



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Programmed Maintenance Services Ltd T/A Programmed Facility  
Management Pty Ltd**  
(AG2024/1792)

## **PROGRAMMED FACILITY MANAGEMENT AND MEU ENERGY AUSTRALIA ENTERPRISE BARGAINING AGREEMENT 2024**

Building services

COMMISSIONER MIRABELLA

MELBOURNE, 21 JUNE 2024

*Application for approval of the Programmed Facility Management and MEU Energy  
Australia Enterprise Bargaining Agreement 2024.*

[1] Programmed Maintenance Services Ltd T/A Programmed Facility Management Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Programmed Facility Management and MEU Energy Australia Enterprise Bargaining Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the FW Act). The Agreement is a single enterprise agreement.

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

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. Question 18 of the Form F17A provides that the notification time for the Agreement was 14 March 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the better off overall test requirements for agreement approval applications apply where the agreement was made on or after 6 June 2023. The better off overall test provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply

in relation to agreement approval applications where the agreement was made before 6 June 2023. Question 26.2 of the Form F17A provides that the Agreement was made on 15 May 2024.

[5] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[6] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the FW Act, as are relevant to this application for approval, has been met.

[7] The notice of employee representational rights (the NERR) provided to employees referenced a different agreement title to the Agreement lodged for approval. Therefore, the NERR was not in its prescribed form. Pursuant to s.188(2) of the FW Act, I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural error made in relation to the requirement in s.174(1A). I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed to within the meaning of s.188(2) of the FW Act.

[8] Pursuant to s.202(4) of the FW Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[9] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (the NES):

- Clause 9.4.8: Termination of employment
- Clause 10.1: Maximum weekly hours
- Clause 14.3: Compassionate leave
- Clause 14.4: Personal leave

[10] However, noting clause 6 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[11] The Mining and Energy Union, being a bargaining representative for the Agreement, has given notice under s.183 of the FW Act that it wants the Agreement to cover it. In accordance with s.201(2), and based on the declaration provided by the organisation, I note that the Agreement covers the organisation.

[12] The Agreement was approved on 21 June 2024 and, in accordance with s.54 of the FW Act, will operate from 28 June 2024. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1792 - Programmed Facility Management and Mining Energy Union Energy Australia Enterprise Bargaining Agreement 2024

Applicant:

Programmed Facility Management Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

#### Undertaking – Section 190

I, Rebeca Ower, General Manager – HR Operations have the authority given to me by Programmed Facility Management Pty Ltd to give the following undertakings with respect to the Programmed Facility Management and Mining Energy Union Energy Australia Enterprise Bargaining Agreement 2024 ("the Agreement"):

1. The Company undertakes that for the purposes of the Agreement and the NES a shift worker is an employee:  
(a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and  
(b) who is regularly rostered to work on Sundays and public holidays.
2. The Company undertakes that in relation to Clause 20 – Dispute Resolution an employee will be entitled to representation as required by s.186(6)(b) of the Act.
3. The Company undertakes that part-time employees can be engaged under this Agreement. Where a part-time employee is engaged they will receive, on a pro-rata basis, equivalent pay and conditions to those of full-time employees covered by the Agreement. At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. A part time employee will be engaged for no less than 4 consecutive hours on any shift. Where a part-time employee works in excess of the hours agreed they shall be paid at the overtime rates prescribed in Clause 10.4.1 – Overtime.

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

*Rebecca Ower*

Signature

4<sup>th</sup> June 2024

Date

# Programmed Facility Management and MEU Energy Australia Enterprise Bargaining Agreement 2024

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

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

## 1 TITLE

This Agreement shall be known as the Programmed Facility Management and MEU Energy Australia Enterprise Bargaining Agreement 2024.

## 2 ARRANGEMENT

The Agreement is arranged as follows:

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### 3 APPLICATION

This Agreement shall apply to all persons employed by Programmed Facility Management (ACN 001 382 010) at the Energy Australia Yallourn site who are members of, or who are eligible to be members of, the Mining and Energy Union.

This Agreement supersedes any previous industrial agreements which applied to the work covered by this Agreement.

## 4 PARTIES BOUND

This agreement shall apply to and be binding upon:

- Programmed Facility Management (ACN 001 382 010) (the Company), a wholly owned subsidiary of Programmed Maintenance Services (ACN 054 742 264);
- Emergency Service Officers employed in classifications contained in this Agreement working at the Energy Australia Yallourn site (the Employee); and
- The Mining and Energy Union (MEU).

## 5 DATE AND PERIOD OF OPERATION

This Agreement shall operate seven days after approval by Fair Work Commission ('FWC') with a nominal expiry date of the 30<sup>th</sup> June 2025.

This Agreement will continue to be applied by the Parties after its nominal expiry date until such time as it is terminated or replaced by a new Agreement.

The parties agree to commence negotiations of a new agreement from the 1<sup>st</sup> of January 2025.

## 6 RELATIONSHIP TO AWARDS AND OTHER AGREEMENTS

This Agreement, together with the National Employment Standards, regulates all terms and conditions of employment of the employees covered by the agreement and excludes and displaces the operation of all modern awards, previous or other agreements.

## 7 DISPLAY OF AGREEMENT

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

## 8 DEFINITIONS

- 8.1 **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time;
- 8.2 **Agreement** means the Programmed Facility Management and MEU Energy Australia Enterprise Bargaining Agreement 2024;
- 8.3 **CFA** means Country Fire Authority;
- 8.4 **Company** means Programmed Facility Management (ACN 001 382 010);
- 8.5 **FWC** means Fair Work Commission;
- 8.6 **Parties** means the Company, the Employees and the Union;
- 8.7 **Union** means the Mining and Energy Union (MEU); and
- 8.8 **ESO** means Emergency Services Officer.
- 8.9 **Shift worker** means an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and who is regularly rostered to work on Sundays and public holidays.



## 9 CONTRACT OF EMPLOYMENT

### Types of Employees

#### 9.1 Permanent Employees

Except as provided in this clause, an employee shall be deemed to be employed by the week. Unless otherwise agreed, this agreement covers only *Shift and Casual workers*.

The Company shall be entitled to engage new employees on a qualifying period of up to six months, provided that such employees are given written advice at the time of employment of such qualifying period.

The Company may direct the employee to carry out such duties as are within the limits of the employee's skill, competence, classification and training and the employee shall perform such work as may be reasonably required by the Company from time to time.

Any direction issued by the Company shall be consistent with the Company's legal responsibilities to provide a safe and healthy working environment.

#### 9.2 Fixed Term

The company may appoint Emergency Service Officers - Provisional on a fixed term agreement for a period not exceeding 2 years.

Subject to available vacancies and the possession of appropriate qualifications and skills, these employees may be offered employment on either a casual contract or a permanent basis prior to or at the completion of the fixed term agreement or the fixed term agreement will be terminated by the Company.

#### 9.3 Casual Employees

A casual employee is an employee employed on an occasional basis and whose work pattern may or may not be regular and systematic. When a person is engaged for casual employment the employee shall be informed in writing that the employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay. Casual employees shall be paid the 25% loading applicable to their classification.

A casual employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, personal leave, carers leave, parental leave, jury service, notice of termination (other than in accordance with the *Fair Work Act 2009*)

On each occasion a casual employee is required to attend work on a Public Holiday the employee shall be entitled to the applicable rate of pay at double time.

On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours' work.

A casual employee working ordinary hours shall be paid one-hundred and twenty-five percent of the hourly rate of the classification for which they are engaged in as prescribed in clause 11 of this Agreement.

Casual employees shall be paid double time at the appropriate classification for all hours worked in excess of 84 hours within a fourteen (14) day period. For calculation purposes, the beginning and end of the fortnightly pay period.

Whereby a casual employee works a 12-hour shift and is required to stay back to meet operational requirements, they shall be entitled to receive overtime pay until they are relieved.

A casual employee who has been engaged on a regular and systematic basis for a sequence of periods of employment during a 6-month period will thereafter have the right to elect to have their contract of employment converted to full time employment if the employment is to continue beyond that point in time. This provision shall not apply to a casual employee who has been engaged by the employer to perform work on an occasional basis and whose work pattern is not regular and systematic.

The Company must provide the employee notice in writing of the provisions of this clause within 4 weeks of the employee having attained such period of 6 months. The employee retains the right of election under this agreement even if the Company fails to write to the employee.

The Company will make every effort to ensure that the amount of shifts worked by casuals is shared equally amongst the pool of casual employees.

#### **9.4 Termination**

**9.4.1** In order to terminate the employment of an employee, other than casual employees, each party shall provide notice in accordance with the following:

##### **9.4.1.1 Employee Initiated**

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

##### **9.4.1.2 Company Initiated**

Where employment is terminated by the Company, the employee (other than a casual) shall be given a period of notice, or equivalent payment (at the ordinary rate of pay), in lieu of all or part of the notice period, based on the length of the employee's continuous service as follows:

<b><u>Period of Continuous Service</u></b>	<b><u>Notice Period</u></b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age and have completed at least two (2) years of continuous service will be granted an additional week's notice to that shown in the table above.

**9.4.2** Upon termination of employment all monies due to an employee shall be paid to the employee no later than the next payroll date following termination.

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

- 9.4.4** Nothing in this clause shall affect the right of the Company to dismiss an employee without notice for serious misconduct.
- 9.4.5** Payment in lieu of notice shall be made if the appropriate notice period is not given.
- 9.4.6** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated, shall be used.
- 9.4.7** The period of notice in this clause shall not apply in the case of termination of casual employees, or an employee whose employment is terminated for serious misconduct.
- 9.4.8** If an employee fails to give the required notice, the Company will withhold any monies due to the employee on termination an amount not exceeding the amount the employee would have been paid in respect of the period of notice required by this clause less any period of notice actually given by the employee.

## **9.5 Redundancy**

### **9.5.1 Obligation to Consult**

Where the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and that decision may lead to redundancy of employment, the management shall hold discussions with the directly affected employee and if requested, their nominated representative.

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **9.5.2 Redundancy Pay**

Any redundancy offered by the Company shall include:

- Notification to the nominated fund, and
- pay out of all unused recreation leave and long service leave, including pro rata if applicable, and

If an Employee is terminated for redundancy, the Company will make the following severance payments in addition to giving the required period of notice in accordance with clause 9.4.1

<b>Period of continuous service</b>	<b>Severance pay(weeks' pay)</b>
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4years	7
More than 4 years but not more than 5years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11

More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
10 years and over	20
	One (1) Week = 42 Hours

Employees will be eligible for an additional weeks pay for each completed year of service accruing from either:

- for those with 10 or more years of service – as of 1 June 2010, or
- for all other employees - 12 months after attaining 10 years' service.

**9.5.3** For the purpose of redundancy payments, payments will be made at the employee's ordinary salary. For the purpose of this clause 'ordinary salary' shall be in accordance with the employees classification, pay stream and level and include allowances payable in accordance with this Agreement. The Company is not obliged to make payment under clause 9.5.2 of this Agreement or any other redundancy benefit set out in any other instrument if an employee is offered and accepts suitable alternative employment by:

**9.5.3.1** The Company or within the Programmed Group; or

**9.4.3.2** Another Company (where such offer is made substantially as a result of the efforts of the Company), prior to the termination of his or her employment with the Company.

**9.5.4** If, after receiving notice under clause 9.4.1, an employee obtains employment with another Company (whether or not that employment is suitable alternative employment), then at the request of the employee the Company shall:

**9.5.4.1** not require the employee to work out the remainder of the notice given under clause 9.4; and

**9.5.4.2** terminate the employment on an earlier date than that given in the notice under clause 9.4 to allow the employee to take up the new employment; and

**9.5.4.3** pay the employee a redundancy benefit under clause 9.5.2.

For the avoidance of doubt, the Company is not obliged to pay the employee the balance of the notice period under clause 9.4.1 if a request under this sub-clause is made.

## **9.6 Payment of Earnings**

All monies under this Agreement shall be paid fortnightly by electronic transfer of funds (EFT) into an account nominated by the employee, less authorised deductions with a bank or other financial institution for which the Company has an electronic funds transfer arrangement.

On or prior to the pay day, the Employer shall state to each employee in writing (Pay slip), the total amount of wages and other payments to which the employee is entitled, the amount of overtime included, details of any deductions made and net amount being paid to each employee including Superannuation

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

## **9.7 Time of payment**

Salaries will be paid by EFT into a nominated account within 48 hours of the completion of each fortnightly pay period.

## **9.8 Higher Duties**

An Employee who carries out the duties of a higher classification shall be paid at the rate for the higher position as contained in clause 11.1 for the period of that coverage.

## **9.9 Payroll Deduction**

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

**9.9.1.1** Payment of union dues and subscriptions;

**9.9.1.2** Salary sacrifice payments.

An employee shall not be entitled to more than five separate deductions from his or her pay.

## **9.10 Salary Packaging**

The Company shall facilitate limited salary packaging for employees on the basis that employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. Nett salary will be adjusted to reflect any upwards or downwards changes to fringe benefits tax or any new taxes associated with packaging.

Subject to taxation and other legislation and the Australian Taxation Office (ATO) guidelines, the non-cash component of an employee's gross salary may constitute any or all of the following:

- Superannuation; and
- Novated leasing of motor vehicles.

# **10 HOURS OF WORK**

## **10.1 Normal Work Hours**

Rostered hours of work for shift work will average forty two (42) hours per week based on a rotating 12-hour 4-panel shift roster.

### **10.1.1 Meal Breaks**

Twelve (12) hour shift workers shall be entitled to two twenty minute paid meal breaks and two ten minute paid rest breaks.

The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to meet a requirement for continuity of operations or to meet special work conditions. Meal breaks shall be taken at the work location provided that suitable amenities are available.

An employee shall work no longer than 5 hours before being entitled to a meal break.

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

## 10.2 Shift Roster

This roster runs a 28-Day cycle as follows:

**Mon -Tues** Day Shift **Wed - Thur** Night Shift followed by 5 days off

**Wed - Thur** Day Shift. **Fri - Sat - Sun** Night Shift followed by 4 Days off

**Fri - Sat - Sun** Day Shift **Mon - Tue** Night Shift Followed by 5 Days off.

Any proposed temporary changes to the roster contained in clause 10.2 herein shall be subject to consultation between the parties prior to implementation and employees shall be given at least forty eight (48) hours' notice before any proposed roster changes are implemented. For the purpose of this clause 'temporary' means no more than one round of shifts unless otherwise agreed between the affected parties.

Any proposed permanent roster changes shall be agreed between the parties prior to implementation and employees shall be given at least four (4) weeks' notice before any proposed roster changes are implemented.

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

Night shifts shall commence at 18:00 and day shifts shall commence at 06:00 on the day.

## 10.3 Shift Make Up

The minimum make up of a shift crew will consist of the following to ensure the desired skill set is covered:

- 1x Team Leader or acting Team Leader,
- 1x Grade 3 ESO or acting Grade 3 ESO
- 1x Grade 2 ESO

## 10.4 Shift Changes for All Shift Personnel

**10.3.1** An employee may change to another shift in order to meet personal, client or operational requirements provided mutual agreement with other affected employees has been gained, operational needs have been met and the shift change is approved by the Company.

Shift personnel may be altered to ensure the balance of skills, experience and leadership is maintained within each shift. Such alterations shall be minimised and only occur after proper consultation with affected employee/s, taking each person's individual circumstances into account and allowing for a minimum of four (4) weeks' notice before change occurs.

### **10.3.2 Mutual Shift Change**

In order to reduce domestic and family pressure on individuals due to the requirements of permanent shift work, staff will be permitted to swap or exchange shifts on a mutual basis with the approval of the Company.

## **10.5 Overtime, Callouts and On Call**

### **10.4.1 Overtime**

All time worked in excess of the normal rostered hours shall be paid for at the rate of double time (except where the Company and the Employee agree that time off in lieu will be taken) and shall be calculated to the nearest quarter of an hour, except where such overtime is worked on a public holiday whereupon it shall be remunerated at the rate of double-time and a half. All meal and crib breaks shall be paid.

A meal allowance (s) shall be payable if criteria are met as set out in clause 12.1 of this agreement.

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Company shall provide conveyance to the employee's home.

### **10.4.2 Time off in lieu of overtime**

Where overtime is worked and payment is due in the terms of this agreement, an employee is entitled to receive remuneration in any of the following forms:

- All overtime worked may be banked and taken as time in lieu i.e. 2 x times hours worked as time in lieu,
- All pay i.e. 2 x times normal time rate of pay, or
- Fifty (50%) per cent pay and fifty (50%) time in lieu

If an employee elects to take time off in lieu of payment, such time in lieu can only be taken in twelve (12) hour blocks.

A maximum of 10 such days off (120 hours) shall be granted and taken in a rolling 12 months. The taking of time is subject to operational requirements.

The Company will record approved time off in lieu for each employee on the employee payroll system and reflected in the self-service portal (MYHUB) or equivalent

### **10.4.3 Reasonable Overtime**

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:

- any risk to employee health and safety, especially fatigue; and
- the employee's personal circumstances including any family responsibilities.

### **10.4.4 Rest Period**

An Employee shall be entitled to ten consecutive hours off duty between each work day, shift or period of work without loss of pay for normal working time occurring during such absence.

If an Employee is instructed by the Company to resume work without having had ten consecutive hours off duty, the Employee shall be paid at double time until released from duty.

No greater than four hours overtime in addition to a normal 12 hour rostered shift shall be required of any twelve hour shift worker. Every effort shall be made to confine such overtime to two hours in order for a 10 hour rest to be observed.

#### **10.4.5 Call Outs**

All employees will be requested occasionally to come into work after hours to meet work requirements or emergencies. The following conditions will apply:

**10.4.5.1** Call out response will be as soon as practicable from receiving a call to the time of reporting to the nominated officer on site.

**10.4.5.2** Minimum remuneration for all call outs will be four (4) hours paid at double time for all employees from the time the call is received.

**10.4.5.3** An employee who responds to site with another agency (CFA, SES etc.) will be an employee or volunteer of that agency for the duration of the call.

#### **10.4.6 Employee Remaining On-duty**

Where an employee, prior to, or on the completion of his/her rostered shift, is notified that he/she is required to remain on duty after the completion of his/her rostered shift, to complete an allocated task or to carry out duties associated with an incident that is in progress at the end of a shift; the retained employee shall be paid at the rate of double time for a minimum of four [4] hours work, provided that such retained employee is retained for at least one (1) hour.

A detained employee who works or is deemed to have worked for two [2] hours after the completion of his/her rostered shift, shall receive the prescribed meal allowance.

In addition, an employee retained on the completion of his/her shift, shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence off duty.

An employee retained shall be allowed a paid rest period of twenty (20) minutes after each four (4) hours overtime worked if the employee continues to work after such rest period.

#### **10.4.7 On Call**

An employee requested by the employer to be available for duty outside of the employee's ordinary working hours will be on call. An employee on call must be able to be contacted and immediately respond to a request to attend work.

Where an employee is on call, the employee will be paid an on call allowance at the employee's ordinary time rate for the time they are standing by. A minimum period of standby will be 4 (four) hours and the maximum will be 12 hours.

Standby period will be consistent with existing roster work times.



If the employee is called to work they will be paid in accordance with the overtime provisions in clause 10.4.1 in addition to the standby allowance.

## 11 CLASSIFICATION AND RATES OF PAY

### 11.1 Rates of pay

The employee shall be paid a salary in accordance with the following table which represents payment for working the shift roster outlined in clause 10 – 'Hours of Work'.

Following the approval of the agreement the following rates of pay shall apply.

An increase of 4.0% will be back paid to the base rate from the 1st July 2023

A further increase of 4.0% will apply to the base rate on the 1st July 2024

		Team Leader	ESO Grade 4	ESO Grade 3	ESO Grade 2	ESO Provisional
Currently	Yearly	\$ 125,830.6005	\$ 120,308.1405	\$ 114,680.9254	\$ 107,058.3914	\$ 100,941.6371
	Fortnightly Salary	\$ 4,839.6385	\$ 4,627.2362	\$ 4,410.8048	\$ 4,117.6304	\$ 3,882.3707
	Hourly Rate	\$ 57.6147	\$ 55.0861	\$ 52.5095	\$ 49.0194	\$ 46.2187
1.07.2023	Yearly	\$ 130,863.8245	\$ 125,120.4661	\$ 119,268.1625	\$ 111,340.7271	\$ 104,979.3026
	Fortnightly Salary	\$ 5,033.2240	\$ 4,812.3256	\$ 4,587.2370	\$ 4,282.3357	\$ 4,037.6655
	Hourly Rate	\$ 59.9193	\$ 57.2896	\$ 54.6099	\$ 50.9802	\$ 48.0674
1.07.2024	Yearly	\$ 136,098.3775	\$ 130,125.2847	\$ 124,038.8890	\$ 115,794.3562	\$ 109,178.4747
	Fortnightly Salary	\$ 5,234.5530	\$ 5,004.8186	\$ 4,770.7265	\$ 4,453.6291	\$ 4,199.1721
	Hourly Rate	\$ 62.3161	\$ 59.5812	\$ 56.7943	\$ 53.0194	\$ 49.9901

ESO engaged as casual will be paid the below corresponding hourly rate which is inclusive of the 25% loading.

		Team Leader	ESO Grade 4	ESO Grade 3	ESO Grade 2
Currently	Casual Hourly Rate	\$ 72.0184	\$ 68.8577	\$ 65.6369	\$ 61.2743
1.07.2023	Casual Hourly Rate	\$ 74.8992	\$ 71.6120	\$ 68.2624	\$ 63.7252
1.07.2024	Casual Hourly Rate	\$ 77.8951	\$ 74.4765	\$ 70.9929	\$ 66.2742

### 11.2 Sign on Bonus

Upon successfully voting the Programmed Facility Management and MEU Energy Australia Bargaining Agreement 2024 in the positive existing employees employed by Programmed and covered by this Agreement shall be paid by EFT transfer the sum of \$7500, taxed as applicable. This sign-on bonus serves to acknowledge and reward the dedication of our employees.

### 11.3 Classifications

It is intended that the classification structure be utilised as an opportunity for employees to enhance their skills and career opportunities.

Each employee will be assigned to a classification according to the following:

- Fitness as determined by the Benchmark Assessment (refer Appendix 1 & 2); a
- Maintenance of qualifications, accreditation or licences applicable to the classification as specified below in this clause; and
- Gaining additional qualifications and skills as specified in the table below.

If an employee's performance in discharging their typical duties becomes an issue, their manager will raise the issue with the employee concerned in a constructive and considerate manner. Such issues will be clearly communicated directly with the employee and address all aspects of the issue and any required actions. These matters will be dealt with under the Company's Performance Management policy and procedures.

Where the above efforts fail to address the issue, disciplinary action will be considered.

Title	Minimum Qualifications	Typical Duties
Team Leader	<ul style="list-style-type: none"> <li>▪ Completion of at least four years' service as an ESO or other similar position at EnergyAustralia Yallourn or in another similar position at another Power Station/Mine or Fire Service;</li> <li>▪ Has the Qualifications, Competencies and Skills of an ESO Grade 3;</li> <li>▪ Cert IV Training and Assessment</li> <li>▪ Level of physical capability as determined by Appendix 1 &amp; 2 of this agreement.</li> </ul>	<p>As per the Position Description for Team Leader</p> <p>Refer to Appendix 5</p>
ESO Officer 3	<ul style="list-style-type: none"> <li>▪ All qualifications, competencies and skills of an ESO Grade 2;</li> <li>▪ Introduction to AIMS;</li> <li>▪ Certificate III Public Safety (Fire Fighting Operations);</li> <li>▪ Audiometric;</li> <li>▪ Hazmat;</li> <li>▪ Vehicle stabilisation;</li> <li>▪ Level of physical capability as determined by Appendix 1 &amp; 2 of this agreement.</li> </ul>	<p>As per the Position Description for Emergency Services Officer Grade 2 to 4</p> <p>Refer to Appendix 4</p>
ESO Grade 2	<ul style="list-style-type: none"> <li>▪ All qualifications, competencies and skills of an ESO Provisional ESO;</li> <li>▪ Induction (Site familiarisation, SOP's, Company Policies and Procedures);</li> <li>▪ Certificate II Public Safety (Fire Fighting Operations);</li> <li>▪ Rope Rescue;</li> <li>▪ Level 3 First Aid;</li> <li>▪ Audiometric;</li> <li>▪ Automatic external defibrillation;</li> <li>▪ Pain management within the workplace;</li> <li>▪ Emergency asthma management;</li> <li>▪ Off road driving (RTL and external provided course).</li> <li>▪ Level of physical capability as determined by Appendix 1 &amp; 2 of this agreement.</li> </ul>	<p>As per the Position Description for Emergency Services Officer Grade 2, 3 &amp; 4</p> <p>Refer to Appendix 4</p>

Provisional	<ul style="list-style-type: none"> <li>▪ CFA Minimum Skills or equivalent as determined by the Company;</li> <li>▪ Confined Space Rescue;</li> <li>▪ Medium Rigid Drivers Licence;</li> <li>▪ Breathing Apparatus;</li> <li>▪ Provide First Aid or equivalent;</li> <li>▪ Level of physical capability as determined by Appendix 1 &amp; 2 of this agreement.</li> </ul>	<p>As per the Position Description for Emergency Services Provisional</p> <p>Refer Appendix 3</p>
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**\*\*Employees currently engaged as an ESO 4 will have pay and entitlements preserved (grandfathered) whilst the employee occupies the classification of ESO 4. The classification remains in line with Appendix 4.**

## 11.4 Full time Shift Relief Position

A Full-time Permanent shift reliever position provides coverage on shifts where a position requires coverage for a single shift or a shift pattern.

An employee who fulfils the role of a permanent shift reliever will be entitled to the same terms and conditions as prescribed in this agreement.

A full-time shift reliever shall work 14 shifts in a 28 day cycle (for calculation purposes the beginning and end of two fortnightly pay periods)

A full-time shift reliever shall not work more than six consecutive shifts.

A full-time shift reliever shall be paid overtime in accordance with clause 10.4.1- Overtime, when working more than 168 hours in a 28 day cycle.

Where possible a full-time shift reliever will receive a minimum of 14 days' notice of any upcoming shifts.

In the event that a permanent fulltime shift position vacancy other than Team Leader occurs the full-time shift reliever will receive the first offer of a permanent crew position providing that the employee is suitably qualified.

The employee appointed to the permanent shift position is to have ESO Grade 3 competency or be trained to that competency.

The above conditions may be varied to suit needs only after mutual agreement is reached

## 12 ALLOWANCES

### 12.1 Meal allowance

If an employee is required to work for not less than two hours in addition to normal rostered hours or rostered shift they shall receive a meal allowance. A further meal allowance shall be paid for each additional four hours.

A maximum of two meal allowances will be paid for a twelve-hour overtime shift. This allowance is not payable during ordinary time.

If the employer provides a suitable meal to the employee, the meal allowance is not payable to the employee.

## 12.2 Trainer's allowance

An allowance will be paid to an employee who has been determined by the Company to conduct Company and/or client required training courses. Those employees previously classified at Level 4 who facilitate First Aid Training will not be paid such allowance.

This is to include adequate set up time and clean up time at the end.

## 12.3 Certified Trainers Allowance

A certified trainer's allowance will be paid to an employee who facilitates certified Nationally Accredited training courses on behalf of the Company or client. Those employees previously classified at ESO Officer Grade 4 who facilitate certified First Aid Training will not be paid such allowance.

Whilst employees are encouraged to obtain a nationally recognised training qualification it is not a condition of employment with the exception of a Team Leader role.

## 12.4 Allowance Table

	Meal Allowance	Trainers Allowance	Certified Trainers Allowance
<b>Current</b>	\$ 24.32	\$ 26.08	\$ 52.70
<b>01/07/2023</b>	\$25.29	\$27.12	\$54.81
<b>01/07/2024</b>	\$26.30	\$28.21	\$57.00

Meal, Training and Certified Trainers Allowances shall be increased in line with the salary increments corresponding with the agreed salary increase date.

## 13 SUPERANNUATION

The Company will make a contribution on behalf of an employee (including a Casual Employee) in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation fund of the employees choice. Should an employee not exercise choice of fund then the Company will make contributions on their behalf into a Company nominated superannuation fund.

Programmed agrees to pay superannuation contributions into a complying superannuation fund nominated by the employee. Additionally, upon the first fortnightly payroll under this Agreement, the Company will pay an additional 0.5% above the statutory rate of ordinary earnings per fortnight, ensuring the financial security of our employees in their retirement years.

Should there be changes to superannuation legislation that will see an increase in the Superannuation Guarantee rate; such increase will not be in addition to the increases stated above.

The Company shall contribute Superannuation payments for all ordinary time earnings including any applicable allowances and on paid leave including annual leave, sick leave, long service leave, public holidays, jury service, compassionate leave or other paid leave as listed in Clause 14 "Leave Provisions".

Employees may "salary sacrifice" wages into C+ BUS or their nominated fund. Employees shall also have the right to vary their salary sacrifice arrangements and/or contribution rates if such contributions are in accordance with the relevant funds Trust Deed.

The employee's annualised salary shall be used for the purposes of superannuation salary. Salary sacrificing shall not reduce the salary that is used for the purposes of superannuation or other benefits or entitlements.

## **14 LEAVE PROVISIONS**

### **14.1 Annual Leave**

Shift work employees will be entitled to two hundred and forty (240) hours annual leave per year of completed service

Shift workers other than casuals are entitled to 5 weeks of paid Annual Leave for each year of service based on the ordinary hours of work. For the purposes of the Agreement this will be calculated as 20 shifts of annual leave accrued based on the ordinary hours being agreed as 12 hours.

The granting of annual leave is subject to the Company's operational requirements with the employee providing the Company with a minimum of four weeks' notice of the proposed leave commencement wherever possible.

Payment of salary during any period of annual leave shall be made to employees at the ordinary rate of pay (as per clause 11.1) and in the same manner as if the employee had continued working.

Applications for leave shall be made in the prescribed format and be approved by the Company prior to the leave being taken. Notification of approval or not, will be given within 14 days unless extenuating circumstances exist.

At least 75% of annual leave entitlements must be taken each calendar year however shift work employees may accumulate up to 360 hours of annual leave (inclusive of time-off-in-lieu of overtime) at any time, above which an amount of annual leave will be classified as excess leave

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

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

### **14.2 Long Service Leave**

All employees will be entitled to Long Service Leave, as described in the *Long Service Act 2018* and service shall commence from the first day of employment, however, employees shall be entitled to:

14.2.1 0.866 week per year of completed service prior to 1st January 2008 and

14.2.2 42 Hours per year of completed service post 1<sup>st</sup> January 2008.

Payment of pro rata Long Service Leave to employees on termination of employment will be calculated to the nearest day instead of being paid on a basis of completed years.

Employees will be entitled to take Long Service Leave after 7 (seven) years of continuous service then at five yearly intervals after that time.

Additionally, Employees leaving employment with the Company will be entitled to payment of long service after 7 years of continuous service.

Payment of salary during any period of long service leave shall be made to employees at the ordinary rate of pay (as per clause 11.1) and in the same manner as if the employee had continued working.

Personal Leave will be granted to employees absent on LSL provided that a satisfactory medical certificate from a registered health practitioner is produced.

An equivalent period of LSL shall be re-credited or, with the approval of the site manager, the employee's period of absence extended.

### **14.3 Compassionate Leave**

All permanent employees are entitled to paid compassionate leave. Casual employees are not entitled to paid compassionate leave; however, they are entitled to unpaid compassionate leave.

Employees are entitled to 3 days compassionate leave where a member of the employee's immediate family or household:

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

This may be extended at the discretion of the Company.

Payment of salary during any period of bereavement leave shall be made to employees at the ordinary rate of pay (as per clause 11.1) and in the same manner as if the employee had continued working.

### **14.4 Personal Leave**

Employees other than casuals are entitled to 12 days of paid personal leave for each year of service based on the ordinary hours of work. For the purposes of the Agreement this will be calculated as 12 days personal leave accrued based on the ordinary hours being agreed as 12 hours per shift.

Personal leave will accrue on a pro rata basis and is cumulative for full time and part time employees.

If an employee is unable to attend work due to personal illness or carer responsibilities, the employee must notify the relevant Company manager as soon as reasonably possible prior to the commencement of the employee's shift so that alternative working arrangements can be made. Upon the employee's return to work, the employee must complete a leave application form immediately.

A medical certificate or statutory declaration must be provided by the employee if the absence from work is for more than 2 consecutive shifts for reasons of illness or carer responsibility.

The Company may request a medical certificate or statutory declaration where an employee has been absent from work for more than 2 single shifts within one month.

Personal leave will not be paid out on the termination of employment.

In addition, an employee will be entitled to 2 x 12 Hours unpaid leave as a result of personal illness or carer responsibilities, at the discretion of the Manager in line with the NES provisions

Payment of salary during any period of personal leave shall be made to employees at the ordinary rate of pay (as per clause 11.1) and in the same manner as if the employee had continued working.

#### **14.5 Parental Leave**

##### **14.5.1 Maternity Leave**

Maternity leave will be granted in accordance with Appendix 6.

##### **14.5.2 Paternity Leave**

Paternity Leave will be granted in accordance with Appendix 6.

#### **14.6 Jury Service**

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

An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service provided the Company has proof of attendance and the duration of such attendance.

#### **14.7 Crown Witness Leave**

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

Payment of salary during any period of crown witness leave shall be made to employees at the ordinary rate of pay (as per clause 11.1) and in the same manner as if the employee had continued working.

#### **14.8 Study Leave**

The Company will provide study leave up to a maximum of 84 hours per year to those employees who are undertaking an approved course of study.

This leave may be accrued to enable the employee to distribute study leave across the duration of the course to meet peak study periods or to attend special tuition sessions.

The maximum amount of study leave that can be taken at any one time shall not exceed 84 hours.

Payment of salary during any period of study leave shall be made to employees at the ordinary rate of pay (as per clause 11.1) and in the same manner as if the employee had continued working.

#### **14.9 Domestic/Family Violence Leave**

Domestic Violence Leave is in line with the National Employment Standards. An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the employee's minimum wage rate prescribed in Clause 11 Classifications and rates of pay to attend proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family violence. Employees may be required to provide proof of family violence in the form of a document or certificate issued by the Police Service, a Court, a Family Violence Support Service or Lawyer, or treating Medical Practitioner to the satisfaction of the Company.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. This leave is not cumulative.

#### **14.10 Other Leave**

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

### **15 PUBLIC HOLIDAYS**

Full time employee shall be entitled to the following public holidays without loss of pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, AFL Grand Final Eve, Melbourne Cup, Christmas Day, Boxing Day.

For the purposes of penalty payments, shift workers will recognise the public holiday on the day it falls on the calendar

Where in the State of Victoria, public holidays are declared or proclaimed on days other than those set out above; those days shall constitute additional holidays for the purpose of this Agreement.

Public Holiday entitlements will be paid to shift employees whose shift commences at 0600 hrs or 1800 hrs on the Public Holidays referred to above.

Shift employees rostered to work on Public Holidays, subject to the provisions of the preceding paragraph, shall be paid at the rate of double time for the duration of their shift

### **16 EMPLOYEE PRIVACY**

Employees are entitled to continue working in a trusting, secure and safe environment. Should circumstances develop where the installation, use or utilisation of any monitoring system and/or device is considered necessary, the parties shall consult prior to any such installation or utilisation. Employee personal information shall not be released to any party without the written consent of the individual concerned or as required by law.



## **17 OCCUPATIONAL HEALTH AND SAFETY**

### **17.1 Site Safety**

**17.1.1** The Company and employee will comply with the site health, safety and environment policy

**17.1.2** The Company shall pay all costs incurred by those employees who wish to receive Hepatitis B, Tetanus and Flu vaccination

### **17.2 Smoke Free Environment**

Smoking is banned in all buildings and vehicles.

Smoking is also banned in areas of the Yallourn site with the exception of designated smoking areas.

Disregard for this requirement will be viewed in the same way as any breach of occupational health and safety requirements and standard disciplinary procedures will apply, which may include termination of employment.

## **18 PERSONAL PROTECTIVE APPAREL AND UNIFORM**

The Company will be responsible for and provide, free of charge, all necessary protective clothing that is necessary for the Occupational Health and Welfare of the employees. Initial issue of personal Protective Apparel and uniform to employees will be in accordance with the following list. Replacement of Personal Protective Apparel and uniform will be of fair wear and tear.

### **Full Time & Fixed Term ESO:**

- Safety boots
- Wildfire Protective Uniform
- Structural Fire Protective Uniform
- Rubber boots (Chemical/Fire resistant)
- High Visibility Wet/Cold weather gear
- Overalls (1 x Maintenance & 1 x Ambulance)
- Helmets for Fire Fighting, Rescue and Routine Activities in areas requiring helmets
- Safety glasses
- Hearing protection
- Gloves (Safety)
- Uniform Jacket or jumper (x2)
- Baseball cap
- Wide brimmed hat
- Tee shirts or polo shirts (x 5)
- Shirts (x 5)
- Work trouser (x 5)
- Helmet Lantern

- Comfort Shorts (x2)

**Casual ESO:**

- Safety boots
- Overalls (1 x Maintenance)
- Helmets for Fire Fighting, Rescue and Routine Activities
- Safety glasses
- Hearing protection
- Gloves (Safety)
- Baseball cap
- Wide brimmed hat
- Tee shirts (x 2)
- Shirts (x 2)
- Work trouser (x 2)
- Helmet Lantern
- Structural Fire Protective Uniform (Dry cleaned, second hand for 6 months)
- Rubber boots (Chemical/Fire resistant)
- High Visibility Wet/Cold weather gear
- Uniform Jacket or jumper
- Wildfire Protective Uniform
- Comfort Shorts (x2)

The issue of one shirt and one pair of trousers may be substituted for one pair of overalls (ambulance or maintenance).

The Company shall issue protective apparel that complies with the relevant Australian Standard.

The Company shall make available all other necessary safety apparel to employees on an as required basis.

The Company shall arrange and pay for the cleaning of protective apparel defined as wildfire protective uniform, structural protective uniform and overalls.

Personal Protective Apparel and Uniforms for Full Time and Fixed Term employees will be ordered within the first week of employment and delivered subject to availability by the supplier.

Casuals will be loaned personal protective apparel for an initial period of four weeks.

## **19 EMPLOYEE REPRESENTATIVES**

The parties recognise the role the employees' nominated on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognise that the on-site representative is a first point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of this Agreement.

Employee Representatives nominated by their workgroup shall be entitled to attend meetings, training courses, and seminars with no loss of entitlements. Attendance at training courses shall not exceed 5 days paid entitlement.

The employee representative shall be allowed all reasonable necessary time and resources to properly represent the employees who nominate them as their representative, subject to operational requirements. Employees shall not be required to meet with the Company until such time as they have the representation present (should the employee so elect). However, a delay in the availability of the chosen representative will not lead to a delay of longer than 24 hours in addressing any issue that needs to be addressed. If the representative is not available in that time an alternative representative can be sought but the proposed meeting will occur within 24 hours.

## **20 DISPUTE RESOLUTION**

It is the interest of all parties to maintain good industrial relations practices and procedures based on consultation and goodwill.

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

**Step 1:** Any dispute will, in the first instance, be discussed between the employee(s) concerned and the immediate line manager. The line manager must make a genuine attempt to resolve that matter speedily.

If the matter remains unresolved;

**Step 2:** It will be referred for discussion between the employee or where the employee elects the appropriate employee representative and the responsible Manager who will attempt to resolve the matter speedily.

If the matter remains unresolved;

**Step 3:** It will be referred for discussion between the employee and/or their nominated employee representative who can be a Union Official and the Company Employee Relations representative.

If the matter remains unresolved;

**Step 4:** It will be referred to the Fair Work Commission for conciliation, mediation and/or arbitration

By agreement between the parties any or all of the above steps may be bypassed in the interest of speedy resolution of the dispute.

Work will otherwise proceed under the conditions prevailing before the dispute arose. Where those conditions cannot be restored, then work will continue in accordance with the reasonable and lawful direction of the Company and in accordance with the employee's skills, competence, training and safe work practices.

It is the intention of the parties that in fulfilment of this clause, Fair Work Commission shall exercise the functions and powers normally associated with private arbitration. Accordingly, the parties expressly confer upon Fair Work Commission, the full range of conciliation and arbitration powers necessary to resolve the matter or matters in dispute.

For the avoidance of doubt, the parties consent to Fair Work Commission exercising any powers or functions reasonably incidental to the conciliation and/or arbitration of the dispute.

The parties agree that any decision or determination of Fair Work Commission under this clause, subject to the normal rights of appeal, shall be binding and final by virtue of this clause, if not otherwise.

Employees who are directly involved in the matter will be released from normal duties without loss of pay to be witnesses and/or assist in case preparation and/or to attend the proceedings.

Both parties will meet their own legal costs and the Company will pay any cost charged by Fair Work Commission for its services performed in conciliation or arbitration.

## **21 ACCIDENTS AND INJURY**

### **21.1 Work-Related Injury**

The Company shall ensure that employees who have suffered a work-related injury are not financially disadvantaged in terms of their annualised salary under the following terms and conditions:

### **21.2 WorkCover Make-Up Pay**

The Company will make up the pay for employees who suffer a work related injury, and who are receiving WorkCover benefits, to the pre-injury normal weekly pay, for an absence of up to 130 weeks for any one individual injury, on the basis that the employee continues to actively participate in a Company sponsored Rehabilitation Program.

For the purpose of this clause the 'pre-injury normal fortnightly pay' shall be in accordance with the employees pre-injury classification, pay stream and level and include those extra payments, salary increases and allowances payable in accordance with this Agreement.

In the event of an employee being absent as a result of a work related injury for a period that were to exceed 130 weeks, then a joint review between the Company and employee, starting no later than week 130 of the absence, would be conducted to determine what actions may be taken by way of any additional assistance.

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

### **21.3 Out of Pocket Expenses**

The Company shall ensure that the Work Cover insurer reimburses employees for all recognized out of pocket expenses related to the injury in accordance with the Accident Compensation Act.

## **22 TRAINING**

The Company will cover all expenses associated with agreed training to enable employees to both retain and improve competency levels, fitness levels and to obtain other required skills or functions to ensure improved efficiency.

An employee required by the Company to undertake statutory training, outside of their normal rostered hours, will be paid at the double time rate or where agreement exists between the Employer and Employee, the Employee may take time off in lieu.

Team Leader Role: the team leader is required to hold the qualification Cert IV Workplace Training and Assessment and will be required to deliver non-certified training.

ESO Grade IV: is required to hold the qualification Cert IV Workplace Training and Assessment & Accreditation from approved Training Provider in first aid

Those employees who elect to hold the qualification Cert IV Workplace Training and Assessment will be required to deliver non-certified training.

Those employees who elect to hold the qualification Cert IV Workplace Training and Assessment & Accreditation from approved Training Provider will participate as an instructor in planned training courses and will be entitled to the Certified Training Allowance.

Whilst provisional, grade 2 & 3 ESO's are encouraged to obtain a nationally recognised training qualification, this is not a condition of employment.

## **23 LICENCES AND ACCREDITATION**

The Company shall cover all expenses involved in employees attaining and retaining work related licences and accreditations. The employee must hold and retain these licences and accreditations at all times. Should the employee fail to maintain any or all of these licences and accreditations their employment may be terminated or reclassified to a lesser classification. These licenses and accreditations include, but are not limited to:

- First Aid certificates;
- Medium Rigid Driver's Licence;
- Breathing Apparatus;
- Confined Space Rescue;
- Automatic external defibrillation, pain management within the workplace;
- Emergency asthma management and audiometric training;
- Rope Rescue; and
- As listed in Clause 10.2 Classifications.

## **24 DRUG & ALCOHOL**

The parties acknowledge the existence of Client Drug & Alcohol Policies and will work together cooperatively to further the aims of these site policies.

Disregard for the requirements of this policy will be viewed in the same way as any breach of occupational health and safety requirements and disciplinary procedures will apply, which may include termination of employment.

## **25 FITNESS FOR WORK ASSESSMENTS**

The Employees acknowledge that they must maintain a level of health and fitness to carry out the inherent physical requirements of their position.

This level of required health and fitness would be determined by undertaking a "Preliminary Health Assessment" and a "Benchmark Fitness Test" (contained in Appendix 1 and 2)

A third party who specialises in workplace health and fitness assessments shall conduct the "Preliminary Health Assessment". The supervision of the "Benchmark Fitness Test" contained in the appendix of this Agreement will be conducted by the Emergency Services Manager.

The "Preliminary Health Assessment" will determine if the employee has the appropriate

level of health and fitness to safely undertake the "Benchmark Fitness Test" and the "Benchmark Test" will determine if the employee is capable of carrying out the inherent physical requirements of their position.

"Preliminary Health Assessment" and the "Benchmark Fitness Test" assessments will be conducted prior to the appointment of an ESO or Casual ESO and at intervals not exceeding 12 months during the employment of an ESO or Casual ESO.

The employee may seek advice from a medical practitioner or qualified fitness advisor regarding the outcome of the "Preliminary Health Assessment" or the "Benchmark Fitness Test" and proposed action plans. All discussion and information, with the exception of the action plan, transmitted between the employee and the assessor shall remain confidential and not provided to the Company.

### **25.1 Preliminary Health Assessment**

Employees assessed by the "Preliminary Health Assessment" as not having the required level of health to undertake the "Benchmark Fitness Test" will be prescribed an action plan and/or referred to an appropriate medical practitioner by the assessor to improve their level of health to the required level. The duration of the action plan shall not extend for more than 30 days after which the employee's health and fitness will be reassessed.

If, after referral to a medical practitioner, the employee is deemed by the medical practitioner as not having the health capacity to carry out the functions of the position and has been issued with a certificate of incapacity to work, the employee shall take personal leave until deemed fit by the medical practitioner to resume the functions of the position.

If, in the opinion of the assessor or the medical practitioner, that further time is required to reach the required level of health, a further period of up to 30 days will be granted for the employee to attain the required level of health. If, after the second 30 day period the employee's level of health does not meet the requirements to progress to the "Benchmark Test" the employee, assessor and Company representative will consult to determine a course of action for the employee.

If an employee has been assessed as not having the required level of health to undertake the "Benchmark Fitness Test" after the above 60 day period the employee shall:

- be assigned to another position within the Company which does not require the same level of health and fitness; or
- suspended from duty without pay until the employee achieves the required level of fitness; or
- following consultation with the employee, the employee's medical practitioner or qualified fitness advisor and the health and fitness assessor, there is no positive indication that the employee will achieve the required level of health and fitness, the employee may be terminated.

### **25.2 Benchmark Assessment**

Employees assessed by the "Benchmark Assessment" as not having the appropriate level of fitness to carry out the inherent physical requirements of the position will be prescribed an action plan by the assessor to improve their physical fitness to the required level. The duration of the action plan shall not extend for more than 30 days after which the employee's fitness will be reassessed through the "Benchmark Assessment"

If an employee does not demonstrate the required level of physical requirement as determined by the first Benchmark Assessment then the employee may be:

- assigned to another position within the Company which does not require the same level of physical requirement for the 30 day period; or

- directed to take annual leave for the 30 day period; or
- if the employee does not have sufficient leave accrued, suspended from duty without pay for the 30 day period.

If the employee does not demonstrate the level of physical requirement in the second Benchmark Fitness Test the Company, through consultation with the employee, the employee's doctor or qualified fitness advisor and the health and fitness assessor, may grant the employee another 30 days to achieve the physical requirements of the Benchmark Assessment or:

- assign the employee to another position within the Company which does not require the same level of physical requirement; or
- the employee may be terminated.

## **26 CONFIDENTIAL INFORMATION**

All business information which is the property or responsibility of the Company or the client, whether directly related to this Agreement or not, shall be treated as confidential by parties to this Agreement and their officers and employees. A person bound by this Agreement may not disclose such information to any person except as authorized in writing by the Company.

Disregard of this requirement will be dealt with through standard disciplinary procedures

## **27 INDIVIDUAL FLEXIBILITY AGREEMENTS**

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

- 27.1** The individual flexibility arrangement is made at the instigation of the employee; and
- 27.2** The individual flexibility arrangement deals with one or more of the following matters:
  - 27.2.1** An extension of unpaid parental leave to a total maximum of three years;
  - 27.2.2** Flexible work arrangements on a return to work following parental leave or during the three years immediately following the birth/adoption of the employee's child;
  - 27.2.3** The taking of annual leave during parental leave over longer periods than entitled at full pay but at a direct pro-rata payment; and
- 27.3** The individual flexibility arrangement entered meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in sub-clause 27.2; and
- 27.4** The individual flexibility arrangement is genuinely agreed to by the employer and the employee.
- 27.5** The employer must ensure that the terms of the individual flexibility arrangement:
  - 27.5.1** Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - 27.5.2** Do not contain unlawful terms within the meaning of section 194 of the *Fair Work Act 2009*; and
  - 27.5.3** Result in the employee being better off overall than the employee would be if no arrangement was made.

- 27.6** The employer must ensure that the individual flexibility arrangement:
- 27.6.1** Is in writing; and
  - 27.6.2** Includes the name of the employer and employee; and
  - 27.6.3** Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 27.6.4** Includes details of:
    - 27.6.4.1** The terms of the Agreement that will be varied by the arrangement; and
    - 27.6.4.2** How the arrangement will vary the effect of the terms; and
    - 27.6.4.3** 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
    - 27.6.4.4** States the day on which the arrangement commences.
- 27.7** The Company must give the employee and their representative a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 27.8** The Company or the employee may terminate the individual flexibility arrangement:
- 27.8.1** By the employee giving no less than 28 days written notice to the Company or by the Company giving at least two months written notice to the employee; or
  - 27.8.2** If the Company and employee agree in writing — at any time.

## **28 CONSULTATION**

This term applies if:

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

For a major change, the Company must notify the relevant employees of the decision to introduce the major change.

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

If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.

As soon as practicable after making its decision, the Company must discuss with the relevant employees:

- the introduction of the change; and
- the effect the change is likely to have on the employees; and
- measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- for the purposes of the discussion — provide, in writing, to the relevant employees:



- all relevant information about the change including the nature of the change proposed; and
- information about the expected effects of the change on the employees; and
- any other matters likely to affect the employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 28 do not apply.

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

- the termination of the employment of employees; or
- major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs or
- Change to regular roster or ordinary hours of work.

For a major change the employer must notify the relevant employees of the proposed change.

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

If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.

As soon as practicable after proposing to introduce the major change, the employer must:

- discuss with the relevant employees the introduction of the change; and for the purposes of the discussion—provide to the relevant employees:
- all relevant information about the change, including the nature of the change; and
- information about what the employer reasonably believes will be the effects of the change on the employees; and
- information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 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).

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees

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

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

## **29 Transition Training**

Where an employee elects to undertake further studies to assist with their career post Yallourn closure, those qualifications will not form any part of that individual's position, as such no requirement to utilise those skills, unless by agreement.

## **30 Gas Testing**

The Employees agree to perform gas testing in the event of an emergency response (NEI). Should gas testing be required outside of an emergency response, an Emergency Services Officer (ESO) will be called in to perform testing and will be paid the applicable overtime rate, ensuring the safety and well-being of our employees in potentially hazardous situations and allowing for full emergency response if an issue was to arise.

## 29. SIGNATORIES

EXECUTED as an Agreement this day of

Signed for and on behalf of the  
**THE MINING & ENERGY UNION VICTORIAN DISTRICT BRANCH**

Signed by  Date 22.5.2024

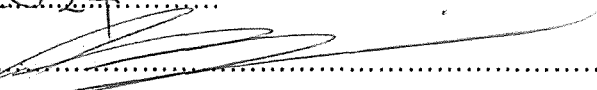
Print Name: ANDY SMITH

Title: DISTRICT PRESIDENT

Address: 5 LIGNITE COURT MORWELL VIC 3840

Witnessed By: CALE SAVAGE

Date: 22.5.2024

Print Name (Witness): 

Signed by Rebecca Ower Date 17th May 2024

For and on behalf of Programmed Facility Management Pty Ltd

Print Name: Rebecca Ower

Title: General Manager - HR Operations

Address: Level 33, 727 Collins Street Docklands Victoria 3008

Witnessed By: M. Dennis

Date: 17 May 2024

Print Name (Witness): Marianne Dennis

## Appendix 1 – Preliminary Health Assessment

### Medical Questionnaire

#### Medical History – Confidential

**Job Title:** Emergency Services Officer

This part of the form is to be filled in by the Applicant and signed in the presence of the Examiner. If you are in doubt, leave blank and ask the examiner later.

**Name:**

**DOB:**

#### Personal History

Do you suffer from or have you ever had (By responding Yes or No):

High blood pressure – Yes / No	Fits/epilepsy Yes / No
Heart disease – Yes / No	Blackouts/fainting attacks Yes / No
Palpitations/irregular heartbeat – Yes / No	Headache/migraine/giddiness Yes / No
Chest pain/angina Yes / No	Diabetes Yes / No
Stroke/Head Injury Yes / No	Back pain/injury/sciatica Yes / No
Skin disorder/rashes Yes / No	Joint pain or injury/arthritis Yes / No
Asthma/bronchitis/breathing restriction Yes / No	Head/neck injury/whiplash/concussion Yes / No
Eye/vision problem Yes / No	Anxiety/fear of heights/confined spaces Yes / No
Ear/hearing problem Yes / No	Painful arm, tennis elbow Yes / No
Hernia Yes / No	Any other illness
Details:	

Do you suffer from any medical disorder or had any operations recently that may impact on your capacity to performance benchmark assessment? Yes No
If 'Yes', please list details:
Do you have Allergies to medication chemicals or other substances? Yes / No
If 'Yes', please give details:

**Declaration and Authorisation**

I declare that the answers to the above questions are correct to the best of my knowledge.  
 I authorise the examiner to release any information acquired from this history and the medical examination which follows to my treating health practitioner. This information is only used to ensure my safety, wellbeing and capability to undertake the preliminary physical assessment today.

None of this information will be passed on to your employer. A confidential copy will be kept by Recovre and a copy of this questionnaire is available to you upon request.

Signed:	Witness:
Date:	

## Preliminary Assessment

Name:

Date:

### Tests conducted and capacity demonstrated:

Test conducted	Excellent	Good	Fair	Poor
Step Test				
Push Ups				
Global (crunches)				
Lifting				
Carrying				
Balance				
Range of Movement				

PERFORMANCE			
Able to perform 10 Global (crunches) with knees bent and hands behind neck	Excellent	Able to perform 20 Push Ups	Excellent
Able to perform 10 Global (crunches) with knees bent and arms folded across chest	Good	Able to perform 15 Push Ups	Good
Able to perform 10 Global (crunches) with knees bent and arms out straight	Fair	Able to perform 10 Push Ups	Fair
Unable to perform one full Global (crunches)	Poor	Able to perform 5 Push Ups	Poor

### Recommendations

\_\_\_\_\_ has/has not demonstrated the physical capability in this preliminary assessment on \_\_/\_\_/20\_\_ to safely participate in the Benchmark Assessment.

Recommended action required to prepare for a follow up Preliminary Assessment


## Preliminary Physical Assessment & Pre-Employment Functional Screening Data Collection

<b>Candidate Name:</b>	<b>Date of Evaluation:</b>

<b>Issues identified through medical questionnaire:</b>

<b>Pre-test data:</b>	
Pre Test Blood Pressure	Pre Test Heart Rate
/	bpm

<b>Safe Lift of 15kg's</b>	<b>Floor to waist</b>	<b>Waist to shoulder</b>
10 Repetitions		
Stance		
Posture		

<b>Safe Carry of 15 kg's (20 metres)</b>	
Bilateral	
Left	
Right	

<b>Range of Movement / Function</b>			<b>Comments</b>
Cervical Spine			
Thoracic Spine			
Lumbar Spine			
Full Squat (sustained for 1 min)			
	<b>Left</b>	<b>Right</b>	<b>Comments</b>
Shoulder			
Elbow			
Hand / Fingers			
Hip			
Knee			
Ankle / Foot			
Balance – single leg stance			

<b>Lower Back Review</b>	Range / Repetition	Movement Pattern
Functional flexibility: Standing - knees extended – toe touch motion		
Straight Leg Raise	L                      R	
Slump test	L                      R	
Abdominal strength – Core (SLS / specific tests) Push Ups Global (crunches)	20 required 10 required	
Hip Flexor flexibility	L                      R	

<b>Cardio Vascular Test</b>	Completed Y / N	Comments
3 minute Step test		
Heart Rate not to exceed 90% of predicted max		

\* 200mm step, with metronome set at 124 (31 steps per min)



## **Appendix 2 - Bench Mark Assessment**

The benchmark assessment is designed to assess the ESO's endurance, upper body strength, flexibility, balance, dexterity and ability to follow instructions on a series of basic physical ESO tasks.

The bench mark assessment will be carried out in full structural turnout gear complete with breathing apparatus; consisting of jacket, pants, gloves, safety boots and helmet.

### **Part 1**

#### **Confined space assessment**

Equipment Required – 1 x Breathing Apparatus complete.

Crawl backwards through a six meter darkened tunnel with a diameter of 750 mm, wearing breathing apparatus and facemask. The facemask will be connected to the air cylinders. This assessment is not timed.

At the completion of this assessment, the facemask will be discarded.

### **Part 2**

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

#### **Task 1 - Rescue Bag Haul (14 kg)**

Equipment Required – 2 x 50m Rope Bags

Using a rope, haul rescue bag (14kg) complete with rope hand over hand vertically to the 2nd level of the Estate Services Training Shipping Containers. The Rescue Bag must be lifted over the rail of the balcony and placed safely on the grid mat. On completion, the ESO is to descend the ladder to the ground level and must use each rung.

At all-times the ESO's hands and head must be over the handrail so that visual contact is maintained with the rope bag at all times until the rope bag has reached the 2nd level then the ESO shall lift the rope bag over the handrail and place it safely on the grid mat.

#### **Task 2 - Hose drag and hold**

Equipment Required – 1 x 30m of 38mm Hose, 1 x ProtecK 366 Branch, 1 x 64mm to 38mm Adaptor, 1 x Pumping Unit

The ESO will hold a 38mm hose complete with a Protec 366 Branch for 60 seconds with straight jet at a pressure of 850kPa. They will then shut off the branch and drag hose 30 meters then open the branch again, at a straight jet, and hold hose for an additional 60 seconds at 850kPa whilst aiming at specific targets.

#### **Task 3 - Victim rescue**

Equipment Required – 1 x 55kg Dummy, 4 x Bollards

Drag a 55kg dummy around a flat non-linear course for a distance of 32 meters. This must be Completed using correct manual handling practice and by traversing the course walking backwards.

**Task 4 - Oxy BVM assembly**

Equipment Required – 1 x Oxygen Kit, 1 x Bag Valve Mask (BVM) (complete)

Assemble a BVM (complete with reservoir bag) to an Oxygen Supply to be able to conduct CPR practices

**Task 5 –Beam Walk**

Walk along a painted ledge (car wash bay approx. 7 meters) and back without stepping off the painted line. Failure to complete the task will require the ESO to restart this task. (There is no limit as to how many times the ESO attempts this task other than completing it within the overall time limit.)

**Task 6 – Make Foam**

Equipment Required – 1 x Hi-Combat Inline Inductor C/w Dip Tube, 1 x Hi-Combat Foam Branch, 1 x 5m length of 64mm Hose, 1 x 30m length of 64mm Canvas Hose, 1 x 20lt Drum of AFFF Foam

Roll out a 5 metre length of 64mm fire hose and connect to a hydrant. Connect a Hi-Combat Inline Inductor complete with dip tube and set inductor metering device to 6%. Roll out in a straight line, a 30 metre length of 64mm fire hose and connect one end to the outlet of the Inline Inductor and the other end to a Hi-Combat foam branch. Carry and place a 20 litre pail of foam concentrate by the inline inductor and insert the dip tube into the pail. Go to the Foam Branch and when in position to deliver foam call for "Water On". The Task will end when the "Water On" signal is given. The distance to carry the 20 litre Pail of Foam shall be 10 metres.

**End of assessment!**

1. Note: If Part 1 or Part 2 are not completed. (Refer Clause 24 of this agreement)

### Appendix 3 - Position Description - Emergency Services Officer - Provisional

**Position Title:** Emergency Services Officer - Provisional

**Reports to:** Emergency Services Team Leader

**Position Objectives:**

The Emergency Services Officer (ESO) Provisional is a fixed term role for a 2 year period. The appointee will undertake a number of training courses to develop individual skills, competencies and qualifications and will actively assist a highly skilled and responsive Emergency Services team that will meet the specific needs of EnergyAustralia Yallourn.

**Main Tasks and Responsibilities:**

Tasks and Responsibilities	Performance Measure
Comply with all Estate Services Alliance standard operating procedures (SOP's), policies and guidelines	<ul style="list-style-type: none"><li>Knowledge of the requirements of all SOPs relevant to Emergency Services and other relevant Estate Services SOPs as agreed.</li></ul>
Assist in the control, confinement and/or suppression of fire and other incidents where there is a potential for a fire to occur for the purpose of protecting life and EnergyAustralia's assets and production capability	<ul style="list-style-type: none"><li>Under supervision, carry out all required tasks as directed by the Team Leader.</li></ul>
Assist in the control, confinement and/or stabilisation of incidents where person(s) are entrapped, injured and/or exposed to events that would adversely impact on their health and safety including structural and wild fire, structural collapse, industrial rescue, hazardous materials, dangerous substances	<ul style="list-style-type: none"><li>Under supervision, carry out all required tasks as directed by the Team Leader.</li></ul>
Assist in training courses for Estate Services and EnergyAustralia staff and contractors	<ul style="list-style-type: none"><li>Participate as an assistant to the instructor in planned training courses.</li></ul>
Assist in the provision of the following activities: <ul style="list-style-type: none"><li>Scheduled inspections and maintenance of firefighting and rescue equipment, HAZMAT and other related emergency equipment;</li><li>Fire hazard identification and risk mitigation</li></ul>	<ul style="list-style-type: none"><li>Under supervision, carry out inspections of firefighting and rescue equipment and fire hazard identification in conjunction with a Team Leader or Emergency Services officer and assist in the development of corrective actions.</li></ul>
<ul style="list-style-type: none"><li>Undertake training and achieve milestones as specified in this Position</li></ul>	<ul style="list-style-type: none"><li>Completion of all qualifications and competencies as scheduled in this Position</li></ul>

Description	Description
The Emergency Services Team Leader, Emergency Services Manager or Alliance Manager may direct the employee to carry out such duties as are within the limits of the employee's skill, competence, classification and training and the employee shall perform such work as may be reasonably required by the Company from time to time.	<ul style="list-style-type: none"> <li>All other duties allocated are performed in an enthusiastic and professional manner.</li> </ul>

### **Required Competencies and Qualifications on appointment**

1. CFA Minimum Skills or equivalent as determined by the Company;
2. Confined Space Rescue;
3. Medium Rigid Drivers Licence;
4. Breathing Apparatus;
5. Provide First Aid or equivalent;
6. Level of physical capability as determined by Appendix 1 & 2 of this agreement.

### **Competencies and Qualifications to be attained within 24 months of appointment**

1. Induction (Site familiarisation, SOP's, Company Policies and Procedures);
2. Certificate II Public Safety (Fire Fighting Operations);
3. Rope Rescue;
4. Level 3 First Aid;
5. Audiometric;
6. Pain management within the workplace;
7. Emergency asthma management;
8. Off road driving (RTL and external provided course).

### **Attributes**

#### **The attributes required for this position include:**

1. A high level of self-motivation and discipline;
2. Excellent written and oral communication skills;
3. A desire and commitment to continuous improvement with regard to self-improvement;
4. Commitment to OHS&E practices;
5. Ability to work in a team environment;
6. A strong desire to keep informed and skilled on processes procedures and practices relevant to firefighting, first aid and rescue techniques;
7. A strong desire to embark on a career in the Emergency Services;
8. Can do attitude and willingness to learn new skills.

## Appendix 4 - Position Description - Emergency Services Officer Grades 2, 3 & 4

**Position Title:** Emergency Services Officer Grade 2, 3 & 4

**Reports to:** Emergency Services Team Leader

**Position Objectives:**

The Emergency Services Officer actively participates within an Emergency Services team to provide a highly skilled and responsive service that will meet the specific needs of EnergyAustralia Yallourn.

**Main Tasks and Responsibilities:**

Tasks and Responsibilities	Performance Measure
Comply with all Estate Services Alliance standard operating procedures (SOP's), policies and guidelines	<ul style="list-style-type: none"><li>A working knowledge of the requirements of all SOPs relevant to Emergency Services and other relevant Estate Services SOPs.</li></ul>
Conduct risk analysis for projects and planned works and preparation of JSEA's	<ul style="list-style-type: none"><li>Work method statements and JSEAs are prepared for all projects and planned works in accordance with EnergyAustralia and Estate Services SOPs.</li></ul>
Assist in the control, confinement and/or suppression of fire and other incidents where there is a potential for a fire to occur for the purpose of protecting life, assets and production capability	<ul style="list-style-type: none"><li>Carry out all required tasks as directed by the Team Leader.</li></ul>
Assist in the control, confinement and/or stabilisation of incidents where person(s) are entrapped, injured and/or exposed to events that would adversely impact on their health and safety including structural and wild fire, structural collapse, industrial rescue, hazardous materials, dangerous substances	<ul style="list-style-type: none"><li>Carry out all required tasks as directed by the Team Leader.</li></ul>
Utilise Maximo for work order management	<ul style="list-style-type: none"><li>Maximo data is entered correctly e.g. WO, PMs and labour.</li></ul>
Assist in the provision of accurate and timely reports for the Team Leader and senior management.	Submit reports at the request by the Team Leader in relation to:- <ul style="list-style-type: none"><li>Emergency Response</li><li>Assigned Projects</li><li>Training</li><li>Risk Assessments undertaken</li><li>Emergency Exercises</li><li>And any other subject requested.</li></ul>
Assist in training courses for Estate Services and EnergyAustralia staff and contractors	<ul style="list-style-type: none"><li>Participate as an assistant to an instructor in planned training courses.</li></ul>
Assist in the provision of the following activities: <ul style="list-style-type: none"><li>Scheduled inspections and maintenance of firefighting and rescue equipment,</li></ul>	<ul style="list-style-type: none"><li>PMs completed and times entered into Maximo.</li></ul>

<p>HAZMAT and other related emergency equipment;</p> <ul style="list-style-type: none"> <li>• Fire hazard identification and risk mitigation</li> </ul>	<ul style="list-style-type: none"> <li>• Carry out inspections and corrective action raised in Maximo.</li> </ul>
<p>The Emergency Services Team Leader, Emergency Services Manager or Alliance Leader may direct the employee to carry out such duties as are within the limits of the employee's skill, competence, classification and training and the employee shall perform such work as may be reasonably required by the Company from time to time.</p>	<ul style="list-style-type: none"> <li>• All other duties allocated are performed in an enthusiastic and professional manner.</li> </ul>

### **Required Qualifications, Competencies and Skills:**

#### **Emergency Services Officer Grade 2**

1. All qualifications, competencies and skills of an ESO Provisional
2. Level of physical capability as determined by Appendix 1 & 2 of this agreement.
3. Where an employee after 2 years, having achieved a Cert 3 in Public Safety will be advanced to an ESO Grade 3 and undertake all duties associated with a ESO Grade 3.
4. Where an ESO has been engaged from an external source or has been out of the industry they will undertake a Verification of Competency (site based) and will then be elevated to a Grade 3 role after completing two years of service on site.
5. By mutual agreement by both parties the two-year time frame may be reduced.

#### **Emergency Services Officer Grade 3**

1. All qualifications, competencies and skills of an ESO Grade 2;
2. Introduction to AIIMS;
3. Certificate III Public Safety (Fire Fighting Operations);
4. Audiometric;
5. Hazmat;
6. Vehicle stabilisation;
7. Level of physical capability as determined by Appendix 1 & 2 of this agreement.

#### **Emergency Services Officer Grade 4**

1. All qualifications, competencies and skills of an ESO Grade 3;
2. Cert IV Workplace Training & Assessment & accreditation from a First Aid Provider to conduct First Aid training **or** Cert IV Public Safety (Fire Fighting Operations) **or** Certificate IV in Fire Technology **or** Certificate IV in Frontline Management;
3. Has completed at least 1 year as a ESO Grade 3 at EnergyAustralia Yallourn or in another similar position at another Power Station/Mine or Fire Service;
4. Level of physical capability as determined by Appendix 1 & 2 of this agreement.

### **Required Knowledge, Experience and Skills:**

1. Experience in the control, confinement and/or suppression of fire and/or incidents where there is a potential for a fire to occur;
2. Experience in the control and stabilisation of incidents where person(s) are entrapped, injured and/exposed to events that would adversely impact on their health and safety including structural and wildfire, industrial rescue, hazardous materials, dangerous substances and first aid.
3. Working knowledge of the EnergyAustralia Yallourn Emergency Response Plan and the Australasian Interagency Incident Management System (AIIMS);
4. Computer literacy in Microsoft Office Applications, Maximo, Alesco;
5. A sound knowledge of fire protection systems, firefighting equipment, building structure and mechanical services and industrial processes associated with the EnergyAustralia Yallourn Power Station and Mine;
6. Ability to identify fire safety hazards and develop measures to mitigate the risks;
7. A working knowledge of Estate Services Standard Operating Procedures;
8. Skills in processes, procedures and practices relevant to firefighting, first aid and rescue techniques;
9. Knowledge and strong understanding of risk management principles.

### **Attributes**

- Exceptional customer service skills;
- A high level of self-motivation and discipline;
- Ability to work effectively without direct supervision;
- Excellent written and oral communication skills;
- A desire and commitment to continuous improvement with regard to self-improvement;
- Ability to train others in basic firefighting techniques;
- Commitment to OHS&E practices;
- Ability to work in a team environment;
- A strong desire to keep informed and skilled on processes procedures and practices relevant to firefighting, first aid and rescue techniques.

## Appendix 5 - Position Description – Team Leader

**Position Title:** Emergency Services Team Leader

**Reports to:** Emergency Services Manager

**Position Objectives:**

The Emergency Services Team Leader is responsible for the coordination of Emergency Services activities to achieve a safe workplace, optimum productivity and a responsive service within optimum performance criteria.

Effectively manage and control emergency incidents that occur on site in accordance with the EnergyAustralia Emergency Response Plan and maintain a high level of fire safety and fire risk mitigation across the site.

**Main Tasks and Responsibilities:**

Task/Responsibility	Performance Measurement
Act as Incident Controller as per the EnergyAustralia Emergency Response Plan (ERP)	<ul style="list-style-type: none"><li>• All incidents are managed in accordance with Estate Services SOPs and the ERP.</li><li>• Response to every incident is appropriate to the degree of severity or potential severity of the incident</li></ul>
Coordinate Activities with respect to: <ul style="list-style-type: none"><li>• Exercises</li><li>• Training;</li><li>• Standard Operating Procedure</li></ul>	<ul style="list-style-type: none"><li>• Complete all assigned Emergency Exercises in agreed time frames according to EnergyAustralia's Emergency Exercise Training Schedule.</li><li>• Ensure that all allocated staff completes all prescribed training and preparatory requirements prior to attending scheduled courses relevant to Emergency Services.</li><li>• Review all Emergency Services SOPs each year to validate currency.</li></ul>
Maintain a high level of fire safety and fire risk mitigation across the site	<ul style="list-style-type: none"><li>• Carry out fire safety and fire risk mitigation activities across the site.</li></ul>
Provide accurate and timely reports for the Emergency Services Manager and senior management as requested	Provide monthly report to the Fire & Rescue Coordinator, reporting on, <ul style="list-style-type: none"><li>• Emergency Response</li><li>• Assigned Projects</li><li>• Training</li><li>• Risk Assessments undertaken</li><li>• Emergency Exercises</li></ul>



	And other subjects as requested
<b>Task/Responsibility</b>	<ul style="list-style-type: none"> <li>• <b>Performance Measurement</b></li> </ul>
Effectively manage agreed projects and key areas of responsibility within specified performance criteria.	<ul style="list-style-type: none"> <li>• Complete all assigned projects in a professional manner within agreed time frames.</li> </ul>
Coordinate the activities of the Emergency Services Officers and oversee Control Room Operators to ensure that all procedures, functions and tasks are being adequately applied, followed and carried out.	<ul style="list-style-type: none"> <li>• All allocated PMs are carried out and completed on time.</li> <li>• All activities by Emergency Services Officers and Control Room Operators are carried out in accordance with SOPs.</li> </ul>
Lead, mentor and train all allocated staff to ensure that they are physically capable and skilled to deliver Emergency services together with fostering continuous improvement.	<ul style="list-style-type: none"> <li>• Carry out all training requirements according to Maximo PM Regime and as requested by the Emergency Services Manager.</li> <li>• Document all training carried out in the Estate Services training register.</li> <li>• Highlight any skill and fitness deficiencies within allocated staff by assessing against Emergency Services Officer's competency check list.</li> </ul>
<p>Be responsible for:</p> <ul style="list-style-type: none"> <li>• Preparedness for emergency response;</li> <li>• Fire risk identification and mitigation;</li> <li>• Operation of the Estate Services Control Room in collaboration with the Security Coordinator</li> </ul>	<p>Inventories for all emergency appliances to be completed within the first hour of the shift.</p> <p>Complete and report on all Maximo PMs relative to Fire Risk Identification</p> <p>All Control Room Operator functions are carried out in accordance with SOPs.</p>
<p>Be responsible for:</p> <p>For the management and recording of hours worked, leave taken and tasks performed by direct reports.</p>	<ul style="list-style-type: none"> <li>• To oversee all time sheets are entered for allocated staff.</li> <li>• All leave request forms completed for allocated staff</li> <li>• Maximo data is entered correctly e.g. WO, PMs and labour.</li> <li>•</li> </ul>
The Emergency Services Manager or Alliance Leader may direct the employee to carry out such duties as are within the limits of the employee's skill, competence, classification and training and the employee shall perform such work as may be reasonably required by the Company From time to time.	<ul style="list-style-type: none"> <li>• All other duties allocated are performed in an enthusiastic and professional manner.</li> </ul>

## **Required Qualifications, Competencies and Skills**

1. Completion of at least four years' service as an ESO or other similar position at EnergyAustralia Yallourn or in another similar position at another Power Station/Mine or Fire Service;
2. Has the Qualifications, Competencies and Skills of an ESO Grade 3;
3. Cert IV Training and Assessment;
4. Level of physical capability as determined by Appendix 1 & 2 of this agreement.

## **Required Experience and Knowledge**

1. Proven ability to effectively manage and coordinate the activities of a small workgroup;
2. Experience in incident control and emergency management particularly in relation to structural fire and wildfire, industrial rescue, hazardous materials, dangerous substances and first aid;
3. Computer literacy in Microsoft Office Applications, Maximo, Alesco;
4. A sound knowledge of fire protection systems, firefighting equipment, building structure and mechanical services and industrial processes associated with the EnergyAustralia Yallourn Power Station and Mine;
5. Ability to identify fire safety hazards and develop measures to mitigate the risks
6. A thorough knowledge of Estate Services Standard Operating Procedures;
7. Experience and Skills in processes, procedures and practices relevant to firefighting, first aid and rescue techniques;
8. Ability to train and develop team members and others;
9. Understanding of Building Control Legislation including the Building Code of Australia and relevant Australian Standards with respect to fire safety;
10. Understanding of Occupational Health and Safety Legislation;
11. Knowledge and strong understanding of risk management principles.

## **Attributes:**

1. Leadership skills
2. Ability to work in a team environment;
3. Exceptional customer service skills;
4. A high level of self-motivation and discipline;
5. Ability to work effectively without direct supervision;
6. Ability to delegate tasks and monitor performance;
7. Excellent written and oral communication skills;
8. A desire and commitment to continuous improvement with regard to self and those assigned to your team;
9. Commitment to OHS&E practices;
10. Can do attitude and willingness to learn new skills.

## Appendix 6 – Parental Leave Policy

### Purpose

At Programmed we want to create an environment where every employee can have a positive, enjoyable and rewarding work experience. This policy provides guidance on parental leave.

### At a Glance

Eligible Employees are entitled to:

- 12 weeks' paid parental leave for the Primary Carer which must be completed within 2 years of the birth or placement of the child (Thus for example, enabling an employee to take 12 weeks' paid parental leave, if they become the primary carer, after the employee's partner returns to work after being the primary carer for the first 12 months).
- 5 days' paid leave for Support Carer (can be taken concurrently with Primary Carer's paid leave)
- Up to 104 weeks' total parental leave where you have primary responsibility for the care of the child

### Parental Leave

All employees will be provided with parental leave in accordance with the applicable legislation covering the taking of parental leave which may include access up to 104 weeks of parental leave which inclusive of unpaid parental leave, Programmed paid parental leave, annual leave and government paid parental leave, subject to certain conditions being met (Please refer to [www.familyassist.gov.au](http://www.familyassist.gov.au) or <http://www.ird.govt.nz/yoursituation-ind/parents/parents-paid-parental-leave.html> or the Parental Leave Resource). Parental leave must be in a single continuous period and be completed no later than 104 weeks following the birth or placement of the child.

Eligible Employees will be provided with paid parental leave by Programmed in the form of Primary Carer's Paid Leave and Support Carer's Paid Leave as detailed within this policy.

Eligible Employees are permanent full-time and permanent part-time employees whom have completed at least 12 months continuous service with Programmed immediately before the child's date of birth, including stillbirth or date of placement in the case of adoption.

Employees who are casual or fixed / maximum term employees are not Eligible Employees. Where the policy is silent then the terms of the applicable legislation will apply.

### Primary Carer's Paid Leave

Programmed will provide 12 weeks' Primary Carer's paid leave to Eligible Employees who are the Primary Carer. The Primary Carer is the person who has the primary responsibility for providing care to the child during the entire normal working week.

The period of Primary Carer's Paid Leave must be completed within 2 years of the birth or placement of the child, and be taken as one continuous period.

This includes the scenario where our Eligible Employee's partner gives birth and is the initial Primary Carer and then returns back to work and our Eligible Employee then becomes the

Primary Carer for a period of Primary Carer's Paid Leave immediately following on from this, so long as this period is completed within 2 years of the birth or placement of the child.

Where both parents work for Programmed and are Eligible Employees, each will be eligible to receive up to 12 weeks' Primary Carer's Paid Leave, but, other than the 5 days Support Carer leave, may not be taken concurrently.

Where the Eligible Employee also received Support Carer's Paid Leave (and then at a later time became the Primary Carer), the total amount of Primary Carer's Paid Leave and Support Carer's Paid Leave shall not exceed 12 weeks.

#### Stillbirth or infant death

An Eligible Employee can reduce or cancel the period of parental leave in the event the pregnancy ends due to their child being stillborn (as defined in the paid parental leave act 2010), or if the child dies at birth. Eligible Employees will not sustain a loss of parental leave payments as a result of the cancellation of leave.

The employee may return to work within four weeks of giving notice, or as mutually agreed with the line manager.

#### Support Carer's Paid Leave

Programmed provides Eligible Employees with 5 days' Support Carer's Paid Leave upon the birth or adoption of a child where their partner is the initial Primary Carer. It is required that this leave be taken in a single continuous period shortly after the birth or placement of the child and it must be completed within the first two weeks after birth or placement of the child. This leave can be taken concurrently with Primary Carer's Paid Leave.

#### Government paid parental leave scheme and related entitlements

The Australian Government provides qualifying employees government-funded Parental Leave Pay at the National Minimum Wage for a maximum period of 18 weeks and qualifying working dad or partners with up to 2 weeks government-funded pay at the National Minimum Wage.

For more information, including qualifying requirements and payment arrangements in Australia visit: [www.familyassist.gov.au](http://www.familyassist.gov.au) and/or [www.humanservices.gov.au/dadandpartnerpay](http://www.humanservices.gov.au/dadandpartnerpay)

Employees must ensure that they are undertaking unpaid leave for this period.

The New Zealand Government offers paid leave for eligible employees. Parental leave payments equal an employee's normal pay up to a cap set by the government (this is the average of an employee's highest 26 of the last 52 weeks of earnings up to the date the child arrives) for a maximum period of 18 weeks. This applies to employees who have been employed continuously for 6 months or more.

#### Payments, Leave and Annual Remuneration Review

All paid parental leave payments are calculated using the current base salary and weekly car allowance (where applicable) and are based upon the ordinary number of hours per week the employee is working at the time they start parental leave.

Leave will be paid in accordance with the employee's normal pay cycle. Payment as a lump sum will be considered at the employee's request.

Where applicable, Programmed will pay superannuation on all paid parental leave payments (including any government paid parental leave). In addition, other leave entitlements will be accrued on the Programmed paid parental leave period and this time will count towards any service based entitlements or recognition.

Employees on parental leave will remain eligible to participate in the annual remuneration review process.

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1792 - Programmed Facility Management and Mining Energy Union Energy Australia Enterprise Bargaining Agreement 2024

Applicant:

Programmed Facility Management Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Rebeca Ower, General Manager – HR Operations have the authority given to me by Programmed Facility Management Pty Ltd to give the following undertakings with respect to the Programmed Facility Management and Mining Energy Union Energy Australia Enterprise Bargaining Agreement 2024 ("the Agreement"):

1. The Company undertakes that for the purposes of the Agreement and the NES a shift worker is an employee:  
(a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and  
(b) who is regularly rostered to work on Sundays and public holidays.
2. The Company undertakes that in relation to Clause 20 – Dispute Resolution an employee will be entitled to representation as required by s.186(6)(b) of the Act.
3. The Company undertakes that part-time employees can be engaged under this Agreement. Where a part-time employee is engaged they will receive, on a pro-rata basis, equivalent pay and conditions to those of full-time employees covered by the Agreement. At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. A part time employee will be engaged for no less than 4 consecutive hours on any shift. Where a part-time employee works in excess of the hours agreed they shall be paid at the overtime rates prescribed in Clause 10.4.1 – Overtime.

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

*Rebecca Ower*

Signature

4<sup>th</sup> June 2024  
Date