



# DECISION

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

**Hazelwood Power Corporation Pty Ltd**  
(AG2023/591)

## **HAZELWOOD REHABILITATION PROJECT & MINE ENTERPRISE AGREEMENT 2023**

Mining industry

COMMISSIONER WILSON

MELBOURNE, 3 APRIL 2023

*Application for approval of the Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023*

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

[2] 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.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2023. The nominal expiry date of the Agreement is 31 December 2026.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION AT MELBOURNE

*Fair Work Act 2009*

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

**Matter No:** AG2023/591

**Matter:** Application for approval of the Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023


**Applicant:** Hazelwood Power Corporation Pty Ltd

#### Undertaking – Section 190

I, Vanessa McEvoy, Executive General Manager ANZ – HR, Internal Communication & Safety, have the authority given to me by Hazelwood Power Corporation Pty Ltd to give the following undertakings with respect to the *Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023 (Agreement)*:

1. For the purpose of the additional week of annual leave provided by the NES, a shiftworker is an Employee covered by this Agreement who:
  - (a) works a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the 7 days of the week; and
  - (b) is regularly rostered to work on Sundays and public holidays.
2. The following clauses will operate subject to the NES:
  - (a) clause 22 of the Agreement, which means an Employee will be entitled to 10 days of paid family and domestic violence leave in accordance with section 106A of the *Fair Work Act 2009* (Cth) (**Act**);
  - (b) clause 23 of the Agreement, which means a child for the purposes of unpaid adoption leave provided by the NES will include a child who is under 16 years of age as at the day of placement in accordance with section 68(1)(a) of the Act; and
  - (c) clause 25.2 of the Agreement, which means an Employee will be entitled to compassionate leave for stillbirths or miscarriages in accordance with section 104(1)(b) and (c) of the Act.

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

Signature 

Date 28 March 2023

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.

# **Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023**

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## PART 1 – COMMON CONDITIONS

### 1 TITLE

This Agreement will be known as the “**Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023**”.

### 2 DEFINITIONS

Term	Meaning
“Act”	<i>Fair Work Act 2009</i> (Cth), as amended from time to time
“Agreed Panel”	The panel of independent medical practitioners, specialists and rehabilitation consultants maintained pursuant to clause 21.26 and as amended from time to time
“Agreement”	The Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023
“AMWU”	Australian Manufacturing Workers’ Union
“Annual Preference Leave”	Annual leave allocated under annual leave preference arrangements in accordance with the applicable working arrangements
“Annualised Salary”	The salary that consolidates base rates, penalty rates and standard allowances relevant to the classification and location of an Employee. Refer to clause 15.10 for further explanation
“ASU”	Australian Municipal, Administrative, Clerical and Services Union
“ATO”	Australian Taxation Office
“Business”	The Hazelwood Rehabilitation Project at Brodribb Road, Hazelwood
“CEPU”	Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
“CFMMEU”	Construction, Forestry, Maritime, Mining and Energy Union
“CC”	Consultative Committee. Refer to clause 28
“Contractor”	A person that is not directly employed as a HRP Employee. For clarity, a self-employed person or person engaged by a contracting or consultancy firm
“Corporate”	Corporate departments including Corporate Services, Finance and Purchasing and Contracts
“Day Work Employee”	9DFN Employees (i.e. the 9DFN Maintenance Group and 9DFN Corporate Administrative and Technical Classifications)
“Defence Force Leave”	Leave taken for purpose of defence service in accordance with the <i>Defence Reserve Service (Protection) Act 2001</i> (Cth), as amended from time to time
“DIL”	Day in lieu
“Double Time”	The Overtime Rate of Pay, as contained in Annexure B, multiplied by two
“Double Time and a Half”	The Overtime Rate of Pay, as contained in Annexure B, multiplied by two and a half

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

Term	Meaning
<b>“Employee”</b>	A person who is employed by HRP and who is covered by this Agreement
<b>“Employer”</b>	HRP
<b>“Equisuper”</b>	The industry superannuation fund of that name and its successors
<b>“ES Act”</b>	<i>Electrical Safety Act 1998 (Vic)</i>
<b>“Excess Leave”</b>	This is the accrued balance of annual leave and DIL that an Employee has above the Maximum Accruable Leave. Refer to clause 24.13 for details
<b>“Fatigue”</b>	An acute and/or ongoing state of tiredness that leads to mental or physical exhaustion and prevents people from functioning within normal boundaries. The Parties acknowledge that working long hours, with intense mental or physical effort, or during some or all of the natural time for sleep, can cause fatigue
<b>“Further Claims”</b>	Any additional benefits or any changes to remuneration
<b>“FWC”</b>	Fair Work Commission
<b>“H&amp;S”</b>	Health and safety
<b>“Household”</b>	An Employee’s permanent place of residence. A member of this household is someone who resides in those premises on a permanent basis
<b>“HRP” or “Hazelwood Rehabilitation Project”</b>	Hazelwood Power Corporation Pty Ltd (A.C.N. 065 381 204) and/or any successor(s), assignee(s), transmittee(s) (including receivers, managers, trustees, administrators or liquidators) who have control over the assets (whether immediate or not) belonging to or of the whole or part of the Business HRP is a wholly owned subsidiary in the ENGIE Australian Energy group
<b>“Immediate Family”</b>	A spouse, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse of the Employee  A reference to “spouse” includes “de facto spouse”. A “de facto spouse” is a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sex)  A reference to “child” includes an adopted child, a stepchild and an adult child  A reference to “parent” includes a foster parent and a stepparent
<b>“Indicative Staffing”</b>	The staffing levels generally expected taking into account the Business’ needs and health and safety considerations
<b>“Line Manager”</b>	This is the person appointed to the organisational position to whom a Supervisor reports
<b>“Local Manager”</b>	This is the person who manages the section in which an Employee works
<b>“LSL”</b>	Long service leave
<b>“Management/Manager”</b>	Person(s) appointed by HRP to positions that require the person(s) to manage functions or people

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

Term	Meaning
<b>“Maximum Accruable Leave”</b>	The maximum balance of annual leave and DILs that an Employee can accrue before the excess leave management procedure detailed in clauses 24.12 to 24.19 is applied
<b>“Mine”</b>	The open cut brown coal mine at Brodribb Road, Hazelwood
<b>“MIP”</b>	Major Investigation Panel. Refer to clause 12 for details
<b>“NES”</b>	National Employment Standards
<b>“Normal Business Hours”</b>	7:30am to 4:12pm (Monday to Friday)
<b>“Normal Rate of Pay”</b>	Means the hourly rate of pay for an Employee’s normal weekly number of hours at work based on the applicable Annualised Salary
<b>“O/B”</b>	Overburden
<b>“Overtime Rate of Pay”</b>	Means the hourly rate of pay for an Employee’s time worked in excess of their normal or rostered hours. Annexure B indicates overtime pay rates for each classification
<b>“Parties”</b>	HRP and the Unions
<b>“Primary Carer”</b>	A person who has the principal caring responsibility for a child
<b>“Crane Driver”</b>	An Employee who has been employed or appointed as either a crane driver or crane driver/rigger
<b>“Rigger”</b>	An Employee who has been employed or appointed as either a rigger or crane driver/rigger
<b>“PH”</b>	Public holiday
<b>“PPLS”</b>	Paid Parental Leave Scheme
<b>“Reasonable Evidence”</b>	Reasonable evidence is, where possible, a medical certificate or, failing that, a statutory declaration
<b>“RDO”</b>	Rostered day off. Denotes the days on a 1x7 roster when Employees are not rostered to be at work
<b>“Safety Net Staffing”</b>	This refers to the agreed number of Employees that HRP is to employ for the nominated work group for the life of this Agreement
<b>“SDO”</b>	Special day off
<b>“Secondary Carer”</b>	The spouse/de facto spouse of a Primary Carer
<b>“Service”</b>	<p>Continuous employment with HRP and its predecessors without a termination of the engagement and includes:</p> <ul style="list-style-type: none"> <li>(a) service with the Defence Forces which interrupts otherwise continuous employment with HRP;</li> <li>(b) any period spent on loan from HRP to other employers;</li> <li>(c) any credit for service with a government instrumentality granted under previous State Electricity Commission of Victoria/Generation Victoria conditions;</li> <li>(d) any period of approved leave without pay not greater than 150 hours;</li> </ul>

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

Term	Meaning
	<p>(e) any period of absence up to 130 weeks as a result of an injury by accident arising out of and in the course of employment for which the Victorian WorkCover Authority or any similar body or agent accepts liability to make regular payments; and</p> <p>(f) any period which HRP declares, in respect of any Employee, to be Service.</p> <p>Any absence from work that is not approved leave will not count as Service</p>
<b>“Shift Work”</b>	Employees classified in the 1x7 Services Group
<b>“Shift Work Employee” or “Shift Worker”</b>	An Employee working in the 1x7 Services Group
<b>“Supervisor”</b>	A person appointed by HRP to a position that directly supervises an Employee
<b>“Unions”</b>	CFMMEU, ASU, AMWU and CEPU
<b>“VDP”</b>	Voluntary departure package
<b>“1x7 Services Group”</b>	The employees covered by this Agreement who are employed in the classifications set out in Annexures A and B in the 1x7 Services Group
<b>“1 X 7”</b>	Shift work, worked by the 1x7 Services Group
<b>“9DFN”</b>	9 day fortnight. Refers to Employees who work 9 days per fortnight on Mondays to Fridays only. The tenth day is referred to as a SDO
<b>“9DFN Corporate Administrative and Technical Classifications”</b>	The employees covered by this Agreement who are employed in the classifications set out in Annexures A and B in the 9DFN Corporate Administrative and Technical Classifications
<b>“9DFN Maintenance Group”</b>	The employees covered by this Agreement who are employed in the classifications set out in Annexures A and B in the 9DFN Maintenance Group

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### 3 COVERAGE AND APPLICATION OF AGREEMENT

- 3.1 This Agreement covers and applies to:
- (a) HRP; and
  - (b) all Employees in the classifications listed in Annexures A and B.
- 3.2 This Agreement is in full substitution for all awards and other industrial instruments that might otherwise apply. For the avoidance of doubt, this Agreement replaces the Hazelwood Power Enterprise Agreement 2019.
- 3.3 The terms of this Agreement apply in a manner that does not exclude the NES. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee in any respect when compared to the NES.

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### 4 PERIOD OF AGREEMENT

- 4.1 This Agreement will commence operation on the seventh day after it is approved by the FWC and will remain in force until the nominal expiry date of **31 December 2026**.

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

- 4.2 This Agreement will continue to apply after its nominal expiry date until replaced by a new agreement. In the event that HRP seeks to terminate this Agreement after its nominal expiry date, the following conditions will be maintained by HRP until a replacement agreement is made:
- (a) wages and classification rates;
  - (b) 36 hours of work;
  - (c) allowances;
  - (d) penalty rates and overtime;
  - (e) payment for PHs;
  - (f) accident/make-up payment;
  - (g) salary packaging arrangements;
  - (h) shift work arrangements and rosters;
  - (i) leave and DILs;
  - (j) superannuation;
  - (k) redundancy provisions;
  - (l) dispute resolution process; and
  - (m) no debit sick leave.
- 4.3 The Parties agree that if this Agreement is not replaced by a new enterprise agreement on 1 January 2027, the salary increase scheduled for that date (see clause 15.29 and Annexure B) will be implemented. That increase will then be incorporated into any increase agreed to in connection with the negotiation of the new enterprise agreement.

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## 5 DISPLAY OF AGREEMENT

- 5.1 On request HRP will make copies of this Agreement available to all Employees.
- 5.2 HRP will upload an electronic version of this Agreement on to its intranet.

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## 6 EMPLOYEE ENTITLEMENTS

- 6.1 HRP will be liable for payment of all accrued employee entitlements.
- 6.2 On request from the majority of Employees, HRP will provide to Employees a letter from the Chief Executive Officer on an annual basis that will contain information on the financial position of HRP and its overall capacity to meet employee entitlements.

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## 7 PURPOSE AND INTENT

- 7.1 This Agreement aims to provide the appropriate framework to develop a flexible, skilled workforce, while enhancing skills through career development.
- 7.2 HRP, its workforce and the Unions have a common interest in achieving productivity and efficiency improvements, leading to increased organisational performance and providing secure, meaningful, safe, rewarding and satisfying jobs.
- 7.3 This Agreement is significant in enhancing the relationships between the Parties whereby common goals will be achieved in a co-operative and collaborative manner.

## **8 RIGHTS AND OBLIGATIONS**

### **Introduction**

- 8.1 The Parties agree that:
- (a) accountability for the behaviours of individual Employees and their performance is essential to a workplace that respects individuals and seeks to ensure fairness and equity; and
  - (b) the workplace must be harmonious and co-operative and free of behaviours that are unacceptable.
- 8.2 The following rights and obligations incorporate the expected behavioural standards. All Employees will be held to account for their individual compliance.

### **Requirements of HRP**

- 8.3 HRP will work with Employees to establish a co-operative environment. HRP will observe the principles of fairness and equity in its relationships with Employees. HRP will aim to enhance Employee career opportunities, job satisfaction and security of employment with the provision of training, both on and off the job, and the development of Employees in various ways, taking into account the needs and wants of Employees and the Project.
- 8.4 At the commencement of employment an Employee will be provided with details of the following:
- (a) employment status - full-time or part-time;
  - (b) salary;
  - (c) classification level;
  - (d) hours of work;
  - (e) days of work;
  - (f) starting and finishing times;
  - (g) position description setting out the responsibilities and accountabilities of the position to which the Employee has been appointed; and
  - (h) all required equipment and services considered necessary by HRP for the Employee to perform his/her role effectively and efficiently.
- 8.5 HRP will ensure that Managers and Supervisors:
- (a) provide clear directions and objectives to their teams to aid and assist them in performing their assigned work to a high standard;
  - (b) acknowledge and recognise successful outcomes;
  - (c) hold Employees accountable for their actions and inactions; and
  - (d) bring issues into the open and work with team members to solve them.
- 8.6 Other than operational or maintenance positions, HRP may, at any time during an Employee's employment, review the Employee's duties and responsibilities as set down in the Employee's position description and, after consulting and agreeing with the Employee, reasonably alter assigned responsibilities and accountabilities to reflect changed organisational and/or business needs or requirements.

### **Requirements of Employees**

- 8.7 Employees will carry out their responsibilities and accountabilities in a professional and responsible manner and, in particular, will:
- (a) perform the responsibilities and accountabilities specified in their position description;
  - (b) carry out all lawful and reasonable instructions and directions of HRP;
  - (c) undertake all mandatory training as required by HRP;

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- (d) undertake any additional training;
- (e) be accountable for their actions and behaviours;
- (f) conduct their work relationships with fellow Employees, Management and Supervisors with decency and respect;
- (g) communicate with honesty;
- (h) devote all necessary time and attention to their duties;
- (i) work safely at all times and model safe behaviours; and
- (j) not use for personal gain any information acquired about any company as a consequence of their interaction with HRP.

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### **9 NO FURTHER CLAIMS**

- 9.1 Employees and HRP will not pursue any Further Claims prior to the nominal expiry date of this Agreement.

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### **10 EMPLOYMENT SECURITY**

#### **General**

- 10.1 An Employee's employment will not be terminated on the grounds of redundancy except where there is a permanent shutdown of operations in the mine or reduction in the need for the work to be performed by anyone.
- 10.2 Clause 10.1(a) requires a period of not less the three months' notice for consultation.
- 10.3 Employment of current employees will be protected and secured for the life of this Agreement, unless dismissal is a legitimate disciplinary action, with the exception of the circumstances outlined in clause 10.1.
- 10.4 Employees will be retained in meaningful roles commensurate to their skills and competencies.

#### **Job security use of contractors**

- 10.5 HRP recognises that in certain circumstances the use of contractors may affect the job security of the Employees covered by this Agreement.
- 10.6 If HRP wishes to engage new contractors to perform work that might be performed by current or future Employees under this Agreement, HRP must firstly consult in good faith with the potentially affected Employees and their representatives.
- 10.7 For the purposes of that consultation, HRP will provide to the Employees and their representatives details of the scope of work, the expected duration of work, and the approximate numbers of people to be deployed.
- 10.8 While this Agreement remains in operation, HRP will not forcibly retrench, make redundant, or otherwise terminate the employment of an Employee covered by this Agreement in order to replace such Employee(s) with a contractor or otherwise have work performed by Employees undertaken by a contractor or the employees of a contractor.
- 10.9 HRP will notify Employees (inclusive of their Union representatives) of any significant decision to use contractors. Such notification will include the provision of information regarding the scope of work, expected duration and approximate numbers of people to be deployed on site.

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### **11 REDUNDANCY**

- 11.1 Employees declared redundant and whose employment is terminated by way of redundancy under this Agreement shall be paid or provided with the following payment and support opportunities:
- (a) Benefits payment, (including notice) calculated in accordance with Annexure C (the 'Severance Payment');

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

- (b) Outplacement training services up to the value of \$4000, to be taken up within 6 months of the termination date (or a greater period of no more than 12 months in the event that an applicable course is not reasonably available within 6 months of the termination date);
- (c) The appropriate benefit available under the relevant Superannuation Scheme (to the extent that this benefit is in accordance with the Superannuation Industry (Supervision) Act 1993 (Cth)); and
- (d) All unused and accrued Annual Leave, DIL's and Long Service Leave inclusive of pro-rata entitlements regardless of the length of service.

HRP will ensure that no actions are taken that will affect the redundancy from being a "Genuine Redundancy" for employee taxation purposes.

### 11.2 Alternative Employment

The benefits payments set out in clause 11.1 above are not payable by HRP to any particular Employee if HRP arranges mutually acceptable alternative employment for that employee or acceptable alternative employment for that employee that is equivalent in salary and responsibility and located within the Latrobe Valley area.

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## 12 MAJOR INVESTIGATION PROCEDURE

### Introduction

- 12.1 HRP will conduct an investigation when one of the following circumstances occur:
- (a) when a significant incident occurs on site to which an Employee(s) may have contributed and that incident results in:
    - (i) damage or potential damage to plant or equipment; and/or
    - (ii) a commercial loss; and/or
    - (iii) injury or potential injury to a person; or
  - (b) when an incident occurs which may lead to major disciplinary action in accordance with Step 3 of the discipline procedure (see clause 30).
- 12.2 Employees at all stages of the investigation are to be allowed representation, and to have their representatives present at meetings during the investigation.
- 12.3 Where a major investigation is to occur, and it is considered necessary to stand down an employee for any period, the stand down period will be on a paid without prejudice basis until the conclusion and findings of the investigation.
- 12.4 The investigation panel shall comprise of an HRP Manager, Supervisor/Acting Supervisor from another leg and an Employee representative as well as any additional person(s) with specific expertise and who may be of assistance to the investigation.
- 12.5 The function of the investigation will be to ascertain the facts and prepare a written report on the agreed facts and/or findings as to any breaches of laws, policies, guidelines or procedures. The MIP must prepare its report as expeditiously as possible.
- 12.6 The outcome of the investigation will be put in writing with a copy to all Employees involved and the Employees' representatives.
- 12.7 In the event of an adverse finding against an Employee, the MIP will make a recommendation to Management as to the disciplinary action to be taken. This action will be in line with the discipline procedure contained in this agreement. If the MIP cannot agree on a recommended outcome, it must advise Management of that fact.

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## 13 NOTICE OF TERMINATION OF EMPLOYMENT

### Termination with notice

- 13.1 An Employee's employment may be terminated in writing by either HRP or the Employee by giving the following notice:

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YEARS OF CONTINUOUS SERVICE	NOTICE REQUIRED
Less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 13.2 If an Employee is over 45 years of age and has completed at least two years' Service, he/she will be entitled to an extra week's notice from HRP.
- 13.3 In the event that either the Employee or HRP provides notice of termination, HRP will have the option of paying the Employee in lieu of notice, or a combination of both.
- 13.4 An Employee whose employment with HRP is terminated or is about to be terminated for any reason will be paid for any annual and LSL and any accrued DILs standing to the Employee's credit in accordance with the terms of this Agreement.
- 13.5 Any debts due to pre-payments or salary sacrifice and which are owing to HRP at the time of termination may be offset against any payments due to the Employee on termination of employment. Employees will provide any additional formal consents required to give effect to this clause.
- 13.6 Payments in lieu of leave will be made at the Normal Rate of Pay applicable to the pay level of the Employee on the date when employment is terminated.

### Termination without notice

- (a) HRP may terminate an Employee's employment without notice for serious misconduct as defined by the *Fair Work Regulations 2009*. Where an Employee has been found to have committed an act of serious misconduct, the Employee's remuneration shall be payable only up to the time of dismissal.
- 13.7 Other disciplinary acts will be imposed in accordance with the discipline and behaviour clause (see clause 31).

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## 14 TYPES OF EMPLOYMENT

- 14.1 Employment must be full-time and permanent. However, employment may be part-time in accordance with clauses 14.2 to 14.10.

### Part-time employment

- 14.2 HRP will notify the Unions of any proposal for part-time employment.
- 14.3 Except where an Employee has a right to part-time work in connection with parental leave or otherwise in accordance with the NES, part-time work will only be utilised in Shift Work positions after the Employee and HRP reach written agreement on that utilisation.
- 14.4 Part-time employment means employment for less than full-time hours on a continuing basis and where a regular pattern of attendance is required.
- 14.5 Hours of work are to be fixed and constant over a fortnightly period, provided such hours of work can be varied by mutual agreement between the Employee and the Employee's Supervisor/Manager.
- 14.6 No Employee will be forced to convert from full-time employment to part-time employment or vice versa.
- 14.7 Part-time Employees can apply for full-time positions.
- 14.8 Employees working on a part-time basis will be entitled to the same employment conditions and remuneration as full-time Employees, but, where appropriate, calculated on a pro rata basis.
- 14.9 Superannuation benefits/contributions will be applicable on a pro rata basis.
- 14.10 Overtime Rates of Pay will apply as per clause 19.

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## 15 SALARIES AND FINANCIAL BENEFITS

### Payment of salaries

- 15.1 Employees will be paid fortnightly on every second Wednesday (no later than close of Normal Business Hours) by electronic funds transfer into the Employee's bank, building society or credit union account.
- 15.2 In the event a payroll incorporating pay variations (for example, allowances and overtime) for any fortnight cannot be prepared and pay transferred to the Employees' financial institutions, a "standard base salary and allowances" payroll will be applied to ensure payment by close of Normal Business Hours on the relevant Wednesday.
- 15.3 HRP will state to each Employee in writing the amount of salary to which the Employee is entitled, the amount of deductions made from salary, and the net amount being paid. Such statements will include details of the balance of the Employee's annual leave, sick leave, carer leave, time-in-lieu, LSL and DILs.
- 15.4 HRP will facilitate Employee payroll deductions via electronic funds transfer to organisations and institutions agreed to by the Employee and HRP, provided that such organisations and institutions will accept such transfers.

### Pay structures

- 15.5 HRP will operate a pay structure comprising multiple levels depending on the pattern of work (ie 1x7 & 9DFN).
- 15.6 The classification structure is shown in Annexure A.
- 15.7 Progression is by application for a vacant position, interview and appointment to the post. Successful candidates will be paid at the training rate (where applicable) from commencement of training and then progress to the job rate on satisfactory assessment. Where there is no training level between two classifications in a career stream, then the rate for the job will be paid at all times.

### Annualised salaries

- 15.8 Annualised salaries are shown in Annexure B.
- 15.9 HRP's annualised salaries and leave entitlements reflect an average 36 hour working week.
- 15.10 An Annualised Salary consolidates base rates, penalty rates and standard allowances relevant to the classification and location of an Employee (see Annexure B).
- 15.11 Annualised Salaries will be used for all pay rate purposes, other than for the calculation of overtime.
- 15.12 An Employee will remain on the appropriate rate established for the Employee's position and location, unless the Employee is promoted, reclassified or, by agreement, relocated.
- 15.13 All redundancy payments are to be calculated on the basis of the Employee's Annualised Salary as shown in Annexure B to this Agreement.
- 15.14 Employees who are required to transfer temporarily to a new work location are required to complete one working day or one shift in that location before becoming eligible for the Annualised Salary applicable to the new location.
- 15.15 Any adjustments/allowances required because Employees have become eligible for additional entitlements (such as a higher duties allowance, because of a change in location or overtime), will be reconciled and paid on a fortnightly basis.

### Short notice for change of shift

- 15.16 HRP may require an Employee to change his/her rostered shift to meet HRP's operational requirements. These changes will not usually be made with short notice to the Employee. However, in the event HRP gives short notice (ie less than 72 hours), the Employee will be paid at twice the Normal Rate of Pay for the changed shift(s) until the expiry of the 72 hours.

## **Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023**

### **Allowances included in annualised salaries**

- 15.17 The following allowances and payments have been incorporated into Annualised Salaries as detailed in Annexure B:
- (a) travel time (paid in the mine for travel to work site from muster point);
  - (b) PH entitlements including penalty payments;
  - (c) electronic funds transfer reimbursement;
  - (d) power industry allowances (workshops, open cut, power station, coal handling);
  - (e) travel allowance (Latrobe Valley HRP to Morwell allowance);
  - (f) shift premiums;
  - (g) weekend penalties;
  - (h) annual leave loading;
  - (i) handover time; and
  - (j) any other allowances that would be applicable to the Employees under any modern awards that cover the Employees.

### **General provisions**

- 15.18 The following clauses are applicable to allowances other than those referred to in clause 15.17.
- 15.19 Employees are not entitled to an allowance for a duty already agreed to as part of their role.
- 15.20 Where multiple allowances are applicable to one job, HRP will pay only the highest of these allowances.
- 15.21 A prescribed allowance will be paid irrespective of the times at which the work is performed and will not (apart from when specifically nominated) be subject to any premium or penalty additions.
- 15.22 An Employee, who becomes eligible on a daily basis for a weekly allowance, will receive two-ninths of the weekly allowance per day.
- 15.23 A daily or shift allowance will be paid for any day or shift (or part of a day or shift) on which an Employee is entitled to such an allowance.
- 15.24 An hourly allowance will be paid for any hour (or part of an hour) on which an Employee is entitled to such an allowance.

### **Salary packaging**

- 15.25 HRP will facilitate salary packaging for Employees either directly or through an external service provider. Salary packaging will be made available on the basis that Employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. Net salary will be adjusted to reflect any upwards or downwards changes to fringe benefits tax or any new external fees or taxes associated with packaging.
- 15.26 Subject to taxation and other legislation and ATO guidelines, the non-cash component of an Employee's gross salary may constitute any or all of the following:
- (a) novated and/or associate leasing of motor vehicles;
  - (b) membership subscriptions of organisations or associations (for example, employee organisations); and
  - (c) other tax beneficial options available under Australian taxation laws.

### **Employee benefits**

- 15.27 If any legislative or other regulatory change relevant to these additional benefits adversely impacts on HRP or its Employees, HRP may cease provision of these benefits.

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- 15.28 Any additional benefits made available by legislative or regulatory changes during the term of this Agreement will be considered by HRP and, by agreement of the Parties, offered to Employees.

### Salary increases

- 15.29 Salary increases for Employees will occur in accordance with the following (and as reflected in the rates in Annexure B):

EFFECTIVE DATE OF INCREASE	INCREASE
1 December 2022	5.0%
From the first full pay period after 1 January 2024	4.0%
From the first full pay period after 1 January 2025	3.5%
From the first full pay period after 1 January 2026	3.5%
From the first full pay period after 1 January 2027	2.5%

- 15.30 The salary increase that is effective from 1 December 2022 will be backpaid in the first full pay period after the approval of the Agreement by the Fair Work Commission.
- 15.31 The salary increases on 1 January 2027 will only apply if a new enterprise agreement is not negotiated prior to the nominal expiry date of this Agreement. That increase will then be incorporated into any increase agreed to in connection with the negotiation of the new enterprise agreement.

### HRP Appointments

- 15.32 As a minimum, all appointments, whether from outside or inside HRP, will commence at the salary level of the classification of the work concerned. Appointments from outside HRP may include a probationary period that will not exceed five months.

### Higher duties

- 15.33 An Employee who carries out the duties of a higher classification for a continuous period of not less than four hours, will be paid at the rate for the higher position.
- 15.34 An Employee on higher duties will continue to be paid for such higher duties while on paid leave subject to the Employee resuming duties in the higher classification on completion of such leave.

### Availability

- 15.35 Where an Employee undertakes availability duty, an availability allowance will be paid equal to that amount shown in the table in Annexure B. Such availability allowance will be payable for the entire period the Employee is sharing in that availability.
- 15.36 Availability duty means that the Employee will be continuously available outside normal working hours. An Employee on availability duty will not be required to remain at home, but will ensure contact, by telephone or other means, and is available to take-up duty.
- 15.37 An Employee on availability duty who performs work at home or any place away from normal work places, in response to a telephone call or an alarm signal, will be regarded as being on overtime for the period or periods concerned. Work will include the making of necessary arrangements for other Employees to attend to or otherwise deal with the matter, or to give directions and/or instructions to other Employees. Payment will be made for a minimum of one hour at the appropriate Overtime Rate of Pay for such work, provided that for subsequent calls within one hour of a payment qualifying call, only one minimum payment will apply.
- 15.38 Employees will not be compelled to undertake availability.

### Travelling, board & incidental expenses

- 15.39 All reasonable travelling, meal and accommodation expenses incurred by an Employee, while on HRP endorsed business, will be reimbursed by HRP.

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- 15.40 An Employee who is temporarily required to work at a site away from the usual work place using a private motor vehicle will be paid a travelling allowance per kilometre of the return trip separating the normal place of work and the alternate place of work. This allowance will be calculated in accordance with the ATO car fringe benefits tax formula.
- 15.41 Time required to travel to and from an alternate work destination that is in excess of that time required to travel to and from the normal place of work will either be paid as overtime or such excess travel time will occur during ordinary hours of work.

### Meal allowances

- 15.42 Meal allowances will be paid in accordance with the Allowance Table (see Annexure B).
- 15.43 Meal allowances will not be payable during normal rostered hours or a rostered shift.
- 15.44 A meal allowance will be payable if an Employee is required to work for more than two hours in addition to normal rostered hours or a rostered shift. Further meal allowances will be paid for each additional four hours.
- 15.45 A meal allowance will be paid for every 4 hours worked of an overtime shift which is worked on an RDO.
- 15.46 A meal allowance will be payable if an Employee is required to work for not less than two hours in addition to the Employee's normal rostered hours or rostered shift, and a further meal allowance will be paid for each additional four hours.

### First-aid

- 15.47 HRP will ensure, as far as is practicable, that in all work locations there are appropriate first aid facilities and numbers of suitably trained persons to provide emergency treatment and life support for Employees suffering illness or injury at work.
- 15.48 All Employees are encouraged to obtain a Level 2 First Aid Certificate from a recognised training provider. On successful completion of any training approved by HRP, HRP will reimburse the Employee the cost of the training course.
- 15.49 HRP will pay an allowance as per the Allowance Table (see Annexure B) to one Level 2 First Aid Certificate holder who, in consultation with their Managers, demonstrate an active commitment to first aid by performing appropriate first aid duties outlined below and are appointed by the Company to be a Primary First Aid Officer.
- 15.50 Where the Primary First Aid Officer is on annual leave, long service leave or unpaid leave of greater than one roster block, the Company will appoint a Secondary First Aid Officer and that person will receive the first-aid allowance for shifts they work, while the Primary First Aid Officer is on leave.
- 15.51 The recipient of the First Aid Allowance may be directed to perform any/all of the following duties:
- (a) first aid treatment as required;
  - (b) weekly checking and re-stocking of designated first aid kits;
  - (c) provision of assistance, under supervision, as required, in first aid rooms or occupational health centres, when a major incident has occurred; and
  - (d) involvement in training for first aid emergencies.
- 15.52 HRP will provide additional first aid in the workplace as required by applicable legislation, regulations or codes as in force from time to time (currently the *WorkSafe Compliance Code: First Aid in the Workplace 2008*).

### Toxic material allowance

- 15.53 An Employee using toxic substances or materials of a like nature will be paid an allowance per hour while so engaged, as per the Allowance Table (see Annexure B).
- 15.54 For the purpose of this allowance, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system and will be deemed to be materials of a like nature.

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### **High pressure water to Crane allowance**

- 15.55 An Employee engaged in the operation of high pressure water through the mobile crane boom will be paid per hour whilst in operation as per the Allowance Table (see Annexure B). The allowance will be paid to the Employees actually involved in operating the machine.

### **Dual lift – cranes and forklifts**

- 15.56 Where any two or more cranes or fork-lifts or other approved lifting plant are engaged on any one lift, Employees will be paid an additional amount per day as per the Allowance Table (see Annexure B).

### **Responsible person (electrical)**

- 15.57 A person deemed acceptable under the ES Act who undertakes the role of a “responsible person” for purposes of a Certificate of Electrical Safety or to comply with the Electrical Safety Management System, will be paid as per the Allowance Table (see Annexure B) per day to acquit the obligations of that role.

### **High voltage allowance**

- 15.58 Operating and maintenance of exposed high voltage apparatus above 1000v (for example, pole switches, portable junction boxes and trailing cables, open bus work) will attract an allowance per day as per the Allowance Table (see Annexure B).
- 15.59 General movement of cables, junction boxes etc. does not entitle an Employee to this allowance.

### **Electrical inspection allowance**

- 15.60 An electrical tradesperson who is qualified as an Electrical Inspector (either a High Voltage or General Inspector) under the ES Act will be paid a rate inspection allowance for inspection work prescribed under the ES Act and also taking into account the requirements of the Electrical Safety Management System.

### **Allowance table**

The Allowance Table referred to in this Agreement is in Annexure B.

### **Temporary shift**

- 15.61 In the event HRP requires a Day Work Employee to temporarily work on a shift roster, the Employee will be paid the Normal Rate of Pay for the shift position.

### **Temporary Day Work for shift work employees**

- 15.62 From time to time Shift Work Employees move to day work for varying lengths of time due to:
- (a) work projects;
  - (b) secondments;
  - (c) training programs;
  - (d) redeployment; and
  - (e) work restrictions that prevent the Employee from fulfilling a normal Shift Work role.

On these occasions, the Employee will retain his/her existing rate of pay.

- 15.63 Use of annual leave and LSL and the accrual rates during periods of temporary day work will be subject to the following conditions:
- (a) while off the roster on temporary Day Work, the Employee works a 9DFN, but retains normal accrual rates;
  - (b) any annual leave or LSL is taken at eight hours per day in accordance with 9DFN arrangements; and

- (c) there are no extra entitlements if the Employee is required to work a 9DFN role on a PH.

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## 16 SUPERANNUATION

### Stapled fund

- 16.1 HRP will, at minimum, make the compulsory superannuation contributions required by superannuation guarantee legislation as amended from time.
- 16.2 Superannuation contributions will be made into a complying superannuation fund of the Employee's choice. Should an Employee fail to nominate a fund of choice and if the Employee does not have a 'stapled' superannuation fund, HRP will make contributions into its default fund, Equipsuper.

### Equipsuper

- 16.3 *Equipsuper* will continue as the default superannuation fund for Employees who are Division B and C members.

### Equipsuper rules

- 16.4 HRP will abide by the *Equipsuper* rules (as amended from time to time) for Employees who are members of Division B and C.
- 16.5 Where there is an inconsistency between *Equipsuper* rules and the provisions of this Agreement, the provisions of this Agreement will prevail.
- 16.6 Any amendment to the rules of *Equipsuper* that is detrimental to an Employee will not apply, except to the extent required by law.

### Membership options

- 16.7 Employees who are currently members of Division B will have the option of remaining in Division B or at any future stage transferring to Division C. Employees who are currently members of Division C will remain in Division C.
- 16.8 Employees who are members of Division B or Division C will have the option of supplementary membership of *Equipsuper* Division D or any other fund of their choice.

### Salary sacrificing contributions

- 16.9 Employees will have the option to salary sacrifice their superannuation contributions, regardless of the contribution rate or fund division.
- 16.10 Employees will have the right to vary their superannuation salary sacrifice arrangements and/or contribution rates up to the frequency of once per month.
- 16.11 Employees are responsible for ensuring they comply with any ATO rules (i.e. restrictions on the amounts of salary sacrifice per year) pertaining to salary sacrifice.

### Fund salary

- 16.12 The Fund Salary (or superannuation salary) of Employees for superannuation benefit purposes will be equal to their Annualised Salary shown in Annexure B.

### Final average salary

- 16.13 The Final Average Salary (also known as the Final Average Remuneration) for Division B and Division C members will be the Employee's average superannuation salary over his or her last year of membership.
- 16.14 In the unlikely event that HRP required any members of the Defined Benefit Superannuation Scheme (i.e Division B and Division C Members) to permanently change their Shift Roster and that this change affected their Final Average Salary (also known as their Final Average Remuneration), such that their superannuation benefit accrued to that date of change is affected by this change, HRP commits to working with employees and Equipsuper to ensure no windfall loss or gain occurs as a result of the change. Should this not be able to be resolved by Equipsuper through the Trust Deed and/or Participation

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Agreement, ENGIE will ensure that an employee does not suffer a financial loss to their Defined Benefit Superannuation accrued to that point.

### Accrual rates

- 16.15 Benefits for Division B and Division C members are defined in the *Equisuper* rules. However, the calculation of the benefit multiple accrual rates will be in accordance with clauses 16.16 to 16.18.

### Division B – pension multiple

- 16.16 For Division B, HRP will make employer contributions to ensure the pension multiples are achieved as follows:

- |     |                                  |          |
|-----|----------------------------------|----------|
| (a) | Membership period up to 30 years | - 0.0222 |
| (b) | Subsequent years                 | - 0.0066 |

- 16.17 For the purposes of Employees in accumulation funds and for all new Employees, HRP will contribute an employer contribution rate of 14.5% of the Annualised Salary to a nominated accumulation fund.

### Division C – accrued benefit multiple

- 16.18 For the defined benefit fund members (*Equisuper* Division C), HRP will make employer contributions to ensure the accrued benefit multiples are achieved as follows:

- |     |                             |         |
|-----|-----------------------------|---------|
| (a) | Employee contribution at 6% | - 0.210 |
| (b) | Employee contribution at 3% | - 0.150 |
| (c) | Employee contribution at 0% | - 0.090 |

### Accumulation fund members

- 16.19 For Employees who are members of Division D (or its successors) or members of a fund of their own choice, HRP will make contributions to the Employee's superannuation account equal to five per cent above the Federal Government superannuation guarantee rate.

### Member benefit statements

- 16.20 HRP will request *Equisuper* to issue member benefit statements for the periods ending 30 June each year.

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## 17 HOURS OF WORK

### Day Work

- 17.1 Day Work Employees will work a nine day fortnight Monday to Friday, with every second Monday being a SDO. However, if an Employee, of his or her own volition, requests to work a ten day fortnight, then HRP may approve such an arrangement, subject to compliance with clause 40.
- 17.2 Where a Monday SDO or a Friday SDO falls on a PH or a substitute PH, the SDO will be moved in accordance with clause 17.4.
- 17.3 Workgroups that require Monday to Friday coverage of certain roles will have some people taking their SDOs when others are at work and vice-versa (i.e. have a long weekend while others have a short weekend).
- 17.4 An SDO may be moved to another day by mutual agreement between the Employee and the Supervisor or Manager. In the absence of such mutual agreement, where an Employee works on their SDO, normal overtime provisions will apply.
- 17.5 The ordinary hours of work will be 36 hours per week averaged across the fortnight.
- 17.6 Times may be varied to suit specific occasions where there is agreement between the Employee concerned and the Employee's Supervisor or Manager.

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### *9DFN Corporate Administrative and Technical Classifications*

- 17.7 Ordinary hours of work for the 9DFN Corporate Administrative and Technical Classifications will be:
- (a) an average of 36 hours per week;
  - (b) 0730 hours start – 1600 hours finish.

### **Shift work**

#### *General*

- 17.8 The ordinary hours of work for Shift Workers are nominally 36 hours per week, averaged across the roster cycle.
- 17.9 For roster reliefs, rostered shift means a shift of which the Employee concerned has had at least 72 hours' notice.

#### *1X7 Services Group Shifts*

- 17.10 The 1x7 Services Group's shifts will involve a 28 day roster cycle of five calendar days rostered on, followed by four calendar days rostered off, followed by five calendar days rostered on, followed by five calendar days rostered off, followed by four calendar days rostered on, followed by five calendar days rostered off. Two crews (A and B) provide coverage for each day of the calendar, with one crew being rostered on while the other is rostered off. The cycle will operate such that each crew has two consecutive full weekends (Saturday and Sunday) rostered off per roster cycle.
- 17.11 The roster features are:
- (a) 10 hour, 18 minute, roster, 36.0 hour week;
  - (b) 0645 hrs start – 1703 hrs finish;
  - (c) 2 leg roster, 28 day cycle;
  - (d) 7 days per week coverage; and
  - (e) DDDD-----DDDDD----DDDDD----- (recurring).

#### *Overtime*

- 17.12 If a Day Worker or a Shift Worker is required to work a shift outside their normal working hours set out in this clause, the following will apply:
- (a) the employee will be paid at the rate set out in clause 19; and
  - (b) the Hazelwood Fatigue Management Policy will apply in these circumstances (but is not incorporated into this Agreement).

#### *Roster variation or new rosters*

- 17.13 Subject to clause 17.15, roster types, shift durations, shift commencement or completion times and roster patterns will not be changed during the life of this Agreement.
- 17.14 Subject to clause 17.15, shift rosters of types not in use at the date of approval of this Agreement by the FWC will not be implemented during the life of this Agreement.
- 17.15 If HRP wishes to make any of the changes referred to in clauses 17.13 and 17.14:
- (a) it must present details of the proposed change in writing to the Employees directly impacted by that change at least four weeks prior to implementing that change; and
  - (b) at the end of that four week period, a 75% majority of the Employees directly impacted by the proposed change must vote to approve the change.
- 17.16 Subject to the approval of the appropriate Supervisor, Employees may, by agreement between themselves, exchange shifts or days off or parts of days off. In those circumstances, the Employees concerned will be paid as if they work had worked according to the roster.

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### *Daylight savings*

- 17.17 Notwithstanding anything contained elsewhere in this Agreement, whereby reason of legislation, daylight saving time is prescribed as being in advance of the standard time and when a shift is affected by a change to or from daylight savings, the hours worked will be deemed to be the hours normally worked on that shift.

### **Absences**

- 17.18 Except where an Employee is on leave pursuant to the terms of this Agreement or the NES, an Employee who, without a reasonable cause, which is promptly communicated to HRP:

- (a) reports for duty after the appointed starting time;
- (b) fails to attend for duty; or
- (c) ceases duty before the appointed finishing time;

will lose pay for the time of such non-attendance, calculated to the nearest quarter of an hour.

### **Stand down of Employees**

- 17.19 HRP may stand down an Employee during a period in which the Employee cannot be usefully employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by HRP);
- (b) a breakdown of machinery or equipment, if HRP cannot reasonably be held responsible for the breakdown; or
- (c) a stoppage of work for any cause for which HRP cannot reasonably be held responsible.

- 17.20 Any stand down of an Employee due to the circumstances described above is subject to the following conditions:

- (a) HRP will consult with affected Employees and their nominated representatives about measures to avoid or mitigate the effect of the stand down prior to making a decision to proceed with the stand down;
- (b) an Employee may only be stood down when there is no work available in his or her usual classification, including reasonable alternate duties commensurate with the Employee's skills and competencies which may include work at another classification;
- (c) during a period of stand down, an Employee, through consultation with HRP, will be entitled to access any paid leave which they have accrued;
- (d) subject to operational requirements, any stand down will be equalised within the affected groups;
- (e) a stand down will not exceed four weeks in duration unless otherwise agreed by the affected Employees and their nominated representatives. These parties will meet after two weeks duration to discuss minimising the impact and duration; and
- (f) an Employee stood down under this clause will be treated for all purposes (other than payment of wages) as having continuity of Service and employment.

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## **18 MEAL BREAKS**

### **General**

- 18.1 An Employee will not be required to work for more than five hours without a break for a meal.
- 18.2 Day Work Employees will be entitled to a 30 minute unpaid meal break each day.
- 18.3 Shift Work Employees will be entitled to a 30 minute paid meal break per shift.

### Work which is continuous with ordinary hours

- 18.4 An Employee who is required to work overtime for not less than two hours, but not more than four hours, before or after working ordinary rostered hours, will receive during such overtime a meal break of 20 minutes which will count as time worked and a meal allowance.
- 18.5 Where the overtime is to continue after the fourth hour (and after each subsequent four hours), the Employee will receive a meal break of 20 minutes, which will count as time worked, and be paid a meal allowance.

### Called back to work at other times

- 18.6 An Employee who is required to return to work outside ordinary hours or on a Saturday, Sunday, PH, RDO or SDO, will receive, after the fourth hour (and after each subsequent four hours) a meal break of 20 minutes, which will count as time worked, and be paid a meal allowance.

### Tea or rest breaks

- 18.7 A paid morning tea break of 10 minutes will be allowed for all Day Work Employees.

### Facilities & provisions

- 18.8 Conditions/standards in relation to facilities and provisions will be maintained at accepted levels in place prior to the commencement of this Agreement. These conditions may be enhanced by agreement.
- 18.9 HRP will provide clean and hygienic facilities for Employees to heat meals and make hot drinks during meal and or tea breaks. During these times HRP will provide milk, sugar, tea, Milo (or an equivalent alternative), drinking water and coffee (decaffeinated and regular).

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## 19 OVERTIME

### General

- 19.1 All time worked by a Day Work Employee that is in excess of, or outside the spread of normal weekly hours, will be remunerated at twice the Overtime Rate of Pay.
- 19.2 Where a Day Work Employee is required to work periods of Shift Work (with no corresponding classification), the Employee will be paid twice the Overtime Rate of Pay for all hours outside the normal hours for a Day Work Employee.
- 19.3 Overtime worked on a PH will be paid at two and a half times the Overtime Rate of Pay.

### Shift Work Employees

- 19.4 All time worked by a Shift Work Employee which is in excess of or outside the spread of normal rostered hours, will be paid at twice the Overtime Rate of Pay, except when:
- (a) the time worked is by arrangement between Employees themselves;
  - (b) the time worked is for the purpose of effecting the customary rotation of shifts; or
  - (c) the time worked is on a PH or additional PH (see clause 20.10), when Employees will be paid two and a half times the Overtime Rate of Pay.

### Rest period

- 19.5 Employees are entitled to 10 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.
- 19.6 In exceptional circumstances (for example, urgent operational and emergency situations), HRP may request an Employee to resume work without having had 10 consecutive hours off duty. If HRP issues such a request, the Employee will be paid at double the Overtime Rate of Pay from resumption of work until released from duty.

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### Requirement to work reasonable overtime

- 19.7 Subject to the paragraph below, HRP may require an Employee to work reasonable overtime.
- 19.8 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) fatigue or any other risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the overtime;
  - (b) the Employee's personal circumstances (including family responsibilities);
  - (c) the overtime load on the Employee's workgroup and, in particular, the amount of overtime worked by other Employees within that workgroup and the importance of sharing evenly overtime among all Employees in that workgroup.
  - (d) any notice given by HRP of the requirement or request that the Employee work the overtime;
  - (e) any notice given by the Employee of the Employee's intention to refuse to work the overtime;
  - (f) the Employee's hours of work immediately before the Employee is required or requested to work the overtime; and
  - (g) any other relevant matter.
- 19.9 Before refusing to work overtime in accordance with clause 19.8, an Employee must consider the overtime load on the Employee's workgroup and, in particular, the amount of overtime worked by other Employees within that workgroup and the importance of sharing evenly overtime among all Employees in that workgroup.

### Call in and work back

#### *Early start/call in*

- 19.10 If an Employee is called in to work within three hours of his/her normal start time and provided the Employee has had a 10 hour break since his/her last shift, the Employee will be paid for a minimum of two hours' work and up to three hours' work at twice the Overtime Rate of Pay. Subject to assessment of fitness for work (having regard to Fatigue) by the Line Manager, in consultation with the Employee, the Employee will resume his/her normal shift (or part thereof) at the Normal Rate of Pay without the need for a 10 hour rest between the Overtime period and his/her normal shift.
- 19.11 Time worked in the circumstances specified in this clause will not be regarded as overtime for the purpose of a rest period (clauses 19.5 and 19.6), unless the actual time worked is more than three hours on such a call in or on each of such calls in.
- 19.12 If an Employee is called in outside normal working hours to work overtime, the Employee will be paid for a minimum of four hours' work at twice the Overtime Rate of Pay unless that Employee is paid an availability allowance (in accordance with clause 15.33).
- 19.13 HRP has the right to require four hours' work from the Employee on such occasions. These four hours will include time reasonably spent in travelling to and from the worksite.

#### *Work back*

- 19.14 An Employee who is required to work back beyond normal working hours will be paid a minimum of two (additional) hours at the Overtime Rate of Pay.

#### *Cancellation of overtime*

- 19.15 Where an Employee is called for overtime and HRP no longer requires the Employee to work the overtime:
- (a) If the cancellation has occurred with less than 72 hours' notice prior to the commencement of the shift, the Employee is entitled to four hours' overtime.

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- (b) If the cancellation occurs once the Employee is at work then, at the discretion of the Employee, they are entitled to four hours' overtime and a meal allowance or work the overtime.

### Transport of employees

19.16 Where an Employee has worked overtime and:

- (a) is suffering from Fatigue and concern exists for his or her ability to safely travel home; or
- (b) finishes work at a time when that Employee's normal mode of transport is not available (for example, a car pool);

HRP will provide transport of the Employee to and from the Employee's home and HRP.

### Time off in lieu of overtime

19.17 Subject to the excess leave management provisions in clause 24, Employees are entitled to nominate and receive overtime remuneration in any of the following forms:

- (a) all time off in lieu (for example, four hours overtime - eight hours' time off in lieu); or
- (b) 50% pay and 50% time off in lieu (for example, four hours overtime - four hours pay at the Overtime Rate of Pay plus four hours' time off in lieu).

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## 20 PUBLIC HOLIDAYS

### General

20.1 PHs will be determined in accordance with the following:

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, , Easter Monday, Easter Tuesday, Anzac Day, King's Birthday, , Melbourne Cup Day, Christmas Day and Boxing Day will be observed as PHs;
- (b) when Christmas Day is a Saturday or Sunday, a substitute PH in lieu thereof will be observed on 27 December;
- (c) all Day Work Employees will be entitled to these PHs without loss of pay;
- (d) PHs for Shift Work Employees are included in the annual leave entitlement and Annualised Salary;
- (e) for Day Work Employees, any PH to which an Employee is entitled without loss of pay occurring during a period of paid leave will not be regarded as part of the leave;
- (f) for purposes of overtime, PHs for Shift Work Employees are the day they fall on;
- (g) when New Year's Day is a Saturday or Sunday, an additional PH will be observed on the Monday;
- (h) when Boxing Day is a Saturday, an additional PH will be observed on the Monday, and when Boxing Day is a Sunday, an additional PH will be observed on the Tuesday;
- (i) when Australia Day, or Anzac Day is a Saturday or Sunday, a substitute PH in lieu thereof will be observed on the next work day;
- (j) where a PH is moved to a substitute day, and that substitute day is an SDO, the SDO will be moved to another day. Further, where an additional PH is declared or proclaimed on a day that is an SDO, the SDO will be moved to another day; and
- (k) where in the State of Victoria PHs are declared or proclaimed on days other than those set out in (a) above, those days will constitute additional PHs. In such case Day Work Employees will be entitled to time off without loss of pay.

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### **Absences before or after a PH**

- 20.2 If a Day Work Employee is absent from work on any part of the working day before or after a PH without Reasonable Evidence, or without HRP's consent, the Employee will not be entitled to payment for the absent working day.

### **Public holidays – Day Work Employee**

- 20.3 Day Work Employees will be entitled to time off without loss of pay for all PHs created in accordance with clause 20.1.
- 20.4 HRP may request an Employee to work on a PH. An Employee may refuse the request if the request is not reasonable.
- 20.5 A Day Work Employee will be remunerated at the rate of Double Time and a Half for all work performed on a PH.
- 20.6 Subject to the provisions in clause 24, where work is performed on a PH and payment is due, one day off in lieu may be substituted for a portion of the payment due with the balance of the payment being made in money where at least a normal day is worked.

### **Public holidays – Shift Work Employee**

- 20.7 Where an overtime shift commences before midnight on a PH and extends beyond the PH, the time so worked before midnight will not entitle the Employee to the PH rate, provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a PH and extending into a PH will be regarded as time worked on such PH.
- 20.8 For purpose of overtime, PHs for Shift Work Employees are the days on which they fall, not the gazetted substitute day.

### **Standard public holidays**

- 20.9 Shift Work Employees will not be entitled to any additional payment in respect of PHs created under clause 20.1 except where overtime is worked, in which case the Employee will be remunerated at two and a half times the Overtime Rate of Pay for the full shift.

### **Additional public holidays**

- 20.10 In respect of PHs created under clause 20.1(k), Shift Work Employees will be entitled to the following, in addition to their normal pay:
- (a) a Shift Work Employee who is rostered off will at the discretion of the Employee, be entitled to an additional 10 hours 18 min pay at the normal rate;
  - (b) a Shift Work Employee who was rostered off, but works overtime on the PH will, at the discretion of the Employee, be entitled to:
    - (i) two and half the Overtime Rate of Pay for all time worked; or
    - (ii) subject to the excess leave management provisions in clause 24, one and a half the normal rate plus a leave credit in lieu of hours worked; or
    - (iii) subject to the excess leave management provisions in clause 24, two and half times the hours worked in leave credit; and
  - (c) A Shift Work Employee who is rostered on and works a normal rostered shift will be entitled to an additional 10 hours 18 min pay at the Normal Rate of Pay.

### **Public holidays – availability duty employee**

- 20.11 An Employee rostered for availability duty on a PH (defined under clause 20.1) will receive, in addition to their normal day's pay:
- (a) time and a half of the Normal Rate of Pay for all work performed within their normal hours; and
  - (b) double time and a half of the Normal Rate of Pay for all overtime worked outside of their normal hours of service.

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## 21 CARER'S AND SICK LEAVE

### **Paid carer's leave**

- 21.1 The Parties acknowledge that the NES provides that Employees are entitled to progressively accrue 10 days/shifts of paid carer's and sick leave per year of Service. Under the Act, any carer's or sick leave taken reduces the accumulated balance of that leave.
- 21.2 As a result of HRP's provision of No Debit sick leave (see below), there is a need to establish a basis for calculating the carer's leave accrual for each Employee. To achieve this, the concept of a "Notional Carer's Leave Accrual" has been introduced.
- 21.3 An Employee's Notional Carer's Leave Accrual is the Employee's carer's and sick leave accrual since 1 January 2010, minus any carer's or sick leave actually taken, including sick leave taken under HRP's No Debit sick leave scheme.
- 21.4 An Employee requesting carer's leave must notify HRP as soon as practicable of the requirement to take carer's leave, including the expected period of carer's leave.
- 21.5 An Employee taking carer's leave must provide HRP with Reasonable Evidence that satisfies HRP that the Employee is required to provide care and support to a member of the Employee's Immediate Family or Household because of that member's personal illness, injury or unexpected emergency.
- 21.6 If an Employee has exhausted his/her entitlement to paid carer's leave that has accrued under the NES (ie the Employee's Notional Carer's Leave Accrual Balance has become zero), the Employee will be entitled to take two days' unpaid carer's leave for each occasion when a member of the Employee's Immediate Family or Household requires care or support because of an illness, injury or unexpected emergency which affects that member.
- 21.7 Where an Employee's Notional Carer's Leave Accrual becomes zero, additional paid or unpaid leave may also be provided by HRP at its discretion.

### **No debit sick leave scheme**

- 21.8 In addition to the NES sick leave entitlement, Employees will be entitled to sick leave via a "No Debit" sick leave scheme provided by HRP.
- 21.9 An Employee's No Debit sick leave entitlement incorporates the Employee's entitlement to paid sick and carer's leave under the NES (see clauses 21.1 to 21.7 in relation to carer's leave).
- 21.10 As part of this scheme it is the responsibility of HRP to treat Employees fairly, in a professional manner, to respect Employees' privacy and confidentiality, and to take reasonable measures to ensure their timely return to meaningful work at HRP.
- 21.11 Under the No Debit sick leave scheme, both Employees and HRP have rights and obligations.
- 21.12 HRP's rights (and Employees' obligations) extend to requiring:
- (a) Employees to maintain acceptable standards of attendance;
  - (b) prompt notifications of absences due to illness and/or injury; and
  - (c) prompt provision of acceptable evidence for absences.
- 21.13 Employees' responsibilities extend to:
- (a) working co-operatively with Management in providing appropriate and timely medical advice from their treating medical practitioners; and
  - (b) actively participating in assessments by independent medical practitioners/specialists/rehabilitation consultants on the agreed panel (see below), whenever requested by HRP.
- 21.14 An Employee who is absent from work on sick leave will be entitled to a paid leave of absence, subject to the conditions and limitations set out in the following clauses.

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- 21.15 An Employee may take paid sick leave if the leave is taken because the Employee is not fit for work because of a personal illness or injury affecting the Employee.
- 21.16 Employees with injuries/illnesses subject to legislative schemes (ie workers' compensation and transport accidents) will be subject to clause 36.
- 21.17 An Employee on sick leave must make every effort to advise his/her immediate Supervisor or, failing this, the work location, of the absence and an estimated duration of the absence, before the beginning of each shift/day.
- 21.18 An Employee who has given HRP notice of the taking of sick leave must, if required by HRP, give HRP evidence that the leave is taken because the Employee is not fit for work because of a personal illness or injury affecting the Employee, except that no evidence is required for an absence of up to three days or if such absences do not exceed one week in the aggregate in any one year of service.
- 21.19 The reference to "one week in the aggregate" in relation to sick leave without evidence will mean:

TYPE OF SHIFT	ONE WEEK IN THE AGGREGATE
Day Work	5 work days
1x7 Shift Work	5 shifts

- 21.20 Any abuse of these sick leave provisions will be handled in accordance with the discipline procedure (clause 31).
- 21.21 Where an Employee's sick leave record would be regarded by a reasonable person as unsatisfactory, the appropriate Manager will meet with the Employee and his/her representative (as nominated by the Employee) and the Manager will then determine whether arrangements should be made for the Employee to be examined by an independent registered health practitioner. If the Manager then schedules such an examination, the examination will count as time worked and associated expenses will be paid by HRP.
- 21.22 Employees returning to work after an absence on account of personal illness or injury will be deemed fit for work unless evidence is produced to the contrary. In these circumstances Employees will not be required to produce medical evidence of fitness for work.
- 21.23 Employees are required to participate actively and genuinely in all rehabilitation processes approved by an independent medical practitioner/specialist/rehabilitation consultant.
- 21.24 HRP will ensure that Employees are aware of their rights to have an independent representative present in any meetings.
- 21.25 HRP has the right to take disciplinary action if these requirements are not met, including cessation of No Debit sick leave (in excess of any entitlement under the NES) for any offending Employee.

### **Agreed Panel**

- 21.26 The Parties will maintain an agreed panel of independent medical practitioners, specialists and rehabilitation consultants.

### **Recording of sick leave**

- 21.27 On an Employee returning to work, it is the Employee's responsibility to submit a sick leave application in accordance with HRP processes, with appropriate evidence (see clause 21.31), when required, to cover the period of absence.

### **Sick leave during annual leave or DIL**

- 21.28 If an Employee is ill or injured while on annual leave or on a DIL, the annual leave or DIL will be re-credited on production of a medical certificate.

### Sick leave during LSL

- 21.29 An Employee who becomes ill or is injured for a period of seven consecutive days or more while on LSL, will be granted sick leave during the currency of the illness or injury.
- 21.30 This sick leave absence will be re-credited to the LSL accrual on production of medical certificates.

### Proof of personal illness

- 21.31 Proof of personal illness or injury is a certificate from a qualified medical practitioner or, where relevant, a dentist, physiotherapist, pathologist, chiropractor, radiologist/radiographer, osteopath, clinical psychologist or audiologist.

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## 22 FAMILY VIOLENCE LEAVE

- 22.1 For the purposes of this Agreement, family violence is defined as:
- (a) Behaviour by a person towards a family member of that person if that behaviour—
    - (i) is physically or sexually abusive; or
    - (ii) is emotionally or psychologically abusive; or
    - (iii) is economically abusive; or
    - (iv) is threatening; or
    - (v) is coercive; or
    - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
  - (b) Behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.
- 22.2 HRP recognises that employees sometimes face situations of violence or abuse in their personal life which may affect their attendance or performance at work and is committed to providing support to employees subjected to family violence by:
- (a) Being understanding of the traumatic nature of family violence and supporting the employee if they have difficulties performing their tasks at work; and
  - (b) HRP must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided in relation to a request to take family violence leave will be treated confidentially, as far as it is reasonably practicable to do so. However nothing in this clause prevents HRP from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- 22.3 An employee who is the victim of family violence will be provided with access of up to five (5) days paid domestic and family violence special leave per year (non-accumulative) for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to other existing leave entitlements (such as annual and personal leave) and may be taken as consecutive or single days or as a fraction of a day.
- 22.4 Employees will 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.

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## 23 PAID PARENTAL LEAVE

### NES entitlement

- 23.1 Employees are entitled to parental leave in accordance with the NES.
- 23.2 The following provisions are intended to supplement the NES.

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### **Entitlement to paid parental leave**

- 23.3 Paid parental leave is provided to ensure that Employees who require time off work to give birth and/or care for a child have the opportunity to return to their employment and resume their career.
- 23.4 The following provisions will apply in relation to maternity, paternity and adoption carer leave.
- 23.5 Following introduction of the Federal Government's PPLS on 1st January 2011, eligible Employees are entitled to receive 18 weeks' pay at the level of the National Minimum Wage. From 1 January 2013, the PPLS also provided for two weeks "Dad and Partner Pay" at the level of the National Minimum Wage.
- 23.6 In addition to the PPLS entitlement, eligible Employees will be entitled to Primary Carer's leave of 17 weeks and Secondary Carer's leave of 3 weeks.

### **Eligibility guidelines**

- 23.7 To be eligible for paid parental leave beyond the PPLS entitlement, Employees must be full-time or permanent part-time Employees with at least 12 months' continuous Service with HRP.
- 23.8 The Primary Carer is required to provide to the relevant Manager the following:
- (a) a medical certificate stating the expected date of birth of the child or the anticipated date of confinement of the mother or the date of adoption; and
  - (b) a statutory declaration and/or medical certificate and/or other appropriate evidence which supports that the partner is unable to perform the function of primary care giver (ie unable to provide care to the child on a continuous basis due to work, study, medical condition or other compelling reason). Evidence that this role is being performed may be required on an on-going basis.
- 23.9 It is the Employee's responsibility to immediately inform the relevant Manager if the Employee ceases to perform the primary care giver role prior to the expiry of the paid leave period. In such circumstances, the parental leave payments will be stopped from the date that role ceases.
- 23.10 Where a Primary Carer and Secondary Carer are both Employees of HRP, four weeks of the paid period may be used by the Secondary Carer at the time of confinement of the Primary Carer on production of a certificate from a registered medical provider specifying the name of the partner and date of birth or adoption.

### **Taking paid Primary Carer leave**

- 23.11 A period of paid Primary Carer leave may commence up to six weeks prior to the expected date of delivery.
- 23.12 If the birth occurs more than six weeks prior to the expected date of delivery, the period of paid parental leave will commence from the actual date on which the Employee first proceeds on paid maternity leave.
- 23.13 Any public or other statutory holiday or RDO that falls within the period of paid parental leave will be counted as paid parental leave.
- 23.14 Where the pregnancy of an Employee terminates earlier than 20 weeks prior to the expected date of delivery, the entitlement to paid leave under this Agreement will cease.
- 23.15 Absence on paid Primary Carer leave will count as Service for pay increments, carer's, sick, annual and LSL purposes.
- 23.16 Other paid leave may only be taken at the beginning or end of Primary Carer leave.
- 23.17 During a period of paid parental leave, HRP will continue to provide statutory (ie compulsory) superannuation contributions.
- 23.18 Once parental leave has commenced, the Employee may shorten the period of leave by giving 14 days' written notice.

**Paid adoption carer leave**

- 23.19 An Employee who, immediately before the placement of a child aged less than 6 years, makes a statutory declaration that he/she is the adoptive parent of, or has accepted responsibility for the care of the child, will be eligible for paid leave on the same basis as Primary and Secondary Carers, provided such paid leave will commence within three weeks of the placement of the child.
- 23.20 Absence on paid adoption leave will count as Service for carer’s, sick, annual and LSL purposes.
- 23.21 An Employee, who is seeking to adopt a child, will be eligible for up to two days leave without pay to attend compulsory interviews or examinations that are part of the adoption procedure.

**24 ANNUAL LEAVE**

**Annual leave entitlements**

- 24.1 Employees are entitled to annual leave in accordance with the NES.
- 24.2 The following provisions are intended to supplement the NES.
- 24.3 Employees are entitled to paid annual leave as detailed in table below. This entitlement will accrue progressively.

TYPE OF SHIFT/CATEGORY	ANNUAL LEAVE CREDIT
Day Work	19 days
1x7 Shift Work	27 shifts

- 24.4 An Employee engaged in one of the above categories for only part of a month, will be entitled to accrue annual leave in accordance with that category on a pro rata basis.
- 24.5 It is expected that Employees will take their accrual of annual leave each year.

**Conditions**

- 24.6 Applications for annual leave must be made in accordance with HRP processes and must be approved before the leave is taken.
- 24.7 Applications for annual leave, other than Shift Work Annual Preference Leave (in accordance with the applicable working arrangements), will be processed such that applicants receive confirmation of the granting or rejection of the application within 14 days of the prescribed application form being submitted.
- 24.8 HRP must not unreasonably refuse to agree to a request by an Employee to take annual leave.
- 24.9 Any PH to which an Employee is entitled without loss of pay and which occurs during a period of paid leave, will not be regarded as part of that leave.
- 24.10 Annual leave will continue to accrue during all forms of paid and approved unpaid (up to 150 hours) leave.
- 24.11 Any period of carer’s and sick leave taken in accordance with clause 21 or special leave taken in accordance with clause 25, occurring during a period of paid annual leave, will not be regarded as part of the annual leave.

**Excess leave management**

- 24.12 The calculation of an Employee’s Excess Leave will be in accordance with the table below.
- 24.13 For purposes of excess leave management, an Employee’s leave balance will be the total of the Employee’s accrued annual leave balance and accrued days in lieu balance. Days in excess of the Maximum Accruable Leave balance as indicated in the table below will be classified as Excess Leave.

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EMPLOYEES	WORK TYPE	ANNUAL LEAVE ENTITLEMENT (DAYS/SHIFTS)	MAXIMUM ACCRUABLE LEAVE BALANCE
Day Work	9DFN	19	40
Shift Work	1 x 7	27	60

- 24.14 Employees are encouraged to take sufficient annual leave to ensure a minimum of a consecutive two week break as part of their annual leave.
- 24.15 If an Employee has an accrued leave balance below the level of the Maximum Accruable Leave (specified in the table above), then the Employee will be required to take leave of a minimum of 16 shifts for Shift Work Employees and 14 days for Day Work Employees (provided that amount of leave has accrued at the time of the direction to take leave).
- 24.16 If an Employee has an accrued leave balance in excess of the Maximum Accruable Leave (specified in the table above), then the Employee will be required to take leave of at least 24 shifts for Shift Work Employees and 18 days for Day Work Employees.
- 24.17 If an Employee does not meet his/her obligations to take leave as specified above, then the following process will apply:
- (a) the Employee's Supervisor will notify the Employee in writing that he/she has not taken sufficient annual leave;
  - (b) during the subsequent four week period, the Employee must work with the Supervisor to have annual leave application(s) approved according to any leave rules governing the number of personnel off at any one time. The Supervisor is to take into account the Employee's specific future annual leave requirements while abiding by the roster/leave rules; and
  - (c) should no annual leave application be received and approved within this period, HRP may direct the Employee to take annual leave up to the amounts prescribed above, provided the Employee is given at least one month's advance notice.
- 24.18 An Employee will not be entitled to withdraw a leave application or cancel any leave approved under clause 24.17 without his/her Supervisor's or Line Manager's permission. That permission will only be granted if the Employee submits another leave application for the equivalent number of hours of leave and which is otherwise acceptable to the Supervisor or Line Manager.
- 24.19 Employees will be able to accrue a maximum balance of 10 DIL's providing they do not exceed the Maximum Accruable Leave balances prescribed in the above table.

### Payment for leave

- 24.20 Employees will be paid their Normal Rate of Pay while on annual leave.
- 24.21 An Employee who is receiving an allowance or being paid a temporary higher duties allowance will continue to be paid these allowances for the duration of the authorised absence on annual leave, provided the Employee resumes the duties which entitled the Employee to that allowance immediately following the period of leave.

### Cashing out leave

- 24.22 An Employee may, with HRP's consent, cash out a portion of his/her annual leave accrual, provided that at no stage the Employee's accrual falls below 144 hours.
- 24.23 Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Employee and HRP.
- 24.24 When an accrual of annual leave is cashed out, the Employee must be paid the full amount that would have been payable to the Employee had the Employee taken the leave (including the employer contribution to superannuation) that the Employee has foregone.

## **25 SPECIAL LEAVE**

25.1 Special leave covers matters such as:

- (a) compassionate leave;
- (b) attendance in court;
- (c) Defence Force Leave;
- (d) paid education leave;
- (e) emergency service leave;
- (f) leave without pay; and
- (g) any other agreed circumstances.

### **Compassionate leave**

25.2 An Employee is entitled to a period of two days or shifts of paid compassionate leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's Household:

- (a) dies;
- (b) contracts or develops an unexpected critical personal illness that poses a serious threat to their life; or
- (c) sustains a personal injury that poses a serious threat to his or her life.

25.3 Where the spouse or child of an Employee is concerned, HRP will grant one week of compassionate leave for Day Workers, one block of five shifts for 1x7 Shift Workers.

25.4 This entitlement is also available for an Employee on annual leave or LSL.

### **Jury duty**

25.5 An Employee required to attend for jury duty on a SDO or RDO and who does so for more than one day, will be granted the equivalent time off to be taken as soon as possible (subject to roster or leave rules) after the attendance for jury duty.

25.6 An Employee called for jury service will be granted leave with make-up pay for this purpose and may retain the amount received as jury fees.

25.7 To obtain approval for this leave, a leave application must be supported by the notice that the Employee is required to attend court.

25.8 On return to work, the Employee must submit an attendance certificate obtained from the Clerk of the Court (or equivalent official).

25.9 An Employee not required to sit on the jury is expected to return to duty during working hours where possible.

### **Attendance at court**

25.10 An Employee subpoenaed to attend Court as a Crown witness will be granted leave without loss of pay.

25.11 An Employee required to attend Court as a Crown witness on a SDO or RDO and who does so for more than one day, will be granted the equivalent time off to be taken as soon as possible (subject to roster or leave rules) after the attendance at Court.

25.12 An Employee subpoenaed to attend Court other than as a Crown witnesses will be granted:

- (a) leave without pay or, at his/her option (and provided he/she has sufficient leave accrued), be granted annual leave for the period involved; or
- (b) leave without loss of pay where such Employee is required to give evidence because of his/her expertise in connection with employment by HRP.

### **Attendance at WorkCover cases**

- 25.13 An Employee who is required to attend a WorkCover hearing as a witness will be regarded as being on duty for the period concerned. In the case of a Shift Worker required to attend on an RDO, arrangements will be made to grant a day in lieu of payment for attendance on that day.

### **Defence Force Reserves training**

- 25.14 Employees who are members of the Defence Force Reserve may be granted two weeks leave with pay to attend an annual training camp. Evidence of attendance is required. An additional four days/shifts may be granted if the Employee is required to be in the advance or rear parties for such camp. Evidence of this is also required.
- 25.15 In addition to the above, Employees who are to become members of the Defence Force Reserve and who are required to attend basic training, will be granted leave with pay to attend the basic training camp.
- 25.16 Employees may be granted leave without pay to attend two schools or classes per year, providing they have not attended a basic training camp in the current calendar year.

### **Emergency service leave**

- 25.17 When an Employee is a member of a voluntary organisation which is called on by the Government or Victorian Police under the State Emergency Management Plan to assist in fire fighting, flood operations or other emergency operations, that Employee will be released (without loss of pay) subject to:
- (a) operational requirements allowing the Employee to be released from his/her position;
  - (b) the Employee being able to demonstrate that his/her services are actually required; and
  - (c) the Employee providing proof of attendance (if requested).
- 25.18 Approval to attend emergency operations will not be unreasonably withheld.

### **Paid education leave**

- 25.19 Subject to an Employee undertaking an approved course of study, HRP may, at its discretion, grant time off without loss of pay for examinations/study.

### **Union training**

- 25.20 Up to four elected delegates from each of the Unions, selected by the Unions to attend union training, will be entitled to a maximum of three days/shifts paid leave per calendar year for that purpose, provided that operational requirements permit the granting of such leave or HRP is provided with two weeks' notice of the requirement.
- 25.21 Union training leave will count as Service for all purposes.
- 25.22 HRP will not be liable for payment of travelling, accommodation and other associated costs incurred by Employees while attending union sponsored courses.
- 25.23 The number of days for union training may be increased by agreement with Management in specific circumstances (for example, new delegates may require additional days).

### **Leave without pay**

#### *General*

- 25.24 Leave without pay may be granted by HRP at its sole discretion.
- 25.25 A grant of leave without pay will be conditional on:
- (a) the Employee first exhausting his/her annual leave entitlement; and
  - (b) in the case of leave without pay of more than 150 hours/20 working days, the Employee signing an agreement with HRP and the relevant superannuation fund regarding cessation of employer superannuation contributions during the period of leave, prior to commencing the leave.

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- 25.26 Leave without pay for two years or more for personal reasons will not be granted.
- 25.27 HRP is not required to make superannuation contributions with respect to Employees on leave without pay.
- Leave without pay - 150 hours or less*
- 25.28 Benefits dependent on service will continue to accrue during approved leave without pay periods.
- 25.29 During periods of approved leave without pay, Employees are required to maintain payments to their superannuation fund. Employees are required to notify their superannuation fund of impending absences and to make satisfactory arrangements regarding continuation of contributions.
- Leave without pay - more than 150 hours*
- 25.30 Benefits dependent on service will cease to accrue during these approved leave without pay periods.
- 25.31 During these periods, HRP will not make employer contributions to the Employee's superannuation fund.
- 25.32 The Employee will be required to reach an agreement with the relevant superannuation fund in relation to the maintenance of superannuation contributions during the leave period.

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## 26 LONG SERVICE LEAVE

### Definitions

- 26.1 For the purposes of LSL, "Service" includes:
- (a) any period of absence as a result of an injury by accident arising out of and in the course of employment of up to 130 weeks; and
  - (b) any period which HRP may declare in respect of any Employee to be additional "service" in which case that Employee's service will be considered to include the period so declared (for example, HRP scholarship holders who, on completion of the Scholarship, become Employees, would have the period of the Scholarship treated as Service).

### LSL entitlements

- 26.2 On completion of five years' Service, 6.5 weeks LSL will be credited, with a further 1.3 weeks of LSL for each additional year of Service.
- 26.3 Access to LSL will be available after five years of Service.
- 26.4 LSL not taken will be cumulative.
- 26.5 Annual leave will accrue during LSL.
- 26.6 Any periods of LSL do not release Employees from their obligations outlined under the Excess Leave management provisions (clauses 24.12 to 24.19).

### Main conditions

- 26.7 Applications for LSL must be made in the prescribed format at least one month before the date on which the Employee intends commencing the LSL and must be approved by the Local Manager before LSL is taken.
- 26.8 All LSL applications for absences exceeding two months will require the Chief Executive Officer's (or the nominated delegate's) approval.
- 26.9 Applications for LSL will be processed such that applicants receive confirmation of the granting or rejecting of the application, generally within ten days (or as soon as possible) of the prescribed application form being submitted.

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- 26.10 Unless otherwise approved by HRP, any period of absence in respect of LSL will be not less than one week and will be in respect of not less than 36 hours of the Employee's accrued entitlements.
- 26.11 An Employee may, on notifying HRP before the LSL is commenced, convert their LSL credit (or part of that credit) into:
- (a) a period of LSL equal to double the LSL credit (or part of that credit) with half the Normal Rate of Pay for the period of approved absence; or
  - (b) a period of LSL equal to half the LSL credit (or part of that credit) with double the Normal Rate of pay for the period of approved absence.
- 26.12 Any periods of LSL do not release Employees from their obligations outlined under the Excess Leave management provisions (clauses 24.12 to 24.19).
- 26.13 Any PH to which an Employee is entitled and which occurs during a period of LSL will not be regarded as part of the LSL.
- 26.14 All forms of leave will accrue in respect of a period of absence on LSL.

### Payment for LSL

- 26.15 Except as provided elsewhere in this Agreement, payment of salary during any period of LSL will be made to an Employee at the Normal Rate of Pay in the same manner as if the Employee had continued working, provided that any variation in the rate of pay occurring during the absence on LSL will be taken into account from time to time as it occurs.
- 26.16 An Employee who is receiving an allowance or being paid a temporary higher duties allowance will continue to be paid these allowances for the duration of the authorised paid absence on LSL, provided that the Employee resumes duties at the higher level immediately following the period of leave.
- 26.17 If desired by the Employee concerned, payment for LSL will be made in advance at the Normal Rate of Pay applicable on the day when LSL is commenced, provided that where payment for LSL is made in advance, any variation in the rate of pay occurring during the absence on LSL will be adjusted at the conclusion of the period of LSL. Payment in advance will not be made prior to the LSL becoming due.
- 26.18 Payment in lieu of LSL will not be made except to give effect to clause 26.11.

### Carer's and sick leave during LSL

- 26.19 Carer's and sick leave will be granted to Employees absent on LSL provided Reasonable Evidence is produced in accordance with the requirements set out in clause 21.5 and an equivalent period of LSL will be re-credited or the Employee's period of absence extended.

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## 27 CONSULTATION OVER CHANGE

- 27.1 If HRP:
- (a) makes a definite decision to implement a major change that is likely to have a significant effect on Employees; or
  - (b) proposes a change to Employees' regular roster or ordinary hours of work,
- HRP must consult with any Employees who will be affected by the decision inclusive of any representative(s) nominated by the Employees.
- 27.2 HRP must discuss with the affected Employees (inclusive of any representative(s) nominated by the Employees):
- (a) the introduction of the change;
  - (b) the effect the change is likely to have on the Employees; and
  - (c) measures to avert or mitigate the adverse effect of the change on the Employees.

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- 27.3 For purposes of these discussions, HRP will provide the relevant Employees (inclusive of any representative(s) nominated by the Employees) in writing:
- (a) all relevant information about the change including the nature of the change proposed;
  - (b) information about the expected effects of the change on the Employees; and
  - (c) any other matters likely to affect the Employees,
- provided that disclosure of relevant information does not compel HRP to breach any confidentiality requirements.
- 27.4 HRP must invite Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 27.5 HRP must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 27.6 As soon as practicable after making a definite decision, HRP must notify the Employees affected (inclusive of any representative(s) nominated by the Employees), in writing, and explain the effects of the decision.
- 27.7 HRP must act in good faith in relation to the consultation process provided in this clause. "Good faith" includes obligations to meet, disclose relevant information (other than commercially sensitive information), genuinely consider proposals and respond with reasons.
- 27.8 Until consultation has been completed, the relevant parties will respect the status quo. "Status quo" means that during the period of consultation, from the time when the matter first arises until the time consultation has been completed, the Employees concerned must continue to perform their work as they would normally, unless the performance of that work would place at risk the health or safety of the Employees. In that event, the Employees must comply with a direction by HRP to perform other work, provided that work is safe for the Employee to perform.
- 27.9 In this clause "a major change is likely to have a significant effect on Employees" if it results in:
- (a) the termination of employment of Employees;
  - (b) a major change to the composition, operation or size of HRP's workforce or to the skills required of Employees;
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (d) the need to relocate Employees to another shift or job classification;
  - (e) the restructuring of production and/or maintenance jobs; or
  - (f) the introduction of significant new technology/plant into the Business.
- 27.10 An Employee may choose a representative of their choice for the purposes of this procedure.

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## 28 CONSULTATIVE COMMITTEE

- 28.1 The CC has been established to play a role in cooperation and to facilitate consultation between Employees, Unions and Management and to increase the effectiveness and performance of HRP and to enhance the development and effectiveness of its Employees. A CC made up of one delegate from each Union and Management will aim to meet quarterly.

### Introduction of new technology

- 28.2 Any introduction of significant new technology will only occur after consultation and agreement between the Parties. However, where agreement cannot be reached, the matter may be dealt with via the dispute resolution procedure in clause 30.

## **29 LOCAL APPEALS PANEL**

### **Introduction**

- 29.1 LAPs will ensure that when Employees believe they have been victimised or otherwise treated unfairly, there is the right to a fair hearing.

### **Use of an LAP will be formed**

- 29.2 The LAP is formed to address issues that may arise from the application of the following provisions:

- (a) the discipline procedure (clause 31);
- (b) employment security (clause 10);
- (c) the management of long-term illness/injury procedure (clause 36);
- (d) the complaints and grievance procedure (clause 32); and
- (e) MIP (clause 12).

### **LAP make-up and operation**

- 29.3 An LAP will be comprised of:

- (a) a local Management representative;
- (b) an Employee representative (chosen by the Employee); and
- (c) a Human Resources Manager.

- 29.4 The Human Resources Manager will chair LAP meetings and will facilitate discussions within the LAP, but has no role in making a decision.

- 29.5 The LAP will investigate all relevant aspects of the appeal and make recommendations, as required, to the Department Manager.

- 29.6 The LAP will take all relevant information it deems necessary into account and can request to interview any person that may be able to assist in the appeal.

- 29.7 The LAP will meet within 10 working days of the appeal being made and will provide a copy of its findings to the Employee and Department Manager within five working days after completion of the LAP's investigation.

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## **30 DISPUTE RESOLUTION PROCEDURE**

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

### **STEP 1**

- (a) The matter will in the first instance be discussed between the employee/s and the immediate supervisor involved. If the matter remains unresolved,

### **STEP 2**

- (b) It will be referred for discussion between the employee's representative (as nominated by the employee), the HRP site manager and the Company's HR representative (as nominated by the Company). If the matter remains unresolved;

### **STEP 3**

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

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### STEP 4

- (d) It may be referred to Fair Work Commission for conciliation or arbitration (in accordance with sub-class 30.4 - 30.8). Either party may refer the dispute to the FWC at any stage of the dispute in the interest of speedy resolution of the dispute; however, as a general principle the Parties will make all reasonable endeavours to resolve disputes at the lowest level possible.
- 30.2 During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings before the FWC, the status quo ante or 'normal work' shall continue, unless the maintenance of status quo ante or performance of normal work would place at risk the health or safety of the employee(s) concerned, provided that the dispute is resolved as expeditiously as possible. No party to the dispute shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph. Where there is a risk to the health or safety of the employee(s) concerned, the Parties shall agree on other arrangements that may be required so as not to prejudice the outcome of the dispute resolution process.
- 30.3 'Normal work' means the work normally performed by an employee and "status quo ante" means the circumstances existing immediately prior to the change or circumstance leading to the proposed change which resulted in the dispute arising. In circumstances where there is a dispute concerning proposed changes, the work or management practices in place immediately before the introduction of those changes will remain in place until resolution of the matter under this disputes procedure.

### FINAL STEP PROCESS

- 30.4 Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, FWC may resolve the dispute by arbitration.
- 30.5 In exercising its role under this clause, the FWC shall exercise powers necessary to conciliate or arbitrate the matter/s in dispute.
- 30.6 It is a term of this Agreement that the parties will be required under this dispute settlement procedure to:
- (a) attend conciliation conferences and hearings;
  - (b) produce relevant documents and other material (subject to appropriate safeguards for commercial-in-confidence documents);
  - (c) make available any witness that the FWC, believes is reasonably necessary.
- 30.7 Without limiting the generality of the foregoing, the FWC may exercise any powers reasonably incidental to the exercise of conciliation and/or arbitration functions under this clause.
- 30.8 A party may appeal a decision of the FWC in accordance with the Act.

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## 31 DISCIPLINE AND BEHAVIOUR

- 31.1 This procedure applies if one (or more) of the following occurs:
- (a) there is evidence to suggest that the Employee is failing in his/her capacity to perform his/her duties (despite a previous discussion with his/her Supervisor);
  - (b) there is evidence to suggest that the Employee is failing to display the appropriate behaviours, attitude or conduct (despite a previous discussion with his/her Supervisor); or
  - (c) an incident of a serious nature occurs regarding the Employee's capacity to perform his/her duties or which involves unacceptable behaviour or misconduct.
- 31.2 This discipline and behaviour procedure has the objective of maintaining and enhancing the behaviours of all individuals and ensuring that correct standards of conduct and established procedures are adhered to. They are designed to encourage and support the adoption of a people oriented and problem solving approach to handling behavioural issues with an emphasis on greater individual responsibility.

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- 31.3 Where unacceptable behaviour/conduct requires follow-up action, the process to be followed is comprised of a number of steps. The action considered appropriate will be determined by the nature of the unacceptable behaviour/conduct in question.
- 31.4 The steps may be changed depending on the seriousness of the unacceptable behaviour/conduct in question. For instance, on the occasion of serious types of unacceptable performance or misconduct (such as acts of wilful violence, verbal or physical, against another person; vandalism; fraud; theft; sabotage; or any other acts of serious misconduct warranting summary dismissal), the above steps will be bypassed and a formal investigation will be held using the major investigation procedure.
- Step 1 – discussion/interview*
- 31.5 The Supervisor will verbally outline the unacceptable conduct and attempt to solve the problem by discussing the situation with the Employee. An Employee may bring a support person along to the meeting.
- Step 2 – formal written warnings*
- 31.6 On re-occurrence of any unacceptable behaviour or conduct after Step 1, the employee may receive formal written warnings. An Employee may bring a support person along to any meeting where the formal written warning is discussed.
- Step 3 – termination*
- 31.7 On re-occurrence of any unacceptable behaviour or conduct after Steps 1 and 2, HRP may decide to terminate the Employee's employment. An Employee may bring a support person along to the meeting.
- Right of appeal**
- 31.8 To ensure that individuals are treated fairly and equitably in Steps 1 to 3 of this procedure, a Local Appeals Panel will be convened to hear any appeal on the request of the Employee being disciplined.

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## 32 COMPLAINTS AND GRIEVANCE PROCEDURE

- 32.1 HRP is committed to providing a fair, safe, and productive work environment in which grievances are dealt with sensitively and in a timely manner. This procedure provides a mechanism for Employees to raise complaints and grievances with HRP concerning their work and their well-being at work.
- 32.2 For purposes of this procedure, a complaint or grievance is any work related matter concerning the workplace, an Employee's work or an Employee's work colleagues which the Employee feels is unjust or unfair, or thinks should be brought to the attention of Management. Issues relating to the operation of this Agreement should be referred to the dispute resolution procedure.
- 32.3 HRP intends that all Employees will receive fair and equal consideration of problems or misunderstandings that may arise in connection with their employment.
- 32.4 Employees raising a genuine complaint or grievance under this procedure will not be prejudiced in any manner.
- 32.5 Employees retain their rights to seek the assistance of an Employee representative at any step in this procedure.
- 32.6 The objective of this procedure is to obtain a complete understanding of any complaint or grievance formally raised by an Employee and to reach resolution at the earliest step possible in the process.
- 32.7 Any formal complaint or grievance must first be given verbally or in writing to the Employee's immediate Supervisor in the event that the complaint or grievance cannot be resolved it will be immediately escalated to management.
- 32.8 In the event of a complaint or grievance being raised with management the matter will be dealt with under the Dispute Resolution clause of this Agreement.

### **33 UNION/EMPLOYEE REPRESENTATIVES**

- 33.1 Sections of the workforce, workgroups, and/or shifts may elect Employee representatives to represent their interests in respect to matters associated with their employment.
- 33.2 An Employee representative will be allowed the necessary time and resources to properly represent the Employees through consultation with HRP.
- 33.3 Elected representatives will be released from normal duties without loss of pay to hold paid communication meetings of Employees on site, where such meetings are given prior approval by HRP.
- 33.4 Appropriate notice boards will be made available for Employee/Union representatives for the purpose of displaying notices dealing with employment related matters. Elected representatives will be able to place material on notice boards located where Employees can have ready access to them.
- 33.5 Elected representatives will also be given reasonable access to email, telephone, facsimile and photocopying facilities that are already in operation for communication in their representative roles.

#### **Attendance at meetings**

- 33.6 Employee representatives who attend meetings convened by HRP outside normal rostered/working hours will be paid at twice the Overtime Rate of Pay applicable for the nominated duration of the meeting (even if the meeting concludes prior to the nominated end time).
- 33.7 When a meeting extends beyond the nominated end time, twice the Overtime Rates of Pay will apply for all additional time of attendance.
- 33.8 If less than 48 hours' notice of a meeting is given, then a minimum of four hours at twice the Overtime Rate of Pay will be paid.

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### **34 HEALTH AND SAFETY**

#### **General**

- 34.1 HRP is committed to providing a workplace free of injury, illness and disease, as far as practicable and in compliance with its statutory obligations.
- 34.2 HRP will not tolerate breaches of occupational H&S laws and its own H&S rules. Any such breaches will be treated as acts of misconduct and be dealt with under the discipline procedure (clause 31).
- 34.3 All Employees are required to:
- (a) take personal responsibility for their own safety and that of others;
  - (b) fulfil their duties to act (and, where appropriate, not act) to ensure their own safety and that of others; and
  - (c) abide by the Alcohol and Drug Management Procedure (see clause 35).
- 34.4 HRP acknowledges that it is bound by the Victorian *Occupational Health and Safety Act 2004*, as amended from time to time.

#### **H&S compliance**

- 34.5 It is a condition of employment at HRP that all Employees comply with all laws, instructions and policies associated with H&S requirements (but these are not incorporated into this Agreement).
- 34.6 All safety breaches will be investigated in an environment consistent with the HRP Just Culture procedure in order to identify and rectify the root causes to prevent reoccurrences.
- 34.7 A serious breach or continual breaches of safety procedures will be dealt with under the discipline procedure (clause 31).
- 34.8 Breaches that are considered serious include, but are not limited to, the following:

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- (a) deliberate permit breaches;
- (b) non-compliance with working at heights regulations;
- (c) constant refusal to comply with personal protective equipment requirements; and
- (d) incidents involving vehicles (for example, speeding and reckless driving).

### **Safety defects**

- 34.9 Safety defects are to be treated with the highest priority. HRP will ensure that processes are in place to ensure that:
- (a) risks are managed to an acceptable residual level;
  - (b) assessments of defects are addressed in a timely manner; and
  - (c) decisions made regarding rectification and/or control measures are communicated to the notifier of the defect.
- 34.10 The H&S Committee should be a vehicle for the regular review of progress of all safety defects.

### **H&S Committee**

- 34.11 Consultation and co-operation between HRP and its Employees is a cornerstone of ensuring safe systems of work are developed and employed.
- 34.12 The H&S Committee is mandated by law as the vehicle for this consultation. Specifically, the H&S Committee is required to:
- (a) facilitate co-operation between HRP and its Employees in instigating, developing and carrying out measures designed to ensure the health and safety at work of all Employees; and
  - (b) formulate, review and disseminate to the Employees the standards, rules and procedures relating to health and safety that are to be carried out or complied with at the workplace; and
  - (c) such other functions as are prescribed by the regulations or agreed between HRP and the H&S Committee.

### **Personal protective apparel**

- 34.13 All policies and procedures covering the use of protective apparel will be adhered to unreservedly (but are not incorporated into the Agreement).
- 34.14 Reviews of safety apparel and equipment will be conducted from time to time. Proposals to change standards or introduce revised or new measures will be discussed and agreed by the H&S Committee.
- 34.15 HRP will provide Employees with required protective apparel.
- 34.16 If a medical professional approved by HRP advises that an Employee is unable to wear a standard piece of personal protective equipment due to a medical condition, HRP will, at its expense, supply to that Employee alternative personal protective equipment of an equivalent protective standard.
- 34.17 Replacement of personal protective apparel will be on an as needs, exchange basis.
- 34.18 Personnel who require prescription lenses will be issued with safety glasses fitted with the required prescription lenses.
- 34.19 Laundered overalls will be provided at convenient locations at specific work sites, as required.

### **Emergency response capability**

- 34.20 HRP will ensure that an effective emergency response capability is on site at all times comprising of a qualified Emergency Commander and a minimum of 3 x Emergency Services Officers (ESO) Hazelwood will periodically review the appropriate manning and discuss any proposed changes with both Regulators and Unions.

- 34.21 The HRP First Aid Centre will be accessible and operated on a 24 hour basis by suitably trained and qualified Emergency Services Officers. These personnel will be trained in the initial response to accidents/incidents and rescue situations that could occur within the Hazelwood Rehabilitation Project.

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### **35 ALCOHOL AND DRUG MANAGEMENT PROCEDURE**

The HRP Alcohol and Drug Management Procedure (Annexure D) forms part of this Agreement.

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### **36 ACCIDENTS AND INJURY**

#### **Work-related injury**

- 36.1 HRP will 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.
- 36.2 For purposes of this clause “pre-injury normal weekly pay” will be in accordance with the Employee’s pre-injury classification pay and level and will include extra payments, salary increases and allowances payable in accordance with this Agreement.

#### **WorkCover/TAC accident make-up payments**

- 36.3 If an Employee is absent on WorkCover or as a result of a travel related accident and statutory payments are reduced, then HRP will continue to provide make-up payments to the level of the Employee’s Annualised Salary, subject to the make-up payment conditions outlined below.
- 36.4 Employees will be notified of any perceived breaches of their obligations to participate in an agreed rehabilitation program and notified that if these breaches continue they will be dealt with under the disciplinary procedure.

#### **Make-up payment conditions**

- 36.5 Make-up payments will be made by HRP provided the Employee participates in an agreed rehabilitation program in accordance with his/her medical restrictions.
- 36.6 The steps detail the process for continuation of make-up payments. These steps include:
- (a) a formal Return to Work Plan (RTWP) is to be developed by the WorkCover or TAC rehabilitation consultant, the Employee and HRP;
  - (b) the treating doctor is required to approve the RWTP indicating that the Plan meets all medical restrictions in place at that time;
  - (c) should the treating doctor not agree to sign the RTWP, HRP will seek advice from the treating doctor on the reasons why the RTWP is not suitable and will either:
    - (i) accept those reasons and work with the WorkCover or TAC rehabilitation consultant and the Employee to modify the Plan to incorporate the requirements outlined by the treating doctor; or
    - (ii) not accept the reasons as being valid and seek an independent assessment by a doctor from the Agreed Panel;
  - (d) in the event HRP has elected to seek an independent assessment by a panel doctor, if that panel doctor accepts that the RTWP is suitable and meets all medical restrictions identified by the treating doctor, the Employee will be advised that their make-up payments will cease within two weeks unless they:
    - (i) undertake the agreed RTWP; or
    - (ii) seek and receive the opinion of a further doctor of their choice from the Agreed Panel and that panel doctor supports the treating doctor’s assessment. Under this outcome HRP will reimburse costs and reinstate make up payments (if applicable).

### Superannuation

- 36.7 Superannuation benefits and HRP contributions will not be diminished by virtue of an Employee being on **WorkCover** payments.

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## 37 MANAGEMENT OF LONG-TERM ILLNESS/INJURY

- 37.1 An ill or injured Employee is required to participate in appropriate rehabilitation programs jointly developed by the medical professionals and Management.
- 37.2 In some circumstances, it may be reasonable to obtain additional medical reports by specialists from the Agreed Panel. If so, HRP will arrange for appropriate assessments and the Employee will co-operate fully with HRP and the specialist(s), including providing consent to release relevant reports from the assessments. These assessments and reports will be paid for by HRP.
- 37.3 If an Employee refuses to attend an assessment or fails to attend the scheduled appointment without reasonable excuse, No Debit sick leave payments in excess of any entitlement under the NES will immediately cease. These payments will only resume when the Employee complies with this requirement. Any such refusal or failure will also be considered a disciplinary matter.
- 37.4 If the medical professional's assessment shows that the Employee has good prospects of recovery and is able to return to Normal Duties in the foreseeable future, HRP Management will monitor the treatment and health of the Employee and work with the Employee's treating medical adviser and independent medical expert to arrange a return to work, including, if appropriate, the temporary provision of modified or alternate duties.
- 37.5 "Normal Duties" in this clause means the tasks, responsibilities and accountabilities of the position the Employee held prior to the illness/injury.
- 37.6 If the Employee with the long-term illness/injury wishes to leave HRP to pursue career options outside HRP, HRP will provide professional support in its discretion to assist Employee to explore career options outside HRP. This support may include the provision of appropriate and relevant training up to a minimum of 12 weeks and a maximum total of \$5,500.
- 37.7 If the medical professional's assessment shows that the Employee cannot perform the inherent requirements of their position and HRP decides to terminate the Employee's employment, HRP will:
- (a) pay the Employee a minimum ex-gratia payment of 18 weeks' pay; and
  - (b) provide independent financial counselling support to assist in the transition from work.
- 37.8 In assessing the value of the ex-gratia payment, HRP will take into consideration the Employee's unique circumstances such as:
- (a) period of employment;
  - (b) nature and severity of disability;
  - (c) family responsibilities; and
  - (d) the likelihood of future employment.
- 37.9 Employees have the option to take all available annual leave, DIL's and LSL prior to departing HRP, recognising that taking of leave may impact on superannuation in some circumstances.

To ensure that Employees are treated fairly and equitably at all steps in this procedure, clause 29 (LAP) will be enacted, if requested by the Employee. This will ensure that where Employees believe they are being victimised there is the right of a fair hearing.

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## 38 SITE SECURITY

- 38.1 In order to ensure site security, HRP will take measures to manage the site security needs of the Business including:

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

- (a) deciding who will be allowed to access the site;
  - (b) minimising the number of non-Employee vehicles on site; and
  - (c) deciding who will be permitted to drive and park personal and business vehicles on site.
- 38.2 Security systems will not be utilised on site for the purpose of pay determination.
- 38.3 Security systems will only be used on site for time keeping purposes after the Employee has been warned that this is to occur.
- 38.4 To assist with prevention of vandalism and the misuse and theft of HRP's assets, it may become necessary, from time to time, for HRP to install video or use other surveillance equipment. If HRP considers that it is appropriate to install video or use other surveillance equipment, HRP will consult with the Unions prior to its installation and operation.
- 38.5 Installation of and access to surveillance equipment, recordings and data collected will be restricted to authorised personnel.
- 38.6 Video or other surveillance will not be undertaken in toilets, showers, change rooms, mess shacks or UCRs.
- 38.7 Any surveillance will be undertaken only in accordance with the provisions of any applicable legislation.

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## 39 TRAINING AND DEVELOPMENT

### Introduction

- 39.1 HRP will provide such information, instruction, training and supervision as is necessary to enable Employees to perform their work in a manner that is safe and without risk to health.
- 39.2 HRP will provide training to enhance existing skill levels, to provide individuals with career paths and promotion opportunities as per business needs.
- 39.3 Training undertaken by Employees will be recorded by HRP and will be accredited by the training provider. Where possible, HRP will seek to provide nationally accredited training with the agreement of the Unions.
- 39.4 Employees must co-operate with all HRP's training endeavours.
- 39.5 HRP agrees to consult with affected employees in order to agree in advance to a program of HRP initiated training.
- 39.6 It is the aim of the Parties to provide training during normal working hours. Any training undertaken outside normal working hours will be paid at the Overtime Rates of Pay.
- 39.7 HRP will pay all reasonable costs associated with the agreed training. Time off normal duties without loss of pay will be provided.

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## 40 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 40.1 HRP and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement, provided that:
- (a) the IFA deals with arrangements about when work is performed;
  - (b) the IFA entered meets the genuine needs of HRP and the Employee; and
  - (c) the IFA is genuinely agreed to by HRP and the Employee.
- 40.2 HRP must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act;
  - (b) do not contain unlawful terms within the meaning of section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

## Hazelwood Rehabilitation Project and Mine Enterprise Agreement 2023

- 40.3 HRP must ensure that the IFA:
- (a) is in writing;
  - (b) includes the name of HRP and Employee;
  - (c) is signed by HRP and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement;
    - (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 IFA commences.
- 40.4 HRP must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 40.5 HRP or the Employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if HRP and Employee agree in writing - at any time.

# PART 1 – 1X7 SERVICES GROUP

## 41 GENERAL

### Staffing - 1x7 Roster

- 41.1 Consistent with current supervisory arrangements, there will be one Supervisor for each leg of the 1x7 Services Group. The 1x7 shift supervision will be paid M7D.
- 41.2 The typical accountabilities of the 1x7 Services Supervisor are (but not limited to):
- ensure effective management and compliance with relevant acts, regulations, site policies and guidelines;
  - meet targets as measured; and
  - coordinate resources to ensure work targets are met.
- 41.3 The 1x7 Services Group will be a composite gang of operators and maintainers and will undertake work as directed.
- 41.4 The principal functions of the 1x7 Services group relate to fire mitigation, Fire Service Pipes / Pumps, road and drainage maintenance and dust suppression.
- 41.5 The 1 x 7 Services Group are solely responsible for the operation and maintenance of pipes and pumping systems on a day to day basis.
- 41.6 The 1x7 Services Group will work together with the day Fitters & Electricians or any approved contractor.
- 41.7 There will be no minimum staffing per shift. The number of personnel required to operate on a daily basis will be at the discretion of the 1x7 Supervisor.
- 41.8 Indicative Staffing levels are:

POSITION	LEVEL	PER ROSTER	TOTAL
Supervisor	M7D	1	2
Leading Hand	M7C	1	2
Crane Driver, Fitter, Boilermaker, Operator	M7B	5	10
Entry level for 1 x 7 Services Group	M7A		
<b>TOTALS</b>		<b>7</b>	<b>14</b>

- 41.9 The skills matrix for the 1x7 Services Group is as follows:

	Mobile Plant Skills	Basic Fitting	Basic Rigging	Basic Cutting / Welding	Crane Driver
Operator	<b>M</b>	<b>O</b>	<b>O</b>	<b>O</b>	<b>O</b>
Fitter	<b>M</b>	<b>O</b>	<b>O</b>	<b>O</b>	<b>O</b>
Boilermaker	<b>M</b>	<b>O</b>	<b>O</b>	<b>O</b>	<b>O</b>
Crane Driver	<b>M</b>	<b>O</b>	<b>O</b>	<b>O</b>	<b>O</b>
Leading Hand	<b>M</b>	<b>O</b>	<b>O</b>	<b>O</b>	<b>O</b>

- 41.10 Skills denoted **M** in the above table are mandatory skills and those denoted **O** are optional. Employees must acquire the mandatory skills outlined above and at least one optional skill above to be eligible to progress to M7B level.

### Crib break

- 41.11 An Employee will not be required to work more than five hours continuously without taking a crib break. A break taken to overcome fatigue or the effects of extreme weather will not be considered as a crib break (for example, a break for a change of clothing).

## Staffing - 1x7 Roster

### *General conditions*

### *Starting/ending times and locations*

- 41.12 The starting and end times and location commencement for shifts will be as follows:

	<b>1X7 GANG</b>
<b>Start and finish locations</b>	Mine 1x7 Mine Muster area
<b>Start time at location</b>	0645hrs
<b>Day/shift duration</b>	10 hr 18 mins
<b>Average weekly hours</b>	36 hrs
<b>Lunch/crib breaks</b>	Total of 30 mins (paid) can be taken in two separate breaks.
<b>Finish time from location</b>	1703hrs

### **Definition of Skills**

- 41.13 Mobile Plant Skills

Any person operating Mobile Plant must be deemed competent as per the HRP Mine Mobile Plant Training, Competency and Authorization Procedure.

- 41.14 Basic Fitting

Attain competency in Basic Fitting as approved by GippsTafe or any other Work safe approved training provider. (ANTA MEM30205)

- 41.15 Basic Rigging

Attain National Certificate of Competency in Basic Rigging. After attaining certificate a minimum of 40 hours practical experience must be gained at the workplace under the guidance of a competent person. (Work Safe Licence code RB). A pre requisite for Basic Rigging is the successful completion of a Dogging course or its deemed equivalent. (Work Safe Licence code DG).

- 41.16 Basic Cutting/Welding

Attain competency in MNCG1038A (Perform basic cutting and welding) from GippsTafe or its equivalent.

- 41.17 Crane Driving

Attain C6: Certificate of Competency to operate slewing mobile crane (up to 60 tonnes), covering the operation of all slewing mobile cranes with a capacity of 60 tonnes or less and also covers the operation of all vehicle loading cranes and all non-slewing mobile cranes. (Work Safe Licence C6). After attaining the certificate a minimum 40 hours practical experience must be gained at the workplace under the guidance of a competent person.

### *Use of Skills*

- 41.18 Where the employees' Base Classification (Fitter, Boilermaker, Crane Driver, or Operator) is required to perform a task, then where the employee with that Base Classification is available then that employee will be predominantly used to undertake that task.

### *Leave rules*

- 41.19 The following leave rules will be binding on all Employees within the 1x7 Services Group, including Supervisors:

- (a) Leave numbers are determined to ensure all 1X7 team members utilise their full amount of leave on a yearly basis;

- (b) The maximum number of 1x7 employees on annual leave and LSL on each roster (excluding Sick Leave) during the period 1st May to 30<sup>th</sup> October each year will be three;
- (c) The maximum number of 1x7 employees on annual leave and LSL on each roster (excluding Sick Leave) during the period 1st November to 30<sup>th</sup> April each year (Fire Season) will be two.
- (d) During the period 1<sup>st</sup> November to 30<sup>th</sup> April, the Supervisor and Leading hand cannot be on leave at the same time.
- (e) Where an Employee is required to change rosters, all approved leave will be honoured, If the request to change rosters is made by the Employee, leave will be honoured as far as practicable and within the roster maximum leave numbers;
- (f) Leave rostering will be shared equally amongst the Roster.
- (g) In order to achieve a composite gang that is workable, the actual number of personnel granted leave may be altered to be less or more than indicated above, on the basis of operational requirements.
- (h) The maximum number of 1x7 employees on LSL is one per leg.
- (i) Leave outside the numbers listed above can only be approved by the Manager responsible for the 1x7 Services Group.

## 42 MINE HIGH LEVEL FUNCTIONS AND DUTIES

42.1 The high level functions and duties of 1x7 Leading Hands and 1x7 Operators/Maintainers are as follows:

<b>MINE HIGH LEVEL FUNCTIONS AND DUTY MATRIX</b>	
<b>POSITION: 1X7 LEADING HAND</b>	
<b>Job Function/Element</b>	<b>Duty Description</b>
<b>Supervisory</b>	Undertake tasks as assigned by the 1x7 Services Supervisor.
<b>Leadership</b>	Lead by example and relieve in 1x7 Services Supervisor position when required.
<b>Safety/Risk Assessment</b>	Proactively lead/undertake the provision of safe places and systems of work. Participate in investigations into any injuries and plant damage. Ensure compliance with relevant acts, regulations, policies and procedures. Actively participate in Mine endorsed OH&S initiatives.
<b>Emergency Commander</b>	Follow all instructions and actively contribute to emergency response whilst ensuring safety of self and others. Carry out emergencies roles as directed by EC.
<b>Emergency Response Responsibilities</b>	Undertake tasks as assigned by Emergency commander
<b>Plant Access and Permits Operations</b>	Responsible for the day to day operations of all pipes and pumps associated with the Fire Service and Artesian Systems. Is the next point of contact if the Supervisor cannot be reached. Undertake permit preparation and issuing and restoration.
<b>Manuals and Procedures</b>	Attend and participate in prestart meetings. Maximise availability of fire service systems and solve operational problems. Undertake operations compliant with current procedures. Ensure any errors are raised with 1x7 Services Supervisor.
<b>Planning</b>	Carry out all work to the plan and assist implementation of the mine plan, report deviations to plan, participate in mine/services planning
<b>Personal</b>	Exhibit appropriate behaviours as specified in Clause 31 "Discipline and Behaviour".
<b>Environmental</b>	Undertake tasks in compliance with environmental rules and policies (which are not incorporated into this Agreement).
<b>Reporting</b>	Complete training documentation and assist in completing other documentation as requested. Complete records of shift operations when required.

<b>Training personnel</b>	Undertake on job training, participate in training provided, maintain own skills base.
<b>Maintenance</b>	Ensure maintenance defects are in system and use all skills as required, including maintenance functions.
<b>Communication</b>	Ensure accurate and timely communication to all gang members, supervision and service providers.
<b>Skills/Knowledge</b>	Ability to improve production, H&S and lower shift cost by improving skill level on shift. Work with 1x7 Services Supervisor and act up and down as required. Must be passed out and competent on mine mobile plant. Work as directed and use all operational and maintenance skills. Understand the fire service and maintenance systems.

<b>MINE HIGH LEVEL FUNCTIONS AND DUTY MATRIX POSITION: 1X7 OPERATOR/MAINTAINER M7B</b>	
<b>Job Function/Element</b>	<b>Duty Description</b>
<b>Supervisory</b>	Undertake tasks as assigned by the 1x7 Services Supervisor.
<b>Leadership</b>	Lead by example and relieve in 1x7 Leading Hand position when required.
<b>Safety/Risk Assessment</b>	Proactively lead/undertake the provision of safe places and systems of work. Participate in investigations into any injuries and plant damage. Ensure compliance with relevant acts, regulations, policies and procedures. Actively participate in Mine endorsed OH&S initiatives.
<b>Emergency Commander</b>	Follow all instructions and actively contribute to emergency response whilst ensuring safety of self and others. Carry out emergencies roles as directed by EC.
<b>Emergency Response</b>	Undertake tasks as assigned by Emergency commander
<b>Plant Access and Permits</b>	Undertake permit preparation and issuing and restoration.
<b>Operations</b>	Attend and participate in prestart meetings. Maximise availability of fire service systems and solve operational problems.
<b>Manuals and Procedures</b>	Undertake operations compliant with current procedures. Ensure any errors are raised with 1x7 Services Supervisor.
<b>Planning</b>	Carry out all work to the plan and assist implementation of the mine plan, report deviations to plan, participate in mine/services planning
<b>Personal</b>	Exhibit appropriate behaviours as specified in Clause 31 "Discipline and Behaviour".
<b>Environmental</b>	Undertake tasks in compliance with environmental rules and policies (which are not incorporated into this Agreement).
<b>Reporting</b>	Complete training documentation and assist in completing other documentation as requested. Complete records of shift operations when required.
<b>Training personnel</b>	Undertake on job training, participate in training provided, maintain own skills base.
<b>Maintenance</b>	Ensure maintenance defects are in system and use all skills as required, including maintenance functions.
<b>Communication</b>	Ensure accurate and timely communication to all gang members, supervision and service providers.
<b>Skills/Knowledge</b>	Ability to improve production, H&S and lower shift cost by improving skill level on shift. Work with 1x7 Services Supervisor & 1x7 Leading Hand, act up and down as required. Must be passed out and competent on mine mobile plant 0). Work as directed and use all operational and maintenance skills. Understand the fire service and maintenance systems.

<b>MINE HIGH LEVEL FUNCTIONS AND DUTY MATRIX POSITION: 1X7 OPERATOR/MAINTAINER M7A</b>	
<b>Job Function/Element</b>	<b>Duty Description</b>
<b>Supervisory</b>	Undertake tasks as assigned by the 1x7 Services Supervisor.
<b>Safety/Risk Assessment</b>	Proactively lead/undertake the provision of safe places and systems of work. Participate in investigations into any injuries and plant damage. Ensure compliance with relevant acts, regulations, policies and procedures. Actively participate in Mine endorsed OH&S initiatives.
<b>Emergency Commander</b>	Follow all instructions and actively contribute to emergency response whilst ensuring safety of self and others. Carry out emergencies roles as directed by EC.
<b>Emergency Response</b>	Undertake tasks as assigned by Emergency commander
<b>Plant Access and Permits</b>	Undertake permit preparation and issuing and restoration.
<b>Operations</b>	Attend and participate in prestart meetings. Maximise availability of fire service systems and solve operational problems.
<b>Manuals and Procedures</b>	Undertake operations compliant with current procedures. Ensure any errors are raised with 1x7 Services Supervisor.
<b>Personal</b>	Exhibit appropriate behaviours as specified in Clause 31 "Discipline and Behaviour".
<b>Environmental</b>	Undertake tasks in compliance with environmental rules and policies (which are not incorporated into this Agreement).
<b>Reporting</b>	Complete training documentation and assist in completing other documentation as requested. Complete records of shift operations.
<b>Training personnel</b>	Undertake on job training, participate in training provided, maintain own skills base.
<b>Maintenance</b>	Ensure maintenance defects are in system and use all skills as required, including maintenance functions.
<b>Communication</b>	Ensure accurate and timely communication to all gang members, supervision and service providers.
<b>Skills/Knowledge</b>	Ability to improve production, H&S and lower shift cost by improving skill level on shift. Work with 1x7 Services Supervisor & 1x7 Leading Hand, act up and down as required. Must be passed out and competent on mine mobile plant 0). Work as directed and use all operational and maintenance skills. Understand the fire service and maintenance systems.

## PART 2 – 1 x 7 ELECTRICAL MAINTENANCE GROUP

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### 43 STARTING/ENDING TIMES AND LOCATIONS

43.1 The starting and end times and location commencement for shifts for the 9DFN Maintenance and Electricians will be as follows:

<b>Start and finish locations</b>	Mine 1x7 / Muster area
<b>Start time at location</b>	0645hrs
<b>Day/shift duration</b>	10 Hrs 18mins
<b>Average weekly hours</b>	36 hrs
<b>Lunch/crib breaks</b>	Total of 30 mins (paid) can be taken in two separate breaks
<b>Finish time from location</b>	1703hrs

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### 44 GENERAL

44.1 All skills of all Employees are available for use by the Business to meet business needs,. The following guidelines will apply:

- 1x7 Technical Electrician are part of the Electrical Operating Authority for the Site.
- 1x7 Technical Electricians are on a 1 in 2 Availability roster to maintain a viable Operating Authority.
- 1x7 Technical Electricians provides direct supervision/support and technical advice to contract labour as needed to complete HV/LV installation and maintenance.

44.2 Employees will work anywhere within the HRP Business, subject to appropriate training, safety and legal requirements.

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### 45 LEAVE RULES

45.1 All annual leave, DILs and LSL will be granted on the basis of operational requirements and work load.

45.2 Employees are considered to be on leave from the end of their last day until they return to work.

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### 46 1 x 7 ELECTRICAL GROUP

46.1 The Indicative Staffing number will be as per the following classifications:

INDICATIVE STAFFING		
	Level	Total
Senior/TechnicalElectrician	M7D/C	2
<b>Total</b>		<b>2</b>

46.2 During the life of this Agreement, 1 x 7 electrical maintenance personnel may progress to a higher level classification once they acquire and use the skills of the higher classified position.

46.3 Electrical personnel can work with no direct supervision and will use the Maintenance Management System and/or shift logs to enter history on work done.

- 46.4 All leave requirements of the electricians(1 x 7), will be managed by the 1x7 Services Group Supervisor.
- 46.5 Contractor labour can be used to supplement Electricians to increase resources when required to undertake major work or replace a section member on a temporary basis to ensure the viability of the group.
- 46.6 1 x 7 Electrical maintenance personnel will work with any other person(s) including operators and tradesmen.
- 46.7 All electricians and technical electricians must be prepared to be a Certificate of Electrical Safety Responsible Person, for which there is a payable allowance (refer clause 15.57).
- 46.8 There is a requirement for all electricians and technical electricians to undertake training to become a high voltage operator at either the restricted or unrestricted level, for which there is a payable allowance depending on the level of authorisation. There will also be a requirement for some personnel within the 1 x 7 Electrical Group to become high voltage inspectors (as per Electrical Safety Victoria requirements for the Business). This will be done by consultation and an allowance will be payable for this (refer clause 15.60).

## PART 3 – 9DFN CORPORATE ADMINISTRATIVE AND TECHNICAL CLASSIFICATIONS

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### **47 INTRODUCTION**

- 47.1 9DFN Corporate Administrative and Technical Classifications Employees are required to adapt to changing requirements and ensure coverage of stakeholder requirements.
- 47.2 Where an Employee has particular skills or abilities which may be applicable in an area of work outside his or her substantive work group, that Employee may be required from time to time to assist in that location. Such arrangements may be for a short period on a day-to-day basis or for defined longer periods on a project secondment basis. The Employee will retain his or her position in the substantive work group.

## ANNEXURE A (CLASSIFICATION MATRIX)

WORK GROUP	A (M7A)	B (M7B)	C (M7C)	D (M7D)	E (M7E)	F (M7F)	G (M7G)	H (M7H)	I (M7I)	J (M7J)	K (M7K)	L (M7L)
<b>9DFN Corporate Administrative and Technical Classifications</b>						Admin F				Admin J		
<b>1 x 7 Electrical Group</b>		Entry Level Electrician	Technical Electrician*	Senior Technical Electrician*								
<b>1 x 7 Services Group</b>	Entry Level	Boilermaker Fitter Crane Driver Operator	Leading Hand	1 x 7 Services Supervisor								

\*Note: for the purposes of Clarity the current Incumbents of the Senior Technical Electrician Role will remain as M7D classification. Future new Electricians will be classified as either Entry Level Technician or Technical Electrician and the highest level they can attain is Technical Electrician at M7C

# ANNEXURE B (ANNUALISED SALARIES, OVERTIME RATES AND ALLOWANCES)

## ANNUALISED SALARY AND OVERTIME RATES

### (a) 9DFN Corporate Administrative and Technical Classifications

#### *Annualised salary*

Classification	Effective 1 December 2022	Effective from the first full pay period after 1 January 2024	Effective from the first full pay period after 1 January 2025	Effective from the first full pay period after 1 January 2026
<b>Administration</b>				
Admin F	\$133,872.90	\$139,227.82	\$144,100.79	\$149,144.32
Admin J	\$163,641.45	\$170,187.11	\$176,143.66	\$182,308.68

#### *Overtime Rates (per hour)*

Classification	Effective 1 December 2022	Effective from the first full pay period after 1 January 2024	Effective from the first full pay period after 1 January 2025	Effective from the first full pay period after 1 January 2026
<b>Administration</b>				
Admin F	\$68.39	\$71.12	\$73.61	\$76.19
Admin J	\$83.59	\$86.93	\$89.98	\$93.13

### (b) 1 x 7 Services Group

#### *Annualised salary*

Classification	Effective 1 December 2022	Effective from the first full pay period after 1 January 2024	Effective from the first full pay period after 1 January 2025	Effective from the first full pay period after 1 January 2026
Entry Level	\$149,382.45	\$155,357.75	\$160,795.27	\$166,423.10
Boilermaker	\$159,769.05	\$166,159.81	\$171,975.41	\$177,994.54
Fitter	\$159,769.05	\$166,159.81	\$171,975.41	\$177,994.54
Crane Driver	\$159,769.05	\$166,159.81	\$171,975.41	\$177,994.54
Operator	\$159,769.05	\$166,159.81	\$171,975.41	\$177,994.54
Entry Level Electrician	\$159,769.05	\$166,159.81	\$171,975.41	\$177,994.54
Technical Electrician	\$164,435.25	\$171,012.66	\$176,998.10	\$183,193.04
Leading Hand	\$164,435.25	\$171,012.66	\$176,998.10	\$183,193.04
Senior Technical Electrician*	\$184,983.75	\$192,393.10	\$199,116.51	\$206,085.59
1 x 7 Services Supervisor	\$190,183.75	\$197,791.10	\$204,713.79	\$211,878.77

\*Grandfathered for current incumbents only

**Overtime Rates (per hour)**

Classification	Effective 1 December 2022	Effective from the first full pay period after 1 January 2024	Effective from the first full pay period after 1 January 2025	Effective from the first full pay period after 1 January 2026
Entry Level	\$59.62	\$62.00	\$64.17	\$66.42
Boilermaker	\$63.77	\$66.32	\$68.64	\$71.04
Fitter	\$63.77	\$66.32	\$68.64	\$71.04
Crane Driver	\$63.77	\$66.32	\$68.64	\$71.04
Operator Entry Level Electrician	\$63.77	\$66.32	\$68.64	\$71.04
Senior Electrician Leading Hand	\$65.63	\$68.25	\$70.64	\$73.11
Senior Technical Electrician	\$73.84	\$76.79	\$79.48	\$82.26
1 x 7 Services Supervisor	\$75.91	\$78.95	\$81.71	\$84.57

**ALLOWANCES**

Allowance	Effective 1 December 2022	Effective from the first full pay period after 1 January 2024	Effective from the first full pay period after 1 January 2025	Effective from the first full pay period after 1 January 2026
High voltage (per day)	\$26.36	\$27.41	\$28.37	\$29.36
First aid (per week)	\$29.68	\$30.87	\$31.95	\$33.07
Toxic material allowance (per hour)	\$6.32	\$6.57	\$6.80	\$7.04
Meal allowance	\$29.68	\$30.87	\$31.95	\$33.07
Dual Lift (per hour of operation)	\$3.33	\$3.46	\$3.58	\$3.71
High Pressure Water to Crane (per hr of operation)	\$2.09	\$2.17	\$2.25	\$2.33
Responsible Person (electrical)	\$14.78	\$15.38	\$15.91	\$16.47
Electrical Inspection Allowance	\$52.74	\$54.85	\$56.77	\$58.76

Availability allowances (per week) will be as follows:

NUMBER OF EMPLOYEES	Effective 1 December 2022	Effective from the first full pay period after 1 January 2024	Effective from the first full pay period after 1 January 2025	Effective from the first full pay period after 1 January 2026
2	\$216.73	\$225.40	\$233.29	\$241.45
3	\$144.97	\$150.77	\$156.05	\$161.51
4	\$109.10	\$113.46	\$117.43	\$121.54
5	\$89.65	\$93.23	\$96.50	\$99.88
6	\$74.73	\$77.72	\$80.44	\$83.25

## ANNEXURE C (SEVERANCE PAYMENT)

Years of service	Redundancy pay (in weeks) from 1 January 2023
1	13
2	13
3	13
4	16
5	20
6	24
7	28
8	32
9	36
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100
26	104
27	108
28	112
29	114
30	114
31	114
32	114
33	114
34	114
35	114
36	114
37	114
38	114
39	114
40	114
41	114
42	114
43	114
44	114
45	114
46	114
47	114
48	114
49	114

# ANNEXURE D (ALCOHOL AND DRUG MANAGEMENT PROCEDURE)

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## 1 INTRODUCTION

- 1.1 HRP recognises its responsibilities under all State and Federal Government legislation relating to Occupational Health and Safety and the need to train and manage its employees to meet these requirements.
- 1.2 HRP is committed to providing a safe working environment and to fostering the health and wellbeing of employees and contractors working on site.
- 1.3 HRP recognises that alcohol and other drugs have the potential to alter an individual's judgement and performance in the workplace.
- 1.4 HRP is committed to actively identifying solutions to assist employees to minimise health risks associated with alcohol and other drugs. This procedure will focus on impairment and provide positive and pro-active responses rather than punitive and negative responses. The procedure provides a framework for confidential, sensitive and constructive intervention when issues of alcohol and other drugs arise, providing early assistance where necessary and facilitating a return to regular responsibilities within the workplace as soon as possible.
- 1.5 Through this procedure, HRP is actively seeking to provide appropriate confidentiality, protection, assistance and support for all persons on site and to effectively manage occupational health and safety risks associated with alcohol and other drugs in the workplace.

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## 2 SCOPE

- 2.1 This procedure forms part of the HRP Occupational Health & Safety Management System.
- 2.2 The scope of the procedure shall include:
  - (a) A professional alcohol and other drugs education program;
  - (b) Professional and confidential alcohol and other drugs counselling services;
  - (c) Pre-employment alcohol and other drugs testing for new employees;
  - (d) Alcohol and other drugs testing at HRP sites; and
  - (e) The non-conformance procedure.
- 2.3 This procedure will apply to the Employees of HRP.

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## 3 STATUTORY REQUIREMENTS

- 3.1 HRP will comply with all statutory requirements and relevant Regulations and Standards pertaining to Alcohol and other drugs management including:
  - (a) Victorian Occupational Health and Safety Act 2004;
  - (b) Victorian Occupational Health & Safety Regulations 2018;
  - (c) Australian Standard for specimen collection and detection and quantitation of drugs in oral fluid AS 4760-2006; and
  - (d) Australian Standard for breath testing devices for personal use AS 3547-1997.
- 3.2 However, these are not incorporated into this Agreement.

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## **4 RESPONSIBILITIES**

### **Human Resources Manager**

4.1 The Human Resources Manager is responsible for:

- (a) Ensuring confidentiality and privacy of information provided through testing processes is maintained;
- (b) Ensuring delivery of alcohol and other drugs training and education programs;
- (c) Ensuring provision of counselling and treatment services through the Employee Assistance Provider.

### **Health and Safety Manager**

4.2 The Health and Safety Manager is responsible for:

- (a) Implementation and administration of this procedure;
- (b) Compliance of this procedure with federal, state and local laws, regulations, legislation and ordinances;
- (c) Establishment and maintenance of an alcohol and other drugs management system including a testing regime;
- (d) Ensuring that the Sample Collection Agent and the accredited laboratory comply with this procedure and relevant statutory requirements; and
- (e) Facilitating the testing on the day.

### **Managers/Supervisors**

4.3 Managers are responsible to:

- (a) Demonstrate full commitment to this procedure and its principles;
- (b) Ensure that all Employees under their supervision are aware of and comply with the provisions of this procedure; and
- (c) Strictly comply with the confidentiality and privacy terms of this procedure.

### **All individuals on HRP sites**

4.4 All individuals on HRP sites are responsible to:

- (a) Ensure that at all times they attend a HRP site they are unimpaired by alcohol and other drugs;
- (b) Actively participate in alcohol and other drugs education programs;
- (c) Report to their supervisor any person on site who they reasonably believe may be impaired; and
- (d) Comply with this procedure including the confidentiality terms.

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## **5 USE OF PRESCRIPTION AND OVER-THE-COUNTER MEDICATION**

5.1 Employees who are using prescription or non-prescription medication in accordance with directions given by a medical or other health practitioner (including manufacturers' directions for use), shall notify their Supervisor or Manager if they believe the medication may cause drowsiness or impair their performance. Employees are not required to disclose the reasons for the medication to their Supervisor or Manager.

5.2 Individuals using prescribed or over-the-counter medication must ask the prescribing health practitioner or dispensing pharmacist about its effects and whether the medication will adversely affect the individual's ability to safely undertake their work.

- 5.3 HRP may seek advice from the HRP's preferred medical provider, and a decision will be made as to whether the individual continues in their normal duties, remains in the workplace undertaking alternative duties (where available) or takes sick leave.

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## **6 ALCOHOL AND OTHER DRUGS TESTING TYPES**

- 6.1 Alcohol and other drug testing may be carried out as:

- (a) Pre-employment testing;
- (b) Self-testing (alcohol);
- (c) For Cause testing; and
- (d) Random testing.

- 6.2 The considerations for each of these test types has been detailed below.

### **Pre-employment Testing**

- 6.3 Prior to an applicant being appointed they shall be requested to attend alcohol and other drugs testing. A confirmed positive test result shall be taken into account in considering whether an offer of employment shall be made to the applicant.

### **Self-Testing**

- 6.4 An Employee can undertake an alcohol self-test if they believe they may be under the influence of alcohol. Self-testing devices will be made available sites.
- 6.5 Persons who obtain a presence of alcohol reading equal to or over 0.02 during a self-test are required to notify their Supervisor if they will not be commencing or expect to be late to work and if they require transport arrangements to return home. Persons who are absent from work after obtaining a positive result to a self-test shall be allowed to access personal leave (if available).
- 6.6 Persons who repeatedly do not attend work due to alcohol or drug consumption shall be managed in accordance with clause 31 (Discipline and Behaviour).

### **For Cause Testing**

- 6.7 All persons at the HRP site are subject to 'For-Cause' testing where:

(a) **Reasonable Suspicion:**

- (i) Where an Employee and a Supervisor or Manager has determined that a person may be under the effect of alcohol and/or other drugs, and is not acting in a manner consistent with HRP's values and/or Code of Conduct or has a genuine concern or belief that the person represents a safety hazard to themselves and/or others must use of the Fit For Work Checklist (as located in HRP Paradigm) to assist with their decision for cause testing;
- (ii) Where an employee reasonably suspects or forms the opinion that the person is affected as a result of the influence of alcohol and/or drugs, that person reporting the affected person shall be afforded all appropriate confidentiality.

(b) **Following a workplace Incident:**

- (i) The Supervisor in consultation with their Manager or HR may require an Employee to undergo a drug and/or alcohol test. For the purpose of defining what incidents will initiate a test it will include any incident that occurs in the course of work which results in personal injury, vehicle damage, property damage and/or any incident that has the potential for significant risk of harm or injury to persons or equipment; and
- (ii) After an incident relating to, or involving heavy machinery, such as a forklift, front-end loader, and other vehicles.

## Random Testing

- 6.8 All Employees at the HRP controlled site are subject to random testing for alcohol using a breathalyser and other drugs using an oral (saliva) drug test as set out in clause 8.

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## 7 RANDOM TESTING FREQUENCY

- 7.1 Random testing applies to all Employees. In principle, every employee shall be subject to at least one random Drug and Alcohol test per year.
- 7.2 Random testing will be applied using a marble in a bag methodology, there will be a 1 in 3 chance of being selected for testing for all present on site for that day.

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## 8 TESTING METHODS

RCM Ref	Minimum Control
14.1.1.7	Records of drug and alcohol testing must be stored and records kept.
14.1.1.8	Oral (Saliva) drug testing and breath testing for alcohol must be conducted in accordance with the relevant Australian Standard 4760.
14.1.1.9	Testing must be carried out in accordance with the alcohol and drugs testing equipment manufacturer's instructions. Testing equipment must be serviced and calibrated in accordance with the manufacturer's instructions.

- 8.1 The testing process should include the following steps:
- The Employee must show verification of their identity to the sample collection agent and shall complete relevant Drug and Alcohol Consent Test Record Forms consenting to the release of any non-negative test results to HRP.
  - The person being tested will be asked by the sample collection agent to complete a declaration about the use of substances;
  - A sample collection agent will test the person for alcohol using a breathalyser and provide the person with an instant result; and or
  - The sample collection agent test the person for drugs using an oral (saliva) test and provide the person with an instant result;
  - If a negative test result is recorded the person being tested may continue with his/her normal work duties; and
  - The requirements for management of a positive test result is outlined further on within this document. Employees who disclose the use of alcohol or drugs which may produce a positive result shall still undergo testing to confirm that the substance is as stated in the Employee's disclosure.
- 8.2 The following alcohol and other drugs shall be tested for and the specified target concentrations apply:

**Table 1 Specified Target Concentrations for Alcohol and Other Drugs**

Opiates	Saliva 50ng/ml
Cannabinoid THC (Marijuana)	Saliva 25ng/ml
Cocaine & Metabolites	Saliva 50ng/ml
Methamphetamines	Saliva 50ng/ml
Synthetic Cannabinoids	Saliva

	50ng/ml
Detection Alcohol Breath	0.02g/100ml
Benzodiazepines	Saliva 25ng/mL

- 8.3 No person shall tamper with or interfere with test samples or test results. Such behaviour shall be treated as a breach of the Drug and Alcohol Procedure and may result in action in accordance with clause 31 (Discipline and Behaviour) and/or the removal of the person from the HRP controlled site.

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## 9 ALCOHOL TESTING DEVICES

- 9.1 All alcohol testing devices, purchased for use as per this procedure, are certified to Australian Standard AS3547 "Breath Alcohol Testing Devices for Personal Use" and are calibrated according to the manufacturer's instructions.
- 9.2 A calibration schedule is established which is maintained by the HRP Testing Service provider. HRP will ensure that the calibration schedule must include the equipment type, identification serial number, the location and where applicable the person with which it is stored, the frequency of calibration, and the next calibration test due date.

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## 10 CONFIDENTIALITY

- 10.1 All information regarding Employees at HRP controlled site must be managed ensuring confidentiality, respect and integrity of information.
- 10.2 All information and actions shall be kept confidential within the boundaries of managing alcohol and other drugs at the HRP site at which work is performed by any Employee.

### Disclosed Information at Sample Collection

- 10.3 As part of the testing process, persons being tested will be asked by the sample collection agent to declare if they have ingested any substance that may result in a positive test result. Any prescription medication disclosed by persons will remain strictly confidential and only be available to the sample collection agent except where an unconfirmed positive test result occurs in which case the declared substance/s will be forwarded to the Accredited Laboratory with the confirmatory sample.
- 10.4 A false declaration, no declaration, or a declaration of a substance found to be a deliberate attempt to mask the presence of alcohol or other drugs will be considered a breach of the Drug and Alcohol Procedure and shall be dealt with in accordance with clause 31 (Discipline and Behaviour) and/or the person may be removed from the HRP controlled site or relevant workplaces.
- 10.5 After the random test has been completed, the HR Manager will receive a drug screen report from the sample collection agent indicating if the employee/contractor has registered either negative or positive breath test for alcohol or if the donor specimen has a tested negative drug test or if there is a non-negative drug class result and the specimen requires further testing. The nature of a non-negative drug class is not disclosed to HR until the accredited laboratory confirmatory test result is available.

### Anonymity of Samples

- 10.6 The accredited laboratory shall not be provided with the identity (name) of the person from whom a sample has been taken. Samples shall instead only be identified by a number. Only the sample collection agent shall have the necessary information to cross reference the sample numbers to the names of the people sampled.
- 10.7 If the laboratory confirmatory test result is positive, HR will receive the confirmatory lab pathology results report from the collection agent:

- (a) For medication use declared, the report will indicate if results are consistent with medication use declared at time of sample collection. The medication will not be disclosed.
- (b) For results consistent with the use of other drugs at concentrations defined in Table 1, the report will identify the class of drug tested and the concentration present in the sample. An Employee is entitled to a copy of the reports.

#### **Information held by HRP**

- 10.8 Numbers of tests undertaken will be recorded by the sample collection agent and provided to HR. Numbers of tests will be determined by the test certificates received.
- 10.9 Records relating to alcohol and other drug testing shall only be accessed or held by HRP where there has been a breach of the Drug and Alcohol Procedure. All confirmed positive test results shall be managed in accordance with clause 31 (Discipline and Behaviour).

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## **11 NON-CONFORMANCE**

- 11.1 Any refusal to undergo an alcohol or drug test must be deemed a breach of the Drug and Alcohol Standard and must be treated as a confirmed positive test result.

#### **Refusal to undergo testing**

- 11.2 In the event that an Employee refuses to undergo a test, that person shall be removed from the site or relevant workplace and provided with safe transport home. The person shall be permitted to use sick or other leave entitlements (if available).

#### **Disciplinary Action**

- 11.3 Depending on the circumstances of non-conformance with the Drug and Alcohol Procedure, disciplinary action may be taken in accordance with clause 31 (Discipline and Behaviour) and/or the removal of the person from HRP controlled site or relevant workplace. Supervisors shall consult, as appropriate, with their Manager before commencing any performance improvement activity.
- 11.4 An employee shall be provided with the contact details of the Employee Assistance Program (**EAP**) provider to contact at their discretion and/or may be required to utilise the EAP as part of HRP's performance management for the Employee.

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## **12 MANAGING POSITIVE TEST RESULTS**

#### **Positive Breath Test Result**

- 12.1 Where an Employee returns a positive result on alcohol, the following steps will apply:
  - (a) The person will be notified by the sample collection agent that their breath test result was above the target concentration for alcohol;
  - (b) The person will be entitled to and offered a confirmation re-test within 20 minutes to confirm or reject the result;
  - (c) If the result of the confirmation re-test gives a negative result the person can return to work immediately;
  - (d) If the confirmation re-test is declined or the confirmation re-test is again positive the person shall not be permitted to attend any workplace for at least twelve hours after the test;
  - (e) Appropriate steps shall be taken to safely transport the person home;
  - (f) A re-test which indicates a negative result shall be required prior to the person returning to the workplace and the re-test is to be supervised by a nominated/delegated of the person;

- (g) The employee shall be permitted to use sick or other leave entitlements (if available) to cover the absence and, in the case of an employee, be offered assistance through the EAP provided by HRP; and
- (h) A breach of the Drug and Alcohol Procedure by the Employee shall be dealt with in accordance with clause 31 (Discipline and Behaviour) and/or removed from the HRP site or relevant workplace.

**Positive (unconfirmed positive) Saliva Test Result**

*Employee (For-Cause Test or Random Test)*

12.2 Where an Employee returns an unconfirmed positive result for a saliva drug test through a for-cause or random test the following steps will apply:

- (a) The Employee will be notified by the sample collection agent that their saliva test produced an unconfirmed positive result;
- (b) If a person has an unconfirmed positive result, an unconfirmed positive analysis will need to be provided in accordance with AS 4760 Procedures for specimen collection and the detection and quantitation of drugs of abuse in oral (saliva) fluid, by the HRP approved Sample Collection Agent or via a Medical Practitioner;
- (c) The saliva sample will then be sent to the accredited laboratory for further analysis;
- (d) Appropriate steps shall be taken to safely transport the person home;
- (e) Pending the outcome of the accredited laboratory analysis, the Employee will be required to take leave at no expense to the employee's leave balance pending the outcome of the confirmatory test result;
- (f) The Employee is not to be permitted to re-enter any HRP controlled site until they have undertaken a follow-up test by a sample collection agent and received a negative test result.

**Confirmed Negative Result**

12.3 If the saliva analysis is a confirmed negative result then the person will be allowed to return to work immediately.

12.4 The proceeding time away from work will not be at expense to the employee's leave balance.

**Employee (Confirmed Positive Result)**

12.5 Should the accredited laboratory saliva analysis establish a confirmed positive result the Accredited Laboratory will notify the HR Manager and the following process shall be followed:

- (a) A breach of the Drug and Alcohol Procedure by the Employee shall be dealt with in accordance with clause 31 (Behaviour and Discipline) and/or removed from the HRP site or relevant workplace. The Employee shall be permitted to use sick or other leave entitlements (if available) to cover the absence and, in the case of an employee, be offered assistance through the EAP provided by HRP; and
- (b) The Employee shall not be permitted to return to work or to any workplace until a negative result is achieved through a further alcohol and other drug test result.
- (c) If the saliva analysis is a confirmed negative result then the person will be allowed to return to work immediately.

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## **13 TRAINING AND CONSULTATION**

All Employees will receive training and or awareness in the requirements of the Drug and Alcohol Procedure to ensure understanding and awareness of the

process implemented within the business. The training can include HSE induction training, face-to-face training, online training, and/or general awareness communication via email, standard post or other similar format, as deemed necessary by the relevant Manager of Function.

## 14 SUPPORT FOR EMPLOYEES

Employees may make use of the Employee Assistance Program (EAP).

## 15 DEFINITIONS

<b>Accredited Laboratory</b>	A laboratory accredited by the National Association of Testing Authorities (NATA) for human forensic drug testing in accordance with the appropriate Australian Standards.
<b>Competent person</b>	A competent person for any task means a person who has acquired, through training, qualification or experience, or a combination of them, the knowledge, skills and ability to carry out that task.
<b>Confirmatory test</b>	A process involving an Accredited Laboratory that determines a concentration of a specific drug or metabolite in a saliva sample with reference to the specified target concentrations.
<b>Confirmed negative</b>	A confirmatory test result at or below the specified target concentrations.
<b>Confirmed positive</b>	A confirmatory test result above the specified target concentrations.
<b>Drug</b>	Any substance or medication, including Synthetic Cannabinoids, capable of causing dependency, alteration of mood or impairment of judgment, concentration or coordination, when ingested, injected or otherwise absorbed or taken by a person.
<b>Fit for Work</b>	The physical and psychological condition of a person in which they undertake tasks competently and in a manner which does not create risks to the health and safety of themselves or other persons in the workplace.
<b>For Cause</b>	<ul style="list-style-type: none"> <li>• Where reasonable suspicion a person is appearing affected as a result of the influence of alcohol or other drugs.</li> <li>• Following a workplace health and safety incident which results in a significant with potential, vehicle damage, property damage.</li> <li>• After an incident relating to, or involving heavy machinery, such as a forklift, front-end loader, and other vehicles.</li> <li>• Where a site or project requires testing on a regular basis in accordance with applicable protocols.</li> <li>• Where a HRP Site has project maintenance or shut down work in progress.</li> </ul>
<b>HRP Site</b>	All owned or leased real estate and property of HRP including, without limitation, vehicles, equipment and machinery.
<b>Negative result</b>	A drug testing result which: <ul style="list-style-type: none"> <li>• In the case of initial testing, is at or below the on-site initial testing cut-off concentration level; and</li> <li>• In the case of a confirmatory test, is at or below the confirmatory test cut-off concentration level.</li> </ul>
<b>On site</b>	A place at which specimen collection occurs and where initial testing for drugs may be conducted.
<b>Sample Collection Agent</b>	A suitably qualified agency able to undertake the collection of saliva samples (drug testing) and using a breathalyser (alcohol testing).
<b>Supervisor</b>	Who an Employee directly reports to
<b>Synthetic cannabinoids</b>	A class of diverse chemical compounds that activate cannabinoid receptors. Synthetic cannabinoids encompass a variety of distinct chemical classes.
<b>Target concentration</b>	A concentration expressed in units such as ng/ml that is sufficient to detect that a person has ingested a particular drug.

<b>Unconfirmed positive</b>	An on-site positive testing result above the specified target concentrations.
<b>Unconfirmed positive analysis</b>	Saliva analysis of an unconfirmed positive saliva test, report will align to initial saliva test indicators.
<b>Workplace</b>	Means a place, whether or not in a building or structure, where Employees work.

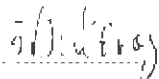
# SIGNING PAGE

For and on behalf of Hazelwood Power Corporation Pty Ltd

Name Vanessa McEvoy

Position EGM - Human Resources,  
Internal Communications & Safety

Address 2 Southbank Blvd, Southbank 3006

Signature 

Date 10.3.23

Witnessed by Cameron Herrington

Witness signature 

Witness address 2 Southbank Blvd,  
Southbank 3006

For and on behalf of the Construction, Forestry, Maritime, Mining and Energy Union

Name MARK RICHARDS

Position SECRETARY

Address P.O. BOX 918

MORWELL, VIC 3840

Signature 

Date 06/03/2023

Witnessed by PAULA WILLIAMS

Witness signature P. Williams

Witness address Po Box 918

MORWELL VIC 3840

For and on behalf of Australian Services Union

Name Tash Wark

Position Deputy Branch Secretary

Address 116 Queensberry Street

Carlton South Vic 3053

Signature 

Date 20 March 2023

Witnessed by Gleise Cipriano

Witness signature 

Witness address 116 Queensberry Street

Carlton South Vic 3053

For and on behalf of Automotive Food Metals Engineering Printing and Kindred Industries Union  
(t/a Australian Manufacturing Workers Union)

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

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

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

.....

Signature .....

Date .....

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For and on behalf of Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing  
and Allied Services Union of Australia

Name Troy Gray ..... Witnessed by Zoe Evers .....

Position State Secretary ..... Witness signature  .....

Address Level 1, 200 Arden Street ..... Witness address Level 1, 200 Arden Street  
North Melbourne VIC 3051 ..... North Melbourne VIC 3051

Signature  .....

Date 6 March 2023 .....

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**IN THE FAIR WORK COMMISSION  
AT MELBOURNE**

*Fair Work Act 2009*

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

**Matter No:** AG2023/591

**Matter:** Application for approval of the Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023

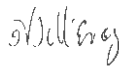
**Applicant:** Hazelwood Power Corporation Pty Ltd

**Undertaking – Section 190**

I, Vanessa McEvoy, Executive General Manager ANZ – HR, Internal Communication & Safety, have the authority given to me by Hazelwood Power Corporation Pty Ltd to give the following undertakings with respect to the *Hazelwood Rehabilitation Project & Mine Enterprise Agreement 2023 (Agreement)*:

1. For the purpose of the additional week of annual leave provided by the NES, a shiftworker is an Employee covered by this Agreement who:
  - (a) works a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the 7 days of the week; and
  - (b) is regularly rostered to work on Sundays and public holidays.
2. The following clauses will operate subject to the NES:
  - (a) clause 22 of the Agreement, which means an Employee will be entitled to 10 days of paid family and domestic violence leave in accordance with section 106A of the *Fair Work Act 2009* (Cth) (**Act**);
  - (b) clause 23 of the Agreement, which means a child for the purposes of unpaid adoption leave provided by the NES will include a child who is under 16 years of age as at the day of placement in accordance with section 68(1)(a) of the Act; and
  - (c) clause 25.2 of the Agreement, which means an Employee will be entitled to compassionate leave for stillbirths or miscarriages in accordance with section 104(1)(b) and (c) of the Act.

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

Signature 

Date 28 March 2023