

SIEMENS ENERGY PTY LIMITED
LOY YANG A & B POWER STATIONS
OUTAGE AND SHUTDOWN (AMWU & CFMEU)
ENTERPRISE AGREEMENT 2024

ARRANGEMENT: The Agreement is arranged as follows: -

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1. TITLE

This Agreement shall be known as the Siemens Energy Loy Yang A & B Power Stations Outage and Shutdown (AMWU & CFMEU) Enterprise Agreement 2024 (**Agreement**).

2. PARTIES BOUND

2.1. This Agreement shall be covering:

- a) Siemens Energy Pty Limited (ACN 636 537 409, ABN 69 636 537 409) (**Company**).
- b) Employees who are engaged to perform mechanical outage and shutdown activities at the Loy Yang A and B Power Stations in classifications covered in this Agreement (**Employees**).
- c) Australian Manufacturing Workers Union (**AMWU**)
- d) Construction Forestry Mining Maritime and Energy Union (**CFMEU**)

3. SCOPE AND APPLICATION

3.1. This Agreement shall apply to the Company when engaged in mechanical outage and shutdown activities at the Loy Yang A and B Power Stations and its employees are engaged at that site.

4. DURATION

4.1. This Agreement shall take effect 7 days from the date of approval by the Fair Work Commission (**FWC**) and shall remain in force until 31 March 2025.

5. RELATIONSHIP TO PARENT AWARD

5.1. The Terms of the *Manufacturing and Associated Industries and Occupations Award 2020* (**Award**) or its successor award(s) ("Award"), as varied from time to time, are incorporated into this Agreement. However, variations to the Award that are detrimental to the employees covered by this Agreement will not be incorporated.

5.2. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.

5.3. Other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.

5.4. In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise

5.5. Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings,

penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.

5.6. Further, existing over Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

6. NATIONAL EMPLOYMENT STANDARDS

6.1. The National Employment Standards (NES) applies at all times to employees covered under this Agreement. Where there is an inconsistency between this Agreement and the NES, the more beneficial term to the employee will apply to the extent of the inconsistency. Where the NES is varied to provide a benefit higher than that contained in the Agreement, the NES shall apply to the extent of the inconsistency.

6.2. This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

7. WORKPLACE FLEXIBILITY

7.1. An employer and employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) single day annual leave
 - (ii) meal breaks
 - (iii) compassionate leave; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

7.2. The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009;
and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3. The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and

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

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

7.5. The employer or employee may terminate the individual flexibility arrangement:

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

8. CONTRACT OF EMPLOYMENT

8.1. Any employee not specifically engaged as part-time or casual employee will be for all purposes of this agreement a weekly hire employee engaged to work the hours contained with clause 13: *Normal Working Hours and RDO's* of this agreement.

8.2. Casual Employee

8.2.1. A casual employee is one engaged and paid as such. The Company makes no firm advance commitment to a casual employee for any continuing and indefinite work according to an agreed pattern of work. The Company can elect to offer engagements to casual employees from time to time which the casual employee may choose to accept or decline. A casual employee has no guaranteed hours of work and will be required to work according to the needs of the Company.

8.2.2. A casual employee for working ordinary time shall be paid an hourly rate on the basis of one thirty-sixth of the weekly wage prescribed in this agreement for the work classification plus a casual loading of 25%.

8.2.3. The loading constitutes part of the casual employee's all-purpose rate.

8.2.4. Casual employees are not entitled to public holidays, annual leave, personal leave, carer's leave or compassionate leave, nor are casual employees entitled to parental leave except in the circumstances prescribed by the Fair Work Act 2009.

8.2.5. It is the Companies' intention that casuals will be employed for a minimum of 1 day.

8.2.6. Casual Conversion will be in accordance with the NES.

8.3. Training

8.3.1. Employees will, after appropriate training, perform all duties commensurate with the skills and competencies they possess.

8.3.2. This requires recognition of appropriate skilling and will depend upon the employee accepting the training and being competent to utilise those skills which are incidental and peripheral to their core skills.

9. APPRENTICES

9.1. State or Territory legislation to apply to apprentices.

9.1.1. The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause were declared or recognised by an Apprenticeship Authority.

9.1.2. Subject to appropriate State legislation, an employer shall not employ a non-apprenticed junior in a trade or occupation provided for in this clause.

9.2. Operation of State Laws

9.2.1. In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulations are not inconsistent with this Agreement in which case the provisions of this Agreement will prevail.

9.2.2. Where it is consistent with State legislation, an apprentice may be engaged under a Training Agreement approved by an Apprenticeship Authority, provided the qualification outcome specified in the Training Agreement is consistent with that established for the apprenticeship in AQF Training Package.

9.3. Apprenticeship Authority shall mean.

9.3.1. Australian Apprenticeship Board.

9.3.2. In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The employer shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

9.3.3. An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.

- 9.3.4. The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the apprenticeship authority with the State but shall not exceed three months.
- 9.3.5. Except as provided in this clause where otherwise stated all conditions of employment specified in the Agreement shall apply to apprentices. The ordinary hours of employment of apprentices shall not exceed those of the relevant tradesperson.
- 9.3.6. The period may be varied with the approval of the Apprenticeship Authority provided that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under the terms of this Agreement.
- 9.3.7. No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at time which would prevent their attendance in training consistent with the contract or training agreement.
- 9.3.8. No apprentice shall work under a system of payment by results.

9.4. Transition provisions.

- 9.4.1. Any person engaged as an apprentice at the date this Agreement commenced operation shall be deemed to be an apprentice for all purposes of this Agreement until the completion or cancellation of their apprenticeship contract.

9.5. Apprentices attending Technical College on RDO

- 9.5.1. An apprentice working under a particular work cycle in accordance with this Agreement who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.

9.6. Employment of minors

- 9.6.1. An employer shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.
- 9.6.2. A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.

9.7. Effect on period of apprenticeship of lost time.

9.7.1. If during the period of apprenticeships an apprentice has served less than the ordinary working days prescribed by this Agreement or has been unlawfully absent from work, for every day short or absent the apprentice shall serve an additional day in the apprenticeship period.

9.7.2. Any unlawful absence from work or Technical College affecting the individual's progress will be addressed under the employer's performance management process.

9.8. Wages

9.8.1. The weekly rate of wages for apprentices shall be the undermentioned percentage based on a 100% of the C10 classification in this Agreement.

Has not completed Year 12 % of C10		Has completed Year 12 % of C10 or classification)	Adult apprentice. % of C10 (or classification)
Year 1	50%	55%	80%
Year 2	60%	65%	C14
Year 3	75%	75%	C13
Year 4	88%	C12	C12

10. NOTICE OF TERMINATION

10.1. In order to terminate the employment of a full time employee the employer shall give to the employee the following notice or (at the employer's discretion) payment in lieu thereof for the whole or part of the notice period:

Period of Continuous Service	Period of Notice
Up to one year	1 week
1 year and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

10.2. Full time employees over 45 years of age will be granted an additional week's notice period.

10.3. During the period of notice of termination given by the employer, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

10.4. The required amount of compensation instead of notice that must be paid when payment in lieu of notice (whether in whole or in part) is made by the employer; must equal or exceed the total of all amounts that if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be worked out on the basis of:

- a) the employee's ordinary hours of work (even if they are not standard hours);
- and

- b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - c) any other amounts payable under the employee's contract of employment.
- 10.5. The period of notice in this clause does not apply:
- a) in the case of dismissal for serious misconduct.
 - b) to employees engaged for a specific period of time or for a specific task or tasks.
 - c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - d) to casual employees.
- 10.6. Upon termination of employment, wages due to an employee shall be paid within 2 days of termination.
- 10.7. The Company shall provide a written statement specifying the period of employment and the classification of the type of work performed by the employee.
- 10.8. A casual shall be given a minimum of 1 hour notice of termination.
- 10.9. Where an employee ceases employment at completion of the task or project, and has an RDO accrual, that accrual will be paid out at double time, except in the case whereby the accrual has occurred due to the employee requesting such accrual for personal reasons or where the employee has not cleared the banked RDO's as per Attachment C.
- 10.10. An employee giving notice of termination of his or her employment shall give the applicable period of notice as provided in this clause at any time during the week.
- 10.11. Where the Union picnic day falls within the duration of the employee's notice period, the day will be treated separately and not counted as part of the notice period.
- 10.12. If the Company terminates the employment of an employee except for summary dismissal, the Company shall pay the employee one (1) days ordinary wages for each holiday prescribed which falls within 10 consecutive calendar days after the day of termination provided that the employee is a full-time employee.
- 10.13. Where any 2 or more of the holidays prescribed in the agreement occur within a 7-day span, such holidays shall for the purposes of this agreement be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day & New Years' Day (or days in lieu thereof) shall be regarded as a group.

11. INDUCTIONS

- 11.1. All employees, including sub-contractors, prior to commencing work on any plant, shall be required to attend and successfully complete an induction program.
- 11.2. Site specific inductions that the company requests individuals to complete, will be paid for by the company for the time taken to complete.

- 11.3. All employees working in the Power Station are required to hold a Latrobe Valley Thermal Generators Power Industry Card ("PIC"), prior to commencing work on site. This is a statutory requirement under the OH&S Regulations.

12. INTRODUCTION OF CASUALS

- 12.1. During increased workloads and outages, there is a requirement to engage casual employees to support such heightened workloads. In order to ensure that casual employees are familiar with this Agreement, site safety requirements and who their employee and OH&S Representatives are for their respective work areas and trade, the Company will introduce casual employees to the Employee and OH&S Representatives.
- 12.2. The Company will facilitate this process by ensuring the casual employee:
- Undergoes a Company induction.
 - Is introduced, at the pre-start meeting, to the workgroup and its Employee and OH&S Representatives
 - Is introduced to their trade Employee Representative.
- 12.3. If the Casual employee cannot be introduced in person to their particular trade Employee representative the Company will:
- Ensure the casual employee is made aware whom the person is during the induction.
 - Facilitate the appropriate Employee Representative attend that particular workgroup pre-start.
 - Notify the Employee Representative of the casual employee start on site and grant reasonable time for the Employee Representative to meet with the casual employee after their respective pre-start meetings.
- 12.4. It is understood by all parties that an introduction is defined as an acknowledgment of the Employee and OH&S Representative and reasonable time for the Employee Representative to meet privately after the pre-start to discuss the aforementioned areas.

13. NORMAL WORKING HOURS AND RDO's

- 13.1. In the interests of achieving optimum productivity and to return the Client's plant to service as soon as possible, the parties agree that maximum flexibility shall be available to facilitate work being performed at the times that best suit the needs of the job.
- 13.2. The ordinary hours of work shall be 36 hours per week exclusive of meal breaks.
- 13.3. The ordinary hours of work shall worked Monday through to Friday.
- 13.4. The ordinary hours of work prescribed shall be worked continuously, except for meal breaks, between 6.00 a.m. and 6.00 p.m. to meet work program requirements.

- 13.5. Rostered Days Off will normally be on the basis of one (1) Rostered Day off per two (2) week period, (excluding Long Service and unpaid leave) in accordance with an agreed posted roster.
RDO accrual will involve:
- Working an 8 hour day and being paid for 7.2 ordinary hours
 - "banking"/accruing the remaining 0.8 hours into the RDO accrual fund
- 13.6. See Attachment C – Working of RDO Arrangements

14. WORKING OF RDO'S (EMPLOYER REQUEST TO WORK A SCHEDULED RDOA)

- 14.1. In the event of breakdowns and planned outages, where employees are requested to work their scheduled RDO, and by agreement with the employee to work their scheduled RDO, the RDO will be banked, and all hours worked will be paid at the rate of double time. Any accrued RDO hours at the time of termination will be paid out at the rate of double time.
- 14.2. Employees in consultation with their Supervisor will clear banked RDO's within a reasonable period. Where employees request to carry RDO's into the following 6 months wage period, this must be approved by the Siemen Energy's Business Manager and a leave form filled out for when the leave is intended to be taken.
- 14.3. Whilst Management supports the approach that employees take their RDO's, there may be cause of exceptional circumstances where it is required to work partial hours on an RDO between the hours of 0000hrs and 2400hrs.
- 14.4. Treatment of such hours is the RDO is banked, and the hours worked, or minimum call out (refer to Clause 15.2.3) are paid.
- 14.5. Employee Request to work a scheduled RDO
- 14.5.1. It is the intension that RDO's are to be taken on a regular basis as allocated as far as practicable. By Pre-arrangement it may be agreed, that RDO's shall be banked unless otherwise agreed by the individual and the manager.
- 14.5.2. Any singular movement of an RDO on request of an individual employee (voluntary) to satisfy personal needs and if approved by their Supervisor may occur provided there is minimal impact to the requirements of the work program. The voluntary working of scheduled RDO shall be at ordinary rates of pay and the day then banked. Employees in consultation with their Supervisor will clear the banked RDO as per mutually agreed preferably within the period prior to the next RDO.
- 14.6. Rosters

RDO Rosters shall be prepared for the site and shall be posted prior to the commencement of each calendar year. Rosters shall be prepared in consultation with the Consultative Committee. It is acknowledged that rosters may need to be changed or amended from time

to time for specific events such as outage works or shifts etc. It is desired and intended that these rosters be maintained and adhered to for all normal routine maintenance activities.

14.7. Shift work

RDO's shall also be banked whereby a night shift has concluded on an RDO and hence it is required that the individuals 10 hr. break would fall on this RDO. In this case the day shall be deemed a normal working day and the RDO shall be banked.

14.8. Sick leave on an RDO.

Sick leave can be claimed on an RDO if a doctor's certificate is provided, other than casual employees.

15. EMPLOYMENT CATEGORIES AND RATES OF PAY

- 15.1. The Company will employ individuals in the following categories: Advanced Tradesperson, Tradesperson, Semi-Skilled, Non-skilled.
- 15.2. Annual wage increases of 2.75% will occur on the first full pay period on or after 1 April each year as detailed in clause 16.

16. WAGE RATES

An employee is entitled to be paid the weekly rate for his or her classification as set out in the tables below. Increases will apply from the first full pay period on or after the date shown. These rates are inclusive of all allowances unless specifically mentioned in this Agreement.

Mechanical Trades Wage Table

Description	Classification	Relative %	Current
• Advanced Temporary Group Leader	C5	131	\$ 2,955.34
• Advanced Team Leader	C6	122.5	\$ 2,763.58
• Team Leader	C7	115	\$ 2,594.38
• Tradesperson Special Class Level II	C8	110	\$ 2,481.59
• Tradesperson Special Class Level I			
• Operator of Crane 80 tonne +	C9	105	\$ 2,368.78
• Tradesperson Level II			
• Operator of Crane 40-80 tonne	C10	100	\$ 2,255.98
• Tradesperson Level I			
• Operation of Crane 20-40 tonne			
• Advanced Scaffolder or Rigger (Utilising Agreed Additional Skills)			
• Sheetmetal Worker			
• Lagger			
• Lubrication Attendent			

Non Trade Wage Table

Description	Classification	Relative %	Current
• Advanced Scaffolder or Rigger other than that at C10	C10A	99	\$ 2,233.42
• Intermediate Scaffolder or Rigger • Operator of Crane up to 20 tonne • Store Person Level II	C11	98	\$ 2,210.87
• Basic Scaffolder or Rigger	C11A	97	\$ 2,188.19
• Store Person Level 1 • Boiler Cleaner Level III	C12	96	\$ 2,165.74
• Boiler Cleaner Level II	C12A	94	\$ 2,120.62
• Boiler Cleaner Level I	C12B	92	\$ 2,075.51
• Trades Assistant • Peggy	C13	90	\$ 2,030.39

16.1. Higher Duties Allowance (HDA)

16.1.1. An employee engaged for more than 2 hours during one day or shift on a higher classification than their normal classification, shall be paid the higher rate for that day or shift. If an employee is engaged for 2 hours or less during one day or shift, the employee shall be paid the higher rate for the time so worked.

Advanced Team Leader

16.1.2. Employees appointed as Advanced Team Leader by the Siemens Power Services Contract Manager or delegated representatives will be paid for the period of their appointment 122.5% of the rate paid for a Siemens Energy C10 (100%).

16.2. Temporary WGL

16.2.1. Those employees who have attained the classification of permanent advanced team leader via demonstrated competency assessment and hence are already remunerated at the 122.5% rate, shall be paid via HDA at the 131% rate when appointed as Temporary WGL. This 131% rate shall only be attained on the proviso that all accountabilities, responsibilities and functions of the WGL role are met as per the WGL position description. Likewise, any employee appointed to the role of temporary WGL who has been assessed and demonstrates the responsibilities, accountabilities and functions as per the WGL position description, shall also be remunerated at the rate of 131% via the HDA process.

16.2.2. The appointment of an employee to a temporary WGL's position and the subsequent period of appointment will not be included for the purposes of assessment for reclassification.

17. PAYMENT OF EARNINGS

17.1. All monies payable under this Agreement shall be paid weekly by electronic transfer of funds into an account nominated by the employee with a bank or other financial institution. Payslips will be provided in compliance with the Fair Work Act.

- 17.2. All payslips to be provided by electronic means. Employees are to provide a valid email address to facilitate the communication of payslips.
- 17.3. Upon termination the Company shall state to each employee in writing, the total amount of wages and other payments to which the employee is entitled, details of any deductions made, and the net amount being paid to each employee.

Details shall include:

Name
Hours of Work
Allowances paid.
Classification
Leave entitlements (Annual Leave, RDO's, Carers Leave)
Deductions Made
Superannuation contributions
Year to date earnings
Base pay rate

- 17.4. Where employees are paid by electronic funds transfer, if for any reasons beyond the control of the employer and the employee, the transfer of funds is not effected at the nominated day, the employer may advance the employee an agreed amount, to be repaid by the employee on the day the wages are credited to the employee's account. If the employee does not repay the money as required, the employer will be entitled to withhold the amount involved from the employee's future wages or other entitlements. If an error is made and the amount credited to the employee's account exceeds the entitlement, the employee shall observe the procedure described in the preceding sentence. If the amount is less than the employee's entitlement, the employer shall pay by electronic means the amount of the shortfall.
- 17.5. Where employees are paid by electronic funds transfer, if for reasons within the employer's control, the transfer of funds is not effected at the nominated day in addition to the arrangements set out in the preceding paragraph, the employer will reimburse to any employee adversely effected by the delay any penalties, costs or fees incurred by the employee as a result of the delay or failure of the electronic funds transfer being effected at the nominated day.

18. OVERTIME

- 18.1. The following applies in the management and treatment of all overtime.
- 18.1.1. All employees will be expected to work reasonable overtime at the request of the Company on any day of the week including Saturday, Sunday and Public Holidays.
- 18.1.2. When overtime work is necessary it should, wherever reasonably practicable, be so arranged that employees (including casuals) have at least 10 consecutive hours off duty before returning to work.
- 18.1.3. In instances where employees cease work at a time, that when the required 10 Hour break applies, the end of that 10 Hour break is on or after 1pm the following day, the remainder of that day will be deemed a lay day.

18.1.4. In circumstance where the work is known to be continuing past 3:30pm on the day of the 10-hour break, this will be communicated to the employee and there is an expectation that the employee will attend work following the required 10 hr break.

18.1.5. Employees required to work overtime, will be paid a minimum of 1 hour on the actual job being worked at the appropriate rate for overtime worked.

18.1.6. Payment for periods of overtime for day workers will be at double the ordinary time all purposed rate (including any all-purpose allowance) as contained in the Wage Rates Table for weekdays, Saturdays and Sundays

18.1.7. Hours worked on Public Holidays will be paid at double time and a half for all hours worked.

18.1.8. Periods of continuous overtime requirements will be reviewed and assessed by management in accordance with the Company's Fatigue Policy.

18.2. Minimum payment

18.2.1. An employee required to work overtime on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this Agreement, shall be paid a minimum of 4 hours at the appropriate penalty rate.

19. SHIFT WORK

19.1. For the purpose of this agreement a shift worker means an employee who works Shift Work and in doing so is entitled under this Agreement to a shift allowance. Refer to Shift Guidelines – Attachment A.

19.2. Shift workers, for all time worked in excess of the ordinary working hours shall be paid at the rate of double time except in each case when the time is worked:

- By arrangement between the employees themselves; or
- On a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the Company to deduct payment for a day.

19.3. The parties understand that the Client's business requirements will frequently necessitate the Company's employees performing work on shift.

19.4. In some cases, schedules will require the implementation of shift work for short periods with minimal notice. (Reference Clause 19.6.2 and 19.7.2)

19.5. Shift Work Definitions

19.5.1. Shift Work means any shift (day, night or afternoon shift) that is posted as a shift and occurring on any of the days Monday to Friday.

19.5.2. Shift Work should not be confused with Day Work. Shift work is identified by a posted roster, which identifies the days to be worked and the hours over which work will take place.

19.5.3. Afternoon Shift means any shift finishing after 6:00pm and at or before midnight.

19.5.4. Night Shift means any shift finishing subsequent to midnight and at or before 8:00am.

19.5.5. Shift Work may be of 8, 10 hour or 12 hour duration. However all hours in excess of 8 hours are paid at overtime rates. RDO accrual will involve:

- Working an 8 hour day and being paid for 7.2 Ordinary hours
- "banking"/accruing the remaining 0.8 hours into the RDO accrual fund

19.6. Shift Rosters (Planned Work)

19.6.1. Shift rosters shall be posted on the notice boards and shall specify the commencing and finishing times of ordinary hours and the respective shifts. The posted roster will detail the individuals required for the shift by crew, the anticipated hours to be worked including commencement time, finish times and duration, and the treatment in pay of such hours.

19.6.2. If the roster is not posted 48 hours prior to commencement of the Shift Roster, the first 48 hours will be paid as overtime, **including the day work component**.

19.6.3. Following a roster being posted it can be withdrawn up to 24 hours, prior to the first shift commencing without penalty. If the roster commences again, or is reposted, the 48 hours' notice requirement, above, will commence and apply again.

19.7. Unplanned Work

19.7.1. In the event that individuals are sent home to rest prior to returning to work at some later point, then the single event shall be treated as a planned call in. The remainder of the ordinary hours of that working day shall be paid as stand down time. The hours worked on that call in shall be attributed to the day that the hours commenced. i.e., The call in started at 19.00 on Tuesday. All 12 hours of that call are to be booked to Tuesday. If the "call in" is a single event, then a paid stand down period is provided from 7.00 to 15.30 following.

19.7.2. If the roster is not posted 48 hours prior to commencement of the Shift Roster, the first 48 hours will be paid as overtime, **excluding the day work component**.

19.7.3. If there is a requirement to repeat the activity, then the work becomes a shift after 48 hours and the stand down day is paid at the end. i.e., if 2 consecutive shifts are worked after the call in, on a Tuesday, and the work concludes on Friday morning; the paid stand down is provided and paid to Friday.

19.8. Variation by Agreement

19.8.1. Rosters may be varied to meet operational requirements by agreement between the parties on site in which case the notice provisions provided for in this clause will not apply.

19.9. Alternate Work

19.9.1. In the event that equipment/plant is not immediately available at the commencement of the shift for operation reasons, alternate work activities will be allocated to those that have commenced their shift.

19.9.2. Shift Cancellations

In the event of a shift cancellation the following will be afforded to the employee:

- a) More than 24 hours' notice no penalty.
- b) Less than 24 hours' notice, employee entitled to 4 hours normal time payment.
or
- c) Less than 24 hours and has arrived on site, employee entitled to 4 hours double time,

19.10. Loading for first seven days.

19.10.1. Notwithstanding anything contained elsewhere within this Clause, an employee during the first seven (7) ordinary days of the **posted roster** (Monday to Friday – Day, Night or Afternoon shift) of an employee's **posted roster** (ie as the **posted roster** relates to the individual employee) shall be paid a shift loading of 100% for each afternoon or night shift actually worked.

19.10.2. For rotating shifts, this is also applicable for employees moving from dayshift to night or afternoon shift.

19.10.3. If there is a break in the shift roster only one loading will apply for each project or outage.

19.10.4. the Company may transfer employees to different tasks that form part of an overall program being carried out without incurring additional loadings, in cases where an employee is directed to perform work on other major tasks not contained in the original program the employee will be entitled to the 100% loading for the first seven days on the new roster for each afternoon or night shift actually worked.

19.10.5. In circumstances where a day worker works on a shift task, at the time the meal break is scheduled, then the meal break for such day work employees shall be inclusive of ordinary hours.

19.10.6. In circumstances where a day worker works overtime on a shift task, then the overtime for such day work employees shall be paid at double time of the ordinary hours rate.

19.11. Shift Loadings Not Cumulative

19.11.1. Shift loading prescribed in this Clause are not cumulative.

19.11.2. Shift Guidelines notes Attachment A

20. ALLOWANCES

The allowances in this clause 20 are provided in lieu of any applicable equivalent Award allowance. For example, the allowances in clauses 20.1 to 20.3 are provided instead of the allowances in clause 30.5 of the Award.

20.1. Fares & Travel

20.1.1. Employees will be paid a fares and travel allowance per day and on each RDO, according to the amounts set out in the table below.

Fares & Travel	Amount
1/04/2024	\$46.68 per day

20.1.2. For travel over 50 kilometres from an employee's normal place of work the travel allowance rate paid for employees using their own vehicle for transport shall be as per the rates in the table above below.

Travel Over 50km	Amount
1/04/2024	\$0.99 per kilometre

20.2. Employees and Casual Workforce Residing Outside of 100k Radius.

20.2.1. It is the intent of the Company that local labour/expertise is sourced before considering engaging resources outside of the local region.

20.2.2. In such circumstances, where employees (both permanent and casual) who are engaged by the Company at Loy Yang A & B Power Station sites, reside on permanent basis outside of a 100km radius of the Loy Yang A & B Power Station sites, at the time of engagement, will be paid either: -

- A Fares and Travel Allowance, as prescribed in the table below to cover all travel; or
- Will be provided with a Living Away from Home Allowance as provided for in **Clause 20.3**.

20.2.3. In instances where a Living Away from Home Allowance is provided, the employee will be deemed to be living locally and will therefore be provided with the fares and travel allowance per day (as per **Clause 20.1.1.** above)

20.2.4. Such employees will be required to provide evidence of proof of residency at commencement of employment.

Fares & Travel payable (residing over 100K radius)		Amount
1/04/2024		\$113.24 per day

20.3. Living Away Home Allowance

from

20.3.1. For employees engaged by the Company on the Loy Yang A & B Power Station Loy Yang sites who reside on a permanent basis outside of a 100km radius of the Loy Yang site; or for employees engaged by the Company on the Loy Yang A & B Power Station Loy Yang sites that are sent to work at a Distant site.

20.3.2. The Company may elect to provide the employee with an agreed reasonable board and lodging in a well-kept establishment and pay Living Away from Home Allowance for Meals only; or pay a Living Away from Home Allowance for Meals & Accommodation as per the following table or pro-rata per day as per the following table.

Meals	\$ 44.45 per day
Accommodation	\$ 111.13 per day
Total Daily	\$ 153.72
Total Weekly	\$ 823.49

20.3.3. This allowance will be increased if the employee is satisfied with the Company that he/she reasonably incurred a greater outlay than that prescribed above.

20.3.4. This provision will continually comply with existing and future ATO legislative changes.

20.3.5. Living Away from Home Allowances will be limited to those employees who maintain a home for their own use, within Australia, whilst they are living away from home for work purposes.

20.3.6. Such allowances may, due to legislative and taxation requirements, be deemed assessable income and individuals' may be required to substantiate their actual expenditure through the provision of actual original receipts when completing their annual tax return.

20.3.7. It is not compulsory for the Company employees to work at a distant site.

20.4. Power Station Shutdown/Outage Allowance (All Purpose Allowance)

20.4.1. The following Power Station Shutdown/Outage allowance for shutdown/outage work will be paid per hour (all purpose) for the period of the unit shutdown/outage for work performed on that relevant unit only.

20.4.2. The Allowance shall be paid:

- a) For all planned outages greater than 12 days duration; or
- b) For any unplanned overrun of planned outages past 12 days duration. In such an instance the allowance is not paid retrospectively; or

c) For any unplanned/breakdown outages greater than 12 days. In such an instance the allowance is not paid retrospectively and will not attract the outage allowance until after the 12th day

20.4.3. For pre and post outage works on planned outages greater than 12 days duration, the allowance will be paid on 2 weeks pre-outage and 1 week post outage work for specified works only.

20.4.4. Mobilisation of huts, supply and connection services, procurement, preparation and delivery of materials, planning and overhaul works, do not attract pre-outage allowance.

20.4.5. Outage allowance: To avoid doubt regarding Casual Employee rates of pay, the Outage All-Purpose allowance will be added to the ordinary rate of pay prior to the 25% casual loading being applied. This will now be the All-Purpose rate of pay to be applied for a casual employee working on outage.

20.4.6.

Date Payable From	Station Allowance (All Purpose)
1/04/2024	\$2.42 per hour

20.5. Stack Allowance

Where applicable, a stack allowance (flat) shall be paid on an incidence basis only.

Height	From date of lodgement
150 - 165 ft	\$ 5.68 per hour
165 - 185 ft	\$ 5.76 per hour
180 - 195 ft	\$ 6.86 per hour
195 - 210 ft	\$ 7.42 per hour
210 - 225 ft	\$ 8.02 per hour
225 - 240 ft	\$ 8.43 per hour
240 - 270 ft	\$ 9.19 per hour
Above 270 ft	\$ 9.74 per hour

20.6. MEAL ALLOWANCE

20.6.1. An employee who works approved overtime for more than 1.5 hours and was not notified of the requirement to work such overtime no later than the previous day or earlier, shall either be provided with a meal by the Company or paid an allowance as follows for the first meal, and each subsequent meal after a further four hours of overtime.

Date Payable From	Meal Allowance
1/04/2024	\$21.04 occurrence

20.7. Precipitator Allowance – Power Stations

- (i) A Precipitator Allowance will be paid when an Employee performs this work in the circumstances below. In such cases, the allowance is paid for each hour worked on an all-purpose basis. The allowance shall be operative from the first full pay period commencing on or after the date indicated in each row:
- (ii) Preassembly and installation of new precipitator

Date Payable From	\$ (gross) per hour
1/04/2024	\$6.98 per hour

- (iii) Refurbishment of existing precipitator

Date Payable From	\$ (gross) per hour
1/04/2024	\$2.84 per hour

21. CALL-INS

21.1. All employees will be expected, on occasions, to come into work after hours to meet work requirements of emergencies. Such attendances, wherever possible, will be voluntary. If no employee volunteers to attend a call out management may elect to utilise other persons to undertake the call-in work.

21.2. Conditions which apply to Call Ins are:

21.2.1. Call In response will be nominally one (1) hour from time of receiving a call to the time of reporting to the nominated officer on site and the Call In will be paid inclusive of appropriate travel time from home, the period of the call in, and the appropriate return time for travel to home inclusive.

21.2.2. Minimum payment for Call Ins will be (4) hours at the appropriate overtime rates as per the Agreement.

21.2.3. In instances where employees cease work at a time, that when the required 10 Hour break applies, the end of that 10 Hour break is on or after 1pm the following day, the remainder of that day will be deemed a lay day.

21.2.4. In circumstance where the work is known to be continuing past 3:30pm on the day of the 10-hour break, this will be communicated to the employee and there is an expectation that the employee will attend work following the required 10 hr break.

STANDBY

- 21.3. An employee required by the Company to hold themselves in readiness for a call back to work after ordinary hours, that incurs changes to the pre-arranged call back, shall be paid "standing by" time at the employees Ordinary Time rate of pay for the time which they held themselves in readiness for work or to the time they were released. (i.e. pre-arranged call back to attend site at 9:00pm is altered to now arrive at 11:00pm, 2 hrs ordinary time rate for paid standby will be paid, plus appropriate overtime for the call back from 11:00pm)
- 21.4. Note, requested lists for employee availability for weekend work, potential overtime or over extended breaks (eg Easter, Christmas / New Year, etc) are not classed as "stand by" or "being on availability".
- 21.5. The entitlement in this clause is in lieu of the entitlement in clause 32.13(c) of the Award.

TEN (10) HOUR BREAK BETWEEN CONSECUTIVE WORK PATTERNS

- 21.6. In instances where employees cease work at a time, that when the required 10 Hour break applies, the end of that 10 Hour break is on or after 1pm the following day, the remainder of that day will be deemed a lay day.
- 21.7. In circumstance where the work is known to be continuing past 3:30pm on the day of the 10-hour break, this will be communicated to the employee and there is an expectation that the employee will attend work following the required 10 hr break.

22. LEAVE PROVISIONS / PUBLIC HOLIDAYS

22.1. Public Holidays

22.1.1. Public holidays shall be in accordance with the Award and NES.

22.1.2. Employees, other than casual 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, Labour Day, Anzac Day, King's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day, or any other day, or part-day, declared or prescribed by or under a law of Victoria, to be observed generally within the state of Victoria.

22.1.3. Subject to this clause where New Years Day, Australia Day, Christmas Day or Boxing Day, fall on a Saturday or Sunday the following weekday(s) will be the Public Holidays. Easter Tuesday shall be recognised as the substitute day for Easter Saturday. Work on Easter Saturday is paid at overtime rates. Work on Easter Tuesday is paid at public holiday rates.

22.1.4. By agreement between the employer and the employee, other days may be substituted for the said days.

22.1.5. Where an employee is absent on an ordinary working day before or after a Public Holiday they shall demonstrate the reason for their absence.

22.1.6. Working on a Public Holiday

22.1.7. It is acknowledged by employees that the Company may reasonably request employees to work public holidays as part of their regular agreed roster, in accordance with the NES.

22.2. Annual Leave

22.2.1. Annual leave shall be in accordance with the Award and NES.

22.2.2. RDO's accrue during annual leave.

22.2.3. For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.

22.2.4. Payment of Annual Leave and proportionate leave on termination shall be at the rate of ordinary time earnings (applied to the Accrued Hours) plus 17.5 % loading. An employee requesting annual leave exceeding two consecutive days is required to submit a leave approval form to their Work Group Leader as soon as practicable and in advance of the time the leave is requested.

22.2.5. Where an employee takes annual leave his/ her entitlement for the duration of the annual leave will be paid on completion of the pay period immediately prior to commencement of the leave if so, requested by the employee.

22.2.6. Personal leave can be claimed while on annual leave if a medical certificate is provided.

22.3. Union Picnic Day

22.3.1. All employees (including casuals employed on the Friday or weekend prior to and or the day after Picnic Day), employed on site, will be entitled to attend the Picnic Day (first Monday in December) without loss of pay provided that proof of attendance, where practicable, is given to the Employer. Where employees are required to attend work, this shall be by agreement between the parties.

22.4. Long Service Leave

22.4.1. Contributions to Third Party funds whilst receiving benefits of LSL Long Service Leave will be governed by and taken in accordance with the Leave Plus (formerly Co-Invest) Scheme and applicable underpinning legislation.

22.4.2. Contributions to Co-Invest pursuant to the Construction Industry Long Service Leave Act 1997 (Vic) by the employer will be effective and complete compliance with any of its obligations relating to long service leave provided for by this Agreement.

22.5. Compassionate Leave

22.5.1. Compassionate leave shall be in accordance with the Award and NES.

22.5.2. On each occasion the Company will allow up to two days leave with normal pay to employees (other than casual employees) who suffer a death in the immediate family or where a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to his or her life.

22.5.3. The term "immediate family" includes the employee's spouse (including a former spouse, de facto spouse and a former de facto spouse) and the relatives of either the employee or the employee's spouse as defined by the NES.

22.6. Crown Witness and Jury Service Leave

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

22.6.2. Where an employee has received a private subpoena or has been called as a private witness, the employee is not paid by the Company, but should advise the Court that reimbursement for the loss of wage is required. The Company will provide necessary assistance to enable reimbursement.

22.7. Payment for Jury Service

22.7.1. Community service leave shall be in accordance with the Award and NES.

22.7.2. As per the Victoria Juries Act 2000, the Company will pay all employees the difference between the amount the employee receives for jury service and the amount the employee would have reasonably expected to have received if the employee had not been on jury service. The make-up provision will continue to apply for as long as the employee is on jury duty. This clause applies to all full-time, part-time and casual employees, but does not apply to independent contractors.

22.7.3. Proof and notification of jury service

- An employee shall notify the employer as soon as possible of the date which they are required to attend for jury service.
- Further the employee shall give the employer proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

22.8. Personal/Carers Leave

22.8.1. Personal/Carers leave shall be in accordance with the Award and NES.

22.8.2. On commencement a full-time or part-time employee shall accrue personal leave on a progressive basis at the rate of one (1) day per month for the first

10 months of employment. Thereafter, 10 days personal leave will be credited on the employee's anniversary of service. An employee's personal leave balance will be displayed on their payslip.

Other conditions

Employees will be required to provide a medical certificate signed by a registered health practitioner if:

- the Employee is absent on personal / carer's leave for more than two (2) consecutive days.
- the Employee has exhausted their personal / carer's leave entitlement.
- any other trend of personal / carer's leave is identified; or
- as otherwise provided under this Agreement.

In the case of personal leave, the medical certificate must specify that the Employee was unfit for duty and cover the full length of the absence. In the case of carer's leave, the document must specify that the Employee was required to care for the relevant person and cover the full length of the absence.

Where the Company has reason to believe that personal / carer's leave is not being taken for the purpose intended, the Company can request that the Employee provide a medical certificate or statutory declaration for any future personal / carer's leave claims that the Employee makes.

The Company may otherwise require the Employee to provide such evidence as would satisfy a reasonable person that the leave is being taken for a reason provided in this clause.

If the Employee fails to produce the relevant documentation in accordance with this clause, then the leave will be unpaid leave.

22.8.3. Attendance at hospital through work related injury/accident:

An employee suffering injury through an accident arising out of work in the course of the employment (not being an injury in respect of which the employee is entitled to workers compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse or attendance at hospital, shall not suffer any deduction from pay for the time (not exceeding four (4) hours) so occupied on the day of the accident and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

22.9. Parental Leave

22.9.1. Parental leave shall be in accordance with the Award and NES and the Siemens Energy Policy, whichever is the greater. The Siemens Energy Policy does not form part of this Agreement.

22.10. Family and Domestic Violence Leave

- 22.10.1. Family and domestic violence leave shall be in accordance with the Award and NES.
- 22.10.2. Family & Domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that seeks to coerce or control the person; and causes the person harm or to be fearful.
- 22.10.3. An employee (including a casual employee) who is experiencing family and domestic violence will have access to 10 days per year of paid Family & Domestic Violence Leave, paid at the full amount that would have been payable under the Agreement applying to the shift. The leave does not cumulate from year to year and is not paid out on termination of employment.
- 22.10.4. An employee may access family & domestic violence leave where they need to do something to deal with the impact of the family and domestic violence (e.g accessing police services, attending legal proceedings, counselling, and appoints with a medical, financial or legal practitioner, relocation, making safety arrangements and other activities associated with the experience of family and domestic violence.
- 22.10.5. An employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.
- 22.10.6. The Company will take reasonable steps to ensure all personal information about an employee experiencing family violence is kept confidential. All personal information about family violence will not form part of the employee records and will be kept confidential.
- 22.10.7. An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.
- 22.10.8. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of family violence.

22.11. Community Service Leave

- 22.11.1. Community service leave shall be in accordance with the Award and NES.
- 22.11.2. Where an employee on weekly employment is a current member of the CFA or the SES and is required for duty, the employee shall be granted the necessary time away from work without loss of pay. The employer may ask for confirmation of the volunteering role in writing from the employee.

23. INSURANCE COVER & INCOME PROTECTION (Refer to Attachment E)

- 23.1.** The Company shall pay full wages including normal penalties, loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.
- 23.2.** However, the Company will not have to comply with subclause 25.1 as long as the company provides and maintains Income Protection Insurance (sickness and accident) for all employees covered by this agreement. To obtain the benefits of this subclause such Income Protection Insurance must be obtained by the company through a provider agreed between the Parties.
- 23.3.** The Company will not be required to contribute greater than 2.6% in payroll (including tax) for such insurance during the life of this agreement.
- 23.4.** The company agrees to affect such insurance with that provider within 7 days of signing this agreement. Also, the Company agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the Insurance on the claim and agree to continue to pay the claim.
- 23.5.** In accordance with clause 25.2 and Attachment E, Income Protection for Leisure Time Accident and Leisure Time Illness for both Permanent and Casual employees will continue.
- 23.6.** Annual Leave will accrue on periods of absence on Income Protection
- 23.7.** In accordance with Attachment E of this Agreement, employees on Income Protection will continue to receive Superannuation, Redundancy Fund and Coinvest (LSL) contributions.
- 23.8.** The Company will provide assistance to all employees to complete the necessary claim forms and will be required to sign the Declaration on the Claim Form as set out in Attachment E of this Agreement.
- 23.9.** In accordance with clause 25.2 of this Agreement, the CFMEU/AMWU (where applicable) agree that their respective members shall complete the required Claim Forms, in order for the period of sickness or absence beyond the first 14 days to be continued to be paid.
- 23.10.** If an insurance claim is rejected by the Insurance Provider subject to any accumulated entitlement under s. 96 of the Fair Work Act 2009 in excess of 12 months, the employee may not be entitled to any sick leave pertaining to a particular illness or injury, beyond twelve (12) consecutive months or twelve months cumulative in any period of twenty four (24) months, if the employee's application for Income Protection Insurance has been declined by the Insurer. Medical treatment must be sought from a registered medical practitioner during these periods of absence.

24. MEAL AND CRIB BREAKS

24.1. Meal Breaks

- 24.1.1.** Meal Breaks shall be for a period of thirty (30) minutes nominally commencing at 12.30pm. The time during which a meal is taken may be varied to meet

special work conditions and to meet work program requirements. The meal break will be unpaid for day workers but paid for shift workers.

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

24.1.3. The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of the work program.

24.1.4. Meals will be taken in Crib facilities of an agreed standard provided on the site.

24.1.5. A Peggy Service may be provided for meal and crib breaks.

24.2. Crib Breaks

24.2.1. Crib breaks will be for a period of fifteen (15) minutes nominally (inclusive of washing time) to be taken at 9.45am to 10.00am but may be altered by agreement to meet the requirements of the works program. The crib break is paid.

24.2.2. Crib breaks will be taken at the work site or if convenient in crib sheds immediately adjacent to the workplace.

24.3. Facilities

24.3.1. Clean Up and Shower Facilities will be provided for employees at the Muster Area(s) should they wish to avail themselves of these. Lockers, drinking and boiling water, appropriate protective clothing, and rest room facilities shall be provided for employees.

25. REDUNDANCY

25.1. From the first pay period commencing on or after the date of lodgement an amount per week (or pro rata for part weeks) shall be paid on behalf of each employee to the redundancy fund.

25.2. The amount paid into the appropriate fund (nominally Incolink or Protect) will be in accordance with the table below. It is agreed that these payments shall continue to be paid, during periods of paid leave.

Date Payable From	Station Allowance
1/04/2024	\$ 160.00

25.3. The Company shall upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement of service specifying the period of his or her employment and the classification of or the type of work performed by the employee.

25.4. The Company will make Redundancy payments for all ordinary time earnings including any applicable allowances and on paid leave including annual leave, sick leave, long

service leave, public holidays, jury service bereavement leave or other paid leave. Contributions will be made for employees absent on work related injury or illness if they are receiving workers compensation payments, up to the limit of 104 weeks.

- 25.5.** In the event that the redundancy payment under this clause results in the employee being paid an amount that is less than they would have been entitled had they been paid a redundancy payment under the NES, then the Company will make payment of the difference between the entitlement under this clause and the NES. The amount paid to an employee shall not be less than the entitlement that would have arisen under the NES.

26. SUPERANNUATION

- 26.1.** Superannuation shall as a minimum be in accordance with the Award and the NES.
- 26.2.** The company shall contribute the following percentages to an employee's Ordinary Time Earnings (table 1), or the minimum amount of superannuation contribution (table2), (whichever is the greater), to an approved superannuation fund for each employee.

Ordinary Time Earnings (table 1)

Date	Percentage
From 1 July 2023	11.00%
From 1 July 2024	11.50%

Minimum Amount of Superannuation Contribution (table 2)

Date	Per Week
From 1 st July 2023	\$138.16 per week
From 1 st July 2024	\$141.96 per week

- 26.3.** The Company will recognize any other legislative increases to the Superannuation Guarantee (Administration) Act 1992 (Cth), should any such legislative changes be greater than those % increases as detailed above.
- 26.4.** Ordinary Time Earnings are defined as follows:
- The Full wage specified in this agreement (pre salary sacrifice arrangements)
 - Any applicable Allowances paid during ordinary hours.
 - Paid leave including annual leave, sick leave, public holidays, jury service, bereavement leave or other paid leave.
 - Contributions will be made to employees absent on work-related injury or illness if they are receiving workers compensation payments, up to the limit of 104 weeks.
 - Any other components as defined in the Superannuation Guarantee Legislation.
- 26.5.** Contributions to an approved Superannuation fund by the employer will be effective and complete compliance with any of its obligations relating to superannuation

contained in this Agreement. Approved nominated funds are those as agreed between the parties. Where no Superannuation fund is nominated, then C-bus shall be the default fund.

26.6. Casual employees, engaged only for weekend work, will receive the minimum contribution payment as per Clause 28.1.

26.7. The Company will make deductions from the wages of employees, who so authorise such deductions, for voluntary contribution to the fund with the consent of the Trustee in accordance with the Trust Deed. Employees may "salary sacrifice" wages into the relevant superannuation scheme. This shall be in accordance with the relevant superannuation scheme's Trust Deed and the Company's Company policy.

26.8. Superannuation Contributions & Unpaid Leave

26.8.1. Unpaid leave is not defined under the legislation as Ordinary Time Earnings and therefore is not treated as earnings for the purposes of determining Superannuation Contributions.

26.9. Superannuation Contributions & Long Service Leave

26.9.1. During periods of approved LSL, provided by Leave Plus LSL Legislation, superannuation contributions will be made based upon the % rate, of that detailed in **Clause 28.1** above, of the ordinary earnings per week (36 ordinary hours) as reported to Leave Plus and the requisite redundancy contributions will be made to the relevant fund in accordance with the respective Trust Deed.

27. SKILLS AND TRAINING

27.1. The Company will facilitate quality training and development of its employees.

27.2. Flexibility of the Workforce is essential to the success of the Company's and our client's enterprise and employees will be given training to ensure they can apply the skills necessary to meet work requirements.

27.3. Where an employee undertakes training required by the company it shall be at the company's expense and as far as practicable in the employee's usual working time and

the employee will not lose pay for attendance or travel costs associated with such training.

27.4. Where an employee seeks to undertake further training and development that is consistent with the needs of the company, the company will provide assistance to the employee in terms that the company approves, for this to occur.

27.5. Employees will be expected to undertake any tasks for which they have the necessary skills. All employees are required to carry out all incidental and peripheral work to their core skills.

28. WORK RELATED LICENCES

28.1. Where an employee (or casual employee who is employed for greater than 6 months over any 12-month period) is required to renew or undergo specific training for a work/site related license such as:

- Electrical License.
- High Risk Licenses.
- Skills matrix specified licenses.

The Employer will reimburse all work-related license renewal costs.

28.2. Undergoing specific training for a work/site related licenses shall be at the Employer's expense and as far as practical in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training.

28.3. High Risk licenses are required to show photo identification as per legislative requirements.

29. FIRST AID TRAINING

29.1. All permanent employees will be provided with Basic First Aid/CPR education and training.

30. DISPUTE RESOLUTION

30.1. Matters arising from this agreement which may be resolved using the procedure in this clause are all matters which pertain to the relationship between the employer and the employees whose employment is covered by this agreement, and all matters which pertain to the relationship between the employer and union(s) covered by this agreement.

30.2. For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, and the National Employment Standards detailed in the Act.

30.3. Where an individual employee, or group of employees, is in dispute with the employer, they have the right to consult with and be represented by their union delegate, shop

steward or a union official, or such other representative as is requested by each employee, at any stage of a dispute under this procedure in this clause.

- 30.4.** As soon as it is apparent that a matter is in dispute the employer must advise the employee or employees affected of all of their rights to representation under this clause. An employee may elect to take up that right at any time.
- 30.5.** Employees involved in the dispute will be given paid time off work to meet with their union representatives or employee representatives about the dispute resolution process and to participate in the process. Union delegates who are representing employees in disputes will also be given paid time off work to meet with the employees they are representing about the dispute resolution process and to participate in process.
- 30.6.** Union representatives or employee representatives will be allowed to enter the workplace (excluding any residential premises) to assist with representing an employee(s) under this clause provided that:
- 30.6.1. prior to seeking entry:
 - 30.6.1.1. a dispute has been submitted to the employer in accordance with this clause, notifying the employer of the nature of the dispute (as far as practicable) and which employees are affected (as far as practicable); and
 - 30.6.1.2. a person involved in the dispute has sought the assistance of the representative; and
 - 30.6.1.3. the parties have discussed mutually convenient arrangements for the entry to the workplace.
 - 30.6.1.4. the entry must not be used for any other purpose; and
 - 30.6.1.5. the pre dispute status quo shall prevail while the matter is being dealt with in accordance with the dispute's procedure.
- 30.7.** The parties to the dispute will attempt to resolve the dispute at the workplace level.
- 30.8.** If a dispute in relation to any matter arising is unable to be resolved at the workplace level any party may refer the dispute to the Fair Work Commission ("FWC") for resolution by mediation and/or conciliation.
- 30.9.** Where the matter in dispute remains unresolved, the matter will be resolved by arbitration before the FWC upon the request of any party. If arbitration is necessary

FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

30.10. The parties to a dispute under this clause may agree to skip any steps in the above procedure and move straight to arbitration.

30.11. Without limiting anything in this clause, where the dispute concerns a decision made by the employer, the Fair Work Commission may conduct a merits review and stand in the shoes of the employer and make a fresh decision to resolve the dispute.

30.12. It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally (pre dispute status quo) unless an employee has a reasonable concern about an imminent risk to his or her health or safety. Further the status quo prior to the dispute will remain in place whilst the dispute is being settled.

30.13. No party to a dispute may make an application to FWC for costs. Employees required to attend FWC will be paid for all expenses and wages during this process.

31. COPY OF AGREEMENT

31.1. A copy of this Agreement shall be available on Site and shall be accessible to all employees.

32. BLANK CLAUSE

33. CONSULTATION

33.1. This term applies if the employer:

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

Major change

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

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 35.3 to 35.9 apply.

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

33.4. If:

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

33.5. As soon as practicable after making its decision, the employer must:

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

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

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

33.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 34.2 (a) and subclauses 34.3 and 34.5 are taken not to apply.

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

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

33.10. For a change referred to in paragraph 34.1 (b):

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

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

33.12. If:

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

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

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

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

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

33.16. In this term:

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

34. EMPLOYEE REPRESENTATIVES

Any entitlements provided for in clauses 36.1 and 36.2 that are more favourable than entitlements provided for in clause 36.3 shall take precedence.

34.1. Time during working hours

34.1.1. Employee Representatives and OHS Representatives shall be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the employee representative rights set out below.

34.1.2. Employee Representatives and Occupational Health and Safety Representatives Meetings

34.1.3. The Employer will release from work without loss of pay each accredited Employee Representatives to attend monthly meetings conducted by the Union to consult on industry related matters. Other meetings agreed by the Employer and the Union will also be covered by this clause.

34.1.4. It is understood that the agreed Employee Representatives may attend such meetings or as otherwise agreed between the Employer and the Union.

34.2. Election of Employee Representatives and OHS Representatives

34.2.1. Employee Representatives:

34.2.1.1. All persons covered by this Agreement recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Employee Representatives. The Employer must not interfere in the selection of Employee Representatives.

34.2.2. Employee Representatives and OHS Representatives

34.2.2.1. All persons covered by this Agreement recognise the important role of Employee Representatives and OHS Representatives. The Employee Representatives and OHS Representatives have a key role in the early intervention in industrial disputes and health and safety issues under this Agreement.

34.2.3. Employee Representatives' Rights

34.2.3.1. The Employer will recognise the following rights of Employee Representatives:

- The right to be treated fairly and to perform their role without any discrimination in their employment.
- The right to formal recognition by the Employer that the endorsed Employee Representative will speak on behalf of Union members in the workplace.
- The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities on major projects (and elsewhere where practicable) for the purpose of carrying out their role.
- The right to place information related to permitted matters on a notice board in a prominent location in the workplace.
- The right to pay time to attend industrial tribunals and/or courts where they have been requested to do so by an employee (which may include themselves) whom they represent in a particular dispute in their workplace. The right to paid time to assist and represent employees who

have requested them to represent them in respect of disputes arising in their workplace.

- The right to address all new employees about the benefits of Union membership at the time they enter employment and/or prior to employees commencing work at a site.
- The right to represent the interests of members in their workplace to the Union, Employer and industrial tribunals/courts.
- The right to reasonable time during normal working hours to consult with employees, Union members and officials.
- The right to reasonable time to participate in the operation of the Union during normal working hours.

34.2.4. Training for Occupational Health and Safety Representatives

34.2.4.1. Occupational Health and Safety Representatives will be afforded a minimum of five days training per annum at accredited WorkCover training programs, or other appropriate seminars. Occupational Health and Safety Representatives will be paid their normal rate, including all allowances, while attending these courses.

34.2.4.2. Sufficient notice (at least a week or less by agreement) of the time and nature of the training/seminar shall be given to the Employer to enable the agreement for employees to attend these courses or seminars.

34.2.5. Training for Employee Representatives

34.2.5.1. Employee Representatives will be eligible for a maximum of five days training per annum at a training program or seminars chosen by the Employee Representative for the purpose of assisting them effectively to undertake their respective roles.

34.2.5.2. Sufficient notice (at least a week or less by agreement) of the time and nature of the training/seminar shall be given to the Employer to enable the agreement for employees to attend these courses or seminars.

34.2.5.3. Employee Representatives will be paid their normal rate including all applicable allowances while attending approved courses. Additional training can be undertaken by agreement.

34.3. Workplace Delegates' Rights

This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

NOTE: Under section 350C(4) of the FW Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with this clause.

34.3.1. In **this** clause:

34.3.1.1. **employer** means the employer of the workplace delegate;

34.3.1.2. **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

34.3.1.3. **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

34.3.2. Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

34.3.3. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

34.3.4. Right of representation

34.3.4.1. A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

34.3.4.1.1. consultation about major workplace change;

34.3.4.1.2. consultation about changes to rosters or hours of work;

34.3.4.1.3. resolution of disputes;

34.3.4.1.4. disciplinary processes;

34.3.4.1.5. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and

34.3.4.1.6. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

34.3.5. Entitlement to reasonable communication

34.3.5.1. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 36.3.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.

34.3.5.2. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

34.3.6. Entitlement to reasonable access to the workplace and workplace facilities

34.3.6.1. The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- 34.3.6.1.1. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- 34.3.6.1.2. a physical or electronic noticeboard;
- 34.3.6.1.3. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- 34.3.6.1.4. a lockable filing cabinet or other secure document storage area; and
- 34.3.6.1.5. office facilities and equipment including printers, scanners and photocopiers.

34.3.6.2. The employer is not required to provide access to or use of a workplace facility under clause 36.3.6 if:

- 34.3.6.2.1. the workplace does not have the facility;
- 34.3.6.2.2. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- 34.3.6.2.3. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

34.3.7. Entitlement to reasonable access to training

34.3.7.1. Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- 34.3.7.1.1. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- 34.3.7.1.2. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - 34.3.7.1.2.1. full-time or part-time employees; or
 - 34.3.7.1.2.2. regular casual employees.

- 34.3.7.2. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - 34.3.7.3. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - 34.3.7.4. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
 - 34.3.7.5. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - 34.3.7.6. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.
- 34.3.8. Exercise of entitlements under this clause
- 34.3.8.1. A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - 34.3.8.1.1. comply with their duties and obligations as an employee;
 - 34.3.8.1.2. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - 34.3.8.1.3. not hinder, obstruct or prevent the normal performance of work; and
 - 34.3.8.1.4. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 34.3.9. This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 34.3.10. This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the FW Act, the employer must not:

- ~~a) unreasonably fail or refuse to deal with a workplace delegate; or~~
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

- c) *unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.*

35. ENGAGEMENT OF CONTRACTORS

- 35.1.** Where the Employer makes a definite decision that it intends to engage contractors or labour hire companies to perform work covered by this Agreement, (which would ordinarily be undertaken by the employees), the Employer shall consult with the employees and their representatives, in accordance with this clause.
- 35.2.** In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work by the contractors / labour hire employees. If for any reason this does not occur, or if the Employer has less than 14 days' notice of the need to commence the work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the contractors / labour hire employees commence work.
- 35.2.1. For the purpose of the consultation, the Employer must inform the employees and their representatives of:
- 35.2.2. the name of the proposed contractor(s) / labour hire company.
- 35.2.3. the type of work proposed to be given to the contractor(s) / labour hire company.
- 35.2.4. the number of persons and qualifications of the person's the proposed contractor(s) / labour hire company may engage to perform the work; and
- 35.2.5. the likely duration.
- 35.3.** The Employer will consult with the employees and their representatives over the following issues:
- 35.3.1. safety; and
- 35.3.2. inductions and facilities for contractors and labour hire employees.
- 35.4.** The Employer shall only engage contractors and employees of contractors, to do work that would be covered by this Agreement if it was performed by the Employees, who apply wages and conditions that are no less favourable than that provided for in this Agreement.
- 35.5.** This clause does not apply in respect of specialist contractors engaged by the Employer where the provisions of sub clause above are met. However, this exclusion will not be effective if the specialist contractor further sub-contracts any portions of the works for which it has been contracted by the Employer, unless otherwise agreed by the Employer and the Union.
- 35.6.** In the event of a dispute about whether consultation has occurred under this clause, the employee or the Union may refer the matter to the Disputes procedure.
- 35.7.** No employee shall be made redundant whilst labour hire employees, contractors and/or employees of contractors, engaged by the Employer, are performing work that is

or has been performed by the Employees on the particular site or project. This clause does not apply in respect of specialist contractors.

36. INCLEMENT WEATHER

36.1. Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature for the locality concerned, or the like, or any combination thereof, by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to such weather conditions.

36.2. The parties to the Agreement will work towards the minimisation of lost time due to inclement weather. Further to this, the parties undertake to adopt the following principles with to inclement weather and the idle time inclement weather creates.

36.3. All parties will adopt a reasonable approach as to what constitutes inclement weather.

36.4. The Manager in conjunction with the workgroup and the Health and Safety Representative will assess the weather conditions and when agreed, transfer to other work activities, safety training, presentations, etc.

36.5. The Company Thermal Policy

36.5.1. The Company is committed to providing and maintaining, so far as is reasonably practicable, a working environment that is safe and without risks to health. As such, the Company Station Thermal Policy will apply in the Station. The Company Station Thermal Policy does not form part of this Agreement.

36.6. Emergency/Essential Work in Inclement Weather Situations

36.6.1. Where employees are required for emergency/essential work they will be provided with the appropriate protective clothing as required and paid at the appropriate penalty rate of double time for the time worked in such conditions.

36.6.2. Employees required to work in such situations will be provided with a change of clothes or will be able to go home to change and return to work in consultation with the Contract Manager.

37. FATIGUE

37.1. The client Site Fatigue Policy (as at the time of Agreement) shall apply; however, it is noted than in normal circumstances a maximum of 14 hours worked in any 24-hour period should apply. The Site Fatigue Policy does not form part of this Agreement.

The following principles of the Site Fatigue Policy in relation to managing Fatigue are to apply.

DAY WORK

- Day work shall not exceed 14 hours in any one day
- Day work shall not exceed 10 days
- Day work start times shall be rostered to start on or after 6:00am and finish on or before 6:00pm

SHIFT WORK

- Shift rosters should not exceed 12 hours in any one shift leg or 72 hours in any 7-day period
- Shift rosters shall not exceed 6 days.
- Shift rosters may rotate from day shift to night shift after 6 shifts (or variation by agreement)
- Shift starting times shall not be rostered to start after midnight or before 6:00am
- The 12 hours does not include hand over time to other employees

VARIATIONS BY AGREEMENT

- Roster patterns may be varied by agreement between the parties, in which case the notice provisions provided for in this Enterprise Agreement Shift Roster provisions will not apply to employees engaged on the shift roster.

38. QUALITY ASSURANCE

- 38.1.** In order to increase efficiency and productivity, Quality Assurance is seen as an area where the workforce can be given greater appreciation of client requirements. It will give greater appreciation of necessary standards for isolated tasks and confirm the purpose for what was otherwise seen as unnecessary requirements.
- 38.2.** Education in this area will be expanded where necessary. Specific training exercises will be implemented.
- 38.3.** Employees will be familiarised with the content of check lists, Job Cards, Inspection and Test Plans, Identification Tags and non-conformance reports.
- 38.4.** All classifications will be made responsible for inspecting their own work and introducing self-assurance of quality control and sign off their own work accordingly.

39. BUSINESS IMPROVEMENT

- 39.1.** All parties covered by this agreement are committed to the continued success of the Company and Client business operations and will work on continuous improvement and efficiency initiatives that will support this objective.

40. TOOLS

- 40.1.** All trades employees will be required to provide all their own personal hand tools at commencement of their employment with the Company.
- 40.2.** The tool allowance in the all-purpose rate is intended to cover fair wear and tear.

- 40.3. All employees will from time to time, take out loan tools for the purposes of the work requirements. Each employee will be made responsible for the loan tools safe keeping and its return in clean and good working condition.

41. COMPANY CLOTHING & SAFETY ISSUE

- 41.1. The Company shall issue the following selection of Clothing and Safety Apparel to its employees, or suitable equivalent as agreed on site to the same value.

Permanent Employee

Type	Quantity
Cotton Drill Pants/Jeans	2 pairs
Cotton Drill Shirts	3 total (long sleeve polo. Or)
Insulated Junior Bluey	1 or equivalent Husky were permitted.
Hard Hat	1
Safety Shoes/Boots	1 pair up to value of \$150.00
Combination Overalls	2 pair
Explorer socks or Equiv	5 per year
Thermal Underclothing	As required and deemed appropriate.
Safety Spectacle Kit	As required and deemed appropriate.

- 41.2. All reasonable costs associated with the use of prescription glasses as safety glasses, or the repair / replacement if damaged while being used at work, will be paid by the company to a Maximum amount of:
- \$344.00 – for standard prescriptive safety glass lenses and frames and inclusive of side shields, which meet the appropriate Australian Standards for safety glasses.
 - \$458.00 – for progressive or transitional focus lenses (not tint transitional) which meet the Australian Standard as above.
 - Costs of consultation will be paid after the application of any medical fund benefit.

- 41.3. Casual Employees will be issued with the following Clothing and Safety Apparel, as required: -

Type	Quantity	Colour
Combination Overall	1 pair store issued.	
Safety Spectacles	1 pair	
Hard Hat	1 store issued	White
Safety Shoes or Boots	pair case by case basis (up to value of \$150.00)	Brown/Black
Hearing Protection	As required.	
Husky/Bluey	1 store issued.	

Note: Casual employees covered by this Agreement, who have worked in excess of a cumulative 4 weeks, will be issued with the following protective apparel; 1 pair of cotton drill pants (max of 2 per year) and 1 cotton drill or polo shirt (max of 3 per year)

- 41.4. Personal issue of Safety Apparel shall be the responsibility of each employee to maintain and clean.
- 41.5. Where employees are engaged in work activities that may contaminate their overalls, i.e. such as oil filling, greasing, etc., they may choose to use the 'Overall Changeover Service'.
- 41.6. Replacement – Protective apparel will be replaced when damage has occurred or on a fair wear and tear basis.
- 41.7. Reasonable endeavours will be taken to buy goods manufactured in Australia.
- 41.8. Any further changes to the Company Clothing & Safety Issue clause to be negotiated through the Consultative Committee.
- 41.9. All PPE costs to be increased in line with CPI increases each year of the agreement - 01/07/2022, 01/07/2023 and 01/07/2024 respectively.

42. NO EXTRA CLAIMS

- 42.1. It is a term of this Agreement that the Parties bound by this Agreement will not pursue any extra claims for the life of this Agreement.

43. SALARY SACRIFICE

- 43.1. The parties have reached "in principle" agreement to make salary sacrifice arrangements available for employees covered by this agreement. Once salary sacrifice arrangements become available, an employee may request in writing and enter into a salary sacrifice arrangement with the Company whereby their "take home" pays will be reduced by an amount in accordance with the salary sacrifice arrangement entered into.
- 43.2. The parties agree that salary sacrifice arrangements will be made available subject to the following:
 - 43.2.1. That appropriate administrative arrangements can be made.
 - 43.2.2. That any salary sacrifice arrangement entered into does not result in any additional costs or expenses being incurred by the Company.
 - 43.2.3. The Company and the Consultative Committee have considered and developed options for acceptable salary sacrifice arrangements for introduction during the life of this agreement. The parties note that such arrangements may include (but are not limited to):
 - 43.2.4. superannuation contributions by the employee in addition to the Company's legal obligations to make contributions under the Superannuation Guarantee (Administration) Act 1992.
 - 43.2.5. purchase of motor vehicles through novated lease or otherwise.
 - 43.2.6. Salary Sacrifice Additional Annual leave – as per the Siemens Energy Policy

43.2.7. Other matters approved by the Australian Taxation Office as appropriate for salary sacrifice from time to time that may be agreed between the Company and the Consultative Committee.

43.2.8. The parties agree that no warranty is made by the Company or the Consultative Committee or its members with respect to salary sacrifice arrangements entered into as a result of this provision.

Attachment A: Ordinary and Shift Working Times Guideline Document

Loy Yang Power Station 'Ordinary and Shift Working Times'

These guidance notes have been drafted to assist clarify working times, rest break and pay arrangements for working arrangements at Loy Yang Power Station.

Shift working arrangements may be varied by the parties in accordance with the consultative process.

Some routine maintenance work will also be carried out during outage periods.

By Pre-arrangement it may be agreed, for the duration of outages that RDO's shall be banked unless otherwise agreed by the individual and the manager. (Refer to Attachment C: Working of RDO Arrangements)

The outage works may be carried out on a straight roster – the day shift at the commencement of the outage will remain on day shift for the duration of outages and the night shift will remain on night shift for the duration of outages.

For all shifts, overtime is paid at double time and all breaks are paid. A shift loading of 30% applies to ordinary hours on the night shift and afternoon shift. No shift loading applies on day shift or day work. During the first 7 days an employee is rostered, 100% loading applies to ordinary hours but only to afternoon and night shifts worked during this period.

Day work, which interfaces with shift work on the same task or job, shall attract a paid lunch break and all overtime at double time for that day.

WORKING ARRANGEMENTS FOR SHORT TERM SHIFTWORK.

Once Planning is complete, rosters will be drawn up naming employees that will work night shift and employees that will work day shift. The tasks to be performed on these shifts will be planned and specified, to be distinguished from normal day work. Pay rates will be as per this document. If additional labor is required to work on the designated work, they will be considered to be on the shift.

Attachment B: Working Arrangements

The parties agree to draft ordinary and shift working arrangements to meet the specific operational requirements, indicating when the morning crib break (15 mins) and Meal break (30 mins) will take place and if applicable, the third rest break.

Examples may include, but are not limited to:

MONDAY TO FRIDAY: 10 HOUR DAYS – Ordinary Day Work with Overtime.

Start time is 07.00 AM.

Finish time is 5.10 PM.

There are two breaks:

- ✓ Morning crib break (15 minutes) between 9.45 AM and 10.00 AM is paid.
- ✓ Meal break (30 minutes) between 12.30 PM and 1.00 PM is not paid, as it is not inclusive of ordinary hours.
- ✓ The third rest break (20 minutes) is paid but not taken as 5.10 PM finish.
- ✓ Note: the third rest break may be taken and a finish time of 5.30pm will apply

Pay is 7.2 hours ordinary time, 0.8 hours RDO accrual and 2 hours at double time.

SATURDAY:

Start time is 7.00 AM.

Finish time is 5.00 PM.

There are two paid breaks as follows: -

- ✓ Morning rest break (20 minutes) between 9.40 AM and 10.00 AM
- ✓ Rest break (Meal – 20 minutes) between 12.40 PM and 1.00 PM

Pay is 10 hours at double time.

SUNDAY (if worked):

Start time is 7.00am

Finish time is 5.00pm

There are two paid breaks as follows: -

- ✓ Morning rest break (20 minutes) between 9.40 AM and 10.00
- ✓ Rest break (Meal – 20 minutes) between 12.40 PM and 1.00 PM

Pay is 10 hours double time.

Working Arrangements (12 Hour Days)

DAY Work – 12 hours (MONDAY TO FRIDAY): 12 HOUR DAYS – Ordinary Day Work With Overtime

Normal start time is 7.00 AM
Normal finish time is 7.30 PM

There are two paid breaks as follows: -

- ✓ Crib break (15 minutes) between 10.00 AM and 10.15 AM.- Paid
- ✓ Meal break (30 minutes) between 1.00 PM and 1.30 PM. – Unpaid
- ✓ Rest Break (20 minutes) between 4.00 PM and 4.20 PM. – Paid

Pay is 7.2 hours ordinary time, 0.8 hours RDO accrual and 4 hours at double time.

DAY SHIFT – 10 HOURS (MONDAY TO FRIDAY): 10 hr(Day) /10hr (Night) – ROSTERED SHIFT

Normal start time is 7.00 AM.
Normal finish time is 4.40 PM.

There are three paid breaks as follows: -

- ✓ Crib break (15 minutes) between 10.00 AM and 10.15 AM.
- ✓ Meal break (30 minutes) between 1.00 PM and 1.30 PM.
- ✓ The third rest break (20 minutes) is paid but not taken as 4.40 PM finish.

Pay is 7.2 hours ordinary time, 0.8 hours RDO accrual and 2 hours double time.

NIGHT SHIFT – 10 HOURS (MONDAY TO FRIDAY):

Normal start time is 5.00 PM
Normal finish time is 3.00 AM.

There are three paid breaks as follows:

- ✓ Crib break (15 minutes) between 8.00 PM and 8.15 PM.
- ✓ Meal break (30 minutes) between 10:30 PM and 11.00 PM.
- ✓ Meal break (20 minutes) between 1:00 AM and 1:20 AM

Pay is 7.2 hours ordinary time plus 100% shift loading, 0.8 hours RDO accrual and 2 hours double time for the first 7 days.

Pay is 7.2 hours ordinary time plus 30% shift loading, 0.8 hours RDO accrual and 2 hours double time for all subsequent days.

DAY WORK (SATURDAY AND SUNDAY)

Start time is 7.00 AM
Finish time is 5.00 PM

There are two paid rest breaks as follows: -

- ✓ Morning rest break (20 minutes) between 10.00 AM and 10.20 AM.
- ✓ Rest break (20 minutes) between 1.00 PM and 1.20 PM.

Pay is 10 hours double time.

NIGHT SHIFT (SATURDAY AND SUNDAY)

Start time is 5.00 PM

Finish time is 3.00 AM

There are two paid rest breaks as follows: -

- ✓ Rest break (20 minutes) between 8.00 PM and 8.20 PM.
- ✓ Rest break (20 minutes) between 11.00 PM and 11.20 PM.

Pay is 10 hours double time.

WORKING ARRANGEMENTS: 12 HOUR ROSTERED SHIFT

DAY Shift – 12 hours (MONDAY TO FRIDAY):

Normal start time is 7.00 AM
Normal finish time is 7.00 PM

There are three paid breaks as follows: -

- ✓ Crib break (15 minutes) between 10.00 AM and 10.15 AM.
- ✓ Meal break (30 minutes) between 1.00 PM and 1.30 PM.
- ✓ Rest Break (20 minutes) between 4.00 PM and 4.20 PM.

Pay is 7.2 hours ordinary time, 0.8 hours RDO accrual and 4 hours double time.

NIGHT Shift – 12 hours (MONDAY TO FRIDAY)

Normal start time is 7.00 PM
Normal finish time is 7.00 AM

There are three paid breaks as follows: -

- ✓ Crib break (15 minutes) between 10.00 PM and 10.15 PM.
- ✓ Meal break (30 minutes) between 1.00 AM and 1.30 AM.
- ✓ Rest Break (20 minutes) between 4.00 AM and 4.20 AM.

Pay is 7.2 hours ordinary time plus 100% loading, 0.8 hours RDO accrual and 4 hours double for the first 7 days.

Pay is 7.2 hours ordinary time plus 30% loading, 0.8 hours RDO accrual and 4 hours double time for all subsequent days.

DAY Shift – 12 hours (SATURDAY AND SUNDAY)

Start time is 7.00 AM
Finish time is 7.00 PM

There are three paid rest breaks as follows: -

- ✓ Rest break (20 minutes) between 10.00 AM and 10.20 AM.
- ✓ Rest break (20 minutes) between 1.00 PM and 1.20 PM.
- ✓ Rest Break (20 minutes) between 4.00 PM and 4.20 PM.

Pay is 12 hours at double time.

NIGHT Shift – 12 hours (SATURDAY AND SUNDAY)

Start time is 7.00 PM
Finish time is 7.00 AM

There are three paid rest breaks as follows: -

- ✓ Rest break (20 minutes) between 10.00 PM and 10.20 PM.
- ✓ Rest break (20 minutes) between 1.00 PM and 1.20 PM.
- ✓ Rest Break (20 minutes) between 4.00 AM and 4.20 AM.

Pay is 12 hours at double time.

Attachment C: Working of RDO Arrangements

Employer Initiated – Requirement to work RDO.

In the event of **breakdowns and planned outages** where employees are requested to work on their scheduled RDO, and by agreement with the employee to work the scheduled RDO, the RDO will be banked, and all hours worked on this day shall be paid at overtime penalty rates and superannuation will apply up to the first 7.2 ordinary hours.

Whilst the Company supports the approach that employees take their RDO's, there may be cases of exceptional circumstances where it is required to work partial hours on an RDO between the hours of 00.00 hours and 24.00 hours. Such instances will be only applicable after approval from the Siemens Energy Contract Manager has been received.

Treatment of such hours is the RDO is banked, and the hours worked or minimum call out (refer to Clause 20.2) are paid.

Leisure Time

Employees, other than casual employees, have the ability to accrue additional leisure days via the provision of the DIL clause which pertains to all overtime. This provision includes worked RDOs.

Employee Request to Move Scheduled RDO

Any singular movement of an RDO on request of an individual employee (voluntary) to satisfy personal needs and if approved by their Work Group Leader may occur provided there is minimal impact to the requirements of the work program. The voluntary working of scheduled RDO shall be at ordinary rates of pay and the day then banked. Employees in consultation with their Work Group Leader will clear the banked RDO as per mutually agreed.

Banked RDO's

Employees in consultation with their Work Group Leader will clear banked RDOs within a reasonable period.

Exceptions

Where employees request to carry RDOs into the following 12 months wage period, this must be approved by the Siemens Energy Contract Manager and a leave form filled out for when the leave is intended to be taken.

Rosters

RDO Rosters shall be prepared for the site, indicating A & B rostering and shall be posted prior to the commencement of each calendar year. Rosters shall be prepared in consultation with the Joint Consultative Committee. It is acknowledged that rosters may need to be changed or amended from time to time for specific events such as outage works or shifts etc. It is desired and intended that these rosters be maintained and adhered to for all normal routine maintenance activities.

Shiftwork

RDOs shall also be banked whereby a night shift has concluded on an RDO and hence it is required that the individuals 10 hr break would fall on this RDO. In this case the day shall be deemed a normal working day and the RDO shall be banked.

Sick Leave on RDO

Sick leave can be claimed on a Rostered day off if a medical certificate is provided.

RDO Payout Upon Termination

Upon termination all RDO banked hours shall be paid at double time.

Attachment D – TIME OFF IN LIEU OF OVERTIME (DIL)

DIL are offered to employees to offset periods of concentrated overtime whereby leisure time may be accrued and deferred in lieu and is only for time actually worked not the penalty hrs attributed to overtime.

Days in lieu may be accrued for any worked overtime of 2-hour, 4 hour or 8-hour blocks. The penalty component of work hours may not be banked.

DIL cannot be accrued for normal hours of temporary shift work.

The number of banked DIL shall be uncapped.

DIL can only be taken at a time agreed to by the employer. (IE. Not during shutdowns), and in blocks of 2 hours, 4hours, or 8 hours.

On each full Saturday or Sunday worked, 8 hours may be accrued, and the remaining hours will be paid at the appropriate rate. For weekdays where 4 hours overtime is worked, 4 hours may be banked.

Example :-

Worked on a Saturday for 8 Hours

Option1: Payment in full for hours worked: - 8hrs @ 2T	= 16
Total Hours to be Paid	= 16

Option 2: Accruing Days in Lieu Hours: - 8hrs DIL Accrued	= 8
8hrs@ single time	= 8
Total Hours to be Paid	= 8

(Note: expressed on pay slips as 4hrs@2T)

Worked on Sunday for 8 Hours

Option 1: Payment in full for hours worked: - 8hrs @ 2T	= 16
Total Hours to be Paid	=16

Option2: Accruing Days in Lieu Hours: - 8hrs DIL Accrued	= 8
8hrs @ single time	= 8
Total Hours to be Paid	= 8

(Note: Expressed on pay slips as 4hrs@ 2T)

Worked on a Weekday for 4 hours Overtime.

Option 1: Payment in full for hours worked:	
4hrs @ 2T	= 8
Total Hours to be Paid	= 8

Option 2: Accruing Days in Lieu Hours	
4 hrs DIL Accrued	= 4
4 hrs @ single time	= 4
Total Hours to be Paid	= 4

(Note: Expressed on pay slips as 2hrs@ 2T)

Travelling is paid on the Saturday or Sunday worked, not when the DIL is taken.

Procedure

1. All hours worked by employees are to be entered into the CMMS (including hours to be banked for DIL) against the appropriate work order on the day worked.
2. The Company's 'Days in Lieu form' must be filled out and signed by the employee and the Work Group Leader stating hours to be banked.
3. The form must be received by payroll before pays are processed (no later than 9.00am Monday mornings). Once the pay run has been processed it is not possible to bank hours.
4. Adjustments for banked DIL will be made through payroll.
5. Hours in lieu cannot exceed overtime hrs actually worked, and must be in blocks of 2, 4 or 8 hour lots.
6. No more than 8 hours can be accrued per day (i.e. 12hrs worked on Sunday = 24 hours, which will be treated as 8 hours accrued as DIL and 16 hours paid at the appropriate rates).

Taking DIL Hours

When an employee wishes to take a day in lieu, he must fill out and sign the DIL form. The Work Group Leader shall then authorize this leave form, if agreement has been reached as to timing of leave and crew work constraints.

Employees will be advised of the number of days in their bank as of 30th November each year.

The taking of Days in Lieu must be approved by the Work Group Leader.

DIL must be cleared in conjunction or prior to using normal annual leave. These days in lieu may be taken in ½ day (4 hour) or 1-day (8 hour) lots.

DIL banks will be paid out to employee in the last pay week in March prior to wage increases.

Attachment E – INCOME PROTECTION

CFMEU – IncoLink

Schedule 1 Casual Employees		Schedule 2 Permanent Employees	
Redundancy	To be paid by the Employer (as per normal)	Redundancy	To be paid by the Employer (as per normal)
Superannuation Contributions	To be paid by the Employer (as per normal)	Superannuation Contributions	To be paid by the Employer (as per normal)
Sick Leave	Sick leave is covered in the 25% casual loading	Sick Leave	Illness covered by limited sick leave – see “Sick/Personal Leave” at Clause 24.
Leisure Time Accidents	<ul style="list-style-type: none"> • Covered by Insurer • 14 days waiting period. • Payment is from day 15 for a maximum of 156 weeks (104 weeks aged 65-70) • PIAWE to a maximum of \$1,800 per week until Insurer terminates the claim or to a maximum of 156 weeks 	Leisure Time Accidents	<ul style="list-style-type: none"> • Covered by Insurer • 14 days waiting period. • Payment is from day 15 for a maximum of 156 weeks (104 weeks aged 65-70) • To a maximum of \$1,800 per week until Insurer terminates the claim or to a maximum of 156 weeks. • First 14 days covered by sick leave
Leisure Time Illness	<ul style="list-style-type: none"> • Covered by Insurer • 14 days waiting period. • Payment is from day 15 for a maximum of 156 weeks (104 weeks aged 65-70) • PIAWE to a maximum of \$1,800 per week until Insurer terminates the claim or to a maximum of 156 weeks (104 weeks aged 65-70) 	Leisure Time Illness	<ul style="list-style-type: none"> • Covered by Income Protection
Journey Cover	For non-TAC claims <ul style="list-style-type: none"> • Covered • To a maximum of \$1,800 per week as defined by Insurer 	Journey Cover	For non-TAC claims <ul style="list-style-type: none"> • Covered • To a maximum of \$1,800 per week as defined by Insurer • Will not be classified as sick leave by the company if a claim is accepted by Insurer.

Schedule 1 Casual Employees		Schedule 2 Permanent Employees	
Income Protection Trauma	<ul style="list-style-type: none"> Covered by Insurer 	Income Protection Trauma	<ul style="list-style-type: none"> Covered by Insurer Illness covered by limited sick leave-see "Sick/Personal Leave" at clause 24.
TAC Top Up, Journey Cover	<ul style="list-style-type: none"> Covered by Insurer TAC to a maximum of \$1,800 per week as defined by Insurer 	TAC Top Up, Journey Cover	<ul style="list-style-type: none"> Covered by Insurer TAC Top Up to a maximum of \$1,800 per week as defined by Insurer.
Workcover Top Up	<ul style="list-style-type: none"> Covered – Employer topping up 1st 52 weeks inclusive of PIAWE. To a maximum of \$1,800 per week after 52 weeks as defined by Insurer 	Workcover Top Up	<ul style="list-style-type: none"> Covered – Employer topping up 1st 52 weeks inclusive of weekly rates as per the rates table in this agreement. To a maximum of per week after 52 weeks as defined by Insurer
Trauma Benefit	Covered To a maximum of at \$400,000 with dependants, \$200,000 without dependants	Trauma Benefit	Covered To a maximum of at \$400,000 with dependants, \$200,000 without dependants

Notes:

With insurance claims, the relationship is between the claimant and the Insurer PIAWE (Pre-Injury Average Weekly Earnings) for casuals is calculated on their earnings for the 12-month period prior to the injury and includes the earnings from all employers that the employee has worked for in the 12-month period. As a minimum, the employee will receive payment equivalent to what they would have been paid if they had worked 36 hours.

AMWU – WageGuard Cover

Type	Schedule 1 Casual Employees	Schedule 2 Permanent Employees
Sick Leave	Sick leave is covered in the 25% casual loading (refer to clause 8.3 of the agreement)	<ul style="list-style-type: none"> - Unlimited Sick Leave - Sick leave includes weekly rates as per the rates table in this agreement + super + redundancy (RDO's excluded)
Injury Cover	<ul style="list-style-type: none"> - Covered by WageGuard - 14 days waiting period. - Payment is fortnightly in arrears and paid from day 15 for a maximum of 104 weeks. - 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks. - Cover is provided up to age 70 	<ul style="list-style-type: none"> - Covered by WageGuard - 14 days waiting period. - Payment is fortnightly in arrears and paid from day 15 for a maximum of 104 weeks. - 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks. - Cover is provided up to age 70
Sickness Cover	<ul style="list-style-type: none"> - Covered by WageGuard - 14 days waiting period. - Payment is fortnightly in arrears and paid from day 15 for a maximum of 104 weeks. - 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks. - Cover is provided up to age 70 with a 52-week benefit period if aged between 65 – 70. - Stress related or psychiatric conditions are not included 	<ul style="list-style-type: none"> - Covered by WageGuard - 14 days waiting period. - Payment is fortnightly in arrears and paid from day 15 for a maximum of 104 weeks. - 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks. - Cover is provided up to age 70 with a 52-week benefit period if aged between 65 - 70. - Stress related or psychiatric conditions are not included
Injury or sickness Cover As noted above re Sickness & Injury	<p>For non-TAC Claims:</p> <ul style="list-style-type: none"> - Covered by WageGuard - 14 days waiting period. - Payment is fortnightly in arrears and paid from day 15 for a maximum of 104 weeks. - 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks. - Stress related or psychiatric conditions are not included 	<p>For non-TAC Claims:</p> <ul style="list-style-type: none"> - Covered by WageGuard - 14 days waiting period. - Payment is fortnightly in arrears and paid from day 15 for a maximum of 104 weeks. - 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks. - Stress related or psychiatric conditions are not included
Income Protection Trauma	<i>Not Provided</i>	<i>Not provided</i>
TAC Top Up Benefit Offset	<ul style="list-style-type: none"> - Included in WageGuard IP - TAC Top up 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of 104 weeks or 	<ul style="list-style-type: none"> - Included in WageGuard IP - Included in WageGuard - TAC Top up 90% of gross PIAWE averaged over 52 weeks. Benefit period to a maximum of

	<p>earlier should TAC cease benefits.</p> <ul style="list-style-type: none"> - Stress related or psychiatric conditions are not included 	<p>104 weeks or earlier should TAC cease benefits.</p> <ul style="list-style-type: none"> - Stress related or psychiatric conditions are not included.
Type	Schedule 1 Casual Employees	Schedule 2 Permanent Employees
Work Cover Top Up	<ul style="list-style-type: none"> - Included in WageGuard IP - Company topping up 1st 52 weeks inclusive of PIAWE gross. - Top up to 100% of PIAWE per week after 52 weeks as defined by Wage Guard. - Stress related or psychiatric conditions are accepted if Work related 	<ul style="list-style-type: none"> - Included in WageGuard IP - Company topping up 1st 52 weeks inclusive of PIAWE gross. - Top up to 100% of PIAWE per week after 52 weeks as defined by Wage Guard. - Stress related or psychiatric conditions are accepted if Work related
Loss of life	Death Benefit of \$20,000	Death Benefit of \$20,000


Supplementary notes applicable to all tables above:

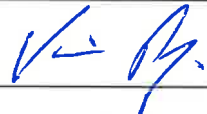
1. With insurance claims, the relationship is between the claimant and the Insurer.
2. PIAWE (Pre-Injury Average Weekly Earnings) for casual is calculated on their earnings for the 12 months prior to the injury or weeks of employment with the participating employer.
3. the Company will assist the employee in completing necessary paperwork, however, it is understood there will be occasions and matters where the Company will be unable to assist due to privacy legislation pertaining to dealings with the doctor and or insurance provider.

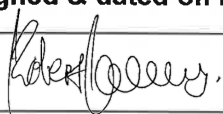
Supplementary notes applicable to all table above:

1. With insurance claims, the relationship is between the claimant and the Insurer.
2. PIAWE (Pre-Injury Average Weekly Earnings) for casual is calculated on their earnings for the 12 months prior to the injury and included the earnings from all employers that the employee has worked for in the 12 months period. As a minimum, the employee will receive payment equivalent to what they would have been paid if they had worked 36 hours.
3. The Company will assist the employee in completing necessary paperwork, however, it is understood there will be occasions and matters where the Company TWPS will be unable to assist due to privacy legislation pertaining to dealings with the doctor and or insurance provider.
4. The maximum of \$ 1600 per week as per the table above may increase by \$100 per week each year depending on the cover not exceeding 2.6% in payroll including tax.

SIGNATORIES

Signed & dated on behalf of Siemens Energy Pty Ltd.		
	Ian Anderson	2-08-2024
Signature	Print Full Name	Date
Signatories Address		
153 Campbell Street, Bowen Hills, Brisbane 4006		
Authority/Position of Signatories to Sign		
Siemens Energy Pty Ltd - Field Service Manager		

Signed & dated on behalf of the Australian Manufacturing Workers Union (AMWU)		
	Vince Pepi	8/8/2024
Signature	Print Full Name	Date
Signatories Address		
251 Queensberry street, carlton south, vic, 3053.		
Authority/Position of Signatories to Sign		
Industry Coordinator		

Signed & dated on behalf of the Construction Forestry Mining Energy Union (CFMEU)		
	Robert Graauwmans	09 August 2024
Signature	Print Full Name	Date
Signatories Address		
540 Elizabeth Street, Melbourne VIC 3000		
Authority/Position of Signatories to Sign		
President - Vic/Tas Branch		