



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Loy Yang B Operations & Maintenance Pty Ltd
(AG2022/3554)

LOY YANG B ENTERPRISE AGREEMENT 2022

Electrical power industry

COMMISSIONER YILMAZ

MELBOURNE, 13 SEPTEMBER 2022

Application for approval of the Loy Yang B Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Loy Yang B Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Loy Yang B Operations & Maintenance Pty Ltd. The Agreement is a single enterprise agreement.

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

[3] The Australian Municipal, Administrative, Clerical and Services Union and the Construction, Forestry, Maritime, Mining and Energy Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and in accordance with s.54, will operate from 20 September 2022. The nominal expiry date of the Agreement is 1 September 2026.



COMMISSIONER

[2022] FWCA 3174

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VISION STATEMENT

The economic health and success of the Company together with the well-being of all at Loy Yang B depends on the success of a shared commitment by management and employees to work collaboratively together.

This Agreement aims to promote Loy Yang B as a model and establish the Company and the Union working relationship as the standard of collaborative excellence within LYB, Alinta and the electricity industry.

This Agreement will establish and support an environment that embodies employee empowerment and employees will be encouraged and supported to actively participate in:

- (a) identifying and solving problems;
- (b) assisting the broader LYB and Alinta business; and
- (c) developing "co-ownership" of the Power Station destiny.

The Company commits to:

- A working environment that engages its employees as key stakeholders in the Company outcomes;
- Seeking out and genuinely taking into consideration the views of its employees in its decision making; and
- Ensuring a relationship with its employees based on open and honest exchange.

The employees and unions commit to:

- Adopting partnership values based on respect;
- Open communication focussed on problem solving; and
- A desire to support the success of the Company.

Nothing in the Vision Statement affects the rights and obligations set out in this Agreement and it shall not be used in the interpretation of the meaning or intent of any other clause set out in this Agreement.

1 TITLE

This Agreement shall be entitled the Loy Yang B Enterprise Agreement 2022.

2 COVERAGE & APPLICATION

This Agreement shall cover:

- (a) LYB Operations & Maintenance Pty Ltd, ACN 055 563 696 and/or any successor(s), assignee(s), transmittee(s) (including receivers, managers, trustees, administrators or liquidators) who have control over the Loy Yang B power station assets (whether immediate or not) belonging to or of the whole or part of the business (Company); and
- (b) All the employees employed by the Company (employees) with the exception of those employees of the Company listed in clause 2(c) below.
- (c) The only positions excluded from the coverage and application of this Agreement are any management positions with a minimum guaranteed earnings above salary step 19 (see Appendix A) and any existing management positions at the date of approval of this Agreement.

The number of management positions excluded from coverage and application of this Agreement is a matter for LYB Management to decide. The addition of LYB management positions will not be used to reduce or displace the duties, functions or number of employees within the classifications covered by this Agreement. Existing classifications or functions covered in this Agreement will not be reclassified, retitled or otherwise changed such that they are moved outside the coverage of this Agreement.

- (d) The Construction Forestry, Maritime Mining and Energy Union and Australian Municipal, Administrative, Clerical and Services Union provided each one becomes covered by this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth).

Hereinafter referred to as "the Parties".

The terms of this Agreement apply in a manner that does not exclude the NES insofar as there is any inconsistency between the provisions of this Agreement and the NES contained in the Fair Work Act 2009 (Cth), the more beneficial entitlement will prevail to the extent of such inconsistency.

3 WORKPLACE FLEXIBILITY

A principle of this Agreement is to maintain workplace flexibility and multi-skilling. To achieve this, employees may be reasonably requested, and will not unreasonably refuse, to use their recognised skills and qualifications to the level of their ability in a safe and legal manner. However, workplace flexibility and multi-skilling will not be used so as to diminish an employee's substantive role and/or normal pay.

4 CLAIMS

This Agreement settles all the claims of the Company and the employees in relation to the terms and conditions of employment for the duration of this Agreement. However, the negotiations on a replacement agreement will commence at least three months before the nominal expiry date of this Agreement.

5 DATE & PERIOD OF OPERATION

This Agreement shall come into operation seven days after the Agreement is approved by the Fair Work Commission ('FWC') or on 1 September 2022 (whichever is the latter) and shall remain in force until the nominal expiry date 1 September 2026.

This Agreement shall continue to operate after its nominal expiry date unless terminated or replaced.

6 DISPLAY OF AGREEMENT

The Company shall make this Agreement available to all employees.

7 TYPES OF EMPLOYMENT

7.1 ENGAGEMENT

Employment shall be permanent full time except that employment may be part time in accordance with clause 7.2, casual in accordance with clause 7.3 or fixed term in accordance with clause 7.5.

At the time of engagement, the Company will inform each employee of the type of employment.

New employees will be employed for a probationary period of three months.

7.2 PERMANENT PART TIME EMPLOYMENT

- (a) A part time employee:
 - i. Works an average of less than the full time hours of 36 per week;
 - ii. Has reasonably predictable hours of work; and
 - iii. Receives, on a pro rata basis, equivalent pay and conditions to full time employees in the same classification.
- (b) At the time of engagement the Company and the part time employee will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- (c) All time worked in excess of the hours as mutually arranged will be overtime and paid for at overtime rates.
- (d) For each ordinary hour worked, a part time employee will be paid no less than one thirty-sixth of the weekly rate of pay for the relevant classification plus any applicable allowances.

- (e) Where a part time employee works on a roster, the employee will receive a minimum number of days off over the roster cycle being a minimum of two days multiplied by the number of weeks in the roster cycle.
- (f) Permanent part-time employees who are engaged:
 - i. for less than an average of 18 hours per week shall receive half the health benefit described in clause 10.7;
 - ii. for an average of 18 hours or more per week shall receive the full health benefit described in clause 10.7.

7.3 CASUAL EMPLOYMENT

- (a) A casual employee is an employee engaged and paid as such.
- (b) The Company may employ persons on a casual basis for the purpose of meeting short term needs not exceeding six months on an intermittent basis.
- (c) A casual employee must be engaged for a minimum of a full shift.
- (d) For each hour worked, a casual employee will be paid no less than one thirty-sixth of the weekly rate of pay for the relevant classification, plus a casual loading of 25% plus any applicable allowances, loadings and penalty rates.
- (e) A casual employee is entitled to overtime:
 - i. Where the employee is a casual shift work employee:
 - For time worked beyond the end of a shift at the request or direction of the Company; or
 - For time worked over a roster cycle in excess of 36 hours multiplied by the number of weeks in the roster cycle (where such excess time has not already attracted overtime);
 - ii. Where the employee is a day work employee, for time worked at the request or direction of the Company that is in excess of the hours of work as shown in clause 12.2, save that a casual employee is not entitled to the casual loading for time worked and paid as overtime.
- (f) Casual loading is paid instead of annual leave, paid personal/carer's leave, public holidays not worked, notice of termination, redundancy benefits and the other attributes of full time or part time employment.
- (g) A casual employee is entitled to the shift loading for rostered shifts worked by the employee.
- (h) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

7.4 SECONDMENTS

7.4.1 SECONDMENTS WITHIN LYB

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

- (a) Secondments are voluntary;
- (b) Rotation of personnel through the role may occur;
- (c) The individual returns to their normal role and work arrangements after the secondment;
- (d) The individual is not financially disadvantaged by such secondment;
- (e) The individual's continuity of employment and service is not affected by the secondment; and
- (f) Secondments shall not exceed twelve months other than to cover long-term illness, injury or parental leave (where the employee's position is then filled by a temporary employee) however, secondments can be extended up to a further 12 months if agreed by the Parties. Such agreement will not be unreasonably withheld.

7.4.2 SECONDMENTS EXTERNAL TO LYB

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

- (a) Secondments are voluntary;
- (b) The employee does not take any of their normal LYB duties across with the secondment;
- (c) The employee remains on the payroll of the Company;
- (d) The employee remains under the coverage and application (Clause 2) of this Agreement;
- (e) The employee remains on their chosen superannuation scheme;
- (f) The employee remains eligible to receive the LYB Productivity Incentive payment outlined in this Agreement;
- (g) The employee returns to their substantive position and work arrangements after the secondment;
- (h) The employee may work local site hours by agreement between the employee and the Company;
- (i) The employee is not financially disadvantaged by such secondment;
- (j) The employee's continuity of employment and service is not affected by the secondment; and
- (k) Secondments shall be on a weekly basis and shall not exceed twelve months duration; however, secondments can be extended by up to a further twelve months if agreed by the Parties. Such agreement will not be unreasonably withheld.

7.4.3 BACK-FILLING OF LYB POSITIONS VACATED BY SECONDMENTS

LYB positions vacated by temporary secondment shall be back-filled on the following basis:

- (a) All LYB positions vacated by secondment shall be back-filled within two months if filled by an internal LYB employee or three months if filled by external labour;
- (b) Back-filling positions at LYB, temporarily made vacant by secondment, shall be filled by using Internal LYB employees first; and
- (c) Back-filling positions at LYB, temporarily made vacant by secondment, shall only be filled from labour hire or employees from related entities if no suitable internal applicants are available.

7.4.4 EMPLOYEES OF RELATED LYB AND CTFE ENTITIES SECONDED TO LYB

Employees of other related entities shall only work at Loy Yang B power station on the following basis:

- (a) If there are no suitable Company employees, as agreed by the Parties, who are willing to fulfil the role.
- (b) The Company will not retrench, make redundant, or otherwise terminate the employment of any employee covered by the application of this Agreement in order to replace such employee(s) with an employee from another related entity;
- (c) Employees of other related entities shall not perform the normal work or role of any employee(s) covered by the application of this Agreement, other than to cover long-term illness, injury or parental leave (where the employee's position is then filled on a temporary basis) or for fixed-term
- (d) If during the period of the secondment of the employee from a related entity to LYB it is identified that there is excess labour resources at LYB, the secondment of that employee will cease and a suitable internal LYB employee deployed to cover the role;
- (e) Employees of related entities will not be considered internal employees for the purposes of clause 9;
- (f) Where the employee(s) of other related entities is/are filling a role covered by this Agreement, he/she shall not be paid less than the relevant pay scale (including penalty rates and allowances) designated for that role in the classification table (Appendix B) and
- (g) Employee(s) of other related entities shall not work at Loy Yang B power station for longer than twelve (12) months cumulative unless agreed by the Parties other than to cover long-term illness,

injury or parental leave filled on a temporary basis. Such agreement will not be unreasonably withheld.

7.5 FIXED TERM EMPLOYMENT

7.5.1 GENERAL

A new employee may be engaged on a fixed term contract of employment that includes all the terms and conditions of permanent employees under this Agreement except in respect to superannuation. Such fixed term contracts will only be used to fill a position for up to twenty-four months:

- (a) due to the absence of the incumbent as a result of ill health, workers' compensation, long service leave, leave without pay, study leave or parental leave;
- (b) to provide specialised services for a fixed or limited period; or
- (c) to provide additional support for a project or other work of limited duration.

Any extension of service will only be permissible by agreement between the Parties.

7.5.2 GRADUATE PROGRAM

The Company may appoint for a period of up to twelve months a "Graduate" (an employee who has graduated from tertiary studies within two years of engagement) on fixed term employment for the purpose of providing work experience.

Graduates will be paid within the range of salary steps 4 to 6 (see Appendix A).

Graduates will not be entitled to the productivity incentive scheme (clause 10.6) or the Health Benefits Plan (clause 10.7).

8 EMPLOYMENT SECURITY

8.1 TERMINATION NOTICE

Permanent employees or fixed term employees (full time or part time), may terminate their employment at any time by giving four weeks' notice to the Company or the forfeiture of salary in lieu of notice period not worked.

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

Where fixed term employment is terminated by the Company earlier than the intended finish date of the fixed term, the employee shall be given four weeks' notice or equivalent payment in lieu of all or part of the notice period.

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

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

All entitlements (accrued and pro-rata) will be paid out as soon as reasonably practicable effective on the date of termination.

8.2 TERMINATION DUE TO ILL HEALTH OR INCAPACITY

In the event that an employee is unable to return to meaningful work due to a long-term illness or injury the Company may take appropriate steps to terminate the employee provided that:

- (a) The Company complies with the Superannuation Fund rules and processes;
- (b) All Company obligations with respect to employee entitlements in respect to workers' compensation and accident make-up pay are complied with;

- (c) Prior consultation has occurred with the employee, appropriate doctors (representing both the employee and the Company), Company management and the employee's nominated representative;
- (d) In the case of an employee below his or her preservation age, the employee receives a lump sum payment of twelve months' salary at their Normal Pay rate plus continuation of current health benefits membership at no cost to the employee for a period of two years from the termination date;
- (e) In the case of an employee above his or her preservation age, the employee continues to receive their normal pay and entitlements until the employee is in receipt of ill health benefits from Equisuper (up to six months) and beyond that continuation of current health benefits membership at no cost to the employee for a period of one year from the termination date; and
- (f) The Company shall fund and provide the employee's access as required to the employee assistance program resources and at least one paid visit to a financial planner.

8.3 EMPLOYMENT SECURITY FOR PERMANENT EMPLOYEES

The Company commits to providing long-term job security for its employees. Employees shall be retained in agreed and meaningful roles.

An employee's employment will not be terminated on the grounds of redundancy except on a voluntary basis. There shall be no forced redundancies.

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

8.4 VOLUNTARY REDUNDANCY

8.4.1 SELECTION

After consulting with the affected employee/s and any appointed representative/s, the Company will seek expressions of interest from employees to determine whether any employee wishes to be considered for voluntary redundancy. All expressions of interest received by the Company will be considered. The Company will determine whether any employee who has expressed an interest, is to receive an offer of voluntary redundancy having regard to the following factors:

- (a) The number of positions determined to be redundant;
- (b) The skill mix of the employees who have expressed an interest in accepting voluntary redundancy; and
- (c) The skill mix required by the Company to maintain its ongoing operations at the Power Station

8.4.2 ACCEPTANCE

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

- (a) The date by which the offer must be accepted;
- (b) The date on which employment will terminate if the offer is accepted;
- (c) An estimate and break down of the total termination payments (including the redundancy payment) that the employee will receive on termination of employment.

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

The Company is not obliged to make any offer of voluntary redundancy to any employee, whether or not that employee has expressed an interest in accepting voluntary redundancy.

8.4.3 REDUNDANCY BENEFITS

An employee accepting an offer of voluntary redundancy shall receive the following, in addition to any other entitlements payable on the termination of that employee's employment:

- (a) Redundancy benefit of four weeks' normal pay for each completed year of service and a pro rata equivalent for the current year of service if that is less than a completed year;
- (b) External training or outplacement service allowance of \$4000; and
- (c) Continuation of membership of the current Health Benefits Plan (see clause 10.7) at no cost to the employee for a period of six months from termination date.

Where an employee's employment with the company is terminated due to compulsory redundancy due to station closure, employees will be entitled to the benefits described above.

8.5 JOB SECURITY - CONTRACTORS & LABOUR HIRE

Contractors and labour hire companies may be used for the performance of work on the Power Station and associated infrastructure from time to time to meet abnormal workloads and work that has always previously been performed by contractors/labour hire, provided that the job security of employees is not affected or if it would otherwise reduce the work normally performed by LYB employees.

The Company will not retrench, make redundant, or otherwise terminate the employment of an employee covered by this Agreement in order to replace such employee(s) with a contractor or otherwise have the work performed by the employee undertaken by a contractor or the employees of a contractor or otherwise outsourced. Where a reduction of labour is necessary contractors and labour hire employees will go first.

8.6 RELOCATION OF EMPLOYEES OR WORK

Employees of the Company will not be compelled against their will to relocate away from the LYB power station site.

Employees may agree to work at other assets other than by secondment up to 13 full working days per year on a rolling basis. Additional days may be agreed by the Parties.

All work normally performed by employees of the Company will remain at the LYB power station site unless agreed by the Parties.

9 PERSONNEL SELECTION & CAREER PATH

- (a) Selection and appointment shall be on merit. Criteria for selection will be based upon but not limited to objective job related competencies, qualifications, experience, skills and aptitudes necessary to perform the job.
- (b) Personnel selection shall, at all times, embrace the principles of equal opportunity and fair treatment. In particular, the Company will recruit, train, and promote persons without regard to sex, race, political or religious beliefs, or any other discriminatory basis inconsistent with Federal or State law.
- (c) To encourage career advancement, job vacancies and all secondments (pertaining to LYB position vacancies) will be advertised internally in the first instance unless the circumstances described in (d) below apply. In the circumstances where no internal applicant/s apply for the role or internal applicants do not possess the prerequisites as specified in the position description form or are assessed (via their application, aptitude tests and an interview) to not meet the criteria listed in (a) above, vacancies will then be re-advertised both internally and externally.
- (d) Where the Company recognises there are no employees with the pre-requisites vacancies may be advertised both internally and externally simultaneously.
- (e) Unless otherwise agreed to by the Parties, all vacancies will be advertised within two months of a position becoming vacant and filled within a four month period from the time of the vacancy being realised.

- (f) For the avoidance of doubt “vacancies” will also include those positions unoccupied due to leave without pay, personal leave, parental leave and WorkCover absences exceeding four (4) months duration. Where the period of the “vacancy” is uncertain in the cases of personal leave or WorkCover absences, the Parties will review the situation regularly within the collaborative forum.

10 SALARIES & BENEFITS

10.1 RATES OF PAY

Rates of pay are shown in Appendix A and shall be paid in accordance with an employee’s pay level and hours of work.

The pay levels of each classification covered by this Agreement shall be in accordance with Appendix B of this Agreement. The classifications are broad-banded across a number of salary streams.

Appendix A includes the following increases in salary rates:

EFFECTIVE DATE OF INCREASE	INCREASE
1 July 2022	3%
1 October 2022	3%
1 October 2023	3%
1 October 2024	3%
1 October 2025	3%

10.2 SIGN ON BONUS

Upon a successful vote of this Agreement, all permanent employees employed by the company as at the last day of the vote will be paid an up-front single lump sum payment of 5.6% calculated on their normal annual base rate of pay as at 30 June 2022.

10.3 PAYMENT OF SALARY

All employees will be paid fortnightly by Electronic Funds Transfer (EFT).

Except in abnormal circumstances, employee entitlements will be paid within the fortnight in which they occur, provided in the case of overtime and higher duties, it has been applied for and approved in the payroll system.

An electronic pay slip will be available for each pay period detailing all payments, deductions and leave balances.

10.4 HIGHER DUTIES

An employee who performs the duties of a higher classification (salary step) for a continuous period of not less than four hours shall be paid for the day/shift at the substantive salary step of the position.

An employee on higher duties shall continue to be paid for such higher duties whilst on paid leave subject to the employee continuing duties in the higher classification on completion of such leave.

Employees shall not work higher duties for periods exceeding six months unless otherwise agreed by the Parties.

Operator Technicians who are required to be in charge of a Unit when two generating Units are in service shall be paid as Operator/Technician 3 on a per shift basis.

Employees may be required to perform tasks at a lower level provided they possess the requisite skills and have been trained to safely perform the task. Duties will not be allocated in such a way so as to result in de-skilling of employees.

10.5 SALARY PACKAGING

The Company shall provide a range of salary packaging options for employees, whereby the Company and the individual employee agree that the employee will take part of his or her salary as a combination of cash and non-cash benefits.

An employee may salary sacrifice or package his or her salary in any legal form, provided that there is no additional employment cost to the Company.

Items which may be salary sacrificed and taken as non-cash benefits are, in general, those with a concessional tax treatment and, include but are not limited to superannuation, novated and associate lease deductions.

The employee shall bear the cost of seeking individual advice from taxation or financial advisers about salary packaging or sacrifice arrangements.

10.6 PRODUCTIVITY INCENTIVE

Extra remuneration by means of an annual productivity incentive shall give employees the potential to earn income higher than the rates outlined in Appendix A of this Agreement.

Eligibility for access to a Productivity Incentive under clause 10.6 for an employee commences after three months' employment and requires that the employee is employed as a permanent full-time or permanent part-time and fixed-term employee of the Company.

Graduates, employed pursuant to clause 7.5 and casual employees, employed pursuant to clause 7.3, will not be eligible for any Productivity Incentive under clause 10.6 of this Agreement.

The Parties shall establish the basis of calculating the productivity incentive payment at the beginning of each financial year where:

- (a) 30% of annual Base Rate earnings for day work employees and 30% of Normal rate of pay for shift work employees will be a stretching but attainable target and will be the highest Productivity Incentive achievable, which has two components as follows:
 - i. Part 1 – Workplace Focussed Performance (15%) - based on workplace focussed performance, including Generation Availability Factor with a total contribution to the productivity incentive of 15%.
 - ii. Part 2 – Whole of Business Performance (15%) - reflects the key financial objectives of the power station, which are 6% Earnings Before Interest & Tax (EBIT), 3% Free Cash Flow and 6% for Market Capture.
- (b) The resultant productivity incentive payment may be any percentage of base rate earnings (Base rate for day work employees and Normal rate of pay for shift work employees) within the range of zero to 30%.
- (c) Criteria for the payment of a productivity incentive are based on the model in Appendix D.

There will continue to be an explanation provided to the CFMMEU/ASU by the Company that clearly explains the approved budget and its implication for the Productivity Incentive targets which demonstrates that they are realistically stretching and attainable.

Distribution of the Productivity Incentive will be to each eligible employee at the percentage rate determined in accordance with this clause applied to the individual employee's annual earnings at the appropriate rate.

Having satisfied the eligibility requirement, the productivity incentive is paid on a pro-rata basis reflecting the period of employment in that financial year. The annual productivity incentive will be paid no later than the first full pay period one month after the conclusion of the Financial Year.

In the event that there are changes proposed to the Company's Financial Year, the Company will provide employees with written notice of the proposed changes. If this occurs, the calculation of the annual Productivity Incentive for that Financial Year will start on 1 July and end on the day before the start of the new Financial Year. The annual Productivity Incentive will be paid on a pro-rata basis for that Financial Year (the Financial Year during which the change is made) no later than the first full pay period which falls one month after the conclusion of the financial year.

10.7 HEALTH BENEFITS PLAN

- (a) As soon as practicable after commencement of employment, permanent employees and fixed-term employees (with the exception of graduate employees) shall be offered, by the Company, and the employee may elect to accept, joining the Company's Health Benefits Plan.
- (b) The Company's Health Benefits Plan will allow an employee to select either family or single health cover from a health services organisation nominated by the Company.
- (c) The Company will contribute 80% of the cost of each employee's selected health cover. The employee shall authorise the Company to make regular payroll deductions of an amount equivalent to 20% of the cost of the employee's health cover selection.
- (d) The Company may elect to join a table or series of tables within the Health Benefits Plan which may include the payment of an excess or co-payment or similar so as to manage its premium liability. In such case the Company will absorb such excess or co-payments. In the event that the Company elects to return to tables with a higher premium such premium will continue to be split at the 80% / 20% ratio.
- (e) Employees may review their choice of health cover at any time and apply to change their selection from the date of commencement of the pay period following notification to the Company of their decision subject to compliance with the rules of the health insurance plan. Should an employee elect to take out a higher level of health cover than that provided under the Health Benefits Plan, all additional cost will be borne by the employee and paid direct to the health provider.
- (f) The Health Benefits Plan provided shall not be less than the level of cover provided as at 1 April 2020.

10.8 ORGANISATIONAL STRUCTURE

At the commencement of this Agreement the organisation structure shall be as detailed in Appendix C. Permanent Company employees shall be appointed to each of the positions shown in the organisational structure. Any change to the structure while this Agreement is in operation, including but not limited to changes to job titles, roles or the number of employees shall only occur where agreed between the Company and a majority of the affected employees.

If voluntary redundancies are sought and accepted in accordance with clause 8.4, or a new position is proposed to be created, appropriate changes to the organisational structure may only occur in accordance with clause 25.

The Parties will discuss the appropriate salary range to apply for any new positions or for any existing positions, which have substantially changed roles and/or responsibilities. The Parties will attempt to reach agreement. Where agreement cannot be reached between the Parties, the position classification and salary rate will be determined by the Hay Group job evaluation method (or another equivalent methodology for role rating as agreed by the "Parties"); measured relative to all other positions at the Loy Yang B power station.

The Company commits to maintain 4 apprentices, 2 trainees/graduates. The Company will assess the ability of the business to maintain this support on an annual basis (subject to budgetary constraints) on a best endeavours basis.

10.9 SALARY REVIEW

Career streams shall provide for salary advancement based on the achievement of agreed individual performance objectives, personal development and application of appropriate competencies.

Salary reviews will occur at intervals as detailed in the following schedule:

Salary step	8 & below	9	10	11	12	13	14	15	16	17	18	19
Interval in Months	12	15	15	15	18	18	24	24	24	30	30	N/A

In addition to the above schedule, the following points are applicable to review of salaries:

- (a) A salary review is to take place within four weeks of the programmed date. In the event that a review is late and pay advancement is to take place, then the pay advancement will be back-dated to the programmed date.
- (b) Where pay advancement is not granted, an employee may request and be granted a review by the Human Resources Manager in conjunction with the employee (and/or their nominated representative) to ensure the fair treatment of the employee.
- (c) If, in the event that the employee does not agree with the outcome specified in (b) above, prior to the initiation of a dispute (in accordance with clause 27), the matter may be referred to the Collaborative Forum (clause 30) for review. If the employee does not agree with the outcome of the process then the matter can be referred to clause 27 for resolution.
- (d) In the event of an unsuccessful salary review, where requested by an employee, a review shall be conducted each six months until the employee's performance is such that pay advancement is warranted. When this advancement occurs, the subsequent review period will revert back in line with the schedule for that pay step.
- (e) Where an employee will fall due for a review over a period of extended leave, the supervisor shall where reasonably practicable, conduct the review before the employee finishes work and starts leave.
- (f) For new employees a review shall be conducted within twelve months. Thereafter, reviews will be conducted in accordance with the schedule.
- (g) All salary reviews (whether an adjustment is recommended or not) will be subject to review by the Loy Yang B Management team ensuring consistency and openness. Additional pay advancement may also be granted at the Company's discretion.
- (h) When a remuneration review takes place, the employee is not to be presented with adverse surprises, particularly relating to individual performance of which the employee has had no indication of during the previous period.

10.10 ALLOWANCES

10.10.1 AVAILABILITY

The following positions shall have the use of a Company supplied and maintained vehicle for work purposes and limited incidental personal use in lieu of availability allowance:

- (a) Maintenance Team Leaders (4 off);
- (b) Engineering Team Leader;
- (c) Reliability and Planning Team Leader; and
- (d) Chemical, and Environment Team Leader.

Availability means that the employee shall be continuously available outside normal working hours. An employee on availability shall not be required to remain at home, but shall ensure contact, by telephone or other means, and is available to take-up duty within a reasonable period of time.

An employee on availability who performs work at home or any place away from normal workplaces, in response to a telephone call or an alarm signal, shall be regarded as being on overtime for the period or periods concerned. Work shall include the making of necessary arrangements for other employees to attend to or otherwise deal with the matter, or to give directions and/or instructions to other employees. Payment shall be made for a minimum of one hour at the appropriate overtime rate for such work, provided that for subsequent calls within one hour of a payment qualifying call, only one minimum payment shall apply.

10.10.2 TRAVELLING, BOARD & INCIDENTAL EXPENSES

All reasonable travelling, meal and accommodation expenses incurred by an employee, whilst on Company endorsed business, shall be reimbursed by the Company.

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Additionally, any employee required to stay overnight away from the Latrobe Valley shall be paid the following living away from home allowance:

1 st July 2022	\$59.84
1st October 2022	\$61.64
1st October 2023	\$63.49
1st October 2024	\$65.39
1st October 2025	\$67.35

Time required to travel to and from an alternate work destination that is in excess of that time required to travel to and from the normal place of work shall either be paid as overtime, or such excess travel time shall occur during ordinary hours of work. This does not apply where the travel is overseas, interstate or any travel where overnight accommodation is provided by the Company or where the travel is related to approved examination/ study leave.

10.10.3 MEAL ALLOWANCE

Meal allowances payable under this Agreement shall be paid in accordance with clause 10.10.6.

10.10.4 FIRST-AID ALLOWANCE

All employees who are required by the Company to maintain a current Level 2 or 3 First Aid certificate shall be paid the allowance shown in clause 10.10.6.

10.10.5 TRAVEL ALLOWANCE

An Employee who is temporarily required to work at a site away from the usual workplace 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.

10.10.6 ALLOWANCE TABLE

Allowance	FROM 1 JULY 2022	FROM 1 OCT 2022	FROM 1 OCT 2023	FROM 1 OCT 2024	FROM 1 OCT 2025	FREQUENCY OF PAYMENT
First-Aid	28.63	29.49	30.38	31.29	32.23	Weekly
Meal	30.53	31.45	32.39	33.36	34.36	Per incident
ERT	27.71	28.54	29.39	30.28	31.18	Weekly paid to designated members of the ERT
Training Delivery	34.64	35.68	36.75	37.85	38.99	Paid per day for formal classroom delivery

11 SUPERANNUATION

11.1 SUPERANNUATION FUND

The Company will continue to make superannuation contributions to a fund of the employee's choice or the Equipsuper superannuation fund (Fund) for existing employees.

For employees who are engaged after the commencement of this Agreement, an employee may nominate a superannuation fund of their choice or may select the Fund. If an employee does not nominate a fund of their choice or the Fund, then by default the Company will be required to request an employee's current or 'stapled' superannuation fund details and pay superannuation contributions into that 'stapled fund'. If an employee does not have a 'stapled' superannuation fund, then by default the Company will make superannuation contributions to the Fund.

Where there is inconsistency between the Fund rules and the provisions of this Agreement, the provisions of this Agreement will prevail. Any amendment to the Fund rules that is detrimental to an employee will not apply except to the extent required by law. Where the terms of this Agreement provide for a benefit or outcome that is more favourable to the employee, the more favourable benefit or outcome shall apply.

As soon as practicable after commencement of employment, permanent employees will be required to make application for membership of the Fund. For any relevant changes to an employee's condition or status of employment the Company will advise the Fund as soon as practicable.

11.2 CHOICE OF DIVISIONS EQUIPSUPER

Permanent employees who join Equipsuper will have the choice to join either the Fund Accumulation Division or the Defined Benefit Division.

Casual and fixed term employees will only have the option to join the Fund Accumulation Division.

Defined Benefit Division members may exercise the right to transfer to the Fund Accumulation Division at any time, but after such transfer may not return to the Defined Benefit Division.

11.3 EMPLOYEE CONTRIBUTIONS

Employees may elect to make voluntary contributions to their accumulation account within the Fund (or their respective superannuation funds). The amount of voluntary contribution made may be altered by employees at least on a quarterly basis and can be deducted either from their pre-tax or post tax income in accordance with the salary sacrifice arrangements set out in clause 10.5 of this Agreement.

11.4 DEFINED BENEFIT MEMBERS

Benefits for defined benefit members are defined in the Equipsuper Superannuation Fund Rules. However, for the purpose of calculating benefits other than Death Benefit and Total Permanent Disablement Benefit, the benefit multiple accrual rate shall be 0.16 per year of membership of the Defined Benefit Division.

The Fund will, through contributions by the Company, provide benefits to employees in accordance with the Fund rules as follows but not limited to Retirement, Death, Total Permanent Disability, Resignation, Retrenchment, Ill Health and Termination.

Final average salary will be the highest 12 month period of salary across the employee's last ten years of employment with the Company.

11.5 ACCUMULATION FUND ONLY MEMBERS

Casual and fixed term employees will have appropriate contributions made (in accordance with the Superannuation Guarantee (Administration) Act 1992) to a complying Superannuation Fund of their choice.

Where an employee is not a member of the defined benefit fund and is an Accumulation Fund only member of Equipsuper, the Company shall contribute into the employee's superannuation account each pay period an amount of 13.5% of the employee's applicable Salary Rate (Appendix A).

11.6 DEATH (UP TO AGE 70) AND TOTAL AND PERMANENT DISABLEMENT (TPD) (UP TO AGE 65) FOR FUND ONLY MEMBERS

The company shall insure through the Fund for employees who are solely members of the Accumulation Fund the following benefits (death (up to age 70) and Total and Permanent Disablement (TPD) (up to age 65)):

- (a) A Death benefit equal to four (4) times the employee's current annual salary at Normal Pay; and
- (b) A TPD benefit equal to four (4) times their current annual salary at Normal Pay.

Salary Continuation Insurance and increased multiples of Death and TPD insurance (above the standard four (4) times of current annual salary at Normal Pay) are also available for members of the Accumulation Division but these are at the additional expense of the employee.

AUTO ACCEPTANCE

Under the Fund rules, both Defined Benefit and Accumulation Fund new employees who are already members of Equipsuper, and have previously had auto acceptance applied, are not eligible for auto acceptance for the fund insurances.

The company will identify these employees upon commencement and undertake a process with Equipsuper for new employees to apply to transfer their Equipsuper cover to the fund insurances. Employees who fail to apply to transfer their cover will not receive the fund insurances. Loy Yang B bears no liability for the provision of the Fund insurances in these circumstances.

11.7 SUPERANNUATION SURCHARGE

The Superannuation Surcharge was an additional superannuation tax payable by higher income earners and was abolished on the 30th June 2005. Contributions received after the 1st July 2005 are not surcharge able. Should members not have dealt with surcharge able contributions pre-1 July 2005, the Superannuation Surcharge will be treated in the following ways:

- (a) for Defined Benefit Division members, the superannuation surcharge is paid by the fund on behalf of the member and treated as an interest free loan to be repaid (deducted from payout) on cessation of Defined Benefit Division membership;
- (b) where Defined Benefit Division members have made additional 'top-up' contributions prior to 30 June 2005, and receive an assessment arising from those contributions, any related surcharge liability will also be treated as an interest free loan to be repaid (deducted from payout) on cessation of service; and
- (c) for Accumulation Division members, any future surcharge liability (arising from contributions prior to 30 June 2005) will be deducted, upon payment, from the member's individual account. This surcharge liability, if any, would be based on both Company and member pre-tax contributions.

11.8 FEES

The Company will, through contributions made to the Fund, cover Weekly Administration, and Asset Based Administration fees for members of the Fund.

11.9 SPOUSE MEMBERSHIP

Employees may elect to have spouse membership within the Personal Division of the Fund. The individual member will make all necessary arrangements and pay relevant administration fees. Contributions are to be made directly by the member, or spouse, to the Fund.

12 HOURS OF WORK

12.1 GENERAL

Employees shall work day work in accordance with clause 12.2 or shift work in accordance with clause 12.3.

Except when on approved leave, an employee not attending for duty shall not be paid for the time of such non-attendance, calculated to the nearest quarter of an hour.

12.2 DAY WORK

The ordinary hours of work of day work employees shall be seventy-two hours per fortnight.

Day work employees shall work an eight day fortnight. The eight day fortnight shall involve a pattern of Tuesday to Friday unless otherwise agreed between the Parties.

The Parties agree to maintain a skeleton crew on rostered days off.

Where a rostered day off falls on a public holiday or a substitute public holiday, the rostered day off will be moved to the nearest working day (or otherwise as agreed by the Parties).

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

Start and finish times may be varied where there is agreement between the employee concerned and the employee's supervisor or manager.

Each work day shall commence at 7:00 AM and conclude at 4:30 PM inclusive of a thirty-minute unpaid meal break.

Provided that one month's notice is given to the employee, the Company may require an employee to work a rostered day off that would otherwise occur during a planned unit outage period and instead have a day credited as annual leave.

The Parties agree that the Company will require a degree of flexibility for rostered days off to be moved to match workload and business demands. Movement of rostered days off may be agreed between the employee and their manager to balance the employee's needs and business requirements. It is expected that this requirement will be infrequent and such agreement (to move a rostered day off) will not be unreasonably withheld.

12.3 SHIFT WORK

12.3.1 GENERAL

The ordinary hours of work for shift work employees shall be thirty-six hours per week; averaged across the roster cycle (see clause 12.3.2) and taking into account 'PC Hours' (see clause 12.3.6).

Any employee that works shift work will be paid the shift loading shown in Appendix A.

12.3.2 2X12 SHIFT ROSTER

The roster cycle shall be twelve hour day and night shifts that cover the seven days of the week.

The 2x12 shift roster cycle, which repeats continuously, shall be ten days and consist of two 12-hour day shifts followed by one day off followed by two 12-hour night shifts followed by five days off. There is a 12-hour break between consecutive night shifts or consecutive day shifts and 24 hours between a day shift and a night shift.

Night shifts shall commence at 7 PM on the evening prior to the day marked as "N" on the roster and day shifts shall commence at 7 AM on the day marked as "D" on the roster. Shift hand-over shall take place in the twenty-seven minutes prior to the official shift starting time and shall be counted as time worked.

12.3.3 ROSTER CHANGE

The type of roster, shift duration, shift commencement time and/or roster pattern worked by employees shall not be changed and new shift rosters, of a type not in use at the date of approval of this Agreement by the FWC, shall not be implemented unless:

- (a) agreed by the Parties;
- (b) such change has been presented in writing for consideration by the affected employees for at least four weeks; and
- (c) is subsequently approved by at least two thirds of the affected employees.

Such agreement shall include an appropriate rate of remuneration.

12.3.4 SHIFT SWAPS

Shift work employees may mutually agree to swap shifts or parts of shifts in order to suit their personal needs provided that their respective Shift Supervisors approve of such changes (on the appropriate form where a full shift is involved) and remuneration for time worked shall occur as if the change had not taken place.

In the case of a full shift swap the form must be completed and signed by each party involved, submitted to the Authorised Leave Approver and marked-up on the electronic roster.

12.3.5 CREW SWAPS

Operator/Technicians may swap crews by written mutual agreement provided that:

- (a) The classification and/or skill requirement of the two crews is not unbalanced by the swap beyond the normal variances between crews; and
- (b) The Shift Supervisor of each of the two crews agree to the swap taking place; or
- (c) Where the two Shift Supervisors do not agree to the swap, a majority of the six Shift Supervisors agree that the swap is appropriate.

A crew swap also involves a swap in leave preference. A full written response will be generated by the respective requestors Shift Supervisor for feedback whether approval is granted or denied.

12.3.6 PC HOURS

Each year, in addition to their roster cycle, shift work employees will be rostered for up to 60 hours (in a minimum of eight hour increments) known as PC Hours.

The number of PC Hours will be reduced on a pro-rata basis for any extended period of leave, WorkCover absence, a secondment off shift or (for new shift work employees) any period prior to commencing shift work. For the purpose of this clause extended period of leave means one month. PC Hours will be rostered initially as five twelve hour day shifts no later than 31 March each year or within one month of an employee commencing shift work (whichever is later), evenly spread across the roster year and commencing immediately prior to a normal rostered day shift. Any PC hours not on the roster at the above times can only be added if agreement is reached with the employee. It is the company's responsibility to ensure utilisation of all PC hours so there will be no carry over into the next roster year.

PC Hours can be moved by agreement between the company and the employee to provide alternative times for training and development provided that the change is not less than 4 weeks' notice.

PC Hours can be moved for shift coverage at any time by agreement between the Company and employee.

PC hours shall be predominately utilised for training and development but may also be used for shift coverage or other duties.

Where possible PC hours will be planned on an annual basis in advance. The rostering will take into account personal circumstances e.g. pre-booked holiday.

Unless otherwise agreed by an employee, PC Hours shall not be rostered on a weekend, public holiday or during a Victorian public school holiday period.

PC hours may be moved by an employee throughout the calendar year to accommodate leave.

Normal leave entitlements apply to rostered PC hours i.e. a shift that was rostered for PC hours during a absence on personal leave, compassionate leave or any other leave shall be counted as part of that leave and thus deducted from the 60 PC hours.

Employees shall be credited PC hours as follows:

- (a) Work/Training at LYB – credited with the hours commensurate with the duration of the work and/or training, provided that an employee is entitled to a minimum of 8 hours of work and/or training.
- (b) Work/Training away from LYB – credited with the hours commensurate with the duration of the work and/or training inclusive of travel time, provided that an employee is entitled to:
 - i. a minimum of 8 hours of credit; or
 - ii. where travel exceeds 100 kilometres, a minimum of 12 hours credit.

12.3.7 MEAL & REST BREAKS

Rest breaks will be taken at appropriate stages in the work period commensurate with natural breaks in the work process.

Shift work employees shall be entitled to a minimum thirty minute paid meal break at least every five hours. Day work employees shall be entitled to a minimum thirty minute unpaid meal break at least every five hours.

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

The Company shall provide clean and hygienic facilities for employees to heat meals and make hot drinks during meal and or tea breaks, during which time the Company will provide milk, sugar, tea, Milo, chilled drinking water, electrolyte drinks and coffee (decaffeinated and regular). Additionally, the Company shall supply and maintain coffee machines and associated consumables. For the avoidance of doubt, "associated consumables" will include hygienic, disposable cups suitable for hot or cold drinks.

13 OVERTIME

13.1 GENERAL

All time worked by an employee in addition to the employee's ordinary hours of work as provided in clause 12 shall be remunerated as overtime. The overtime rate is calculated using the hourly rate shown in Appendix A times the relevant multiplier as follows:

- (a) In the case of overtime other than on a public holiday - double time;
- (b) In the case of overtime worked on a public holiday other than an Easter public holiday during a Unit outage - double time and a half with shift work employees having their hourly rate increased to include the shift loading; and
- (c) In the case of overtime worked on an Easter public holiday during a Unit outage - triple time with shift work employees having their hourly rate increased to include the shift loading.
- (d) In the case where the training is discretionary in accordance with clause 16, the overtime rate shall be single time with shift work employees having their hourly rate increased to include the shift loading.

Overtime on any day shall stand alone.

An employee who is required to perform work at home or any place away from the normal workplace, in response to a telephone call or an alarm signal, shall be regarded as being on overtime for the period or periods concerned. Work shall include the making of necessary arrangements for other employees to attend to or otherwise deal with the matter, or to give directions and/or instructions to other employees. Payment shall be made for a minimum of one hour at the appropriate overtime rate for such work, provided that for subsequent calls within one hour of a payment qualifying call, only one minimum payment shall apply.

The criteria which the Company shall apply to determine the allocation of overtime will be based upon the matching of the job skill and ability requirements of the task to the employee or employees able to perform the work effectively and efficiently. Within these criteria the Company shall use its best endeavours to share overtime amongst employees. For shift work employees this will involve utilisation of the agreed overtime call-in database.

13.2 REQUIREMENT TO WORK REASONABLE OVERTIME

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

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

- (a) fatigue or any other risk to employee health and safety that might reasonably be expected to arise if the employee worked the overtime;
- (b) the employee's personal circumstances (including family responsibilities);
- (c) the operational requirements of the Power Station and the Company;
- (d) any notice given by the Company of the requirement or request that the employee work the overtime;
- (e) any notice given by the employee of the employee's intention to refuse to work the overtime;
- (f) whether any of the overtime is on a public holiday;

- (g) the employee's hours of work immediately before the employee is required or requested to work the overtime;
- (h) any other relevant matter.

13.3 TIME IN LIEU OF OVERTIME

An employee shall be entitled to nominate and receive overtime remuneration in any of the following forms:

- (a) All pay (e.g.: in the typical case of 4 hours overtime - 8 hours pay at the overtime rate);
- (b) All time in lieu (e.g.: in the typical case of 4 hours overtime - 8 hours of time in lieu); or
- (c) 50% pay and 50% time in lieu (e.g.: in the typical case of 4 hours overtime - 4 hours pay at the overtime rate plus 4 hours of time in lieu),

except that above one hundred and forty-four (144) hours of time in lieu in any calendar year, options b) and c) above cease to be available until the next calendar year.

An employee may on written request have a portion of, or all of, their time in lieu balance paid out.

A minimum of eighty hours of balances remaining as at 31 December each year will be converted to annual leave. Balances above 80 hours will also be converted to annual leave providing that the annual leave accrual for the employee does not exceed levels specified in clause 19.2.2. Time in Lieu hours above the level specified in clause 19.2.2 will be paid out.

13.4 WORK CONTINUOUS WITH ORDINARY TIME

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

Where the overtime is to continue after the fourth hour (and after each subsequent four hours) the employee shall receive a meal break of twenty minutes which shall count as time worked and a meal provided by the Company or a meal allowance.

13.5 MINIMUM BREAK BETWEEN WORK ON SUCCESSIVE DAYS

- (a) When overtime work is required it will, wherever reasonably practicable, be arranged so that employees have at least ten consecutive hours off work between work on successive working days or shifts.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day or shift and the commencement of ordinary work on the next day or shift that the employee has not had at least ten consecutive hours off work between those times will be released after completion of the overtime until the employee has had ten consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of the Company an employee resumes or continues work without having had the ten consecutive hours off work, the employee will be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had ten consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

13.6 CALL IN

Employees called in to work, whether notified before or after leaving the workplace, shall be entitled to a minimum of four hours' overtime for such work. Periods of overtime worked immediately prior to or at the conclusion of the normal working day or shift will not be eligible for such minimum payment.

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

13.7 TRANSPORT OF EMPLOYEES

Where an employee, after having worked overtime, is suffering from fatigue and concern exists for his or her ability to safely travel home or the employee finishes work unexpectedly at a time when that employee's normal mode of transport is not available (e.g. a car pool), the Company shall provide conveyance of the employee (and their vehicle if applicable) to the employee's home.

14 STAND DOWN OF EMPLOYEES

- (a) The Company may, under this clause, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:
 - i. industrial action (other than industrial action organised or engaged in by the Company);
 - ii. a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
 - iii. a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- (b) However, any stand down of an employee due to the circumstances described above is subject to the following conditions:
 - i. The Company shall consult with affected employee/s and the Unions about measures to avoid or mitigate the effect of the stand down prior to making a decision to proceed with the stand down. Consultation will continue during the stand down.
 - ii. During a period of stand down, an employee shall be entitled to access any paid leave which they have accrued.
 - iii. An employee stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.
 - iv. A month's notice will be given before any stand down commences.

15 ROLES & RESPONSIBILITIES

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

Employees will be expected to use their recognised skills and qualifications to the level of their ability, with work being performed in a safe and legal manner.

The primary function of the Operator/Technician is to operate plant however, they will also perform maintenance duties when required, to the extent they are trained, proven competent and operational requirements allow.

The primary function of the Technician/Operator is to perform plant maintenance however, they will also perform operational duties when required, to the extent they are trained, authorised and maintenance activities allow.

16 TRAINING & DEVELOPMENT

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

The Company will pay all reasonable costs associated with Company approved training.

Where the Company determines that it is practicable and appropriate, the Company will provide training to enhance existing skill levels, to provide individuals with enhanced career paths and promotion opportunities as they arise and to provide a more satisfying working environment while increasing the overall performance of the business.

Training undertaken by employees will be recorded by the Company. Where possible and appropriate, the Company will provide nationally accredited training.

Training shall be provided during normal working hours wherever possible however, where training is undertaken outside normal working hours employees shall be entitled to remuneration as overtime. Such remuneration may be taken as pay or an annual leave credit at the discretion of the employee. The overtime rate shall be in accordance with clause 13 except that where the training is discretionary the overtime rate shall be single time.

Employees shall not be compelled to attend training on a rostered day off, weekend or public holiday. Where a shift work employee is required by the Company to attend training on a rostered day off, the employees shall be credited with a minimum of eight hours of attendance. Where a day work employee is required by the Company to attend training on a rostered day off, the rostered day off may be moved by agreement between the employee and the Company.

To maintain membership with professional bodies, which includes attendance at conferences, lectures and/or training to maintain the currency of their knowledge and/or affiliation of their professional association, the Company shall; subject to operational requirements at the time, provide time off normal duties without loss of pay and pay for attendance fees, accommodation, travel and other reasonable expenses associated with the attendance.

17 SHIFT OPERATIONS GROUP

17.1 OVERALL STAFFING LEVELS

The minimum number of Company employees appointed to the shift operations group shall be as detailed in the table below:

CLASSIFICATION	PER CREW	TOTAL
Shift Supervisor	1	6
Operator / Technician	6	31
Total	7	37

17.2 SAFE STAFFING LEVELS

The lower limit of Operations personnel present on rostered duty at any time to cover the skills required safely operate the plant shall be as detailed in the table below:

CLASSIFICATION	STAFFING
Shift Supervisor	1
Operator / Technician 3	2
Operator / Technician 2	1
Operator / Technician 1*	1
Total	5

*In the event that an Operator/Technician 1 is not available, this position can be filled by a suitably qualified employee.

Above the lower limit, the number of employees required to operate the plant on any shift is the decision of the respective Shift Supervisor giving consideration to the expected workload and the skills required to allow the work to proceed without undue delay. Consideration shall also be given to the need for skills required in the event of contingencies, such as an emergency response, Unit trip or Unit return to service.

A minimum requirement is that two Operator/Technicians 3's are maintained in the Unit Control Room to directly supervise each generating Unit at all times, regardless of any particular operating panel configuration.

Note: An Operator/Technician 2 can be used to fulfil the role of an Operator/Technician 3, if under the supervision of an Operator/Technician 3 or Shift Supervisor.

If agreed by the Parties; where there are less than two units in operation, the Safe Minimum Staffing levels may be varied.

Where any operator hasn't operated the LYB generating Units for a period of greater than three (3) months they shall undertake adequate refresher training and be assessed as being competent prior to being permitted to operate LYB generating Units. This training and assessment shall be conducted by a current, qualified LYB Operator.

17.3 ROLES

The Shift Supervisors shall rotate through the day work/shift relief position for periods of up to 350 days in accordance with the agreed system. Shift Supervisors may swap roster positions by mutual agreement. The Shift Supervisor allocated to the day work/shift relief position shall maintain the shift loading.

One Operator/Technician shall be designated as the project relief and be available to cover other Operator/Technicians that are absent from their roster attending to project work. The project relief continues to work shift work.

Where shift work employees work other than shift work (on a non-permanent basis) their remuneration arrangements shall not reduce.

Operator training shall be in accordance with Appendix F, which may be amended by agreement between the Parties.

17.4 QUALIFICATIONS

- (a) The Shift Supervisor shall have as a minimum:
 - i. Extensive power station operations experience in charge of large scale brown coal-fired boiler turbine units;
 - ii. High Risk licence for Turbine Open and Boiler advanced; and
 - iii. To be authorised as a High Voltage Earthing Supervisor at Loy Yang B power station within 3 months of being appointed to the position.
- (b) Operator / Technician 3 shall have as a minimum:
 - i. Three years' experience as a panel operator at Loy Yang B of large scale brown coal-fired boiler turbine units;
 - ii. High Risk licence for Turbine Open and Boiler advanced; and
 - iii. High Voltage Authorisation at Loy Yang B power station.
- (c) Operator / Technician 2 shall have as a minimum:
 - i. Two-years' experience as a field operator at Loy Yang B of large scale brown coal-fired boiler turbine units;
 - ii. High Risk licence for Turbine Open and Boiler advanced; and
 - iii. High Voltage Authorisation at Loy Yang B power station.
- (d) Operator / Technician 1 shall have as a minimum:
 - i. Basic field operator at Loy Yang B power station; and
 - ii. Low Voltage Authorisation at Loy Yang B power station.

Note: Experienced operators recruited for Operator / Technician 2 or 3 at Loy Yang B from other large scale coal-fired boiler turbine units may be "fast tracked" by undertaking a structured training course that is agreed by the Parties and mapped against the National Competency Standards. Once assessed as being competent (through peer review by current Loy Yang B Operator/Technicians who hold the relevant skill level and who are qualified in Certificate 4 in Workplace Training and Assessment or have successfully completed Enterprise Trainer and Assessor Skill Set Training, and after completing at least two (2) months of supervised on job training, these recruits can be exempt from the years of experience as specified in (b) and (c) above.

18 PUBLIC HOLIDAYS

18.1 GENERAL

Employees shall be entitled to the following public holidays without loss of pay - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day and any other day gazetted under the Public Holidays Act 1993 (Vic) or by the Minister in the Government Gazette.

18.2 SUBSTITUTE DAYS

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

Shift work employees will observe all public holidays on the traditional date they occur, unless they happen to fall on another public holiday, in which case a substitute day will be observed on the following day unless otherwise agreed by the Parties.

18.3 PUBLIC HOLIDAY OVERTIME

Subject to rates in clause 13.1, day work employees required to work on a public holiday shall, at the employee's discretion, either:

- (a) be paid double time and a half at Normal Pay rate; or
- (b) receive nine hours equivalent of which they may elect to accrue as annual leave, with the balance in salary.

18.4 SHIFT WORK EMPLOYEES

18.4.1 SHIFT WORK EMPLOYEE ROSTERED ON A PUBLIC HOLIDAY

Shift work employees required to work on a rostered shift, the major portion of which falls on a public holiday shall be entitled to double time and a half at Normal Pay rate, 12 hours equivalent of which they may elect to accrue as annual leave with the balance in salary.

Shift work employees who are rostered to work a shift, the major portion of which falls on a public holiday and who elect to take approved annual leave for this shift, shall receive an annual leave credit of 12 hours.

18.4.2 SHIFT WORK EMPLOYEE ROSTERED OFF ON A PUBLIC HOLIDAY

Shift work employees rostered off on a public holiday shall:

- (a) be paid an equivalent of eight hours at the Normal Pay rate or have an additional eight hour annual leave credited; or
- (b) if required to work overtime, be entitled to double time and a half at Normal Pay rate or have an additional 12 hours annual leave credited with the balance in salary, except for overtime on Good Friday or Easter Monday during a Unit Outage, where in accordance with clause 13.1, the rate will be at triple the Normal Pay rate.

19 LEAVE

19.1 GENERAL

19.1.1 SERVICE

For the purpose of all forms of leave, 'service' means continuous employment with Mission Energy Management Australia Pty Ltd, Edison Mission Operation & Maintenance Loy Yang Pty Ltd, IPM Operation

& Maintenance Loy Yang Pty Ltd, LYB Operations & Maintenance Pty Ltd or any successor assignee or transmittee of such without a termination of engagement and includes:

- (a) 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;
- (b) Any portion, up to six weeks, of any approved period of leave without pay; and
- (c) Any period which the Company may declare in respect of any employee to be additional service.
- (d) Any period of paid and unpaid parental leave up to 12 months per occasion.

19.1.2 TERMINATION OF EMPLOYMENT

An employee whose service is terminated or is about to terminate for any reason whatsoever shall be paid for any annual leave, time-in-lieu and long service leave owing to the employee on the basis of entitlements in this Agreement inclusive of pro-rata amounts.

Payment in lieu of leave shall be made at the normal rate of pay applicable to the employee on the date when employment is terminated inclusive of normally received allowances and loadings.

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

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

19.1.3 PERSONAL LEAVE DURING PERIODS OF LEAVE

Personal leave or compassionate leave will be granted to employees during periods of annual leave or long service leave provided that evidence of a kind that would satisfy a reasonable person is produced. In such cases, an equivalent period of leave shall be re-credited, or the employee's period of absence extended.

19.1.4 PUBLIC HOLIDAYS DURING PERIODS OF LEAVE

Any public holiday occurring during a period of paid leave shall not be regarded as part of the leave with the exception of parental leave and emergency services leave.

19.1.5 ALLOWANCES & LOADINGS

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

19.2 ANNUAL LEAVE

Employees shall accrue annual leave at the rate of 180 hours per year for day work employees and 234 hours per year for shift work employees (as defined in this agreement for the purposes of the NES)

Day work employees that are engaged on shift work for part of the year shall be entitled to the shift work accrual rate of annual leave for such period.

Payment during annual leave shall be at the Normal Pay rate so that there shall be no deduction from the Normal Pay by reason of such leave.

Annual leave shall accrue during all periods of service.

19.2.1 LEAVE PREFERENCE SYSTEM

A system for sharing, on a rotational basis, the opportunities for shift work employees to take leave particularly during peak leave demand periods is shown in Appendix E and shall continue unless otherwise agreed by the Parties. Peak leave demand periods shall be defined as the Victorian public school holidays.

Other departments may develop schedules and rosters with their employees by consultation.

19.2.2 EXCESS LEAVE MANAGEMENT

Day work employees may accumulate annual leave of 360 hours and shift work employees may accumulate 468 hours of annual leave, beyond which such amount will be regarded as excess leave.

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

- (a) The employee will be notified by the Company that his or her leave is in excess and be requested to rectify the situation by applying for annual leave;
- (b) If the employee fails to submit the required leave application within two weeks, the Company will warn the employee in writing of the requirement to submit the required leave application;
- (c) Should the employee fail to submit the required leave application after a further four weeks has passed and provided that the employee is given a minimum of one month's written notice; the Company may roster the employee to take the amount of leave in excess.
- (d) Withdrawal of leave application/s by an employee will be approved at the Company's discretion, in Consultation with the employee.

19.2.3 PURCHASE OF ANNUAL LEAVE

- (a) Employees may make written application to purchase up to an extra 144 hours of annual leave in any 12 month period.
- (b) Such purchase will result in a consequential deduction from the employee's salary distributed across the year whereby the amount deducted each pay period shall be equal to:
 - i. number of hours of annual leave purchased multiplied by the employee's hourly rate; and
 - ii. divided by the number of pay periods in the 12 month period.
- (c) Aside from the above deduction, which will impact the productivity incentive, the employee shall not suffer any loss of pay or conditions as a result of the purchase.
- (d) The Company may decline an application to purchase annual leave where an employee has excess annual leave (see clause 19.2.2) and the employee has not put forward a plan to utilise the amount of leave in excess within the period of the leave purchase.
- (e) A leave plan is required to be submitted with applications to purchase extra leave. All extra leave approved must be taken within the 12 month period identified.

19.3 LONG SERVICE LEAVE

The terms of this Agreement apply in a manner that does not exclude the Long Service Leave Act 2018 (Victoria) (LSL Act). Insofar as there is any inconsistency between the provisions of this Agreement and the LSL Act, the more beneficial entitlement will prevail to the extent of such inconsistency.

19.3.1 ENTITLEMENT

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

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

Long service leave may accrue without limit.

Accrued LSL may be taken in separate periods. Any period of absence in respect of long service leave shall be not less than is specified in the current LSL Act.

For shift work roster management, the following shall apply:

- (a) periods of LSL of twelve shifts or greater applied for at least three months in advance shall be given priority over annual leave. LSL of a shorter duration or requested without three months' notice, will be administered exactly the same as the management of annual leave.
- (b) Five people across the shift group are guaranteed access to long term LSL at any one time. This will take priority over annual leave for the first five who apply.

19.3.2 CONTINUOUS EMPLOYMENT

“Continuous Employment” for the purposes of this clause 19.3 is as defined in the LSL Act. In particular (but without limiting the scope of the definition set out in the LSL Act), an employee’s employment is regarded as being continuous despite:

- (a) the taking of any annual leave or long service leave;
- (b) any absence from work on account of illness or injury;
- (c) paid or unpaid parental leave (other than in the case of a casual employee)
- (d) the taking of any other leave, and period leave without pay in excess of six weeks unpaid leave of absence, granted by the Company;
- (e) any interruption or ending of the employment by the Company if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (f) the dismissal of the employee, but only if he or she is re-employed within a period not exceeding three months after his or her dismissal.

For the avoidance of doubt, this clause 19.3.2 does not deal with whether a period of absence from work (including but not limited to absences such as those listed above) is to be counted as part of the period of an employee’s employment.

19.3.3 PAYMENT FOR LSL

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

By notifying the Company before the LSL is commenced, an employee may elect to convert the period of their LSL credit or part thereof which the employee is taking into a period of LSL equal to double the period of the LSL credit that the employee desires to take with half the Normal Pay rate for the period of approved absence.

An employee who elects to take LSL at half pay as described above, will as a result of the change to their Normal Pay, have a corresponding impact to their entitlement to any productivity incentive paid under clause 10.6 of the Agreement.

19.4 PERSONAL LEAVE

19.4.1 SICK LEAVE

19.4.1.1 GENERAL

An employee who is absent from work on account of personal illness or personal injury shall be entitled to paid leave of absence on an unlimited basis, subject to clause 19.4.1.2.

An employee taking paid sick leave must, if required by the Company, give evidence to support their application except that for cumulative absences totalling five days /four shifts or less per calendar year, no evidence is required.

Evidence is that which would satisfy a reasonable person, which may consist of a statutory declaration by the employee or a medical certificate from a registered health practitioner.

Employees must endeavour to notify their absence, at the earliest time practical, preferably prior to the start of the shift.

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

19.4.1.2 SUSTAINED ILLNESS/INJURY

In the event an employee suffers a non-work related injury or illness which prevents the employee from continuous attendance at the workplace for a period greater than three months (Sustained Illness/Injury) the following will apply:

- (a) In circumstances where a return to work is likely, the Company will provide unlimited paid sick leave, in order to allow the employee to overcome the illness/injury and return to work.
- (b) The Company will conduct a review every three months with the employee for the duration of their continuing absence. At these reviews the Company may reasonably require and/or initiate an independent medical assessment. If agreed medical opinion identifies that a return to work will not be possible in any capacity, the Company may take appropriate steps to terminate the employment of the employee in accordance with clause 8.2 of this Agreement.
- (c) In the event that a return to the original substantive work function is not possible in the future, the Company will examine opportunities and make reasonable efforts, within Loy Yang B, to find alternative work for the employee. In circumstances where a return to the original substantive work function is not possible due to incapacity and an alternative work position is accepted by the employee, the employee's Normal Rate of pay shall be frozen for all purposes until the pay rate of the new position exceeds the frozen rate.
- (d) Subject to paragraph (b) above, in the event that an employee is unable to return to work after twenty four months of continuous absence and subject to agreed medical opinion which identifies that a return to work will not be possible in any capacity, the Company may take appropriate steps to terminate the employment of the employee in accordance with clause 8.2 of this Agreement.

During a sustained illness or injury, the Company may reasonably require that an independent, suitably qualified doctor or specialist:

- (a) examine the employee;
- (b) discuss the case with the employee's own doctor; and/or
- (c) provide summary reports to the Company with sufficient detail to assess the employee's return to work capacity.

The Company shall not seek nor retain medical records or reports beyond what is necessary to determine an employee's return to work capacity. The Company will keep any medical reports it obtains confidential.

"Independent" for this purpose will be a doctor or specialist not known or utilised by either party.

"Agreed Medical Opinion" - Means either agreement between the employee's doctor and the independent doctor hired by the Company, or where agreement cannot be reached, the decision of the Victorian Medical Panel based on medical evidence.

19.4.2 PAID CARER'S LEAVE

- (a) Employees are entitled to progressively accrue 10 days of paid Personal/Carer's Leave per year of service. Any Personal/Carer's Leave taken then reduces the accumulated balance of Personal/Carer's Leave.
- (b) As a result of the unlimited Sick Leave provisions within this Agreement, the basis of calculation of the accrued Personal/Carer's Leave balance for each employee is undertaken through the concept of a Notional Personal/Carer's Leave Balance.
- (c) An employee's Notional Personal/Carer's Leave Balance is the employee's carer's and sick leave accrual since 15 March 2008, minus any carer's or sick leave actually taken, including unlimited sick leave taken.
- (d) An employee requesting Carer's Leave must notify the Company as soon as practicable of the requirement to take Carer's Leave (including the expected period of the Carer's Leave).
- (e) The amount of leave granted will be determined by the Company having regard to the employee's current Notional Personal/Carer's Leave Balance. Where that balance has been exhausted, the granting of additional leave will be based on the information provided by the employee, and on the Company's objective and reasonable assessment of the request.
- (f) The employee must also provide the Company with reasonable evidence that would satisfy it that the employee is required to:
 - i. provide care and support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.

- (g) Reasonable evidence for Carer's Leave is:
- i. where possible, a medical certificate; or
 - ii. a statutory declaration.

19.4.3 UNPAID CARER'S LEAVE

- (a) If an employee has exhausted the statutory minimum entitlement to paid Personal/Carer's Leave that would have accrued under the NES, and additional discretionary paid leave is not approved, the employee is entitled to take two days of unpaid Carer's Leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member. An offer of unpaid Carer's Leave will be made in circumstances where an application for paid Carer's Leave by an employee with a notional leave balance of zero or less has been declined.
- (b) Unpaid Carer's Leave may be taken as:
- i. a single continuous period of up to two days; or
 - ii. any separate periods to which the employee and the Company agree.
- (c) The employee is required to comply with the notice and evidence requirements outlined in respect of paid Carer's Leave above in clause 19.4.2.

19.4.4 PRE-NATAL LEAVE

An employee who presents a medical certificate from a doctor stating she is pregnant will have access to paid leave of up to five days or four shifts per pregnancy to enable the employee to attend the routine medical appointments associated with the pregnancy.

The work unit will be flexible enough to allow such employees the ability to leave work and return on the same day.

On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will be eligible to access carers leave. Reasonable evidence must be furnished to cover each absence.

19.5 PARENTAL LEAVE

19.5.1 GENERAL

Paid and unpaid Parental leave is available to employees with at least 12 months of continuous service with the Company. Parental leave is leave associated with the birth of a child of an employee or the employee's spouse or de facto partner, or the placement of a child with the employee for adoption.

An employee is not entitled to Adoption leave unless the child is under 16 at the day of placement or expected day of placement and has not lived continuously with the employee for a period of six months or more as at the day of placement or expected day of placement.

To be eligible for Parental leave, the employee must have a responsibility for the care of a child except in the case of concurrent leave as set out in clause 19.5.3 below.

Casuals are entitled to unpaid Parental leave in accordance with the FW Act.

Evidence of the impending birth or adoption must be provided in accordance with the FW Act. This may be in the form of a medical certificate, statutory declaration or other reasonable evidence.

For the purposes of this Agreement the term 'primary carer' refers to the person who has principal care giver responsibility for the child.

19.5.2 PAID PARENTAL LEAVE

Employees shall be entitled to paid parental leave as follows:

Primary Carer's Leave	16 weeks at Normal pay or 32 weeks at half pay
Secondary Carer's Leave	4 weeks at Normal pay
Adoption Leave	as per above

19.5.2.1 PRIMARY CARER LEAVE

An employee who takes on the primary carer role related to the birth of a child of the employee, or the employee's spouse or de facto partner, or the placement of a child with the employee for adoption, shall be entitled to 16 weeks paid parental leave at his or her Normal Pay. Such leave is to commence at an agreed time, and for a pregnant employee, will be subject to medical advice.

An indicative commencement and return to work date must be provided to the Company 12 weeks prior to the commencement of the leave and a firm application must be submitted no later than six weeks prior to the commencement of the leave.

19.5.2.2 SECONDARY CARER LEAVE

Spouse or de facto partner employees not taking on the primary carer role related to the birth of a child of the employee's spouse or de facto partner, or the placement of a child with the employee for adoption shall be entitled to four weeks' Parental leave paid at Normal Pay. Such leave is to be taken either one week before the birth of the child or within five weeks after the birth of the child.

19.5.3 UNPAID PARENTAL LEAVE

Subject to the provisions of the NES, an employee who becomes the primary care giver of a child is entitled to take a period of parental leave up to a maximum of 52 weeks.

The unpaid leave period is reduced by any periods of other paid leave types (Parental leave, Annual leave, Long Service Leave) taken in conjunction with the paid Parental leave such that the maximum absence is 52 weeks.

Unpaid Parental leave must be taken in a single continuous period (subject to the entitlement to take concurrent leave in accordance with the FW Act or as set out below).

An employee who is the spouse or de facto partner of a birthing parent taking Parental leave under the FW Act, may take up to eight weeks of concurrent leave commencing no earlier than the date of birth or placement of the child, although that period of leave may commence earlier with the consent of the Company. Concurrent leave may be taken in separate periods, although each period must not be less than two weeks.

19.5.4 EXTENDED PARENTAL LEAVE

Employees who have taken on the primary care giver role and have taken a period of Parental leave, can request a period of additional unpaid Parental leave for a period of up to 52 weeks. Any request to extend the period of Parental leave must be made in writing a minimum of four weeks before the end of the first Parental leave period and be taken immediately after the end of that period of Parental leave. The total period of Parental leave is not to exceed 24 months. Requests for additional unpaid leave will be considered on reasonable business grounds.

If granted, an additional period of unpaid parental leave does not break the employee's continuous service but will not count towards the length of the employee's continuous service for the purposes of Annual and Long Service leave accrual and superannuation service.

19.5.5 RETURN TO WORK

In addition to all entitlements contained in this clause 19.5, employees on parental leave shall be entitled to return to the Company to the position which was held immediately before the commencement of leave. Where such position no longer exists but there are other positions available that the employee is qualified for or capable of performing, she/he shall be entitled to a position as nearly comparable in status and pay

to that of her/his former position. An employee may apply to their relevant manager to return to work on a part time basis. Approval to such a request will not be unreasonably withheld subject to business requirements.

19.6 COMPASSIONATE LEAVE

- (a) Compassionate leave is leave without loss of pay taken for the purpose of spending time with a member of an employee's immediate family or household who has an illness or injury that poses a serious threat to their life, or after the death of a member of an employee's immediate family or household including when an employee's child is stillborn or the employee (or the employee's spouse or de facto partner) has a miscarriage. On each such occasion an employee is entitled to Compassionate leave as follows:
 - i. Shift work employees: one round of shifts (being two day shifts and two night shifts); or
 - ii. Day work employees: five days (normal day work hours).
- (b) In granting Compassionate leave, the Company may request reasonable evidence be provided by the employee.
- (c) An employee on annual or long service leave shall be entitled to the above special leave provisions if death or unexpected critical illness in the family occurs.
- (d) An employee's request for Compassionate leave in excess of this entitlement will be determined on a case by case basis taking into account the employee's circumstances. The amount of leave granted will be determined by the Company having regard to the information provided to it by the employee and will be determined based on an objective and reasonable assessment of the request.

19.7 FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) Employees are entitled to family and domestic violence leave in accordance with the NES.
- (b) Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Company will consult with such employees regarding the handling of this sensitive information.

19.8 JURY DUTY

- (a) Employees called for jury service shall be granted leave without loss of pay for this service.
- (b) Any employee required to attend Court on a rostered day off for jury service shall be granted the equivalent time off to be taken as soon as possible after the attendance.

19.9 ATTENDANCE OF COURT

Employees subpoenaed to attend Court:

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

Any employee required to attend Court on a rostered day off as a witness associated with their employment, shall be granted the equivalent time off to be taken as soon as possible after the attendance.

19.10 UNION TRAINING

- (a) Up to ten days paid leave over each two year period shall be available to each Union delegate to attend Union approved training, conferences or conventions, provided that notice of four weeks is given to the Company. Where notice is not provided approval will be subject to operational requirements. Such leave will not be made available for attendance at protest meetings and rallies, but for genuine training and development purposes.

- (b) Union training leave shall count as service for all purposes.
- (c) The Company will not be liable for payment of travelling, accommodation and other associated costs incurred by employees whilst attending Union training or other Union sponsored courses.

19.11 DEFENCE FORCE RESERVE LEAVE

- (a) Paid leave not exceeding two weeks or six shifts in any one calendar year may be granted (subject to operational requirements) to attend Defence Force Reserve training camps upon official certification by the commanding officer.
- (b) When leave is granted, the Company will pay the salary the employee would normally have received if he or she had worked an ordinary day or shift (i.e. inclusive of shift rate but exclusive of overtime or higher duty rates).

19.12 EMERGENCY SERVICES LEAVE

- (a) Leave will be available for employees engaged in eligible community service activity for the purposes of:
 - i. Engaging in the activity;
 - ii. Reasonable travelling time associated with the activity; and
 - iii. Reasonable rest time immediately following the activity;if the absence is reasonable in all the circumstances.
- (b) The Company may maintain pay for employees who are on emergency services leave (as detailed below) during normal working hours. Written confirmation of details concerning call-outs provided by the relevant body may be a pre-requisite to payment.
- (c) Eligible community service activity is where an employee engages in a voluntary emergency management activity if:
 - i. The employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - ii. The employee engages in the activity on a voluntary basis; and
 - iii. The employee is a member of, or has a member-like association with a recognised emergency management body; and
 - iv. Either:
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made, but it would be reasonable to expect that, if the circumstances has permitted the making of such a request, it is likely that such a request would have been made.
- (d) A recognised emergency management body is:
 - i. a body or part of a body that has a role or function under a plan that is for coping with emergencies and/or disasters and is prepared by the Commonwealth, a State or a Territory; or
 - ii. a fire fighting, civil defence or rescue body, or part of such a body; or
 - iii. any other body, or part of a body a substantial purpose of which involves securing the safety of persons or animals and protecting property in an emergency or natural disaster, or otherwise responding to an emergency or natural disaster.
- (e) This may include, but is not limited to CFA, SES, RSPCA or Red Cross.
- (f) Training activities and other non-emergency activities relating to an emergency management body is to be undertaken during non-working hours.

19.13 EXAMINATION/STUDY LEAVE

Employees undertaking approved educational courses shall be granted leave with pay for the purpose of attending or studying for an examination as follows:

- (a) Sufficient time to attend an examination, not exceeding one day, where such examination forms part of the overall assessment of a course; and
- (b) Up to one day's study leave to prepare for an exam.

Additionally, up to 36 paid hours per year shall be provided to attend classes where it is not possible to attend outside of work hours.

19.14 SPECIAL LEAVE

- (a) Other special leave may be granted in appropriate circumstances. The decision to grant this type of leave rests with the department Manager and will be objectively reasonable in the circumstances.
- (b) Special leave may include (but is not limited to):
 - i. unplanned emergency situations having a serious impact on the employee or the employee's immediate family;
 - ii. natural disasters impacting the employee or the employee's immediate family; or
 - iii. other unforeseen circumstances.

19.15 LEAVE WITHOUT PAY

- (a) Leave without pay (LWOP) will be granted where exceptional circumstances exist. The decision to grant LWOP rests with the supervisor in consultation with the General Manager and the Human Resources Manager but will not be unreasonably withheld. For the avoidance of doubt, LWOP does not include non-exceptional forms of unpaid leave, such as unpaid Parental leave and unpaid Carer's leave.
- (b) LWOP will count as continuous service for the purposes of Long Service Leave, Annual leave accrual and Superannuation service, for absences of up to six weeks in any calendar year.
- (c) For LWOP absences which exceed six weeks, service will be deemed to be interrupted but ongoing for the purpose of Annual leave accrual, and Annual leave accruals will be suspended for the period of LWOP beyond the six-week duration. This means that service prior to and after the six-week absence is counted as service, and an employee's continuous service is not broken by the LWOP. Accruals will resume upon return to work.

19.15.1 SALARY REVIEW

If a review falls due while the employee is on LWOP or other unpaid leave greater than six weeks' duration, the review should be conducted as soon as the balance of time has been worked for the particular review period upon the employee's return.

Should an increase be warranted, the operative date for payment will be when the full period has been worked. This will be a new date calculated from the period worked prior to and after the leave.

The date of the next scheduled salary review will be calculated from this new operative date. Where an employee will fall due for a review over a period of extended leave of any sort, ideally the supervisor should conduct a "summary review" before the employee finishes work and starts leave.

19.15.2 PRODUCTIVITY INCENTIVE

As any period of Unpaid leave will affect the calculation of annual earnings, such periods will also affect any Productivity Incentive payment.

19.15.3 HEALTH BENEFITS

Membership of the Company Health Benefits Plan will continue for a period of six months while an employee is on LWOP or other unpaid leave. The employee will need to make arrangements to cover the amount of employee contributions while they are absent for this period.

After six months, it is the employees' decision as to whether they will continue with the Company Health Benefits Plan. If the employee chooses to continue, they will be responsible for 100% of the cost of their membership, until they return to paid work with the Company. However, the Company will pay any excess or co-payment applicable (as per the employee's existing membership before leave commenced) for up to two years of extended (unpaid) leave.

Alternatively, the employee may choose to suspend their membership (without penalty) until they return to paid work.

19.15.4 SUPERANNUATION

Membership of the Fund continues over periods of unpaid leave but may impact on the calculation of service for the purposes of superannuation. For LWOP or other unpaid leave absences which exceed six calendar weeks in any calendar year, service will be deemed to be interrupted but ongoing for the purposes of superannuation, and superannuation accruals will be suspended for the period of unpaid leave after the first six weeks. Accruals will resume upon return to work.

This means that service prior to and after the absence is counted as continuous service for superannuation purposes but the time of LWOP or unpaid leave in excess of six calendar weeks will not be counted as service. This will impact on the years of service calculation for members of the Fund at the time an employee resigns or retires.

19.15.5 OTHER PAYROLL DEDUCTIONS

For any period of LWOP or other unpaid leave, employees will need to either suspend deductions, or make alternative arrangements with the Payroll Officer to cover necessary payments (e.g. – union membership, fuel card, Social Club, gymnasium etc.). These amounts must be paid in advance of the leave period or, where the payment is not fixed in advance (e.g. fuel card), paid immediately upon request from the Payroll Officer. If payment for deductions is not made when due, the deduction facility will be suspended until all payments are current.

19.15.6 PUBLIC HOLIDAYS

Where public holidays fall within LWOP periods, the employee will not receive payment for these hours.

20 TOOLS, SAFETY EQUIPMENT & WORK WEAR

The Company will provide and maintain all tools and safety equipment, including personal protective apparel to allow the work to be safely performed. All protective apparel shall be selected via consultation with the affected employees and approved by the LYB OHSE Committee. As a minimum personal protective apparel will be in accordance with Australian Standards.

The Company will additionally provide a range of approved safety work wear/apparel, which will be replaced on a fair wear and tear basis.

The Company shall at its cost supply standard safety glasses, fitted with appropriate prescription lenses that comply with the appropriate Australian Standard to employees requiring such lenses.

The Company shall supply and launder overalls for the employees.

21 OCCUPATIONAL HEALTH & SAFETY

The Company and its employees will at all times comply with the Occupational Health and Safety Act 2004 (Vic) and Occupational Health and Safety Regulations 2017 as amended from time to time.

The Company will encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare and to assist the Company in achieving a healthy and safe working environment.

The Company shall ensure that at all times there is a minimum of one person on site that is trained to level 3 First-Aid (including but not limited to the administration of Epinephrine auto-injectors and oxygen).

The Company may make available to interested employees approved training in First-Aid Level 3 (including refresher training as required) and the use of a defibrillator. The Company shall pay for the training course though any training time outside of normal work hours will not attract overtime.

The Company facilitate a fully trained and competent Emergency Response Team (ERT) in order to provide an emergency first response.

22 ALCOHOL & OTHER DRUGS

The Parties are committed to providing a workplace that is free from the effects of illicit drugs and alcohol.

The drug and alcohol policy as described in Appendix G and the procedure in Appendix H, which includes testing for pre-employment (LYB employees only), random, causal and post incident shall remain in place unless otherwise agreed between the Parties.

The objectives of the policy are:

- (a) To maintain an environment that is free of illicit drugs and alcohol while remaining sensitive to individuals' rights and dignity.
- (b) To ensure that employees who are deemed 'unfit for work' as a result of drugs/alcohol use are treated in a fair and constructive manner and with due consideration of a person's rights for confidentiality with prescribed process.
- (c) To provide a safe work environment for all on site.

23 ACCIDENTS & INJURY

- (a) The Company shall ensure that employees who have suffered a work-related injury are not financially disadvantaged in terms of their Normal Pay.
- (b) The Company will make up the pay for employees who suffer a work related injury, and who are receiving WorkCover benefits, to the pre-injury Normal Pay, for any one individual injury, on the basis that the employee continues to actively participate in a Rehabilitation Program agreed between the Company and the employee concerned. Company Make-Up Pay will continue as necessary for a period up to 130 weeks.
- (c) The Company shall ensure that the employee is reimbursed for all reasonable out of pocket expenses related to the injury or illness.
- (d) For the purpose of this clause the 'pre-injury Normal Pay' shall be in accordance with the employee's pre-injury position and salary and include the salary increases and allowances payable under this Agreement.
- (e) Where an employee is injured as a result of an accident either on the way to work or on the way home from work, which causes the employee to incur time off work, the Company shall provide the employee with sick leave. Should the employee receive Transport Accident Commission (TAC) payments the Company shall only be required to pay the employee the difference between those payments and the employee's pre-injury Normal Pay.
- (f) Superannuation benefits and Company contributions shall not be diminished by virtue of an employee being on WorkCover or TAC payments.
- (g) In the event of an employee being absent as a result of a work related injury or illness for a period that were to exceed the period of the WorkCover payments:
 - i. In circumstances where a return to work is likely, the Company will provide unlimited paid sick leave, in order to allow the employee to overcome the illness/injury and return to work.
 - ii. The Company will conduct a review every three months with the employee for the duration of their continuing absence. At these reviews the Company may reasonably require and/or

initiate an independent medical assessment. If agreed medical opinion identifies that a return to work will not be possible in any capacity, the Company may take appropriate steps to terminate the employment of the employee in accordance with clause 8.2 of this Agreement.

- iii. In the event that a return to the original substantive work function is not possible in the future, the Company will examine opportunities and make reasonable efforts, within Loy Yang B, to find alternative work for the employee. In circumstances where a return to the original substantive work function is not possible due to incapacity and an alternative work position is accepted by the employee, the employee's Normal Rate of pay shall be frozen for all purposes until the pay rate of the new position exceeds the frozen rate.
- iv. Subject to paragraph ii above, in the event that an employee is unable to return to work after twenty four months of continuous absence and subject to agreed medical opinion which identifies that a return to work will not be possible in any capacity, the Company may take appropriate steps to terminate the employment of the employee in accordance with clause 8.2 of this Agreement.
- v. During a sustained illness or injury, the Company may reasonably require that an independent, suitably qualified doctor or specialist:
 - examine the employee;
 - discuss the case with the employee's own doctor; and/or
 - provide summary reports to the Company with sufficient detail to assess the employee's return to work capacity.
- vi. The Company shall not seek nor retain medical records or reports beyond what is necessary to determine an employee's return to work capacity. The Company will keep any medical reports it obtains confidential.

"Independent" for this purpose will be a doctor or specialist not known or utilised by either party.

"Agreed Medical Opinion" - Means either agreement between the employee's doctor and the independent doctor hired by the Company, or where agreement cannot be reached, the decision of the Victorian Medical Panel based on medical evidence.

24 UNION MEMBERSHIP & REPRESENTATION

Union delegates shall be allowed reasonable time for delegate duties and contact with their members and management to ensure observance of this Agreement or any other work related matter.

The Company will provide adequate facilities to assist the Union delegates in carrying out this role. This will include the provision of notice boards, suitable meeting rooms to accommodate meetings, the use of appropriate private office space for meetings with employees, Company computers, telephones, facsimile and IT facilities. Use of Company e-mail will also be made available for communication with employees/members.

Union delegates shall have the right to approach or be approached by an employee to discuss any matter related to the employees' employment at any time during working hours.

Union delegates will be notified and given the opportunity to introduce themselves at induction sessions for new employees.

Union delegates will be allowed time off site on reasonable Union business without loss of ordinary pay by prior agreement with the Company. Such agreement will not be unreasonably withheld.

The Company will allow employees to attend union meetings on-site as follows:

- (a) The Union will give the Company as much notice as possible of the time and date of the meeting.
- (b) Meetings will generally be held at the workplace during lunchtime.
- (c) Meetings will be held at the beginning or end of shifts to minimise disruption to production.
- (d) The workforce will ensure that sufficient employees are on call or remain at work to address health and safety issues and operational requirements whilst the meetings are occurring.
- (e) Such meetings will not entitle employees to overtime.

25 CONSULTATION

- (a) If the Company is seriously considering either a major change that is likely to have a significant effect on employees covered by this Agreement or changes to regular rosters or ordinary hours of work, the Company must consult with any employees who will be affected by the proposal, inclusive of any representative(s) nominated by the employees.
- (b) As soon as practicable the Company must discuss with the relevant employees (inclusive of any representative(s) nominated by the employees) the introduction of the change; and the effect the change is likely to have on the employees. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) For the purposes of the discussion the Company will provide the relevant employees (inclusive of any representative(s) nominated by the employees) in writing:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees. However, the Company is not required to disclose commercially confidential information.
- (d) In relation to any change about rosters or ordinary hours of work, the Company must invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) The Company must give prompt and genuine consideration to matters raised by the relevant employees about the proposed changes, including any impact the change will have on the employees' family or caring responsibilities.
- (f) The Company must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- (g) During the consultation, the Company and the affected employees and their representatives shall endeavour to reach agreement prior to the implementation of major change. Where agreement is reached with affected employees and their representatives the obligation to consult will have been acquitted. However, if agreement is not reached, the disputed matter shall be progressed under clause 27 and the status-quo ante shall apply until the matter is resolved.
- (h) In this clause a major change is likely to have a significant effect on employees if it results in:
 - i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain employees; or
 - vi. the need to relocate employees to another workplace; or
 - vii. the restructuring of jobs.
- (i) In this clause, relevant employees mean the employees who may be affected by the major change.
- (j) For the avoidance of doubt, this clause does not allow the Company to vary matters expressly provided within this Agreement.

26 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

- (a) The individual flexibility arrangement deals with one or more of the following matters:

- i. arrangements about when work is performed;
 - ii. overtime arising from variations to when work is performed; and
- (b) The individual flexibility arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) The individual flexibility arrangement is genuinely agreed to by the Company and the employee.

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

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

The Company must ensure that the individual flexibility arrangement:

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

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

The Company or employee may terminate the individual flexibility arrangement:

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

27 DISPUTE RESOLUTION

27.1 INITIAL PROCESS

- (a) In the event of any dispute arising as to the interpretation or application of this Agreement, or any matter arising in the course of employment, including matters in relation to the National Employment Standards, the following procedure will apply. There is no limit on the type of issues which may be referred to this process by employees, a representative of an employee/s on behalf of that employee/s or the Company.

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

If the matter remains unresolved;

STEP 2 It will be referred for discussion between the employee, their Union or representative/s and the Company's representative/s.

If the matter remains unresolved;

STEP 3 It will be referred for discussion between the appropriate Union Official or other employee representative and the Company's representative.

If the matter remains unresolved;

STEP 4 It may be referred to the Fair Work Commission (FWC) for conciliation or arbitration (in accordance with clause 27.2).

- (b) In any event, if the dispute has not been resolved within one month, the dispute may be referred to the FWC at any stage.
- (c) During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings before the FWC), the status quo ante or 'normal work' shall continue, unless the maintenance of status quo ante or performance of normal work would place at risk the health or safety of the employee(s) concerned. No party to the dispute shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph.
- (d) 'Normal work' means the work normally performed by an employee and "status quo ante" means the circumstances existing immediately prior to the change or circumstance leading to the proposed change which resulted in the dispute arising.

27.2 FWC PROCESS

- (a) Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, the FWC may resolve the dispute by arbitration. Either party may be legally represented during arbitration.
- (b) In exercising its role under this clause, the FWC shall exercise any of its powers under the Act, and in accordance with this dispute resolution procedure, any additional powers it finds are necessary to effectively resolve the matter in dispute.
- (c) It is a term of this Agreement that the Parties to the dispute will be required under this dispute settlement procedure to:
 - i. Attend conciliation conferences and hearings;
 - ii. Produce relevant documents and other material (subject to appropriate safeguards for commercial-in-confidence documents); and
 - iii. Make available any witness that the FWC believes is reasonably necessary.
- (d) Without limiting the generality of the foregoing, the FWC may exercise any powers reasonably incidental to the exercise of conciliation and/or arbitration functions under this clause.
- (e) Where the FWC has issued a decision, determination or direction under this clause, it shall be final and binding on the Parties to the dispute, subject to clause 27.3.

27.3 APPEAL PROCESS

- (a) A party may seek to institute an appeal against the FWC's decision within twenty-one days of receipt of decision or the provision of reasons for decision whichever comes later.
- (b) An application to appeal the FWC's decision will be provided by the party seeking to institute the appeal to the other parties to the dispute and the FWC in writing detailing the grounds for the appeal. The party instituting the appeal must also comply with the requirements of the Fair Work Regulations 2009.
- (c) Unless agreed otherwise by the Parties to the dispute, the Appeal will be conducted according to the principles applying to an appeal under the Act, including where a stay is sought.
- (d) The Parties to the dispute will use their best endeavours to ensure that the appeal process is expedited.
- (e) The appeal decision of the FWC is final.

27.4 COSTS & EXPENSES

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

Each party to the dispute will meet their own legal and other costs.

28 DISCIPLINE PROCEDURE

The discipline procedure may be invoked where unacceptable employee conduct requires follow up action or counselling as appropriate.

Disciplinary action can be commenced at any of the four steps in the table below, commensurate with the seriousness of the misconduct, but only after a proper investigation is concluded. Investigation panels shall be impartial and any perceived conflict of interest that is raised by the employee concerned shall be addressed.

Investigations of unacceptable conduct, including any mitigating circumstances, must be concluded within eight weeks, unless otherwise agreed to by the Parties to the matter, or no disciplinary action shall be taken.

The Company can suspend an employee without loss of pay for the purposes of disciplinary investigations.

An employee under investigation shall be provided the presumption of innocence until proven guilty and accordingly the employee shall not, as far as reasonably practicable, suffer any disadvantage.

After the times specified in the table below, notes shall be removed from the employee's file and destroyed where no further unacceptable conduct occurs within the period concerned. The Company will provide the employee with written confirmation of the file note removal.

Each act of unacceptable conduct shall be addressed separately on its own merits and the disciplinary action taken shall be appropriate to the seriousness of the unacceptable conduct but may take into account the previous twelve months' conduct.

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

Where an employee believes they have been treated harshly or unjustly, then they may appeal the disciplinary action decision through the dispute process under clause 27.

STEPS	LOCATION	PEOPLE INVOLVED	PAPERWORK	EFFECTIVE FOR
Oral Warning	Workplace or office	Employee, Supervisor & Employee Representative (if requested)	Diary (supervisor's dairy) note	3 months
First Written	Office	Employee, Supervisor, Employee Representative (if requested) & Company Representative	Note to file. Signed by employee & supervisor detailing reason for disciplinary action. Employee not required to sign.	6 months
Final Written	Office	Employee, Supervisor, Line Manager, Employee Representative (if requested) & Company Representative	Note to file. Signed by employee & supervisor detailing reason for disciplinary action. Employee not required to sign.	12 months
Penalty up to & including dismissal	Office	Employee, Supervisor, Line Manager, Employee Representative (if requested), Company Representative & Senior Manager	Note to file detailing reason for disciplinary action or dismissal.	

29 WORKS COUNCIL

The Parties agree to maintain a Works Council. The Works Council is an advisory body that can address issues and ideas but will not address industrial matters or Occupational Health & Safety issues, which shall remain the domain of the Parties and the Occupational Health and Safety Committee respectively.

The Works Council shall comprise two management representatives nominated by the Company, three employee representatives elected two-yearly by and from the employees and one representative nominated by each Union. The quorum for the Works Council meetings shall be one representative from each party. All decisions of the Works Council shall be made by consensus.

Time spent preparing for, attending or carrying out work associated with Works Council meetings shall be regarded as time worked.

30 COLLABORATIVE FORUM

For the duration of this Agreement, a Collaborative Forum will be established. The Parties agree that the Collaborative Forum is designed to improve and facilitate employee engagement in the performance,

outcomes and opportunities of the Company. As a Collaborative Forum, it does not depose any rights conferred under this Agreement. The Parties enter into the Collaborative Forum with a vision of developing an improved understanding, clearer communications and shared responsibility for the business and employee outcomes.

The Collaborative Forum is to be formed within 2 months of the date of approval of the Agreement and will meet at least every 2 months or more frequently as required. Membership will be the employee nominated representatives and the LYB Senior Management Team. The members of the Collaborative Forum may decide to have the forum chaired by another person at any time to assist in the conduct and discussions.

Core issues and topics for the Collaborative Forum include:

- Progressively review throughout the year, the performance outcomes of the Productivity Incentive scheme;
- Review the Salary review outcomes referred by an employee (clause 10.9) with a view to agree an outcome;
- Discuss proposals for cost reduction ideas;
- Review and discuss minor changes (for clarity, this does not include major changes covered by the Consultation Clause 25) to processes prior to any decision by management to implement them;
- Annually, review the operation of the 8 day fortnight arrangements to ensure that the performance outcomes expected are achieved. If the agreed performance outcomes expected are not being satisfied, the Collaborative Forum will identify and discuss actions that may be implemented to correct any issues identified;
- Review the performance of the training and development framework including succession strategies for Operators and use of PC Hours (clause 12.3.6);
- Review the secondment opportunities for LYB employees;
- Discuss and resolve any minor grievances or concerns (that do not constitute a formal Dispute under clause 27) and ensure appropriate feedback to the employee(s) who have raised the grievance/concern; and
- Review and discuss the outcomes of Works Council (clause 29) meetings with a view to progressing ideas and resolving issues raised at the Works Council.

31 SITE CANTEEN

The Company shall maintain a canteen service on-site to provide meals and refreshments between the hours of 8:30 am – 1 pm on normal day work days and during outages.

32 LICENCE FEES

The Company agrees to pay any occupation-specific license fees that may be incurred as a result of fulfilling the statutory requirements of the employee's role including personal vehicle driver's licences.

33 INDEMNITY

The Company will indemnify employees against legal liability for any claim for compensation or legal costs arising in respect of liability for work performed for the benefit and at the direction of the Company subject to the following conditions:

- (a) The work must be performed in accordance with the Company's procedures and or / accepted practices;
- (b) Employees must not exceed any relevant Company authority levels;
- (c) All reasonable instructions of the Company are followed in the performance of work;
- (d) Employees will not commit any act or omission with a reckless disregard for the consequences during the course of work;

- (e) Employees will not engage in fraudulent, criminal, dishonest and / or malicious acts or omissions or wilful breach of any statute, contract or duty during the course of work; and
- (f) Employees notify the Company of the receipt of any claim or of any circumstance that may give rise to a claim at the earliest possible opportunity.

34 EMPLOYEE PRIVACY

Employees are entitled to continue working in a trusting and secure environment.

Electronic installations for site gate access, Cardax, security cameras, shall not be used for timekeeping or employee surveillance unless there is probable cause.

The IT environment and its usage will be physically and electronically monitored to ensure legal, ethical and operational compliance. Individual's emails or their IT usage will not be subject to further surveillance without their informed consent or there is probable cause.

35 CHILD CARE

The Company recognises the need of many employees for secure, cost effective and practical child care arrangements, and the benefits such arrangements bring to the Company and employees alike.

To assist employees in meeting child care responsibilities the Company will consider options which include but are not limited to:

- (a) flexible hours of work;
- (b) part time work;
- (c) job share arrangements;
- (d) flexible leave arrangements;
- (e) working from home; and
- (f) extended leave of absence with a guarantee of employment upon returning to work.

36 AFFIRMATIVE ACTION

The Company shall maintain an effective policy of affirmative action to ensure equal employment opportunity. Such policy shall be implemented through consultation between the Parties. The effect of the policy shall be to make inroads towards achieving gender equality targets as far as reasonably practicable.

LOY YANG B ENTERPRISE AGREEMENT 2022

APPENDIX A - PAY SCALES

Pay Rates From 01 July 2022 - 3%				Pay Rates From 01 October 2022- 3%				Pay Rates From 01 October 2023 - 3%				Pay Rates From 01 October 2024 - 3.0%				Pay Rates From 01 October 2025 - 3.0%			
Pay Step	Shift Work	Day Work		Pay Step	Shift Work	Day Work		Pay Step	Shift Work	Day Work		Pay Step	Shift Work	Day Work		Pay Step	Shift Work	Day Work	
		F/N	Hourly Overtime Rate			F/N	Hourly Overtime Rate			F/N	Hourly Overtime Rate			F/N	Hourly Overtime Rate			F/N	Hourly Overtime Rate
A		\$2,201.91	\$30.58	A		\$2,267.97	\$31.50	A		\$2,336.01	\$32.44	A		\$2,406.10	\$33.42	A		\$2,478.29	\$34.42
B		\$2,644.13	\$36.72	B		\$2,723.46	\$37.83	B		\$2,805.17	\$38.96	B		\$2,889.33	\$40.13	B		\$2,976.01	\$41.33
C		\$3,047.29	\$42.32	C		\$3,138.71	\$43.59	C		\$3,232.88	\$44.90	C		\$3,329.87	\$46.25	C		\$3,429.77	\$47.64
D		\$3,451.60	\$47.94	D		\$3,555.15	\$49.38	D		\$3,661.81	\$50.86	D		\$3,771.67	\$52.38	D		\$3,884.83	\$53.96
1	\$4,836.83	\$3,667.55	\$50.94	1	\$4,981.94	\$3,777.58	\$52.47	1	\$5,131.40	\$3,890.91	\$54.04	1	\$5,285.35	\$4,007.64	\$55.66	1	\$5,443.92	\$4,127.87	\$57.33
2	\$5,089.50	\$3,875.43	\$53.83	2	\$5,242.19	\$3,991.70	\$55.44	2	\$5,399.46	\$4,111.46	\$57.10	2	\$5,561.45	\$4,234.81	\$58.82	2	\$5,728.30	\$4,361.86	\$60.58
3	\$5,358.30	\$4,099.42	\$56.94	3	\$5,519.05	\$4,222.41	\$58.64	3	\$5,684.63	\$4,349.09	\$60.40	3	\$5,855.17	\$4,479.57	\$62.22	3	\$6,030.83	\$4,613.96	\$64.08
4	\$5,637.41	\$4,330.29	\$60.14	4	\$5,806.54	\$4,460.20	\$61.95	4	\$5,980.74	\$4,594.01	\$63.81	4	\$6,160.17	\$4,731.84	\$65.72	4	\$6,344.98	\$4,873.80	\$67.69
5	\$5,931.45	\$4,574.95	\$63.54	5	\$6,109.40	\$4,712.20	\$65.45	5	\$6,292.69	\$4,853.57	\$67.41	5	\$6,481.48	\$4,999.18	\$69.43	5	\$6,675.93	\$5,149.16	\$71.52
6	\$6,247.33	\$4,832.23	\$67.11	6	\$6,434.75	\$4,977.20	\$69.13	6	\$6,627.80	\$5,126.52	\$71.20	6	\$6,826.64	\$5,280.32	\$73.34	6	\$7,031.44	\$5,438.73	\$75.54
7	\$6,579.26	\$5,107.90	\$70.94	7	\$6,776.64	\$5,261.14	\$73.07	7	\$6,979.94	\$5,418.98	\$75.26	7	\$7,189.34	\$5,581.55	\$77.52	7	\$7,405.03	\$5,749.00	\$79.85
8	\$6,930.74	\$5,398.49	\$74.98	8	\$7,138.67	\$5,560.45	\$77.23	8	\$7,352.84	\$5,727.27	\$79.55	8	\$7,573.43	\$5,899.09	\$81.93	8	\$7,800.64	\$6,076.07	\$84.39
9	\$7,301.75	\$5,705.17	\$79.24	9	\$7,520.81	\$5,876.33	\$81.62	9	\$7,746.44	\$6,052.62	\$84.06	9	\$7,978.84	\$6,234.20	\$86.59	9	\$8,218.21	\$6,421.23	\$89.18
10	\$7,691.13	\$6,027.95	\$83.72	10	\$7,921.87	\$6,208.79	\$86.23	10	\$8,159.53	\$6,395.06	\$88.82	10	\$8,404.32	\$6,586.92	\$91.49	10	\$8,656.45	\$6,784.53	\$94.23
11	\$8,106.92	\$6,370.23	\$88.48	11	\$8,350.13	\$6,561.34	\$91.13	11	\$8,600.64	\$6,758.19	\$93.86	11	\$8,858.66	\$6,960.94	\$96.68	11	\$9,124.42	\$7,169.77	\$99.58
12	\$8,542.25	\$6,730.89	\$93.48	12	\$8,798.52	\$6,932.82	\$96.29	12	\$9,062.48	\$7,140.81	\$99.18	12	\$9,334.36	\$7,355.04	\$102.15	12	\$9,614.40	\$7,575.70	\$105.22
13	\$9,002.84	\$7,112.24	\$98.78	13	\$9,272.93	\$7,325.61	\$101.74	13	\$9,551.12	\$7,545.38	\$104.80	13	\$9,837.66	\$7,771.75	\$107.94	13	\$10,132.79	\$8,004.91	\$111.18
14	\$9,495.60	\$7,516.53	\$104.40	14	\$9,780.47	\$7,742.03	\$107.53	14	\$10,073.89	\$7,974.30	\$110.75	14	\$10,376.11	\$8,213.53	\$114.08	14	\$10,687.40	\$8,459.94	\$117.50
15	\$10,012.47	\$7,943.83	\$110.33	15	\$10,312.85	\$8,182.15	\$113.64	15	\$10,622.24	\$8,427.62	\$117.05	15	\$10,940.91	\$8,680.45	\$120.56	15	\$11,269.14	\$8,940.87	\$124.18
16	\$10,525.90	\$8,372.26	\$116.28	16	\$10,841.68	\$8,623.43	\$119.77	16	\$11,166.94	\$8,882.14	\$123.36	16	\$11,501.95	\$9,148.61	\$127.06	16	\$11,847.01	\$9,423.07	\$130.88
17	\$11,068.06	\$8,817.91	\$122.47	17	\$11,400.11	\$9,082.45	\$126.15	17	\$11,742.12	\$9,354.93	\$129.93	17	\$12,094.39	\$9,635.58	\$133.83	17	\$12,457.23	\$9,924.65	\$137.84
18	\$11,638.91	\$9,290.00	\$129.03	18	\$11,988.08	\$9,568.70	\$132.90	18	\$12,347.73	\$9,855.77	\$136.89	18	\$12,718.17	\$10,151.45	\$140.99	18	\$13,099.63	\$10,456.00	\$145.22
19	\$12,302.81	\$9,820.58	\$136.40	19	\$12,671.90	\$10,115.27	\$140.49	19	\$13,052.06	\$10,418.73	\$144.70	19	\$13,443.63	\$10,731.30	\$149.05	19	\$13,846.94	\$11,053.24	\$153.52

APPENDIX B – CLASSIFICATION TABLE

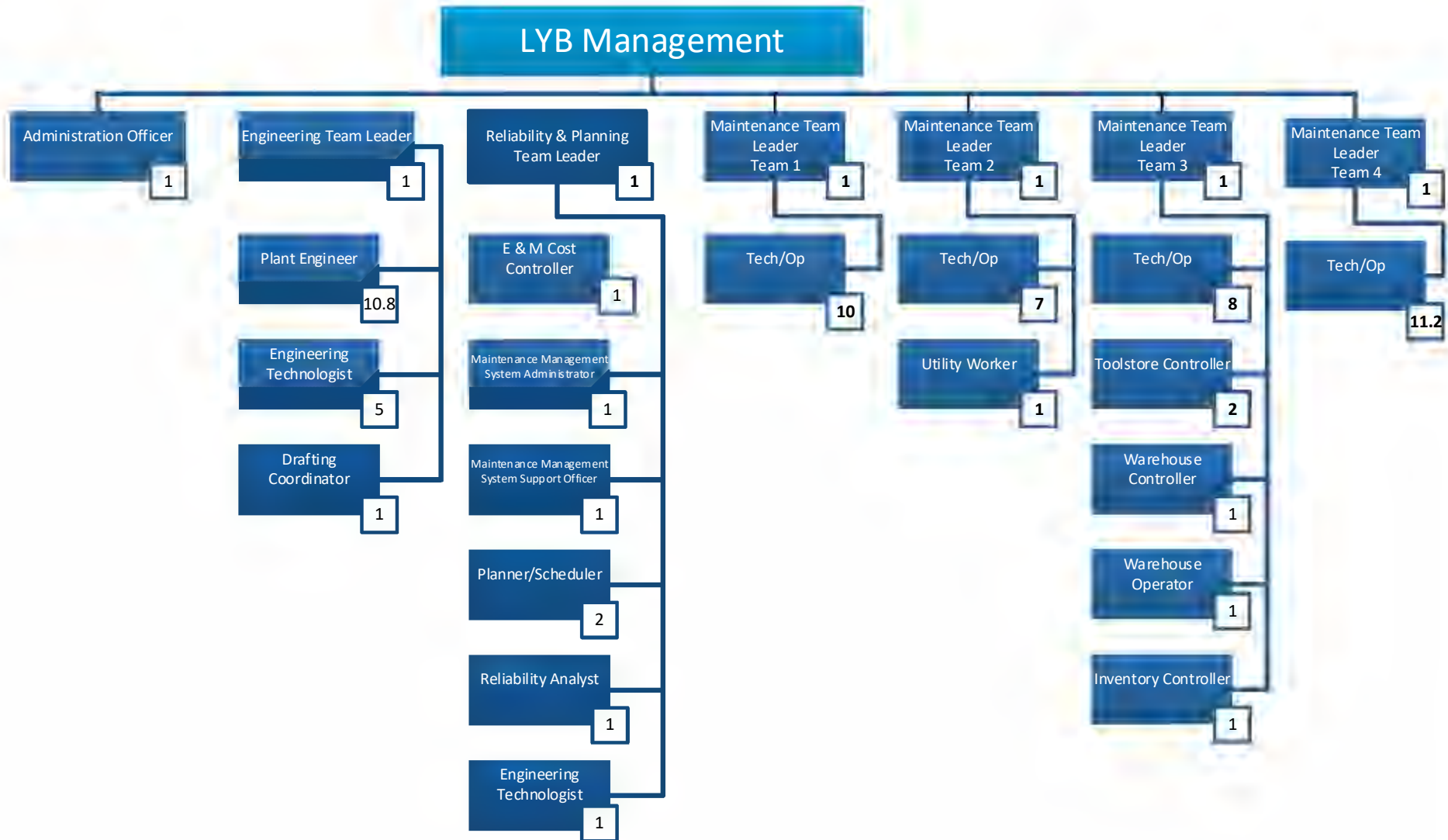
Classification / Job Title	Salary Range (Step)
Vacation Student	A
Trainee - 1 st Year	B
Trainee - 2 nd Year	C
Trainee - 3 rd Year	D
Apprentice – 1 st Year	B
Apprentice – 2 nd Year	C
Apprentice – 3 rd Year	1
Apprentice – 4 th Year	3
Technical Trainee – 1 st Year	B
Technical Trainee – 2 nd Year	D
Technical Trainee – 3 rd Year	3
Technical Trainee – 4 th Year	4
Graduate	4 to 6
Accounts Payable	1 to 11
Administrative Officer	1 to 11
Personal Assistant	1 to 11
Payroll Officer	1 to 11
Applications Administrator – HRIS System	1 to 13
Maintenance Management System Support Officer	7 to 15
Contracts Officer	1 to 13
Utility Worker	5 to 12
Warehouse Operator	5 to 12
Tool Store Controller	5 to 13
Purchasing Officer	7 to 13
Inventory Controller	7 to 13
Warehouse Controller	7 to 13
Technician/Operator	6 [^] to 15
Operator/Technician 1	9 to 10
Operator/Technician 2	11 to 13
Operator/Technician 3	14 to 15
Operator/Technician – Project Relief	10 to 15

Classification / Job Title	Salary Range (Step)
I.T. Support Officer	7 to 17 [#]
Engineering & Maintenance Cost Controller	7 to 17 [#]
Human Resources Officer (Training & Development)	7 to 17 [#]
Senior Human Resources Advisor	7 to 17 [#]
Chemical & Environment Officer	7 to 17 [#]
Safety Coordinator	10 to 17 [#]
Senior Business Compliance Officer	10 to 17 [#]
Operations Coordinator	10 to 17
Planner Scheduler	10 to 17
Security and Compliance Systems Officer	10 to 17
Maintenance Management System Administrator	10 to 17
Engineering Technologist	10 to 17
Reliability Analyst	10 to 17
Drafting Coordinator	10 to 17
Operations & Maintenance Training Coordinator	12 to 17
Senior I.T. Support Officer	12 to 17 [#]
Management Accountant	7 to 19
Financial Accountant	7 to 19
Communications Coordinator	7 to 19
Production Engineer	8 to 19
Plant Engineer	8 to 19
Maintenance Team Leader	16 to 19
Reliability & Planning Team Leader	16 to 19
Engineering Team Leader	16 to 19
Chemical & Environmental Team Leader	16 to 19
Shift Supervisor	16 to 19

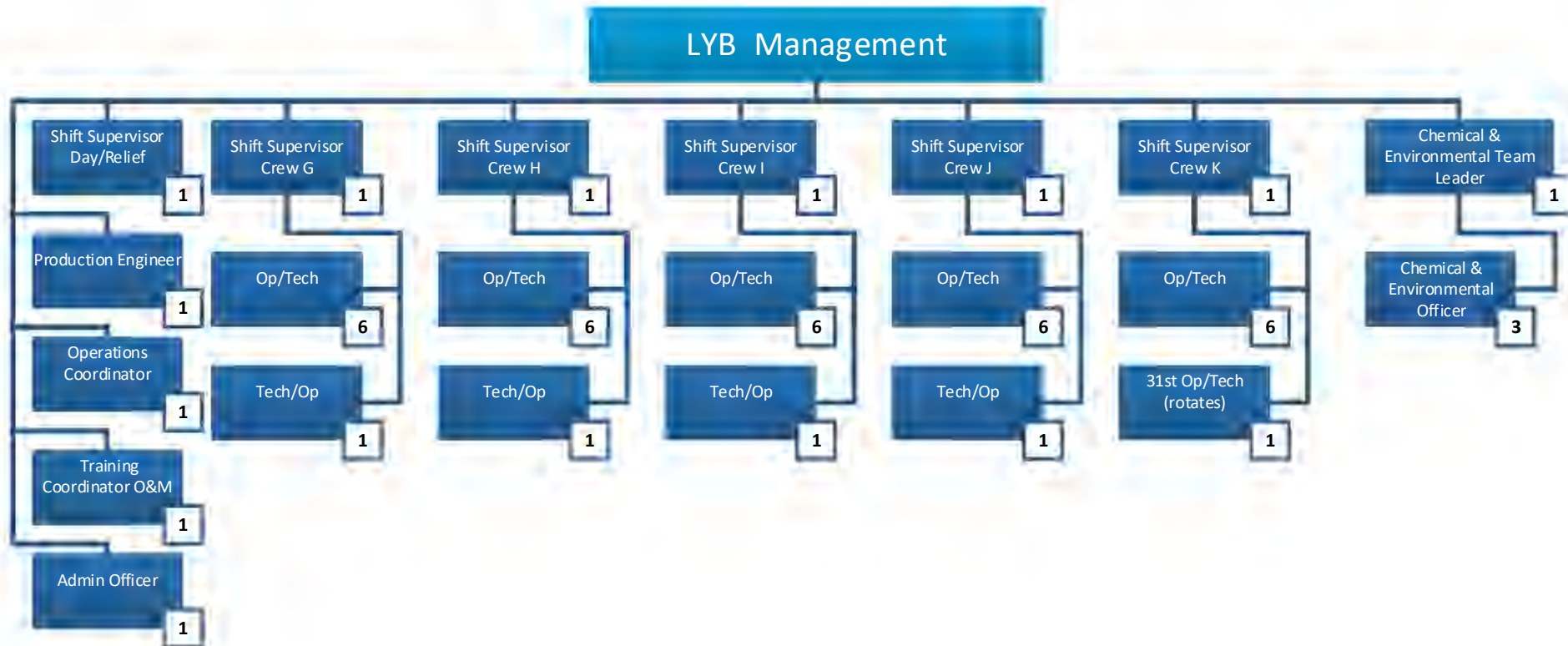
[^] Experienced (at least 3 years) tradespersons would at least start at Step 7.

[#] With a full relevant academic degree (Australian Qualifications Framework Level 7 or higher) or a qualification recognised by the relevant professional association and skills assessing authority within Australia as being equivalent to AQF level 7 or higher can progress to Step 19.

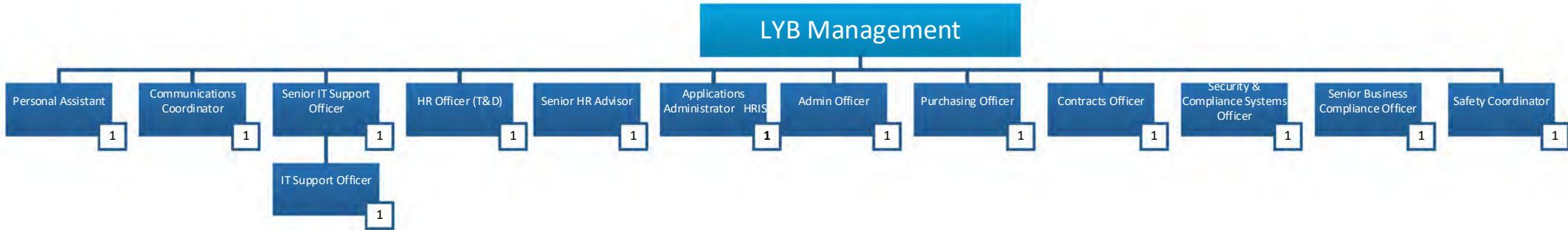
APPENDIX C – ORGANISATIONAL STRUCTURE



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APPENDIX D – PRODUCTIVITY INCENTIVE CRITERIA

1. WORKPLACE FOCUSED PERFORMANCE (15%)

The workplace focussed performance shall consist of the following seven parameters:

1.1 SAFETY (TOTAL RECORDABLE INJURY FREQUENCY RATE) (2.5%)

The productivity incentive Total Recordable Injury Frequency Rate (TRIFR) component shall be determined according to the following:

- (a) If the TRIFR is less than or equal to the Lower Target, the productivity incentive component shall be the maximum 2.5%.
- (b) If the TRIFR is equal to or greater than the Upper Limit the productivity incentive component shall be zero.
- (c) If the TRIFR is greater than the Lower Target and less than the Upper Limit the productivity incentive component shall be directly proportionate between zero and 2.5%.

TRIFR is measured by:

$$\frac{((LTI + MTI) \times 1,000,000)}{\text{Total Manhours}}$$

The measure includes contractors engaged by the business.

The TRIFR lower target shall be 9.11 and the upper limit shall be 16.04, based on the maximum allowable reduction in TRIFR (FY22 target was bettered). The TRIFR figures may proportionately reduce in the interests of continuous improvement i.e. if the lower target is bettered in a year the lower and upper targets may be adjusted (with the gradient being the same) down provided that the target cannot reduce by more than 10% on the lower target from one year to the next. If the TRIFR in a year is not less than the lower target then, the next year's targets will not be altered.

The definition for Lost Time Injuries (LTIs) is in the Australian Standard; however, for Productivity Incentive purposes, only incidents which occur in the incentive year, and which result in time off work in that same year will be included.

A Medical Treatment Injury (MTI) is a work-related injury or illness that results in a person receiving treatment from a qualified medical practitioner and is determined and assessed by the Business Support Department to ensure uniformity of application. The treatment must be one that is normally outside the qualification of a trained first aid provider. For productivity incentive purposes, only incidents which occur in the incentive year, and which result in time off work or treatment from a qualified medical professional in that same year will be included.

On a case-by-case basis consideration should be given to seeking a secondary opinion as a precaution due to uncertainty of the treatment required. This precautionary visit should not be recorded as per the definition of MTI

Year – 2023

Total Reportable Injury Freq Rate	9.113	12.576	16.038
Bonus Contribution %	2.5%	1.25%	0.00%

1.2 ENVIRONMENT (EPA REPORTABLE INCIDENTS) (2.5%)

The productivity incentive Environmental Protection Authority (EPA) Reportable Incidents component shall be determined according to the following:

- (a) If the number of EPA Reportable Incidents is zero, the productivity incentive component shall be the maximum 2.5%.
- (b) If the number of EPA Reportable Incidents is equal to or greater than two the productivity incentive component shall be zero;
- (c) If the number of EPA Reportable Incidents is one the productivity incentive component shall be 1.25%.

EPA Reportable Incidents shall be the number of incidents of exceeding licence conditions less any such incidents that are non-controllable events.

1.3 HOUSEKEEPING (1.0%)

The productivity incentive Housekeeping component shall be determined according to the following:

- (a) If the Average Housekeeping Score is three the productivity incentive component shall be 1%.
- (b) If the Average Housekeeping Score is zero, the productivity incentive component shall be zero;
- (c) If the Average Housekeeping Score is greater than zero and less than three the productivity incentive component shall be directly proportionate between zero and 1%.

The Housekeeping component of the productivity incentive shall be measured by determining the average score of the routine housekeeping inspections and ad hoc management inspections.

The range of housekeeping scores is Superior = 3 points, High = 2 points, Acceptable = 1 point.

1.4 HEALTH, SAFETY & ENVIRONMENT INITIATIVE (1%)

The Health, Safety and Environment (HS&E) Initiative productivity incentive component shall be 1%, and will be implemented by the Loy Yang B Central OHS&E Committee. The initiative may take many forms and will be targeted at improving health and safety performance through the analysis of current health and safety data and implementing safety programs.

The program to be implemented shall be identified in the final quarter of the preceding year, giving the committee the time to implement the program prior to the productivity incentive year.

1.5 PLANNED MAINTENANCE PROGRAM (2.0%)

The Planned Maintenance Program productivity incentive component shall be measured against the number of routines successfully completed out of a monthly random selection of 23 routines. The maximum productivity incentive component available for the criteria is 2%, which shall be accrued uniformly across the year i.e. 2% divided by 12 per month. Where 12 or more of the 23 routines are successfully completed in a month the maximum incentive component shall be achieved for that month.

1.6 ABSENTEEISM (2.0%)

The productivity incentive Absenteeism component shall be determined according to the following:

- (a) If the Absenteeism is less than or equal to the Lower Target, the productivity incentive component shall be the maximum 2%.
- (b) If the Absenteeism is equal to or greater than the Upper Limit the productivity incentive component shall be zero.
- (c) If the Absenteeism is greater than the Lower Target and less than the Upper Limit the productivity incentive component shall be directly proportionate between zero and 2%.

Absenteeism is measured by the number of hours lost for Personal Leave as a percentage of the total available hours i.e. 36 hours per week per employee.

For 2022 the Absenteeism Lower Target shall be 3.2% and the Upper Limit shall be 4.5%. In subsequent years the Absenteeism figures may proportionately reduce in the interests of continuous improvement i.e. if the Lower Target is bettered in a year the Lower and Upper Targets may be adjusted down (with the same gradient) in the following year.

If the Absenteeism in a year is not less than the Lower Target, then the next year's targets will not be altered.

1.7 GENERATION AVAILABILITY FACTOR (4%)

The productivity incentive Generation Availability Factor (GAF) component shall be determined according to the following:

- (a) If the Actual GAF is equal to the Budgeted GAF the productivity incentive component shall be 2.8%.
- (b) If the Actual GAF is greater than or equal to the upside target the productivity incentive component shall be 4%.
- (c) If the Actual GAF is greater than the Budgeted GAF but less than the upside target the productivity incentive component shall be directly proportionate between 2.8% and 4%.
- (d) If the Actual GAF is less than or equal to the downside target the productivity incentive component shall be zero.
- (e) If the Actual GAF is less than the Budgeted GAF but greater than the downside target the productivity incentive component shall be directly proportionate between 2.8% and zero.

The budgeted GAF is a percentage based on a number of days of planned Unit outage and an Equivalent Forced Outage Rate (EFOR) as identified in the business plan and is calculated as follows:

$$\frac{\text{Plant MW Rating} \times \text{Period Hours} - \text{Planned Outage Losses (MWh)} - \text{Planned EFOR Losses (MWh)}}{\text{Plant MW Rating} \times \text{Period Hours}} \times 100\%$$

The Planned EFOR Losses used in the GAF budget calculation will be the identified EFOR budget in the business plan plus an additional allowance for deratings (MWh). This additional derating allowance will be reviewed each year based on the prior two year's performance. For FY23 the additional derating allowance is as follows (total station):

- 10 GWh for operational activities
- 0 GWh for boiler evaporator temperature limit losses

The upside target will be determined by saving a total outage time of 1 day for each inspection outage of 5 days and 2 days for each major outage of 40 days. Outages of durations other than 5 and 40 days will have upsides calculated pro-rata.

For unit yearly outage duration ≤ 5 days:

$$\text{Upside target days} = \frac{\text{Outage duration days}}{5}$$

For unit yearly outage durations > 5 days:

$$\text{Upside target days} = 1 + \frac{\text{Outage duration days} - 5}{35}$$

The downside target will equate to 6 Unit days for each Unit at their base net rating (no seasonal adjustment) in each year.

Generation Availability Factor (GAF) is calculated using station statistics recorded by the Operations & Maintenance Department as follows:

$$\frac{((\text{Plant MW Rating} \times \text{Period Hours}) - (\text{MWh Losses from all internal causes})) \times 100 \%}{\text{Plant MW Rating} \times \text{Period Hours}}$$

Equivalent Forced Outage Rate (EFOR) is calculated as follows:

$$\frac{(\text{MWh Losses due to Forced Outages} + \text{De-ratings} + \text{Maintenance}) \times 100 \%}{\text{Plant MW Rating} \times \text{Period Hours}}$$

Generation Capacities are

- Unit 1 570MW - 42MW house load,
- Unit 2 570MW - 42MW house load in the bonus calculations

Unit Generation Capacities specified within the Productivity Incentive shall be re-assessed following each Turbine Upgrade Project or other change in capacity as appropriate.

The revised Unit generation capacity, as established by the Parties, shall be applied to the Productivity Incentive on a pro-rata basis from the commencement of commercial operation at the established capacity.

The GAF budget target is set by using the Business Plan Budget and will be a stretching, but attainable target as established by the Parties at the beginning of each financial year and reviewed by the Parties every six months for the duration of the agreement.

Where there are no planned outages in the reporting period the Parties will agree on a reduction in unplanned losses (Forced and Maintenance) that is stretching but achievable to set the upside target.

2. WHOLE OF BUSINESS PERFORMANCE (15%)

The whole of business performance shall consist of the following three parameters:

2.1 CURRENT OPERATING INCOME (COI) (6%)

The productivity incentive COI component shall be determined according to the following:

- If the Actual COI is equal to the Budgeted COI the productivity incentive component shall be 4.8%.
- If the Actual COI is 2.5% greater than the Budgeted COI the productivity incentive component shall be 6%.
- If the Actual COI is greater than the Budgeted COI but not 2.5% greater the productivity incentive component shall be directly proportionate between 4.8% and 6%.
- If the Actual COI is 10% less than the Budgeted COI the productivity incentive component shall be zero.
- If the Actual COI is less than the Budgeted COI but not 10% less the productivity incentive component shall be directly proportionate between 4.8% and zero.

The COI Budget target is set utilising the Business Plan budget.

2.2 FREE CASH FLOW (3%)

The productivity incentive Free Cash Flow (FCF) component shall be determined according to the following:

- If the Actual FCF is equal to the Budgeted FCF the productivity incentive component shall be 2.4%.
- If the Actual FCF is 2.5% greater than the Budgeted FCF the productivity incentive component shall be 3%.
- If the Actual FCF is greater than the Budgeted FCF but not 2.5% greater the productivity incentive component shall be directly proportionate between 2.4% and 3%.
- If the Actual FCF is 10% less than the Budgeted FCF the productivity incentive component shall be zero.
- If the Actual FCF is less than the Budgeted FCF but not 10% less the productivity incentive component shall be directly proportionate between 2.4% and zero.

The Free Cash Flow Budget target is set utilising the Business Plan budget.

2.3 MARKET CAPTURE (6%)

The productivity incentive Market Capture component shall be determined according to the following:

- If the Market Capture is equal to 100% the productivity incentive component shall be 4.2%.

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- (b) If the Market Capture is 101.5% or greater the productivity incentive component shall be 6%.
- (c) If the Market Capture is greater than 100% but less than 101.5% the productivity incentive component shall be directly proportionate between 4.2% and 6%.
- (d) If the Market Capture is 98.5% or less the productivity incentive component shall be zero.
- (e) If the Market Capture is less than 100% but greater than 98.5% the productivity incentive component shall be directly proportionate between 4.2% and zero.

Market Capture (%) is calculated as:

$$\frac{100 \times \text{Dispatched MWh} \times \$/\text{MWh}}{\text{Plant Rating MWh} \times (\$/\text{MWh}) \times (100 - \text{EFOR})}$$

Where:

MWh = station dispatched energy

\$/MWh = Victorian Regional Reference Price (pool price - 5 min)

EFOR = EFOR in the approved budget/business plan plus an additional allowance for deratings as determined in e) below.

Plant Rating = Business Plan Plant Unit ratings

The model will be based on AEMO Vic node 5 minute station gate dispatched energy and spot price data.

The targets for this element in future years will be made up as follows:

- (a) Allowance for planned outage days as per Business plan.
- (b) Planned outage days will be accounted for in the market capture model as per the Business plan. When planned outages are moved to accommodate plant requirements or for trading/market preference, allowance for these outages will be realigned in the model.
- (c) Allowance for unplanned/forced outage days as per the business plan model adjusted for NEM offloading and Coal Offloading.
- (d) Budgeted Plant output targets as per the business plan.
- (e) Allowance for deratings (MWh) which will be reviewed each year based on the prior two year's performance. For FY23 they are as follows (total station):
 - 10 GWh planned loss for operational activities
 - 0 GWh allowance for boiler evaporator temperature limit losses

Note :

Generation Capacities are

- Unit 1 570MW - 42MW house load
- Unit 2 570MW - 42MW house load in the bonus calculations

Unit Generation Capacities specified within the Productivity Incentive, shall be re-assessed following each Turbine Upgrade Project or other change in capacity as appropriate.

The revised Unit generation capacity, as established by the Parties, shall be applied to the Productivity Incentive on a pro-rata basis from the commencement of commercial operation at the established capacity.

Generation capacities are set by the Business Plan Budget and will be a stretching, but attainable target as established by the Parties at the beginning of each financial year and reviewed by the Parties every six months for the duration of the agreement.

3. ADDITIONAL CRITERIA/CLARIFICATIONS

Any extraordinary revaluation of the asset or changes made to financing arrangements, which occur post budget approval, will be treated within the Productivity Incentive model so that their effect is neutralised in the relevant year.

If there is more than an equivalent of 30 unit days of forced outages worse than target, there will be no Workplace Focused Performance component of the productivity incentive.

If there is more than an equivalent of 40 unit days of outages outside the control of Loy Yang B (i.e. the station is available to generate but is prevented due to circumstances beyond its control) there will be no Workplace Focused Performance component of the productivity incentive.

A recovery of losses from insurance, or compensation under an agreement, will be offset against any costs and dealt with in the year of recovery.

4. MAJOR DEFAULT

The events in a financial year that result in the productivity incentive being forfeited by all employees for that year are:

- (a) a major safety breach resulting in the death of a person on the Loy Yang B site; or
- (b) a major environmental breach from the Loy Yang B site resulting in a fine to the Company.

The events in a financial year that result in productivity incentive being forfeited on an individual employee basis for that year are:

- (a) unprotected industrial action having been organised and/or engaged in by the employee (for the avoidance of doubt only those employees who participate in unprotected industrial action will not be entitled to the productivity incentive for the year during which the action occurred, not all employees covered by this Agreement); or
- (b) a recorded final written warning, or greater disciplinary action (not having been successfully appealed) against the employee (for the avoidance of doubt only those employees who have the recorded final written warning, or greater disciplinary action will not be entitled to a productivity incentive for the year during which the final written, or greater disciplinary action occurred, not all employees covered by this Agreement.)

APPENDIX E – ROSTER MANAGEMENT

Roster Administration

The Shift Supervisor (SS) shall have the overall responsibility for the administration of the roster. The Shift Supervisor is the sole person responsible for day-to-day administration and long term administration of the rosters, and will ensure that the electronic rosters are correct and up to date. The roster will be marked up according to the abbreviation codes available within the electronic roster program.

The Shift Supervisor will have access 24 hours a day to leave records for personnel administration purposes.

When a Shift Supervisor is absent, relief cover shall be drawn from either another Shift Supervisor or an Operator/Technician that has had the appropriate development training and possesses the required authorisations for the role.

Annual Leave

Requests for leave shall be forwarded to the Shift Supervisor.

Each shift crew shall be entitled to have a minimum of two members on leave at any time. Additional requests for leave shall be at the discretion of the Shift Supervisor dependent on the skills available on the shift, the safe staffing levels, availability of coverage and work requirements at the time.

Leave applications shall be approved at the time of application to the Authorised Leave Approver or where that is not possible, at the earliest possible time.

Leave requests may be submitted by phone or electronically. The Shift Supervisor receiving and approving the phone requests shall complete an entry of the leave requested into the electronic roster management system. The leave applicant must on resumption of work, or prior, complete an electronic leave application via the leave management system. The authorised leave approver will then approve this leave.

Long Term Long Service Leave

Long term long service leave is defined as a period of LSL of 12 shifts or greater applied for at least three months in advance. LSL applied for of a shorter duration or requested without three months' notice, from a roster management point of view will be administered in the same manner as annual leave.

Five Operator/Technicians and/or Shift Supervisors from across the shift group shall be guaranteed access to long term LSL at any one time. For the first five who apply, long-term LSL will take priority over annual leave. In order to provide for this, each crew will have an LSL relief who will normally be the preference 7 person as determined by the preference roster.

When the preference 7 person is the Shift Supervisor, the LSL relief person will be the number 6 person on the preference roster. Before this relief person is rostered to cover LSL on any other crew, volunteers must first be asked for. If no volunteers come forward the Shift Supervisor or Operations & Maintenance Manager may nominate one of the reliefs to change crews with a minimum of three months' notice to cover the LSL. A person may only be shifted once until everyone else on relief at the time has had their turn at being shifted.

A relief person may only be moved to another crew that has two people off on long term LSL. If two people on a crew are on long term LSL, and one is the Shift Supervisor, the day work Shift Supervisor, if available, must be used to cover the Shift Supervisor on long term LSL prior to moving someone from another crew.

If a LSL relief person is required to move to another crew, he will not be requested to work back to back rounds of shifts for the changeover (i.e. must have at least one rostered day off between finishing N/S and starting D/S).

Long term LSL will be rostered on a first in, first served basis.

All time periods quoted above are actual time off the roster.

Leave Preference

A leave preference roster is used to maximise the availability of, and share access to, peak leave periods. For the purposes of the leave preference roster, the peak leave periods are the Christmas, Easter, June/July and September/October public school holidays as declared by the Victorian Government. Leave during a peak leave period is regarded as preference leave.

Each year's leave preference period is for twelve months commencing on the first day of the gazetted Christmas school holidays in the December of the previous year e.g., the 1999 leave preference period commences in December 1998.

In order to maximise the number of personnel able to take leave during peak leave periods, shift work employees shall be limited to a maximum of eight consecutive twelve hour shifts of leave during a peak leave period. Leave outside the peak leave periods is not part of the leave preference system and will be subject to normal leave arrangements.

Each person on a crew shall be allocated a different leave preference group in accordance with the following leave preference group allocation table. The leave preference roster shows how each group's leave preference changes each year. The preference ranking rotates in the order 1st, 5th, 2nd, 6th, 3rd, 7th, 4th, repeating.

LEAVE PREFERENCE GROUP ALLOCATION							
	CREW G	CREW H	CREW I	CREW J	CREW K	PROJECT	
Group 1	OT-1	OT-2	OT-3	OT-4	OT-5		
Group 2	OT-6	OT-7	OT-8	OT-9	OT-10		
Group 3	OT-11	OT-12	OT-13	OT-14	OT-15		
Group 4	OT-16	OT-17	OT-18	OT-19	OT-20		
Group 5	OT-21	OT-22	OT-23	OT-24	OT-25		OT-31
Group 6	OT-26	OT-27	OT-28	OT-29	OT-30		
Group 7	SS-1	SS-2	SS-3	SS-4	SS-5		

Leave Preference Roster-Group Ranking					
Group	Year				
	2022	2023	2024	2025	2026
Group 1	3	7	4	1	5
Group 2	7	4	1	5	2
Group 3	2	6	3	7	4
Group 4	6	3	7	4	1
Group 5	4	1	5	2	6
Group 6	5	2	6	3	7
SS Group	1	5	2	6	3

Applications for preference leave shall be determined in accordance with a person's leave preference noting the following application deadlines in respect to preference leave:

PREFERENCE	DEADLINE	PREFERENCE	DEADLINE
1 st	1 st September	5 th	29 th September
2 nd	8 th September	6 th	6 th October
3 rd	15 th September	7 th	13 th October
4 th	22 nd September		

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Failure to apply for leave by the specified date will result in forfeiture of a person's preference for that preference year.

Leave preference may only be exercised once per person per leave preference year. Subsequent opportunities for leave during peak leave periods pass to the next preference.

The Project Relief Operator/Technician will have a preference that is allotted to Group 5. The Project Relief Operator/Technician's leave preference will take precedence over the other Group 5 persons.

After all persons have exercised, or had the opportunity to exercise, their leave preference all remaining leave opportunities will be on a first come-first served basis.

APPENDIX F – OPERATIONS TRAINING

Operator training and assessment play a very important role in the safe and efficient running of Loy Yang B (LYB) Power Plant.

To ensure that LYB maintains a high level of training and operator competencies into the future, the LYB Operator Development Program will continue to be developed in consultation with the in-house LYB Operations Training Committee to a level that provides for timely, effective and appropriate Operations Training to meet organizational requirements. Wherever possible, training and assessments will be conducted in-house by appropriately qualified industry based trainers and assessors and mapped to the relevant national competency units from within the Electricity Supply Industry (ESI) – Generation Sector Training Package.

All operator training will now fall under the umbrella of the LYB Operator Development Program, which encompasses the following framework.

Five levels of Operator training authorisations have been identified as being required to operate plant at LYB Power Station as outlined below:

- (a) Basic Field Operator (Technician/Operator);
- (b) Field Operator (Operator/Technician 1);
- (c) Panel Operator (Operator/Technician 2);
- (d) Senior Panel Operator (Operator/Technician 3); and
- (e) Shift Supervisor.

The composition of the LYB Operations Training Committee will be reviewed and approved, at intervals not exceeding twelve months, by the LYB Collaborative Forum.

The structured training provided shall not only include plant operator training appropriate for each of the five levels but also training in first aid, emergency response, critical incident response, safe access to plant, mechanical plant theory, electrical plant theory, thermodynamics, OH&S, environment, leadership and interpersonal skills, advanced Unit operation and High Risk Licenses (Steam Turbine & Boiler) appropriate for each level.

Internal day work employees who are selected to train as an Operator/Technician on day work, shall retain their substantive day work salary rate or a minimum day worker salary level of step 9 (whichever is greater) whilst completing operator training and will be appointed to the relevant shift work salary level when they move onto the shift roster.

Note: First Aid training and Emergency Response training shall be mandatory for all levels above Basic Field operator.

The following pages detail the operational authorisation for each level.

As the Operator training is mapped back to the ESI – Generation Sector Training Package (units within this package may vary from time to time), personnel that successfully complete in-house training may be eligible to receive statements of attainment and/or qualifications via a Recognition of Prior Learning (RPL) process conducted by a Registered Training Organisation (RTO).

The Generation Sector Qualifications are aligned with the LYB Operator authorisations as follows:

LYB AUTHORISATIONS	QUALIFICATION TITLE
Basic Field Operator (Technician/Operator)	Certificate II in ESI Generation (Operations Support) & Certificate III in ESI Generation (Operations)
Field Operator (Operator/Technician 1)	Certificate III in ESI Generation (Operations)
Panel Operator (Operator/Technician 2)	Certificate IV in ESI Generation (Operations)
Senior Panel Operator (Operator/Technician 3)	Certificate IV in ESI Generation (Operations)

LYB authorisation will need to be obtained before that level of authorisation is achieved.

Note, obtaining the generation sector qualifications does not automatically mean that LYB Authorisation is attained.

Basic Field Operator (Technician/Operator)

After being assessed as a competent Basic Field Operator, as per the skills and knowledge requirements identified by the LYB Operations Training Committee, a LYB Basic Field Operator is authorised under the direction of a Senior Panel Operator or Shift Supervisor, to:

- (a) Complete all plant inspection duties;
- (b) Locally operate plant systems for the purposes of access to plant within their LYB permit authorisation level, which is generally LYB Level 2 Access to Plant; and
- (c) Locally operate LYB plant systems that they have been trained for, assessed as being competent in and have been authorised to operate at LYB under the direction of a Senior Panel Operator or Shift Supervisor.

Field Operator (Operator/Technician 1)

After being assessed as a competent Field Operator, as per the skills and knowledge requirements identified by the LYB Operations Training Committee, a LYB Field Operator is authorised to:

- (a) Locally operate plant systems for the purposes of access to plant within their LYB permit authorisation level, which is generally LYB Level 3 Access to Plant; and
- (b) Locally operate all LYB plant under the direction of a Senior Panel Operator or Shift Supervisor.

Panel Operator (Operator/Technician 2)

After being assessed as a competent Panel Operator, as per the skills and knowledge requirements identified by the LYB Operations Training Committee, a LYB Panel Operator is authorised to:

- (a) Locally operate all LYB plant under the direction of a Senior Panel Operator or Shift Supervisor.
- (b) Locally operate plant systems for the purposes of access to plant within their LYB permit authorisation level, which is generally LYB Level 3 Access to Plant.
- (c) Perform LYB UCR panel operation under the direction of a Senior Panel Operator or Shift Supervisor.

Senior Panel Operator (Operator/Technician 3)

After being assessed as a competent Senior Panel Operator, as per the skills and knowledge requirements identified by the LYB Operations Training Committee, a LYB Senior Panel Operator is authorised to

- (a) Locally operate all LYB plant;
- (b) Locally operate plant systems for the purposes of access to plant within their LYB permit authorisation level, which is generally LYB Level 3 Access to Plant; and
- (c) Perform LYB UCR panel operation.

Shift Supervisor

A LYB Shift Supervisor (includes a Senior Panel Operator acting in the role) is authorised to:

- (a) Perform LYB UCR panel operation to their skill and competency level
- (b) Co-ordinate LYB station operations
- (c) Conduct supervision of HV Earthing
- (d) Locally operate all LYB plant.

- (e) Locally operate plant systems for the purposes of access to plant within their LYB permit authorisation level, which is generally LYB Level 4 Access to Plant.
- (f) Perform shift crew supervision
- (g) Perform shift roster management
- (h) Assume the role of Incident Controller in the event of a station emergency.

APPENDIX G – DRUG & ALCOHOL POLICY

1. PURPOSE

The purpose of this policy is to deter those adversely affected by drugs and alcohol from putting themselves and others on-site at risk. People on-site affected by drugs or alcohol pose a safety risk to themselves or others. This policy will act as a deterrent and provide guidance to manage drug and alcohol issues on site.

2. SCOPE

Applicable to, and covers all employees, contractor employees and visitors whilst on the Loy Yang B (LYB) site. It is an inherent requirement of each role on Site, whether employee, Contractor or otherwise that compliance with the Policy is maintained at all times.

3. REFERENCES

Adherence to this policy shall ensure compliance with the relevant legislation, including but not limited to:

- (a) Australian Standard AS/NZ 4308:2008 – Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine.
- (b) Australian Standard AS4760:2006 – Procedures for specimen collection and the detection and quantitation of drugs in oral fluid.
- (c) Road Safety Act 1986.
- (d) Drugs and Alcohol Management Procedure LYP0826.
- (e) Code of practice of Electrical Safety for work on or near high voltage Electrical Apparatus (Blue Book) Victoria 2017.
- (f) Conditions of Employment, Conduct at Work, Ref No: 3-06-03.

4. POLICY OBJECTIVES

- (a) To maintain an environment that is free of illicit drugs and alcohol while remaining sensitive to individual rights and dignity.
- (b) To ensure that employees who are deemed “unfit for work” as a result of drug / alcohol use are treated in a fair and constructive manner and with due consideration of a person’s rights for confidentiality within prescribed processes.
- (c) To provide a safe work environment for all on-site.

5. RAISING AWARENESS

It is the aim of LYB to educate and assist its employees, contractors, site partners and visitors in understanding how drug and alcohol use can affect their performance at work and seek to eliminate such. This will be achieved by:

- (a) Providing opportunities to raise awareness for staff.
- (b) Promotional information issued by the Health & Wellbeing Coordinator or Safety Coordinator
- (c) Advice given through health promotion initiatives.
- (d) Advice given on request.
- (e) Providing information for all employees and contractors in the recognition of possible signs and indicators of alcohol or other drug use.

6. EMPLOYEE ASSISTANCE PROGRAM

LYB provides a confidential Employee Assistance Program (EAP). The EAP is available to assist employees should they require counselling for drug/alcohol use.

The service is voluntary unless a positive result is returned. As part of the testing process, where an employee has returned a positive result, they will be required to attend counselling through the EAP as directed.

7. COMPANY SOCIAL FUNCTIONS

LYB is an alcohol free site and as such the consumption of alcohol on site is prohibited and no functions held on site shall have alcoholic beverages available. The exception to this rule is the training facility where the responsible consumption of alcohol is allowed outside working hours.

LYB is committed to the responsible consumption of alcohol, where it is available, at all Company sponsored functions.

8. CONTRACTORS & VISITORS

Contractor employees are required to present fit for work. A contractor employee or visitor believed unfit for work will be referred to their management or site contact and will not be allowed to access or remain on-site until there is evidence they comply with this policy.

All Contractors must;

Ensure all personnel engaged and working on the LYB Site have completed a test (within 12 months of the LYB engagement date), as specified in accordance with the testing parameters referred to in this Policy and provide written confirmation to the Company prior to commencement on site as to the currency of this test.

9. DRUG & ALCOHOL TESTING

Drug and alcohol testing will occur pre-employment (employees), causal or post incident and randomly. Any employee or contractor will be deemed unfit for work if a sample collected and analysed indicates the presence of a drug from the categories below, this list is not exhaustive. All testing procedures shall comply with the Australian standard.

If as a result of testing, drug and/or alcohol use is confirmed and exceeds the limits set in this policy, the circumstances will be fully investigated in a fair manner.

9.1 DRUG DETECTION

The drugs to be screened pre-employment, post-incident and causal and their cut off levels for detection as set out in AS/NZ 4308:2008 are as follows:

- | | |
|---------------------------------|----------|
| (a) Opiates (Morphine) | 300 µg/L |
| (b) Cannabinoids (THC) | 50 µg/L |
| (c) Amphetamine type substances | 300 µg/L |
| (d) Cocaine | 300 µg/L |
| (e) Benzodiazepines | 200 µg/L |

The preferred method of testing for random testing will be as per AS/NZ 4760:2006:

- | | |
|---------------------------------|---------|
| (a) Opiates | 50ng/mL |
| (b) Tetrahydrocannabinol THC | 25ng/ml |
| (c) Amphetamine type substances | 50ng/mL |
| (d) Cocaine and metabolites | 50ng/mL |

The possession, use or distribution of illicit drugs in LYB vehicles, on LYB property and at venues under its control, is prohibited.

9.2 ALCOHOL DETECTION

Due to the high risk work undertaken on site, all people on site are expected to present to work with a zero blood alcohol, a reading of 0.029% is considered to be zero. If found to be above the accepted level, the individual will be managed as outlined in Appendix H.

All drivers driving on-site are expected to comply with Vic Roads Licensing System.

9.3 RANDOM TESTING

The testing program will cover a percentage of the workforce each year. Employees may be tested more than once a year to ensure the policy's random process deters the use of substances that may affect fitness for work. The external testing provider will coordinate the selection of participants.

9.4 CAUSAL TESTING

Testing will occur for reasonable suspicion or causal (post incident) reasons. Causal testing will be undertaken where there is reasonable belief that impairment may have been a contributing factor to the incident. Causal testing will be implemented for all incidents involving mobile plant. Testing processes will follow those set down in Appendix H. The employee has the right to representation of their choice throughout the process; however, this will not be allowed to unreasonably delay the testing procedure.

9.5 REFUSAL TO UNDERGO TEST

Refusal to undertake a test when requested within an agreed time will be regarded as having returned a positive result.

9.6 DISPUTE OF POSITIVE LABORATORY TEST

In the event of a dispute the Dispute Resolution clause will be followed as contained in this Agreement.

10. LEGITIMATE MEDICATION

Any employee who is under the care of a medical practitioner or taking over the counter medication has a responsibility to ensure their "fitness for work". They should advise the medical practitioner or pharmacist of their normal duties and confirm what effect the medication may have on their ability to carry out their duties safely.

An employee who must take medication that could or will impair their "fitness for work" has an obligation to notify their manager/supervisor before commencing work, without necessarily breaching medical confidentiality. Their manager/supervisor may seek advice to determine the employee's ability to work safely. Alternative duties may be required. It is advisable to consult with the return to work coordinator in this instance.

Where it is not possible for an employee to work safely, they will be directed to not come to work and access sick leave until the condition for which such medication is being taken is no longer present or use of medication causing impairment has been discontinued.

If a person identifies they are on a prescribed (or over the counter) detectable substance, this will not exclude them from being tested. The confirmatory test and the laboratory will be used to match with what they have told the external testing provider. They will still need to prove that they are fit for work while taking this medication; this can be achieved by supplying a doctor's letter if this has not already occurred.

11. RESPONSIBILITIES

All employees:

- (a) Are expected to present to work with an acceptable blood alcohol level as determined by their work duties.
- (b) Shall present for work with no drug (licit or illicit) to compromise their fitness for work.
- (c) Shall attend education sessions on Drug and Alcohol use.
- (d) Shall attend information sessions on this policy.

- (e) Who are taking prescribed or over-the-counter medication which may interfere with their capacity to be “fit for work” need to inform their manager/ supervisor to ensure safe work practices are maintained.
- (f) Shall undergo a drug and/or alcohol test in relation to causal or reasonable suspicion and random testing.
- (g) Shall immediately report to management a person who is reasonably suspected of impairment and is therefore not “fit for work”.

The Company shall:

- (a) Ensure employees in their area of responsibility have the information to understand this policy and ensure that the procedures are followed.
- (b) Ensure adequate resources are available to implement and maintain the drug and alcohol management process outlined in this policy.
- (c) Ensure that if a concern is raised about a person’s possible impairment, that person is properly assessed, and appropriate measures are taken.

12. REVIEW

In consultation with the Parties the Company will review this policy on a regular basis in line with changes in legislation, case law or other developments.

APPENDIX H – DRUGS & ALCOHOL PROCEDURE

1. OBJECTIVE

This procedure outlines the steps involved and provides guidance to manage the drug and alcohol testing component of a fit for work assessment, where people on-site affected by drugs or alcohol pose a safety risk to themselves or others.

This procedure shall be followed for causal, post incident testing or random testing.

This procedure will be applicable to all employees, contractor employees and visitors whilst accessing or working on the LYB site.

2. SCOPE

To identify if drugs and alcohol are impairing people's ability to perform work safely at LYB. This procedure will identify if alcohol or drugs may have been a contributing factor in affecting a person's fitness for work, reasonable suspicion or following an incident. The random testing will act to deter people from attending the LYB site unfit for work.

3. POST INCIDENT OR CAUSAL PROCEDURE

<u>STEP</u>	<u>ACTIVITY OUTLINE</u>	<u>RESP OFFICER</u>
1.	Incident occurs or circumstances warrant reasonable suspicion. Person removed from work area to a safe location.	Team leader/ Supervisor/Manager
2.	Incident report generated.	Team Leader/ Supervisor/Manager
3.	External alcohol and drug testing provider contacted to attend site.	Human Resources representative (HR)/ Safety Coordinator/ Manager
4.	Area provided for private collection of samples and completing of documentation – eg. Gatehouse or training facility.	HR/ Manager/Supervisor
5.	External provider performs drug & alcohol testing. <ul style="list-style-type: none"> a. Saliva testing performed as per AS4760 then in the event of a non-negative saliva test result, urine drug testing performed as per AS4308. b. Alcohol breath test performed. 	External testing provider
6.	External provider notifies employee of results and passes results onto HR/ Manager. Readings of alcohol breath test, saliva test and where applicable, urine test to be recorded on employee's personnel file. <ul style="list-style-type: none"> a) Non-negative result – <ul style="list-style-type: none"> i) Breathalyser reading of 0.029% or greater, ii) Urine sample sent away for confirmatory laboratory testing. b) Negative test results – Results recorded. No further action is taken. Individual can return to work if Supervisor is satisfied employee is fit for work, if not the individual will be transported home. c) If individual refuses testing, this is considered a non-negative result and HR will be notified to discuss consequences. 	External testing provider, HR/Manager
7.	Individuals, who record a non-negative for BAC, will be transported home for the remainder of the shift. The Company person managing testing process will	The Company person managing testing, Person tested

coordinate transport home. The individual shall present to relevant manager/supervisor at the beginning of their next working day or shift.

8. Individual is taken through the process for recording a non-negative result. See process below regarding retesting and management of non-negative results. Manager/Supervisor/HR

4. RANDOM ALCOHOL TESTING PROCEDURE

<u>STEP</u>	<u>ACTIVITY OUTLINE</u>	<u>RESP OFFICER</u>
1.	External testing provider contacted to provide session of breathalyser testing. a) Testing process will occur for a set period of time or number of employees as determined by the current work situation.	Safety Coordinator
2.	Testing provider will obtain sample from employee. If BAC < 0.029% result is considered negative and person returns to duties. If a result of 0.029% - 0.049% occurs, a print out of the reading will be obtained: a) Employee to be given the option to wait in safe location (eg. LYB induction area) and repeat test within one hour, or take sick leave and go home. b) If the repeat test is < 0.029% result will be considered negative and person can return to normal duties. c) If repeat test is ≥ 0.029% this will be considered a non-negative result. d) EAP participation is offered. e) Person may speak to manager/ supervisor about viability of returning to work to perform duties not requiring high risk licence. If this is not possible person will be required to take sick leave. f) Transport home will be organised by HR if required. g) The person will take sick leave and the testing provider will organise a retest time with the person. If BAC result is 0.050% or above, a print out of the reading will be obtained. a) EAP participation is offered. b) Transport home will be organised by the HR. c) The person will take sick leave and the testing provider will organise a retest time with the person. With a first non-negative test the aim is for the Company to work with the person to get help to rehabilitate, this will be facilitated by external testing provider offering information and EAP to the individual. The Company will not be informed of the first non-negative result. Contractors will be referred to their site manager or contract manager at this point for their on-going management.	External testing provider/HR
3.	If individual refuses testing, this is considered a non-negative result and departmental manager and HR will be notified to discuss consequences.	External testing provider/HR

5. RANDOM DRUG TESTING PROCEDURE

5.1. FIRST TEST

<u>STEP</u>	<u>ACTIVITY OUTLINE</u>	<u>RESP OFFICER</u>
1.	External testing provider contacted to provide session of drug testing. a) Testing process will occur for a set period of time or number of employees as determined by the current work situation.	Safety Coordinator
2.	External testing provider will obtain saliva sample from employee. If unable to obtain saliva sample, urine sample will be collected. a) If indicative result is negative, person returns to duties. b) If indicative result produces a non-negative result for Tetrahydrocannabinol or cocaine and metabolites.	External testing provider/HR

- Transport home will be organised by HR.
- The person will take sick leave.
- Sample will be sent to laboratory for confirmatory testing.
- Person will be notified by testing provider through registered mail of confirmed result. HR will also be notified.
- EAP participation is mandatory for these non-negative results.
- If false positive, person can return to work and leave is reinstated.

- c) If indicative result indicates a non-negative result for potentially non-illicit substances:
- EAP will be offered.
 - The person may wish to involve their manager at this time to confirm already disclosed medication and manager can then decide if person can return to current or modified duties. Sample will still be sent off to laboratory to match with disclosed medication. The person may choose employee representative to be a conduit for communication between themselves and the Company.
 - Transport home will be organised by HR if required.
 - The person will take sick leave.
 - For a first non-negative test the Company will work with the person to get help to rehabilitate.
 - If the laboratory result confirms a non-negative result with the initial test for any other non-illicit drug category, external testing provider will notify the individual only.
- d) If the laboratory confirms a non-negative result, the person may consult their prescribing doctor to confirm fitness for work with current prescription. They may return to work without need for a second test once this is supplied to their manager.
- e) Once a contractor returns a non-negative result, they will be referred to their site manager or contract manager for their on-going management.

(c) If individual refuses testing, this is considered a non-negative result and departmental manager and HR will be notified to discuss consequences.

External testing provider/HR

5.2. SECOND TEST

<u>STEP</u>	<u>ACTIVITY OUTLINE</u>	<u>RESP OFFICER</u>
1.	If at the second test, which will be conducted at the testing providers' office, indicates a non-negative for any substance, the external testing provider will notify the employee and contacts HR who will inform the person's departmental manager.	
2.	Retest at time determined by external testing provider.	External testing provider
3.	Compulsory attendance at counselling through EAP.	Person tested
4.	Disciplinary action as per policy.	Relevant Manager/ Supervisor/HR
5.	Record of non-negative result recorded in personnel file.	HR

5.3. THIRD TEST

<u>STEP</u>	<u>ACTIVITY OUTLINE</u>	<u>RESP OFFICER</u>
1.	If third test determines a non-negative result HR notified by External testing provider.	
2.	The retest timing is determined by external testing provider.	External testing provider
3.	Compulsory attendance at counselling through EAP.	Person tested
4.	Disciplinary action as per policy.	Relevant Manager/ Supervisor/HR
5.	Record of non-negative result recorded in personnel file.	HR

6. DEFINITIONS

Causal testing: Where an individual is involved in an accident/incident that resulted in injury or damage to people, plant or equipment and there is reason to believe that the individual's judgement or action may have been impaired by the use of drugs and/or alcohol.

Drug: every substance or article which is a dangerous drug under and within the meaning of the Health Act or any other substance, article, preparation or mixture (with the exception of alcohol) whether gaseous, liquid, solid, or in any other form which, when consumed or used by a person, deprives him/her either temporarily or permanently of any of his/her normal mental or physical faculties.

Fitness for Work: describes the physical or emotional condition of a person whereby the person can be reasonably expected to undertake a task without incurring unacceptable risks to the health and safety of a person.

Human Resources representative or HR: Person nominated to facilitate testing process and manage individuals involved in process. Operates under a legal framework that protects the privacy of individuals.

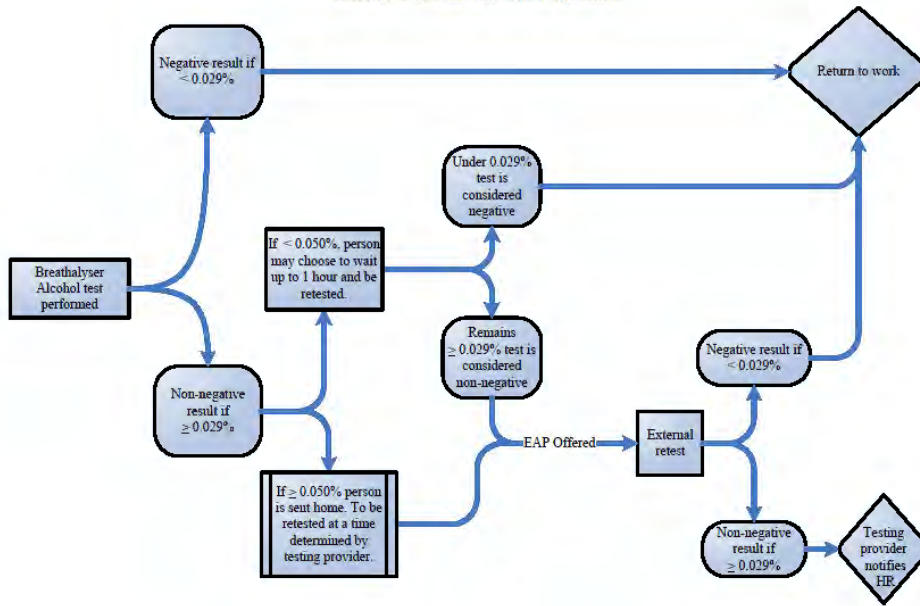
Impairment: A state in which alertness, coordination and / or ability to make rational judgements are diminished or inhibited by the effects of alcohol or other drugs.

Non-negative result: A test result where drugs and/or alcohol are contained in the sample that is above the cut-off levels.

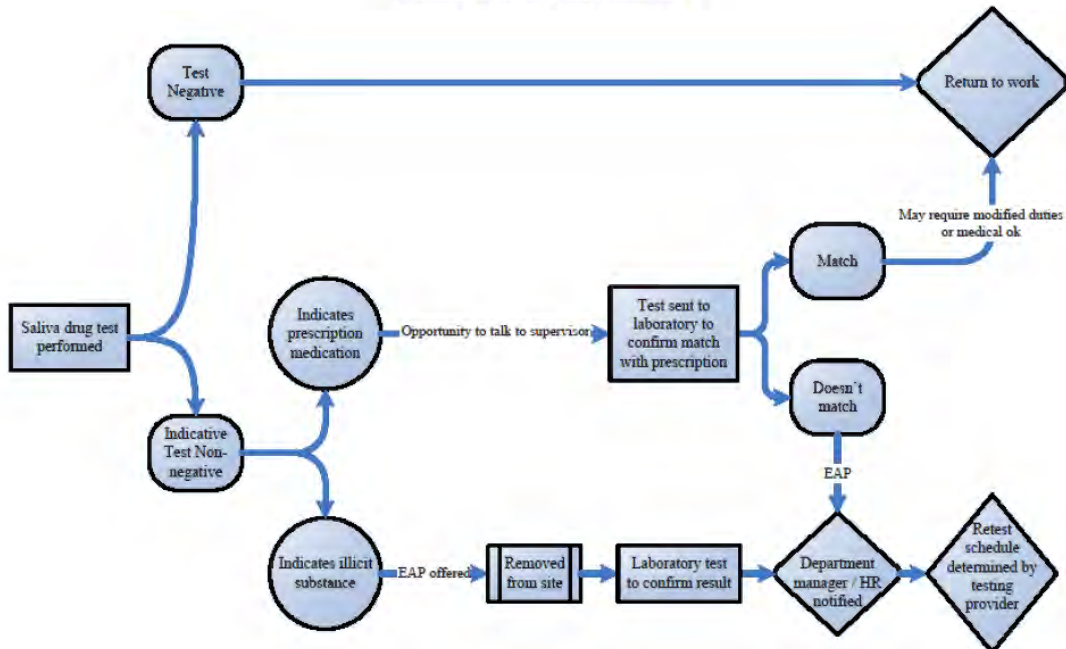
Reasonable Suspicion testing: Where there is reasonable cause to believe that an individual's performance at work is impaired and that such impairment may be the result of drug and/or alcohol abuse.

Random Testing: A testing program that tests the workforce randomly for alcohol and drug levels that may affect their fitness for work.

RANDOM ALCOHOL TESTING PROCEDURE



RANDOM DRUG TESTING PROCEDURE



ABBREVIATIONS & DEFINITIONS

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

TERM	DEFINITIONS
Agreement	Loy Yang B Enterprise Agreement 2022
Alinta Energy	Alinta Energy group is a wholly owned subsidiary of Chow Tai Fook Enterprises (CTFE)
ASU	Australian Services Union
Base rate	The pay for an employee, exclusive of overtime, shift work loadings and allowances
Calendar Year	1 January to 31 December
CFMMEU	Construction, Forestry, Maritime, Mining and Energy Union
Company	LYB Operations & Maintenance Pty Ltd, ACN 055 563 696 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
Consultation	<p>Meaningful discussion of issues and provision of information consistent with the description provided by Commissioner G. Smith in Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia v Vodafone Network Pty Ltd:</p> <p>“Consultation is not perfunctory advice on what is about to happen... Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker... Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.”</p>
Day work employee	An employee who is required to work all or most of their ordinary hours of work Monday to Friday in accordance with clause 12.2.
Discretionary Training	Optional training for an employee
EAP	Employee Assistance Program
Equisuper	Equisuper ACN 006 964 049
FW Act	Fair Work Act 2009 (Cth)
FWC	Fair Work Commission
Fund	The Equisuper superannuation fund
Immediate family	Means an employee's spouse (including a former spouse, de facto partner or former de factor partner, where de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes), a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner.

LOY YANG B ENTERPRISE AGREEMENT 2022

TERM	DEFINITIONS
Internally	In clause 9 shall mean all those LYB permanent employees appointed to a position in the Organisational Structure (shown in Appendix C) including Trainees and Graduates currently engaged.
LSL	Long service leave
LWOP	Leave without pay
NES	National Employment Standards under Part 2-2 of the FW Act
Non-discretionary training	Mandatory training for an employee to attend.
Normal pay	The rate of pay normally received by an employee exclusive of overtime payments, but for shift work employees inclusive of shift work loading and any allowance normally received.
Parties	As defined in clause 2.
Pay Steps	Pay Steps A to D and 1 to 19 inclusive as included in Appendix A
Power Station	Loy Yang B Power Station, auxiliary plant and infrastructure associated with the operation and maintenance of the Loy Yang B Power Station and auxiliary plant.
Representative	An employee's chosen representative whether that be a registered employee organisation such as the CFMMEU, ASU or alternatively an individual they have nominated.
Shift work employee	An employee who is employed to work rotating shift work on a rostered basis. Notwithstanding the above definition of shift work employees for the purposes of the NES, a shift work employee is an employee who: <ul style="list-style-type: none"> (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) who is regularly rostered to work on Sundays and public holidays.
Shift work loading	An additional amount of money paid to an employee to compensate him/her for the nature of rotating shift work and regular rostered weekend work.
Single Time for Training	The payment made for training conducted outside of normal hours or shift which attracts additional payment at the Normal Pay rate.
Unions	CFMMEU and ASU
Unit Outage	Commences when the Unit is de-synchronised and concludes when it reaches 500MW or its programmed target generation.

SIGNATORIES

For and on behalf of LYB Operations & Maintenance Pty Ltd A.C.N. 055 563 696 (the Company)

Name Anthony Hicks Witnessed by Jayne Hassett
Position/Authority General Manager - LYB Witness signature JHassett
Address 22A Ethel St Traralgon Vic 3844 Witness address 120 Donegal Avenue,
Signature [Signature] Traralgon Vic 3844
Date 7/9/22

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

Name MARK RICHARDS Witnessed by PAULA WILLIAMS
Position/Authority SECRETARY/VICTORIA Witness signature PWilliams
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Date 7/9/2022

For and on behalf of the Australian Services Union (the ASU)

Name Tash Wark Witnessed by Paula Doody
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Date 9 September 2022