavours to facilitate applications by Employees – both day-workers and shift workers – for transition to retirement and/or job-share arrangements.

## **31 DISPUTE RESOLUTION PROCESS**

The DRP is to be used to assist in resolving any matter or dispute pertaining to the employment relationship.

For matters that are in dispute, that go to the application or interpretation of this Agreement or with matters arising under the NES, this clause facilitates access to the FWC for conciliation and, if necessary, arbitration (**'category 1 matters'**).

For all other matters pertaining to the employment relationship that do not go to the application or interpretation of the Agreement or are not matters arising under the NES (**'category 2 matters'**), the steps set out below shall apply, except that the FWC shall only be empowered to exercise conciliation powers.

### **31.1 INITIAL PROCESS**

- (a) In the event of any dispute arising the following procedure will apply.

**STEP 1** The matter will, in the first instance, be discussed between the Employee(s), and the Team Leader involved.

If the matter remains unresolved it shall be elevated to STEP 2 as soon as practicable;

**STEP 2** The matter may be referred in writing, by the Employee(s) to the relevant Line Manager. The Line Manager will provide a written response to the issue within three working days.

If the matter remains unresolved;

**STEP 3** It will be referred for discussion between the appropriate Union Official or other Employee representative and the Head of Yallourn, or their nominated delegate. The Head of Yallourn will provide a response to the issue as soon as practicable.

If the matter remains unresolved;

**STEP 4** It may be referred to the FWC for conciliation or arbitration (for 'category 1 matters') or conciliation only (for 'category 2 matters').

Employees may bring a support person or the appropriate union representative to any meeting held under this clause with the Parties being able to elect to bring representatives of their own choosing to any matter referred to conciliation or arbitration.

- (b) The dispute may be referred to FWC at any stage by agreement of the Parties in the interest of speedy resolution of the dispute.
- (c) For 'category 1 matters', 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 or 'normal work' shall continue, unless the maintenance of status quo 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.

- (d) In respect to category 2 matters, either party may notify the FWC of a dispute and seek to have the matter dealt with on an expedited basis, provided that the notifier has satisfied steps 1 and 2 of the initial process. The status-quo shall apply to category 2 matters in the same way as category 1 matters unless one party argues successfully before FWC that the status-quo should be altered or removed. Any such application shall not occur until at least 14 days has elapsed since the first conciliation hearing of the notified matter. The dispute and status-quo provision ends when the FWC determines that the conciliation process is concluded.
- (e) 'Normal work' means the work normally performed by an Employee and "status quo" means the circumstances existing immediately prior to the change or circumstance leading to the proposed change which resulted in the dispute arising.

## **31.2 STEP 4 PROCESS**

- (a) Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, the FWC may resolve category 1 matters by arbitration. Either party may be legally represented during arbitration.
- (b) In exercising its role under this clause, the FWC shall exercise any of its powers under the Act.
- (c) It is a term of this Agreement that the parties to the dispute will 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 commercial-in-confidence documents); and
  - iii. Make available any witness that the FWC believes is reasonably necessary.
- (d) Without limiting the generality of the foregoing, the FWC may exercise any powers reasonably incidental to the exercise of conciliation and/or arbitration functions under this clause, having regard to the category of the matter.
- (e) Where the FWC has issued a decision, determination or direction under this clause, it shall be final and binding on the Parties, subject to the appeal process in accordance with sub-clause 31.3.

## **31.3 APPEAL PROCESS**

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

## **31.4 COSTS & 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 the dispute.

Each party to the dispute will meet their own costs.

## **32 DISCIPLINE PROCEDURE**

The discipline procedure will be invoked in cases where unacceptable Employee performance and/or conduct require follow-up action.

The discipline procedure aims to correct/address poor conduct, work behaviour or performance.

Disciplinary action can be commenced at any of the four steps after an investigation has been conducted.

This clause does not prevent summary dismissal on account of serious and wilful misconduct.

<b>STEPS</b>	<b>LOCATION</b>	<b>WHO'S INVOLVED</b>	<b>PAPERWORK</b>	<b>EFFECTIVE FOR</b>
1. Oral Warning	Workplace or Office	Employee* Team Leader	Diary note.	Up to 3 months
2. First Written Warning	Office	Employee* Team Leader	Note to file, signed by both Employee and Team Leader, detailing the reason for the disciplinary action. An Employee may refuse to sign note.	Up to 12 months
3. Final Written Warning	Office	Employee* Team Leader Line Manager	Note to file, signed by both Employee and Team Leader, detailing the reason for the disciplinary action. An Employee may refuse to sign note.	Up to 24 months
4. Dismissal	Office	As above plus Senior Manager	Note to file detailing the reasons for dismissal.	

Written documentation will be recorded on file and will include dates for the disciplinary action to be reviewed. Reviews shall occur at 3 monthly intervals if required. The parties (referred to in the "Who's Involved" column above) will determine whether a future review date is required. If no further review is required, a note will be placed in the Employee's file stating that the disciplinary letter in question, no longer has effect.

The Employee may choose to involve his or her support person/representative at any or all the steps of this Discipline Procedure. The Company shall allow reasonable advance notice of any meetings or interviews to allow the Employee to arrange for their support person to attend but will not unnecessarily delay proceedings if such support cannot be arranged.

## **33 ROLES & RESPONSIBILITIES**

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

### **33.1 TRAINING**

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

Employees are expected to fully participate in all Company provided training.

Training undertaken by Employees will be recorded by the Company and where practicable, will be Nationally accredited training. The Company will pay all reasonable costs associated with training.

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 13.1.

In addition to generic training, Employees will undertake such training as required under a specific training plan discussed and agreed with their Team Leader or supervisor.

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

## **33.2 PERSONAL DEVELOPMENT**

All permanent Employees covered by this Agreement shall participate in a Personal Development Plan (**PDP**) in conjunction with their team leader or supervisor. PDPs describe training and personal development objectives.

The Company will provide competency based training in accordance with each individual's Personal Development Plan.

PDPs will involve an annual discussion between the Employee and their Team Leader, which shall be reviewed on a six monthly basis. The discussion will assess the training needs of the Employee, their performance, knowledge, skills and behaviours against mutually agreed Key Result Areas.

To ensure a fair and equitable application of the PDP program, it will be overviewed by management external to an individual Employee's section.

Progression will be self-paced with no defined time frames for progression, removing any perceived pressure on individuals; however the Company will undertake to provide quality training and progression in a timely manner.

Where it becomes apparent that an Employee will not reach his or her PDP scheduled objectives; a remedial plan will be developed to assist the individual Employee.

## **33.3 APPRENTICES**

The Company will directly employ any new apprentices over the life of the Agreement. The minimum of 14 positions will be held in total across power station and mine maintenance for the period of the Agreement – with the exception that will be no obligation for the Company to directly engage new apprentices beginning three years from the June 2028 closure of the Yallourn Power Station and Mine.

Existing apprentices will attract the following % of the AM2 rate of pay.

<b>YEAR OF APPRENTICESHIP</b>	<b>PERCENTAGE</b>
Fifth Year	100%
Fourth Year	88%
Third Year	75%
Second Year	55%
First Year	45%

## **33.4 PERSONNEL SELECTION**

Appointments shall be on merit with the objective of choosing the best person for the position. Criteria for selection will be based upon objective job-related competencies, including appropriate qualifications and licences and will include assessment based on performance, behaviour, knowledge, skills and attitude.

Recruitment and selection processes will be consistent with applicable Company policies. Every effort shall be made to ensure that all Company site personnel are given the opportunity to apply for vacant positions.

## **34 CLOTHING, EQUIPMENT & TOOLS**

An Employee, whose personal tools, clothes, spectacles or hearing-aids have been accidentally spoilt by deleterious substances or otherwise damaged, shall be paid by the Company such an amount of money to cover the loss or damage thereby suffered.

An Employee shall be reimbursed by the employer to the extent of the damage sustained:

- (a) for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop; or



- (b) to tools or clothing while in a lock-up; or
- (c) if the tools are lost or stolen while being transported by the Employee at the employer's direction; or
- (d) if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness; and
- (e) provided that an Employee transporting tools shall take all reasonable care to protect those tools and prevent theft or loss.

Where an Employee is absent from work because of illness or accident and has advised the Company as required, the Company shall ensure that the Employee's tools are securely stored during the absence.

The Company will make available a car window cleaning chemical (in the Stores) to all Employees.

## **35 SHIFT OPERATIONS GROUP**

This Shift Operations clause is designed to provide an appropriate level of certainty and adequate leave coverage for Operators employed by the Company, whilst balancing the need of the Company to respond to changing operational requirements.

At all times the Operations Team Leaders are responsible for group management and staffing, in accordance with this clause.

### **35.1 GROUP MEMBERS**

The Parties agree that the Operations group, applicable to normal 4-unit running operation, will consist of 75 positions with a nominal mix of the following classifications:

<b>CLASSIFICATION</b>	<b>PER SHIFT TEAM</b>	<b>TOTAL</b>
Unit Controller	6	30
Assistant Unit Controller	3	15
Unit Attendant (1 or 2)	3	15
Power Worker	3	15
<b>Total</b>	15	75

Classifications will "bump-down" in accordance with bump-down sub-clause 33.14.

### **35.2 SKILLS MIX**

Under normal 4-unit running operation the Operations Group consists of a mix of the following classifications:

1 x Operations Team leader, 4 x Unit Controllers, 2 x Assistant Unit Controllers, 2 x Unit Attendants, 3 x Power Workers - Total 12.

An AUC can only act on a unit as a UC if they have the required skills and experience to do so (and therefore, if acting as UC, will be deemed 'competent' for the purposes of the higher duties clause (clause 9.6) in this Agreement). This will occur after relevant call-in procedures have been exhausted, and where the AUC agrees to act in the UC role.

Skills mix can be achieved by utilising bump-down in accordance with sub-clause 35.14.

A shortfall in a lower category classification, down to Unit Attendant, can be covered by having a higher number of personnel in a higher category.

Everything practicable will be done so that the skill mix above is maintained.

Contractors and labour hire companies may be used for the performance of work provided that Operations Employees are fully utilised.

However, the Parties recognise that there may be times when this is not practicable and in those circumstances the skills mix may be changed. For example, a Unit may be under the control of an AUC provided supervision is available through a UC; or when a Unit is out of service staffing requirements may alter and be reduced on those numbers associated with "normal" running conditions.

Where, under normal 4 unit running conditions the skills mix is not able to be achieved, the OTL, in consultation with the senior operators will make whatever arrangements are necessary to safely operate the units.

Notes:

- (a) In the context of this clause the requirement for an OTL to call in an operator on overtime does not constitute 'impracticality'. Similarly, the OTL must make every reasonable effort to call in an appropriately skilled operator to cover any shortfall.
- (b) In the context of this clause "consult" means that the OTL will discuss operational staffing/workload issues with relevant senior operator/s and will give proper consideration to any views expressed prior to making a decision.

### **35.3 FILLING OF VACANCIES**

Unless otherwise agreed by the MEU Operations representative and the Company, every reasonable endeavour will be made to ensure that all Operations Group vacancies shall be filled or training where required, commences within 12 weeks of the vacancy being created. If a vacancy cannot be filled after 12 weeks for whatever reason, the company will advise the MEU Operations representative via email as to the reason.

### **35.4 ROSTERING**

Shift Operations 2 x 12 hour rosters are to be run on a 10 week cycle where the cycle is 2 nights, 1 off, 2 days, 5 off. The cycle may be altered to 2 days, 2 nights, 6 off by agreement between the Company and a majority of the operators affected by the change of cycle. These options result in 7 rounds of shifts, per 10 week cycle. In order for the hours to add up to a 36 hour week on average over the 10 week cycle, an additional 2 x 12 hr RD's shall be rostered per Employee per 10 weeks.

All shifts are to be rostered as far ahead of time as the roster system practically allows and the roster is to be accessible by all operators electronically.

### **35.5 ROSTERED DAYS**

Unless otherwise agreed by the Employee concerned, RDs shall not be:

- (a) rostered without seventy days advance notice;
- (b) rostered on a night shift;
- (c) rostered on a weekend or public holiday.

An RD can be moved within the same 10 week roster by mutual agreement between an Employee and OTL.

RDs are not to be moved outside their original 10-week roster.

## **35.6 CHANGING ROSTER TEAMS**

Maintaining a balance of skills across the roster teams may, from time to time, necessitate moving personnel between teams. These moves may be permanent or temporary. Team moves shall be discussed with affected Employees and wherever possible be done on a voluntary basis. However, in the absence of appropriate volunteers being available an Employee may be directed to change teams. Any leave already planned will be honoured.

## **35.7 STAFFING FOR UNIT SHUTDOWNS, RUN UPS AND OUTAGES**

Outage Permit Coordinators with the appropriate skills must be appointed for all outages, with their role outlined in an Operation's Role Descriptor.

Appropriate time off the roster will be given for the coordinator to perform the pre and post outage components of the task. While working as an Outage Permit Coordinator, an employee:

- Will receive a Higher Duties Allowance. This will be paid by increasing the employee's Base Rate of Pay to the UC3 level plus an additional 2.5%;
- Will work a 9-day fortnight day-work roster for planned outages with more than 1 weeks' notice or any outage of a duration of greater than 7 days (however will retain their usual shift penalty and weekend penalty). During high work periods to facilitate work and allow continuity of handovers, hours worked by the Outage Permit Coordinator will be in consultation with the OTL and Outage Manager.

When a unit is being shut down or returned to service, extra staffing may be required. The OTL will consult with the Outage Permit Coordinator, and the unit controller on the unit to determine the extra staffing required. Where a unit (or units) is OOS then lower staffing requirements may be possible, freeing up people to cover for leave. Again, the OTL will consult with the Outage Permit Coordinator to determine the staffing requirements.

## **35.8 OVERTIME CALL-INS**

The OTL will approve all operations overtime.

Where it has been deemed that overtime is necessary to cover for a staff shortfall the call-in will fill the vacant post classification rather than the classification of the person creating the vacancy. This is to maintain a stage staffing skill mix of 2 UCs, 1 AUC and 1 UA.

EG:- If the stage staffing was to be 3 UCs and 1 UA and one of the UCs is absent and the vacancy needs to be covered and there is no spare personnel to cover, then the vacancy will be replaced by a suitably qualified AUC to achieve the preferred team skill mix. If no AUC is available then a UC can be called.

Call-ins shall only occur between 7am and 9:30pm, except to the extent that an Employee advises that they can be called outside of those times or where exceptional business reasons apply;

The Employee with the required classification and the lowest accrued overtime hours will be called first followed by others in order of accrued overtime hours;

For additional staffing requirements e.g. outage work, Employees with the necessary required skills will be called in on the basis of lowest accrued overtime hours.

## **35.9 NOTIFICATION OF ABSENCE AND RESPONSE**

Where practicable the Operations Team Leader (OTL) shall be the point of contact. Reasonable effort should be made to notify the OTL. This will allow the OTL to understand the nature of the absence and to consider any staffing implications for the present and potentially future shifts.

## **35.10 NOTIFICATION WHEN ON SITE FOR OVERTIME AND RDs**

When operators are on site for approved overtime e.g. training, project work etc, they must notify the on duty Operations Team Leader when they commence and finish on site.

When operators are required to attend on a RD and are not rostered to a shift position on the roster they must contact the on duty OTL when they commence and finish on site.

## **35.11 COVERING OTL ABSENCES**

Coverage of the OTL position may be done from within the teams (for OTL leave of 2 rounds or less, other than as set out below). It is the OTL or Operations Leader's responsibility to coordinate a replacement to cover OTL absences.

Where the coverage is provided by a "grandfathered PC3":

- For coverage of less than 2 consecutive rounds of shifts the PC3 will not attract Higher Duties Payment.
- For coverage of greater than 2 consecutive rounds of shifts the PC3 will be paid the Higher Duties payment applicable for the OTL role for any subsequent shifts.

Where the fill in is from within the teams, other than a "grandfathered PC3" being utilised, the person shall receive the Higher Duties payment applicable for the OTL role for all shifts.

## **35.12 LEAVE APPROVAL**

All leave applications are to be submitted to the OTL for approval.

If the operator gives less than 14 days' notice:

- Leave will be granted subject to staffing needs and business requirements with approval given where possible. Outages will be considered.

Where 14 days' notice or more is given, applications for leave, other than LSL, shall be processed in order of submission date and will be approved or rejected within 14 days of submission, unless otherwise agreed. LSL applications will be processed in accordance with sub clause 22.3.

- At any one time 3 people from the UC, AUC, UA and PW area (subject to team skill mix) will be granted leave if they apply.
- If there is no cover required for OTL leave of 2 rounds or less, then a 4<sup>th</sup> person will be granted leave (if they apply) and subject to the availability of the 4<sup>th</sup> relief. The 4<sup>th</sup> relief will be 'available' if they are not already covering leave or other duties.
- OTL cover by the 4<sup>th</sup> relief will not disadvantage the leave taking ability of other Operations classifications.
- Special leave (clause 21) will not be taken into account in determining annual leave for the first 3 Employees (but may be taken into account in determining whether the 4<sup>th</sup> relief is available).

Alternatively, RD's from other teams can be used to supplement the leave taking ability of a team.

## **35.13 LEAVE PREFERENCE**

Leave preference rosters to apply for a 12 month period, from the 1<sup>st</sup> December through to the 30<sup>th</sup> November of the following year for all operators.

Team leave preference cut off times are as follows: - 1<sup>st</sup> round of preferences - 31<sup>st</sup> July; 2<sup>nd</sup> round of preferences - 31<sup>st</sup> August; 3<sup>rd</sup> round of preferences - 30<sup>th</sup> September.

Outside of these periods, leave will be granted as per normal leave approval process.

During school holiday periods a maximum of two rounds of shifts may be taken. Where an individual changes team and leave has been approved on the original shift, the leave shall be honoured, without disadvantaging any individual.

## **35.14 BUMP DOWN**

The UC will bump down as necessary to the level of the UA.

The AUC will bump down as necessary to the level of CCA.

The UA2 will bump down as necessary to the level of CCA.

OTLs will consult the shift and seek agreement where possible about bump downs.

If agreement (with the individuals that are impacted) is not unanimous, then the highest qualified/experienced Employee will be placed in the highest position, in order of UC, then AUC, then UA, and then CCA.

For the avoidance of doubt, the principle is to maintain the best qualified and experienced Employees in the roles – therefore, two (2) employees being bumped down a single position each is preferred over a single employee being bumped down 2 positions.

## **35.15 ROLES AND RESPONSIBILITIES**

Where a shift work Employee temporarily works other than shift work the Employee shall continue to be treated as a shift work Employee as far as their pay and entitlements are concerned. Work pattern will be determined to suit the role.

The qualifications, skills and responsibilities for each of the Operations Group classifications shall be in accordance with the role descriptors referred to in sub-clause 35.19.

## **35.16 TRANSITIONAL CROSS-STAGE TRAINING ARRANGEMENTS**

This clause does not apply to Employees who;

- a) have completed the structured cross stage training course;
- b) have completed an agreed mutually acceptable arrangement as detailed in sub clause (a) below;
- c) are deemed competent to operate on both stages, or
- d) have completed a traineeship or other appropriate training.

To avoid doubt this clause only applies to Employees who have been fully trained and deemed competent to operate in one stage only.

Employees will be provided the opportunity to declare their intent to complete cross-stage training, for example, during the PDP process. Those Employees who choose not to declare a commitment to cross-stage training will be immediately classified into the pay classification commensurate with the skills currently possessed. Employees who have declared their intent not to complete cross-stage training will only be offered that opportunity in the future where there is a business need. All others will maintain at their current pay rate and have their cross-stage training commitments recorded in their PDP.

The Company will provide Employees notice of when the training will be provided. Cross-stage training will be conducted as follows:

- a) The structured training course will be run as minimum two-week course consisting of 4 x 9 hour days per week on day work unless a mutually acceptable arrangement is agreed between the

Company and the Employee; such arrangement must be equal to or in excess of the structured training course.

- b) On completion of the training course (or any agreed alternative arrangement), Employees will be required to consolidate the training. Each Employee will be rostered for 2 shift rounds on the new stage for this consolidation additional to normal staffing.
- c) Those at AUC level will be rostered for an additional 2 rounds in an AUC role by which time they will be expected to be deemed competent and have successfully completed the training, resulting in reclassification.
- d) Those at UC level will be rostered for an additional 3 months in a UC role by which time they will be expected to be deemed competent and have successfully completed the training, resulting in reclassification.

It is expected Employees will utilise opportunities to consolidate their newly acquired skills where appropriate.

Where an Employee has failed to complete the cross-stage training, in the process described above, they will be reclassified immediately into the pay classification commensurate with the skills possessed and they will be rostered for 3 shift rounds in the alternate stage to retrofit the skills required in their new pay classification after which they will be deemed competent.

### **35.17 GRANDFATHERED PC3 EMPLOYEES**

As part of the transitional arrangements relating to the new Shift Operations Group classification structure, Employees who were previously classified as PC3 (also known as UC3GC for payroll purposes) will retain their existing pay relativity as long as they remain employed with EnergyAustralia Yallourn Power Station in the Operations Group. This grandfathering arrangement will be reflected in letters provided to each affected Employee.

To be eligible an existing PC3 must:

- (a) be fully cross-staged trained to UC3 level as detailed in the "Transitional Cross-Stage Training Arrangements" above.
- (b) Must perform the duties of the PC3 role, as per past practice, when requested.

### **35.18 CAREER PATH**

Progression will be based on business needs, individual aspirations, competencies and abilities. Employees in the Operations Group shall be provided opportunity and training to progress through a career path with commensurate classification and salary increases.

A peer review shall be carried out as part of the competency review.

Operations Employees will fully utilise their recognised skills in accordance with their classification and the bump down clause in this Agreement provided the Employee is deemed competent in the skill and it is considered both safe and legal.

CAREER STEP	REQUIREMENT
PW to UA1	Having successfully completed UA specific aptitude test, interview and UA training course. Competency reviewed by Team Leader and signed off by Operations Leader.
UA1 to UA2	Competency reviewed by Team Leader and signed-off by Operations Leader.
UA2 to AUC1	Having successfully completed AUC specific aptitude test, interview and AUC training course. Competency reviewed by at least two senior UCs, recommendation from Team Leader signed off by Operations Leader.
AUC1 to AUC2	Competency reviewed by Team Leader and signed off by Operations Leader.

AUC2 to UC1	Having successfully completed AUO process and competency assessment by at least two current senior UCs. Recommendation from Team Leader and signed off by Operations Leader.
UC1 to UC2	Competency reviewed by Team Leader and signed off by Operations Leader.
UC2 to UC3	Competency reviewed by Team Leader and signed off by Operations Leader.

The Company will normally appoint operators via the Operations career structure shown above, (i.e. appointed at the lower levels and working through the structure). However the Parties recognise there could be unusual circumstances where an immediate appointment, for the maintenance of team skill mix is necessary. If an applicant is found to have the requisite skills, and/or qualifications, recognition of prior skills and learning will apply to the extent that the successful applicant may be appointed at any level within this structure.

### **35.19 OPERATIONS ROLE DESCRIPTORS**

External to this Agreement is a document entitled "Operations Role Descriptors" which defines the role and duties of classifications within the Shift Operations Group. The Operations Role Descriptors document cannot be varied during the term of the Agreement except by mutual agreement of the operator's representatives and the Company. The Operations Role Descriptors document forms part of this Agreement for the purposes of the Dispute Resolution clause.

During the term of this Agreement, the Company and relevant Operations employee representatives will develop role descriptors for the Chemical Team classifications.

## **36 MAINTENANCE GROUP**

It is important that arrangements for the maintenance teams are based on principles which are clear and applied consistently across all maintenance teams.

'Maintenance Guidelines and Principles' dated August 2013 includes Transitional arrangements following lodgement of the previous Agreement and Guidelines on how Employees would progress, on an ongoing basis, through the new career classification structure.

The current Career Path and Competency Matrices for the career classifications are confirmed for the purposes of the application of this Agreement.

The 'Maintenance Guidelines and Principles' document and the matrices will be maintained by the Yallourn-based People & Culture Group, with a copy placed on the Company's intranet site at FINGERTIPS → People& Culture → Agreements

This document will not be displaced unilaterally but may need to be reviewed over the term of this Agreement and therefore is not incorporated as a term of this Agreement. However, the method of conducting any such review is regulated by this Agreement. It will be conducted in a consultative manner and any amendments to the 'Maintenance Guidelines and Principles' dated August 2013 will come into effect only by agreement between Management and affected Employees and their union/s and/or nominated representatives.

Despite the 'Maintenance Guidelines and Principles' dated August 2013 not being incorporated as a term of this Agreement, any dispute over its interpretation or application will be dealt with under the DRP of this Agreement and resolved, if necessary by consent arbitration.

## APPENDIX 1 – SALARY STRUCTURE, RATES AND ALLOWANCES: MAINTENANCE

### Maintenance Salary Structure (Base Rate of Pay \$ per week)

\* Includes 'buy out' of previous above-SGC super contribution

Classification	% of AM2 rate	Indicative Function	Current	First full pay period on or after 1 February 2023*	First full pay period on or after 1 February 2024	First full pay period on or after 1 February 2025
AM5	144	Degree or graduate diploma. Highly developed skill in technical or specialist in a technical field	3004.77	3,187.46	3,314.96	3,447.56
AM4.5	137	Associate Diploma Technical. Advanced Planner Supervisor including additional qualifications on project management	2870.24	3,044.75	3,166.54	3,293.20
AM4	131	Team Planner, Team Supervisor - acting, Technical Officer	2734.55	2,900.81	3,016.84	3,137.52
AM3.5	123	Experienced Advanced Tradesperson	2564.08	2,719.98	2,828.78	2,941.93
AM3.3	115	Dual/Advanced Tradesperson: Dual trade Elec/Inst.	2393.61	2,539.14	2,640.71	2,746.34
AM3.1	110	Experienced Multi-task Tradesperson: Pressure Welder (CMV/Flux core wire)	2293.88	2,433.35	2,530.68	2,631.91
AM3	105	Multi-task Tradesperson: Electrician, Pressure Welder (Tubes), Instrument Trade	2190.66	2,323.85	2,416.81	2,513.48
AM2	100	Base Tradesperson: Boilermaker, Fitter	2085.12	2,211.90	2,300.37	2,392.39
AM1.5	98	Advanced and Intermediate rigger/scaffolder, Crane Driver, Qualified NDT Inspector	2043.38	2,167.62	2,254.32	2,344.50
AM1	95	Utility, Peggie, Basic Rigger/scaffolder	1980.76	2,101.19	2,185.24	2,272.65



## APPENDIX 1 – SALARY STRUCTURE, RATES AND ALLOWANCES: SHIFT ELECTRICIANS

### Shift Electrician Salary Structure (Base Rate of Pay \$ per week)

Classification	Indicative Function	Current	First full pay period on or after 1 February 2023	First full pay period on or after 1 February 2024	First full pay period on or after 1 February 2025
PM3.4	Shift electrician (Dual Trade)	2449.27	2,849.76*	2,963.88	3,082.32
PM3.2	Shift electrician	2347.22	2,731.68*	2,840.76	2,954.52

\* Includes 'buy out' of shift work public holiday penalties which applied under previous 2020 Agreement, plus Moe Cup 'buy out', plus previous above-SGC super contribution 'buy out'

## APPENDIX 1 – SALARY STRUCTURE, RATES AND ALLOWANCES: CHEMICAL TEAM OPERATORS (\$ PER HOUR)

Classification	Current		First full pay period on or after 1 February 2023		First full pay period on or after commencement of Agreement (new roster & weekend penalty)		First full pay period on or after 1 February 2024		First full pay period on or after 1 February 2025	
	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**
Chemical Operator 3	76.20	90.04	80.94*	95.63	80.94	97.09***	91.47	109.31****	95.13	113.68
Chemical Operator 2 [New level]	70.04	83.52	74.39*	88.27	74.39	89.61***	84.10	100.89****	87.47	104.93
Chemical Operator 1	63.96	76.27	67.94*	81.01	67.94	82.23***	76.85	92.60****	79.92	96.30

\* Includes 'buy out' of Moe Cup entitlement, plus previous above-SGC super contribution

\*\* Normal Rate of Pay above does not include Availability Allowance which may be payable in addition in accordance with clause 9.11

\*\*\* Includes adjustment of weekend penalty from 12.5% to 14.3% due to the new 1x7 roster

\*\*\*\* Includes 'buy out' of public holiday shift work penalties which applied under the 2020 Agreement

## APPENDIX 1 – SALARY STRUCTURE, RATES AND ALLOWANCES: OPERATIONS (\$ PER HOUR)

Classification	Current		First full pay period on or after 1 February 2023		First full pay period on or after 1 February 2024		First full pay period on or after 1 February 2025	
	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**	Base Rate of Pay	Normal Rate of Pay**
OTL HDA	106.67	138.41	124.36*	160.38	129.33	166.79	134.50	173.47
PC3 (UC3GC)	100.50	130.95	117.22*	151.74	121.91	157.81	126.78	164.13
Unit Controller 3	94.27	123.42	110.01*	143.02	114.41	148.74	118.98	154.69
Unit Controller 2	91.37	119.90	106.65*	138.96	110.92	144.52	115.35	150.30
Unit Controller 1	89.72	117.91	104.74*	136.64	108.93	142.11	113.29	147.79
Assistant Unit Controller 2	86.08	113.51	100.52*	131.54	104.54	136.80	108.73	142.28
Assistant Unit Controller 1	82.15	108.75	95.98*	126.04	99.82	131.08	103.81	136.33
Unit Attendant 2	74.78	99.84	87.45*	115.72	90.95	120.35	94.58	125.17
Unit Attendant 1	71.64	96.04	83.82*	111.33	87.17	115.78	90.66	120.41
Power Worker	58.79	80.49	68.94*	93.32	71.69	97.06	74.56	100.94

\* Includes 'buy out' of shift work public holiday penalties which applied under previous 2020 Agreement, plus Moe Cup 'buy out', plus previous above-SGC super contribution 'buy out'

\*\*Normal Rate of Pay above does not include Availability Allowance which may be payable in addition in accordance with clause 9.11

## APPENDIX 1 – SALARY STRUCTURE, RATES AND ALLOWANCES: ALLOWANCES

Allowance	EBA clause	When payable	Current (\$)	1 February 2023 (\$)	1 February 2024 (\$)	1 February 2025 (\$)
Yallourn allowance	9.12	Per week	155.39	164.84	171.43	178.29
Availability allowance (1 in 5)*	9.11	Per week	892.96	947.25	985.14	1,024.55
Availability allowance (1 in 4)**	9.11	Per week	1018.21	1,080.12	1,123.32	1,168.25
Shift allowance	11.3	Per week	180.91	191.91	199.59	207.57
Meal allowance	9.10	Per occasion	22.03	23.37	24.30	25.28
Travel allowance	13.11	Per occasion	39.60	42.01	43.69	45.44
Outage allowance (Power Station + Mine)	9.13	Per hour	2.83	3.00	3.12	3.25

\* If the 1 in 5 availability roster is shared by *more* than 5 employees, it will be split by the actual number of employees on the roster

\*\* If the 1 in 4 availability roster is shared by *less* than 4 employees (other than where covering short-term leave via roster swaps), it will be split by the actual number of employees on the roster.

## APPENDIX 2 – SEVERANCE PAYMENT

For the purposes of calculating severance, the Normal Rate of Pay definition in clause 2 (Definitions) shall apply.

<b>YEARS OF SERVICE</b>	<b>REDUNDANCY PAY (IN WEEKS) INCLUDING ADDITIONAL WEEKS' PAY IN LIEU OF NOTICE</b>
Less than 3 years	12
3	30
4	34
5	38
6	42
7	46
8	50
9	54
10	58
11	64
12	70
13	76
14	82
15	83
16	84
17	85
18	86
19	88
20	90
21	92
22	94
23	96
24	98
25	100
26	102
27	104
28	106
29	108
30	110
31	112
32	114
33	116
34	118
35	120
36	122
37	124
38	126
39	128
40	130

## SIGNATORIES

For and on behalf of EnergyAustralia Yallourn Pty Ltd (the Company)

Name MICHAEL HUTCHINSON

Witnessed by EVAN HENLEY

Position EXECUTIVE OPERATIONS & PROTECTS

Witness signature [Signature]

Address 2 MQ, 697 COLLINS ST DOCKLANDS VIC.

Witness address 2 MQ, 697 COLLINS ST, DOCKLANDS VIC

Signature [Signature]

Date 27 JULY 2023

For and on behalf of the Construction, Forestry, Maritime, Mining and Energy Union, (the CFMMEU) Mining & Energy Division Victorian District (MEU)

Name MARK RICHARDS

Witnessed by Ashlee stratford

Position DISTRICT SECRETARY

Witness signature [Signature]

Address PO Box 918 MORWELL 3840

Witness address PO Box 918 morwell 3840

Signature [Signature]

Date 1/8/23

For and on behalf of the Construction, Forestry, Mining and Energy Union, (the CFMMEU) C&G Division

Name .....

Witnessed by .....

Position .....

Witness signature .....

Address .....

Witness address .....

Signature .....

Date .....

## SIGNATORIES

For and on behalf of EnergyAustralia Yallourn Pty Ltd (the Company)

Name MICHAEL HUTCHINSON

Witnessed by EVAN HENLEY

Position EXECUTIVE OPERATIONS & PROJECTS

Witness signature [Signature]

Address 2 MQ, 697 COLLINS ST DOCKLANDS VIC.

Witness address 2 MQ, 697 COLLINS ST, DOCKLANDS VIC

Signature [Signature]

Date 27 JULY 2023

For and on behalf of the Construction, Forestry, Maritime, Mining and Energy Union, (the CFMMEU) Mining & Energy Division Victorian District (MEU)

Name .....

Witnessed by .....

Position .....

Witness signature .....

Address .....

Witness address .....

Signature .....

Date .....

For and on behalf of the Construction, Forestry, Mining and Energy Union, (the CFMMEU) C&G Division

Name ROBERT GRAAUWMANS

Witnessed by Tamara Cavallaro

Position PRESIDENT - VIC/TAS BRANCH

Witness signature [Signature]

Address 540 ELIZABETH STREET, MELBOURNE VIC 3000

Witness address 540 ELIZABETH STREET, MELBOURNE VIC 3000

Signature [Signature]

Date 31 JULY 2023

**ENERGYAUSTRALIA YALLOURN ENTERPRISE AGREEMENT 2023**

**For and on behalf of Australian Municipal, Administrative, Clerical and Services Union (the ASU)**

Name ..... Witnessed by .....

Position ..... Witness signature .....

Address ..... Witness address .....

Signature .....

Date .....

**For and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia (the CEPU)**

Name Troy Gray ..... Witnessed by Chelsea Hill .....

Position State Secretary, ETU Victoria ..... Witness signature  .....

Address L1, 200 Arden Street, Nth Melb 3051 ..... Witness address L1, 200 Arden Street, Nth Melb 3051 .....

Signature  .....

Date 26 July 2023 .....

**ENERGYAUSTRALIA YALLOURN ENTERPRISE AGREEMENT 2023**

**For and on behalf of Australian Municipal, Administrative, Clerical and Services Union (the ASU)**

Name Tash Wark .....

Witnessed by Gleise Cipriano .....

Position Deputy Branch Secretary .....

Witness signature *Gleise Cipriano* .....

Address 116 Queensberry Street, Carlton South Vic 3053 .....

Witness address 116 Queensberry Street, Carlton South Vic 3053 .....

Signature  .....

.....

Date 28 July 2023 .....

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**For and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia (the CEPU)**

Name .....

Witnessed by .....

Position .....

Witness signature .....

Address .....

Witness address .....

Signature .....

.....

Date .....



**ENERGYAUSTRALIA YALLOURN ENTERPRISE AGREEMENT 2023**

**For and on behalf of Australian Manufacturing Workers Union (AMWU)**

Name LUCIANO MALGERI Witnessed by Raylene Skinner  
Assistant State  
Position Secretary Witness signature [Signature]  
Address 251 Queensberry St Witness address 251 Queensberry St  
Carlton South Signature [Signature] Carlton South  
Date 27-7-2023

**For and on behalf of Australian Workers Union (AWU)**

Name \_\_\_\_\_ Witnessed by \_\_\_\_\_  
Position \_\_\_\_\_ Witness signature \_\_\_\_\_  
Address \_\_\_\_\_ Witness address \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

**ENERGYAUSTRALIA YALLOURN ENTERPRISE AGREEMENT 2023**

**For and on behalf of Australian Manufacturing Workers Union (AMWU)**

Name ..... Witnessed by .....

Position ..... Witness signature .....

Address ..... Witness address .....

Signature .....

Date .....

**For and on behalf of Australian Workers Union (AWU)**

Name Ronnie Hayden ..... Witnessed by Elizabeth Hill .....

Position Secretary, Victorian Branch. ..... Witness signature  .....

Address 685 Spencer Street ..... Witness address 685 Spencer Street .....

West Melbourne, Victoria, 3003. ..... West Melbourne, Victoria, 3003. .....

Signature  ..... .....

Date 8 August 2023 ..... .....