



Ventia Utility Services Pty Ltd CFMEU and AMWU Yallourn Power Station & Open Cut Mine 2024

---

## TABLE OF CONTENTS

1	TITLE OF AGREEMENT .....	4
2	PARTIES BOUND .....	4
3	SCOPE AND APPLICATION.....	4
4	RELATIONSHIP TO PARENT AWARD AND NES .....	4
5	DURATION .....	5
6	CONTRACT OF EMPLOYMENT .....	5
7	APPRENTICES .....	7
8	NOTICE OF TERMINATION .....	9
9	INDUCTIONS.....	10
10	NORMAL WORKING HOURS AND RDO's .....	10
11	EMPLOYMENT CATEGORIES AND RATES OF PAY .....	11
12	RATES.....	11
13	PAYMENT OF EARNINGS.....	13
14	OVERTIME .....	14
15	SHIFT WORK.....	15
16	FARES & TRAVEL .....	17
17	OUTAGE ALLOWANCE.....	18
18	MEAL ALLOWANCE .....	19
19	CALL INS .....	19
20	LEAVE PROVISIONS/PUBLIC HOLIDAYS .....	20
21	MEAL AND CRIB BREAKS .....	28
22	LIVING AWAY FROM HOME ALLOWANCE .....	29
23	REDUNDANCY .....	29
24	SUPERANNUATION.....	30
25	SKILLS AND TRAINING.....	30
26	DISPUTE RESOLUTION.....	31
27	COPY OF AGREEMENT.....	32
28	INCLEMENT WEATHER.....	32
29	CONSULTATIVE COMMITTEE.....	32
30	QUALITY ASSURANCE .....	33
31	TOOLS.....	34
32	CLOTHING & SAFETY ISSUE .....	34
33	INCOME PROTECTION INSURANCE .....	35
34	NO EXTRA CLAIMS.....	36
35	NATIONAL EMPLOYMENT STANDARDS .....	36
36	DISCIPLINE PROCEDURE .....	36
37	FLEXIBILITY .....	37
38	CONSULTATION .....	38
39	EMPLOYEE REPRESENTATIVES .....	41
40	EMPLOYEE PRIVACY .....	42

SCHEDULE 1 - CLASSIFICATIONS..... 44  
ATTACHMENT A – SHIFT GUIDELINE NOTES..... 46  
ATTACHMENT B – WORKING OF ROSTERED DAY OFF (RDO)..... 53  
ATTACHMENT C – NON-SALARY BENEFITS..... 54  
ATTACHMENT D – MINE CONTINUOUS 12Hr DAY SHIFT WORKERS ..... 55  
ATTACHMENT E – EXAMPLES OF OVERTIME ARRANGEMENTS ..... 60  
SIGNATORIES ..... 63

## 1 TITLE OF AGREEMENT

This agreement shall be known as the *Ventia Utility Services Pty Ltd CFMEU and AMWU Yallourn Power Station & Open Cut Mine 2024*.

## 2 PARTIES BOUND

This Agreement shall be binding on

- Ventia Utility Services Pty Ltd (ABN 69 010 725 247) (**Ventia** or the **Employer**) engaged in work in the Infrastructure Services sector.
- Construction, Forestry, Mining & Energy Union (**CFMEU**) (C&G Division).
- Australian Manufacturing Workers Union (**AMWU**).
- Employees of the Employer covered by this Agreement pursuant to Clause 3 (**employees**).

## 3 SCOPE AND APPLICATION

This agreement shall apply to:

- Ventia activities at the Yallourn Power Station & Mine and/or the Jeeralang Power Station performed for or on behalf of Energy Australia (or any entity to which it subcontracts the performance of work); and
- Ventia employees engaged to work in the classifications shown in table at Clause 12 'Rates' and Schedule 1 of this Agreement.

This agreement does not apply to Ventia employees covered by the *Ventia Utility Services ETU Yallourn Power Station & Open Cut Mine 2024 Enterprise Agreement* or its successor instrument/s.

This Agreement does not apply to employees of the Employer who are engaged in clerical, managerial or other roles not specifically covered by the classifications contained in this Agreement.

The rates of pay and conditions of employment in this Agreement cannot be used as a basis for altering existing rates of pay or allowances on any other site not covered by this Agreement.

## 4 RELATIONSHIP TO PARENT AWARD AND NES

- 4.1 The terms of the Manufacturing and Associated Industries and Occupations Award 2020, 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. This Agreement operates to the exclusion of any other modern award that may apply to Ventia and the employees covered by this Agreement.
- 4.2 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.
- 4.3 Despite clause 4.1, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.

- 4.4 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 the 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.
- 4.5 Further, existing over-Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.
- 4.6 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) under the *Fair Work Act 2009* (Cth) (**Act**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit to employees, the NES will apply to the extent of the inconsistency. Similarly, where this Agreement provides a greater benefit to Employees, the Agreement shall prevail to the extent of the inconsistency.

## 5 DURATION

This Agreement commences seven (7) days after its approval by the Fair Work Commission and its nominal expiry date shall be 31 January 2027.

## 6 CONTRACT OF EMPLOYMENT

The size of the workforce and classification mix of the Employer will vary in accordance with the work program at hand at a given period and will consist of an appropriate mix of full time, part time, casual and fixed term employees.

### 6.1 Part Time

This clause recognises that some employees may prefer to work on a part-time basis to accommodate their family responsibilities or other particular circumstances.

A part-time employee is an employee who works on a part-time basis involving a regular pattern of hours which shall average less than 36 hours per week.

A part-time employee may elect to revert to full-time employment by providing the Employer with two weeks' notice.

#### 6.1.1 Hours

Before commencing as a part-time employee, the employee and the Employer must agree upon the ordinary hours to be worked by the employee, the days upon which they will be worked and the starting and finishing times.

The terms of this agreement or any variation to it shall be in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the employee by the Employer.

#### 6.1.2 Accrual of Entitlements

All entitlements shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 36.

### 6.1.3 Ordinary Spread of Hours of Work

The spread of hours in which ordinary hours of work can be worked by part-time employees is the same as that for permanent full-time employees.

A part-time employee shall not be required to work outside of the hours agreed under their contract of employment unless urgent and/or unforeseen circumstances intrude. In such a case the overtime provisions of this Agreement shall apply.

### 6.1.4 Overtime

A part-time employee who is required by the Employer to work in excess of the hours agreed in accordance with clause 6.1.1 or outside the ordinary hours of work as defined in clause 6.1.3 shall be paid for such work in accordance with the overtime provisions of this Agreement.

### 6.1.5 Public Holidays

Where the part-time employee's normal paid hours fall on a public holiday and work is not performed by the employee, the employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall receive payment at the rate of double time and a half.

### 6.1.6 Rate of Pay

An employee engaged on a part-time basis shall be paid an hourly rate of 1/36 of the gross weekly ordinary all-purpose rate of pay plus any applicable allowances.

## 6.2 Casuals

A casual employee is one engaged and paid as such. For working ordinary time, a casual employee shall be paid an hourly rate on the basis of one thirty-sixth (1/36) of the weekly wage prescribed in this Agreement for the work classification plus a casual loading of 25%.

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

Casual employees are not entitled to payment for public holidays not worked, 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 National Employment Standards.

It is the Company's intention that casuals will be employed for a minimum of 1 day or whole multiples thereof. Wherever practicable, casuals will be given a minimum of one hour's notice of termination.

Employees will be entitled to request casual conversion in accordance with the provisions of the NES.

## 6.3 Fixed Term

Any offers of fixed term employment will be consistent with applicable legislative provisions.

When it is practical to package works up as a project, fixed term employment is offered for a minimum period of five (5) months or otherwise as agreed. One (1) week's pay in lieu of notice (as severance) will be paid at the end of the employment period. Fixed term employees retain the rights

and entitlements of full-time employees during the period of their employment. Such employees are advised of their status and the duration of their employment at the time of recruitment.

#### 6.4 Training

Employees will, after appropriate training, perform all duties commensurate with the skills and competencies they possess and as required by the classification in which they are engaged. 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.

#### 6.5 Transfer

It is recognised that from time to time, to meet the needs of employees and the Employer, employees may be required to transfer to other sites operated by the Employer or those within the consortium. Unless forced by a reduction in workforce size, such transfers will be by agreement between the employee and manager.

An employee temporarily transferred to another site other than the Yallourn or Jeeralang Power Station Sites will work under the conditions of the relevant industrial instrument for that site or this Agreement, whichever is most advantageous to the employee.

### 7 APPRENTICES

#### 7.1 Engagement of apprentices

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 where declared or recognised by an Apprenticeship Authority.

Subject to appropriate State legislation, the employer shall not employ an unapprenticed junior in a trade or occupation provided for in this Agreement.

#### 7.2 Operation of State Laws

Applicable Victorian statute and regulation will apply to apprentices, 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.

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 apprenticeship in the trade training packed determined from time to time by the Utilities Industry Training Advisory Board and endorsed by the National Training Framework Committee.

#### 7.3 Apprenticeship authority

In Victoria, the State Training Board of Victoria is the relevant Apprenticeship Authority.

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.

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.

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.

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.

The period of an apprenticeship 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.

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.

No apprentice shall work under a system of payment by results.

#### 7.4 Transition provisions

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.

#### 7.5 Apprentices attending Technical College on RDO

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.

#### 7.6 Employment of minors

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.

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.

#### 7.7 Effect on period of apprenticeship of lost time

If during the period of apprenticeship, 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.

## 7.8 Wages

The weekly rate of wages for apprentices shall be the undermentioned percentage based on a 100% tradesperson (classification Ventia 5):

Year	Percentage
First Year	45%
Second Year	55%
Third Year	75%
Fourth Year	88%
Fifth Year	100%

## 8 NOTICE OF TERMINATION

In order to terminate the employment of a permanent 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:

<b>Period of continuous service</b>	<b>Period of notice</b>
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

Employees over 45 years of age will be granted an additional week of notice.

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.

Upon termination of employment, wages due to an employee shall be paid within the next pay period from the date of termination.

The period of notice in this clause does not apply:

- I. In the case of dismissal for serious misconduct

- II. To apprentices
- III. To employees engaged for a specific period of time or for a specific task or tasks (i.e. employees engaged on a fixed term contract)
- IV. 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
- V. To casual employees

The Employer shall provide a written statement specifying the period of employment and the classification of the type of work performed by the employee.

Where an employee ceases employment and has an RDO accrual, that accrual will be paid out at double time, except where 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 "B".

An employee giving notice of termination of his or her employment shall give the applicable period of notice as provided in this clause. If the employee fails to give the required period of notice, the Employer has the right to withhold a maximum of one week's wages from the employee.

If Ventia terminates the employment of an employee (except in cases of summary dismissal), Ventia shall pay the employee a day's ordinary wages for each holiday prescribed in this agreement which falls within 10 consecutive calendar days after the day of termination.

Where any 2 or more of the holidays prescribed in this 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 Year's Day (or days in lieu thereof) shall be regarded as a group.

Where Family 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.

## 9 INDUCTIONS

Prior to commencing work on any site, all employees shall be required to successfully complete that site's induction program. The time allocated to complete those site-specific inductions will be paid for by Ventia.

## 10 NORMAL WORKING HOURS AND RDO's

The ordinary hours of work shall be 36 hours per week exclusive of meal breaks between Mondays to Friday. The ordinary hours of work will be averaged over the roster work cycle.

The ordinary hours of work shall be worked continuously except for meal breaks between 6:00 am to 6:00 pm or as agreed between the affected employees and Employer to meet the work program requirements.

The parties recognise that the nature of the operation, the usual work cycle and the rostering arrangements applicable to the work will require employees to work public holidays from time to time.

Day work employees will work a 9-day fortnight Monday to Friday with every second week incorporating a Rostered Day Off (**RDO**). RDOs would normally be taken on a Monday, unless otherwise agreed between the Employer and employee. If applicable, upon commencement, an employee will be advised where their start date falls within the roster cycle.

A condition of the RDO arrangements will be the provision of adequate maintenance coverage on a 10-day fortnight basis.

See Attachment B RDO management.

## 11 EMPLOYMENT CATEGORIES AND RATES OF PAY

The Employer will employ individuals in the following categories:

- Advanced Tradesperson
- Tradesperson
- Semi-Skilled

## 12 RATES

### 12.1 Rates

An employee is entitled to be paid the weekly rate for his or her classification as set out in this table. These rates are inclusive of all allowances unless specifically stated elsewhere within this Agreement. Increases will apply from the first full pay period (**FFPP**) on or after the date shown.

Ventia Classification		Total all-purpose rate Effective:	Market Rate Adjustment	Total all-purpose rate Effective:	Total all-purpose rate Effective:	Total all-purpose rate Effective:	Total all-purpose rate Effective:	Total all-purpose rate Effective:
		1-Feb-23	1-Feb-24	1-Feb-24	1-Feb-25	1-Sep-25	1-Feb-26	1-Sep-26
		Current	3.50%	4.50%	2.50%	2.50%	2.50%	2.50%
Ventia 11.2	Advanced Tradesperson	\$2,616.33	\$2,708.88	\$2,830.78	\$2,901.55	\$2,974.08	\$3,048.44	\$3,124.65
Ventia 9.5	Advanced Tradesperson	\$2,407.18	\$2,533.12	\$2,647.10	\$2,713.28	\$2,781.11	\$2,850.64	\$2,921.91
Ventia 8	Advanced Tradesperson	\$2,270.77	\$2,378.03	\$2,485.04	\$2,547.16	\$2,610.83	\$2,676.11	\$2,743.01
Ventia 7	Advanced Tradesperson	\$2,179.82	\$2,274.64	\$2,376.99	\$2,436.41	\$2,497.32	\$2,559.76	\$2,623.75
Ventia 6	Advanced Tradesperson	\$2,088.87	\$2,171.24	\$2,268.95	\$2,325.67	\$2,383.80	\$2,443.40	\$2,504.49
Ventia 5	Tradesperson	\$1,997.92	\$2,067.85	\$2,160.90	\$2,214.92	\$2,270.29	\$2,327.05	\$2,385.23
Ventia 4.3	Semi-Skilled	\$1,961.53	\$2,026.49	\$2,117.68	\$2,170.62	\$2,224.88	\$2,280.51	\$2,337.53
Ventia 4.2	Semi-Skilled	\$1,943.35	\$2,005.81	\$2,096.07	\$2,148.47	\$2,202.18	\$2,257.24	\$2,313.67
Ventia 4.1	Semi-Skilled	\$1,925.16	\$1,985.14	\$2,074.46	\$2,126.32	\$2,179.48	\$2,233.97	\$2,289.82
Ventia 4	Semi-Skilled	\$1,906.97	\$1,964.46	\$2,052.86	\$2,104.17	\$2,156.78	\$2,210.70	\$2,265.97
Ventia 3	Semi-Skilled	\$1,816.04	\$1,861.07	\$1,944.81	\$1,993.43	\$2,043.26	\$2,094.35	\$2,146.71
Ventia 2	Semi-Skilled	\$1,725.07	\$1,778.35	\$1,858.37	\$1,904.83	\$1,952.45	\$2,001.26	\$2,051.30
Ventia 1	Semi-Skilled	\$1,634.13	\$1,674.96	\$1,750.33	\$1,794.09	\$1,838.93	\$1,884.91	\$1,932.04

Refer to Schedule 1 for further information regarding each classification.

### 13 PAYMENT OF EARNINGS

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.

Upon termination of employment, the Employer 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 in accordance with the provisions in this agreement.

Details shall include:

- Name
- Hours of work
- Allowances paid
- Classification
- Leave entitlements: (Annual Leave, RDOs)
- Superannuation contributions
- Deductions made
- Year to date earnings
- Base pay rate

Where employees are paid by electronic funds transfer, if for reasons beyond the control of the Employer and the employee, the transfer of funds is not affected 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 advanced money as required, the Employer will be entitled to withhold the amount involved from the employee's future wages or other entitlements (provided this is undertaken in accordance with the *Fair Work Act 2009*).
- 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 the Employee the amount of the shortfall by EFT.

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 any employee adversely affected by the delay for any penalties, costs or fees incurred by them as a result of the delay or failure of the electronic

funds transfer.

## 14 OVERTIME

All employees will be expected to work reasonable overtime at the request of the Employer on any day of the week including Saturdays, Sundays and Public Holidays. When overtime work is necessary it must be so arranged that employees (including casuals) have at least 10 consecutive hours off duty between the work of successive working days. An employee is deemed to have commenced the 10-hour break at the actual finishing time of the Employee.

Payment for overtime for employees covered by the Agreement will be at double time for all hours worked, and double time and a half for public holidays.

Examples of overtime arrangements are shown in Attachment 'F'.

### Minimum Payment – Monday to Friday

A Day work employee required to work overtime on a Monday to Friday, shall be paid for a minimum of 1 hours' work at the appropriate penalty rate.

### Minimum payment – Saturday, Sunday, Rostered Day Off or Public Holiday

A Day work 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.

### Days in Lieu

A day in lieu system will be provided for permanent employees. Days in lieu will be paid out completely in the last pay prior to each pay increase (i.e. every 12 months) unless the employee has submitted (and had approved) a leave form which includes day/s in lieu. Days in lieu banked will never exceed 10 days. Days in lieu cannot be banked if the employee has a leave balance in excess of 40 days.

### Conditions relevant to the accrual of Days in Lieu:

- Days in Lieu (DIL) may be banked by a permanent employee who elects to accrue time toward a DIL instead of receiving the full amount of payment for overtime hours worked.
  - Example 1: an employee who works 8 hours of overtime and elects to accrue all 8 hours toward a DIL will receive an initial payment of 4 hours at their double time rate and accrual of 8 hours at single time, banked for DIL. This is the same overall value as 8 hours at double time.
  - Example 2: an employee who works 8 hours of overtime and elects to accrue 4 hours toward a DIL will receive payment of 6 hours at their double time rate and accrue 4 hours at single time to their DIL bank.
- Employees cannot bank more hours than those actually worked. For example, if an employee works 4 hours of overtime, they can only bank 4 hours toward a DIL, not 8 hours.
- Only a maximum of 8 hours (12 hours for continuous shift) can be accrued per day.

- On weekdays, where overtime is worked continuously with ordinary hours, a minimum of 2 hours overtime must be worked to accrue a minimum 2 hours' DIL.
- On Saturday, Sunday, Public Holidays, or RDOs, the minimum is 4 hours of overtime worked to accrue a minimum of 4 hours' DIL (6 hours for continuous shift).
- For overtime which is a call-in or call-back, a minimum of 4 hours of overtime must be actually worked to accrue a minimum of 4 hours' DIL.
- Any DIL taken must be approved by the appropriate Team Leader/Supervisor. DIL can only be taken at a time agreed by the Team Leader.
- DIL must be taken in blocks of 4 or 8 hour lots (6 or 12 hours for continuous shift).
- Travel Allowance will only be paid at the time overtime is worked and not when DIL taken.
- A maximum of 10 DIL (80hrs) may be banked at any time, or 7 DIL (84 hours) for continuous shift workers).
- DIL cannot be accrued where there is an excessive Annual Leave or RDO balance unless approved by the relevant site Manager. DIL should be cleared prior to using Annual Leave or LSL.
- Days in Lieu will be paid out completely in the first pay prior to each EBA pay increase, unless approved by the Ventia Manager.

### **Cancellation of temporary shift or overtime – Agreed**

Where an employee receives less than 24 hours' notice of cancellation for the pre-arranged temporary shift / overtime the employee will be entitled to a payment equivalent to 4 hours of an employee's ordinary time rate, paid as 2 hours of overtime at double time. Where an employee has arrived on-site for pre-arranged temporary shift/overtime and that temporary shift/overtime is cancelled without prior notification, the employee will be entitled to a payment equal to 4 hours at double time, a meal allowance and a travel allowance.

## **15 SHIFT WORK**

For the purpose of this agreement a shift worker means an employee who works to a roster and is entitled under this Agreement to a shift allowance.

Refer to Shift Guidelines Attachment A.

For all time worked in excess of the ordinary working hours, shift workers shall be paid at the applicable overtime rate, except 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 Employer to deduct payment for a day.

The parties understand that the client's business requirements will frequently necessitate the Employer's employees performing work on shift. In some cases, schedules will require the implementation of shift work for short periods with minimal notice. Refer to Shift Guidelines – Attachment A.

### 15.1 Definitions

<b>Term</b>	<b>Definition</b>
<b>Temporary Shift Work</b>	Rostered work carried on generally with consecutive shifts of employees occurring between Monday and Friday. Temporary shift work may also occur on a non-consecutive basis.
<b>Continuous Shift Work</b>	Rostered ordinary hours worked on any day of the week (including weekends).
<b>Afternoon Shift</b>	Any shift finishing after 6:00pm and at or before midnight.
<b>Night Shift</b>	Any shift finishing subsequent to midnight and at or before 8:00am.

### 15.2 Shift Work Rosters

Shift work rosters shall be posted on the notice boards and shall specify the commencing and finishing times of ordinary hours and the respective shifts.

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

Where a scope of work being undertaken by a temporary shift crew, and a day worker has been assigned to work on that scope on a given day, the day worker will receive a paid meal break.

### 15.3 Variation by Agreement

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

### 15.4 Loading for First Seven Days

An employee, during the first seven weekdays on an employee's roster, shall be paid a shift loading of 100% for each afternoon or night shift actually worked. For rotating shifts, this is also applicable for employees moving from day shift to afternoon or night shift.

Where an employee works an afternoon or night shift on a weekday Public Holiday (as set out in clause 20.1) that would otherwise attract shift loading in accordance with this clause 15.4:

- The employee will be paid at the applicable Public Holiday rate, but will not receive the 100% shift loading; and
- The Public Holiday will not be counted as one of the first seven days on shift for the purpose of this clause.



If there is any break in the shift roster, only one loading will apply for each outage.

Ventia may transfer employees to different tasks that form part of the 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 weekdays on the roster for each afternoon and night shift actually worked.

#### 15.5 Shift Loadings Not Cumulative

Shift loadings payable under this Agreement are not cumulative.

## 16 FARES & TRAVEL

Employees will be paid a fare and travel allowance per journey to site and on each RDO according to the amounts set out in the table below:

<b>Fare and travel payable first full pay period on or after the date shown</b>	<b>Amount</b>	
1-February-2023	\$41.43	per journey
1 February 2024	\$44.81	per journey
1 February 2025	\$45.93	per journey
1 September 2025	\$47.08	per journey
1 February 2026	\$48.26	per journey
1 September 2026	\$49.47	per journey

Employees may be required to transfer to other work sites. If this occurs a fares and travel allowance will be paid as prescribed in the table below to cover all travel if they use their own vehicle in lieu of the Fares and Travel in the above table.

<b>Travel over 50Km payable first full pay period on or after the date shown</b>	<b>Amount</b>	
1-February-2023	\$0.92	per kilometre
1 February 2024	\$0.99	per kilometre
1 February 2025	\$1.01	per kilometre
1 September 2025	\$1.04	per kilometre
1 February 2026	\$1.07	per kilometre
1 September 2026	\$1.10	per kilometre

## 17 OUTAGE ALLOWANCE

The following outage allowance is for planned Major and Integrity outage work for the period of the outage only.

- Payment will be for all work performed on the relevant unit only and will be paid for each hour worked on an all-purpose basis.
- For major outages, two weeks' pre-outage and one week post-outage work shall attract the outage allowance (for specified scaffold works, turbine/generator works and de-lagging / lagging of plant for access only).
- For other planned outages, the outage allowance will be paid for outages shown on the approved station outage schedule as being longer than 10 days in duration. This excludes outages where the machine has been laid down as not being required for service.
- In the mine, whenever a large machine (dredger, stacker etc.) or a system is taken out of service for greater than 10 days to enable planned major works to be carried out, the outage allowance is payable for works associated with the outage program.
- No outage allowance is payable for pre-outage and post-outage work in the mine.
- Mobilisation of huts, supply and connection services, procurement, preparation and delivery of materials, planning and overhaul works, do not attract pre-outage allowance. Employees who are taken off works attracting outage allowance to attend to emergency works will not be disadvantaged.

### 17.1 Power Station Outage Allowance:

<b>Date payable from first full pay period on or after the date shown</b>	<b>Allowance</b>
1 February 2023	\$2.21 per hour
1 February 2024	\$2.39 per hour
1 February 2025	\$2.45 per hour
1 September 2025	\$2.51 per hour
1 February 2026	\$2.57 per hour
1 September 2026	\$2.63 per hour

### 17.2 Mine Outage Allowance:

<b>Date payable from first full pay period on or after the date shown</b>	<b>Allowance</b>
1 February 2023	\$2.80 per hour
1 February 2024	\$3.03 per hour
1 February 2025	\$3.11 per hour
1 September 2025	\$3.19 per hour
1 February 2026	\$3.27 per hour
1 September 2026	\$3.35 per hour

## 18 MEAL ALLOWANCE

18.1 An employee who works approved planned or unplanned overtime shall either be provided with a meal by Ventia or paid an allowance as set out below:

<b>Date payable from first full pay period on or after the date shown</b>	<b>Allowance</b>
1 February 2023	\$19.13 per occurrence
1 February 2024	\$20.69 per occurrence
1 February 2025	\$21.21 per occurrence
1 September 2025	\$21.74 per occurrence
1 February 2026	\$22.28 per occurrence
1 September 2026	\$22.84 per occurrence

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

<b>Period of overtime</b>	<b>Meal Allowances</b>
1.5 hours or less	Nil
Greater than 1.5 hours and up to 4 hours	1
Greater than 4 hours and up to 8 hours	2
Greater than 8 hours and up to 12 hours	3
Greater than 12 hours	4

18.3 Meal allowance is not payable for hours worked at penalty rates associated with temporary shift or 10-hour break.

18.4 Meal allowances for Weekends, Public Holiday, Special Day Off, Rostered Day Off, Call In.

<b>Period of overtime</b>	<b>Meal Allowances</b>
4 hours or less	Nil
Greater than 4 hours and up to 8 hours	1
Greater than 8 hours and up to 12 hours	2
Greater than 12 hours and up to 16 hours	3
Greater than 16 hours	4

NOTE: Meal allowance is not payable for hours worked at penalty rates associated with temporary shift or 10-hour break.

## 19 CALL INS

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-in management may elect to utilise other persons to undertake the call-in work.

Conditions which apply to Call ins are:

- Call ins response time will be nominally one (1) hour from the time of receiving a call to the time of reporting to the nominated officer on site.
- Where an employee not engaged on continuous shift work works overtime on a Sunday, Public Holiday or RDO which continues after 9.30PM and is scheduled to work the following day then they will be entitled to a 10-hour break.
- Call ins will be paid at double time.
- Minimum payment for Call ins will be four (4) hours at the applicable overtime rates as per the Agreement.

## 20 LEAVE PROVISIONS/PUBLIC HOLIDAYS

### 20.1 Public Holidays

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
- Friday before AFL Grand Final Day
- Melbourne Cup Day
- Christmas Day
- Boxing Day

Anzac Day "substitute day" will be recognised if gazetted by the Victorian Government.

Subject to this clause, where New Year's Day, Australia Day, Christmas Day or Boxing Day fall on a Saturday or Sunday the following weekday(s) will be the Public Holidays.

Where an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or the State Government and such proclaimed or gazetted holiday is to be observed

generally by persons throughout the State or a locality thereof, then such day shall be deemed to be a holiday for the purposes of this Agreement.

By agreement between the Employer and an employee, other days may be substituted for the said days.

Any hours worked on a public holiday falling during a temporary shift work between midnight to midnight of the public holiday, will be paid for those hours worked in accordance with clause 15 Overtime.

## 20.2 Moe Cup

Subject to operational requirements employees will be released for the half day to attend the Moe Cup. Any employee required to work on the Moe Cup shall be paid at normal time rates and receive a four-hour leave credit. This is not applicable if the employee is absent on the day.

Casual employees who are required to work all day on the Moe Cup will be paid for 8 hours at their ordinary rate plus an additional 2 hours of overtime (200%). Casual employees who work for half a day (4 hours) but are not required to work for the remaining half of the day will be paid for time worked at their ordinary rate, as well as for those hours they are not required to work (usually 4 hours). If a casual employee does not attend work on Moe Cup day, they are not entitled to any payment.

A continuous shift worker required to work on Moe Cup, who is unable to be released from work, will receive a leave credit which is equivalent to half of the number of ordinary hours rostered for that shift. This is not applicable if the employee is absent on the day. For example, a 12-hour shift worker will receive a 6 hour leave credit.

## 20.3 Annual Leave

Annual leave is provided for in the NES.

Employees (other than casuals) will be entitled to 4 weeks' and one day annual leave which shall accrue progressively over each year of service. Such leave will be exclusive of Public Holidays and shall be taken following consultation and approval of the Employer to meet the requirements of the work program. RDO's accrue during annual leave. The extra day of annual leave is in lieu of Easter Tuesday arrangements which operated under a previous agreement.

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is as per the definition in the applicable Modern Award or as otherwise specified in this Agreement.

Annual leave should be taken annually. The maximum amount of leave credited that an individual may accrue should not exceed forty (40) days (which includes any purchased annual leave) at any time. Payment of Annual Leave and proportionate leave on termination shall be at the rate of ordinary time earnings (applied to the Accrued Hours) plus 17½ % loading.

The Employer and employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement, leave shall be taken at a time fixed by the Employer within a period not exceeding six months from the date when the right to annual leave accrued and after at least 14 days' notice due to the employer.

Where the Employer is a successor, assignee or transferee of business, if an employee was in the employment of the Employer bound by this Agreement at the time when they became such successor or assignee or transferee, service with the Employer's predecessor shall be deemed to be service of the Employer.

If a public holiday falls within an employee's annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then the employee will not be taken to be on annual leave on the public holiday.

If an employee is entitled to Sick / Personal Leave whilst on Annual Leave, then the Sick Leave provisions within the agreement shall apply and the time is credited back to Annual Leave provided a medical certificate is supplied.

#### 20.4 Family Picnic Day

All employees (including casuals employed on the Friday or weekend prior to and or on 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 (Picnic Ticket supplied) where practicable is given to the Employer. Where the business needs require individuals to work on this day, a substitute day shall be provided. Proposals for varying this day shall be by agreement between the affected employees and Employer.

A 12-hour continuous shift worker who attends the Picnic Day or who works the Picnic Day may have a substitute 12-hour day off (paid at ordinary time rates) at a later date.

#### 20.5 Long Service Leave

Long Service Leave will be governed by and taken in accordance with the LeavePlus scheme and applicable underpinning legislation. Employees will also follow the Employer's required process steps prior to commencing any absence on Long Service Leave.

#### 20.6 Compassionate Leave

On each occasion Ventia will allow up to two days leave with normal pay to employees (other than casual employees) who suffer a death in their 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.

The term "immediate family" includes the employee's spouse (including a former spouse, de facto spouse and a former de facto spouse) and the following relatives of either the employee or the employee's spouse being:

- Child (including adopted child, stepchild, ex nuptial child and adult child)
- Parent
- Grandparent
- Grandchild
- Sibling

- Niece/nephew
- Any step relation of the above kind.

Employees (other than casuals) are also entitled to leave under this clause when:

- a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- the employee, or the employee's spouse or de facto partner, has a miscarriage.

#### 20.7 Community Service Leave

Employees shall be entitled to community service leave in accordance with the NES. 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.

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

#### 20.8 Payment for Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

#### 20.9 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.

#### 20.10 Carer's Leave

An employee with responsibilities in relation to either member of their immediate family or members of their household who need their care and support because of personal illness or injury shall be entitled to up to 10 days per year of paid carer's leave for absences to provide care and support for such persons. The entitlement to take paid carer's leave is limited to 10 days per year and is cumulative.

The employee shall, if required, establish by production of a medical certificate, or statutory declaration for the illness of the person concerned.

The entitlement to use Carer's Leave in accordance with this clause is subject to:

- I. The employee being responsible for the care or support of the person concerned and

II. The person concerned being either:

- A member of the employee's immediate family
- A member of the employee's household.

III. The term 'immediate family' includes the employee's spouse (including a former spouse, de facto spouse and a former de facto spouse) and the following relatives of either the employee or the employee's spouse being:

- Child (including adopted child, stepchild, ex nuptial child and adult child)
- Parent
- Grandparent
- Grandchild
- Sibling
- Niece / nephew
- Any step relation of the above kind

A casual employee is entitled to two days' unpaid carer's leave per occasion. Permanent employees may take unpaid carer's leave if they have utilised their entire paid carer's leave entitlement.

## 20.11 Family and Domestic Violence Leave

This clause applies to all employees, including casuals.

### 20.11.1 Definitions

**(a)** In this clause:

***family and domestic violence*** means violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household or a current or former intimate partner of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**family member** means:

- i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- iii. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

**(b)** A reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.



### 20.11.2 Confidentiality

The Employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in this clause prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer should consult with such employees regarding the handling of this information.

### 20.11.3 Entitlement

Paid leave in accordance with the NES is made available for use for employees who are encountering family or domestic violence, including if necessary access to additional paid leave, sick leave and leave without pay. Employees experiencing domestic violence may request flexible working arrangements including changes to working times, job redesign or changes to duties, changes to their telephone number or email address to avoid harassing contact, or any other appropriate measure including those available under existing family friendly or flexible work arrangements. Such requests will not be unreasonably refused. It is also recognised that employees may also use Carer's Leave, including Leave Without Pay to support a person experiencing domestic violence.

- 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.
- All personal information about domestic violence will not form part of employee records and will be kept confidential.
- An employee experiencing domestic violence will be offered referral to the Employee Assistance program and/or other local resources.
- No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

### 20.12 Sick / Personal Leave

Subject to the matters set out in this clause, employees have an entitlement to Sick / Personal leave which is no less beneficial than that provided under the NES.

The Employer will grant permanent employees paid leave of absence in circumstances where they cannot attend for duty due to genuine personal illness or injury in accordance with the NES. The Employer may also grant permanent employees additional 'no debit' leave for a period of up to 24 months in accordance with the provisions of this clause.

Sick / Personal Leave issues may be reviewed on an individual basis. Early return to employment following personal illness or injury is highly desirable and will be encouraged.

### *Notice and evidence requirements*

- The employee shall, as soon as reasonably practicable and within eight (8) hours of the commencement of such absence, inform the Employer of inability to attend, and as far as practicable, state the nature of the personal injury or illness and the estimated duration of the absence.
- For absences from work for one (1) day the Employer may require a signed medical certificate or statutory declaration. For absences greater than one (1) day a certificate from a registered medical practitioner may be required prior to payment of wages.
- The Employer will monitor sick leave and in all cases where it is considered an employee is taking excessive single day absences or absences forming a pattern, the Employer will require all sick leave absences to be covered by evidence from a registered medical practitioner or equivalent.

### *First 10 days/shifts of paid sick leave per 12 month period*

A permanent employee may take up to 10 days/shifts of paid sick leave in each 12 month period in accordance with the notice and evidence requirements set out above. This entitlement is in addition to the 10 days/shifts of paid carer's leave which accrues each year in accordance with clause 21.10.

The first 12 month period will start on the date of commencement of this Agreement (for current employees) or the commencement of the permanent employee's employment (for new employees).

### *After 10 or more days/shifts of paid sick leave have been taken in a 12 month period*

If a permanent employee has taken 10 or more days/shifts of paid sick / personal leave in a 12 month period, 'no debit' sick leave will be available for further occasions where the employee is not fit for work because of a genuine personal illness or injury, subject to the conditions outlined below.

Ongoing 'no debit' sick/ personal leave is a discretionary entitlement and subject to the following conditions being met:

- Where an employee has taken 10 or more days/shifts of paid sick leave in a 12 month period and a high proportion of those absences are for single days or form a pattern, the Employer may elect to suspend the employee's access to 'no debit' sick leave if it is not satisfied the employee is taking the leave due to genuine personal illness/injury and/or is failing to comply with the notice and evidence requirements of this clause.
- To become or remain eligible for 'no debit' sick / personal leave, an employee may be required to submit an Additional Leave form completed by their treating medical practitioner, which sets out the nature of any personal illness or injury suffered by the employee, the prospect and time frame for resolution of the personal injury or illness and/or a resumption of normal duties, and any other information necessary for the Employer to ensure the employee's safety while at work (if applicable).
- As an alternative, or in addition to the provision of an Additional Leave form, the Employer may require an employee to attend for an independent medical assessment, the cost of which will be borne by the Employer.

- Where an employee has been absent from work and taking ‘no debit’ sick / personal leave for a period exceeding 12 months, the Employer may write to the employee and request further information regarding the current status of the employee’s illness or injury, their prognosis and when (if at all) the employee is likely to be able to safely fulfil the inherent requirements of the role they were employed to perform. The employee may be required to provide evidence from their treating practitioner and/or an independent medical practitioner nominated by the Employer for this purpose.
- ‘No debit’ sick / personal leave will only be available for a maximum period of 24 months, unless an employee would be entitled to a longer period of paid personal/carer’s leave in accordance with the NES (in which case the employee will be entitled to remain on paid leave until such time as that entitlement has been satisfied). The 24 month limit can either be constituted by:
  - An absence of 24 consecutive months (for the same illness or injury); or
  - A total period of absence of 24 months (which may be made up of intermittent absences for the same illness or injury).
- Prior to making a decision to terminate an employee’s entitlement to ‘no debit’ sick leave, the Employer will hold discussions with the employee (and their representative/s) regarding their prognosis and prospects of safely returning to work.
- An employee who is injured or suffers an illness, for greater than two weeks, which would entitle them to make a claim for income protection insurance, must complete the application form and submit any information related to the claim. An employee who fails to comply with this requirement will not be entitled to ‘no debit’ sick leave under this Agreement.
- An employee who receives an income protection insurance benefit in respect of an injury or illness is not entitled to a double benefit under this clause. The period of absence during which an employee is in receipt of an income protection benefit will be treated as satisfying the employee’s entitlement to ‘no debit’ sick leave. The same 24 month maximum period will apply.
- The entitlements under this clause are provided in substitution of, and not in addition to, an employee’s entitlement to paid personal/carer’s leave under the NES where that leave is required for a purpose set out at section 97(a). However, the Employer will ensure that all permanent employees receive at least the same benefit to paid personal/carer’s leave as provided by the NES prior to being required to commence a period of unpaid leave due to illness or injury.

#### 20.13 Limitations on sick leave

An employee shall not be paid leave of absence for any period in respect of which the employee is entitled to workers’ compensation or a benefit pursuant to a TAC claim, and will not be entitled to a period of ‘no debit’ sick leave in addition to any such benefit.

#### 20.14 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.

#### 20.15 Purchasing additional annual leave

Employees who are eligible for annual leave, and whose accrued balance of annual leave is not greater than 30 days, may apply to purchase a maximum of two weeks' Additional Annual Leave (AAL) per annum on the following basis:

- Employees must have a minimum of 12 months' service before applying for AAL (includes fixed-term employees)
- The amount of AAL requested must be of either one week, or two weeks' duration.
- When taking annual leave, an employee's AAL balance will be used in the first instance, rather than their accrued leave balance.
- When considering any application for AAL, the Leader will take into account reasonable business requirements in approving the application.
- AAL must be used within 12 months.
- Leave loading does not apply for AAL.

## 21 MEAL AND CRIB BREAKS

### 21.1 Meal Breaks

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.

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

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

Meals will be taken in Crib facilities of an agreed standard provided on the site, i.e. Open Cut and Overburden Sites.

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

### 21.2 Crib Breaks

Crib breaks will be for a period of fifteen (15) minutes nominally (inclusive of washing time) to be taken at 9.30am to 9.45am but may be altered by mutual agreement to meet the requirements of the works program.

Crib Breaks will be taken in Crib facilities of an agreed standard provided on the site, i.e. Open Cut and Overburden Sites.

### 21.3 Facilities

Clean Up and Shower Facilities will be provided for employees at the Muster Area(s). Lockers, drinking and boiling water, appropriate protective clothing, and rest room facilities shall be provided for employees.

## 22 LIVING AWAY FROM HOME ALLOWANCE

Employees engaged by Ventia on the Yallourn Site who are sent to work on a distant site which is outside a 100 km radius from their usual place of residence will be entitled to the provisions of this clause.

Ventia may elect to provide the employee with an agreed reasonable board and lodging in a well-kept establishment with three adequate meals per day or pay Living Away from Home Allowance as per the following table (or any applicable Employer policy, whichever is more beneficial, but not both) or pro rata per day as follows:

Item	Allowance
Meals	\$42.70 per day
Accommodation	\$106.70 per day
Total Daily	\$149.40 per day
Total Weekly	\$800.00 per week (includes weekends)

This allowance will be increased if the employee satisfies Ventia that he/she reasonably incurred a greater outlay than prescribed above.

It is not compulsory for Ventia employees to work at a distant site.

It is the intent to use local labour prior to considering sourcing labour outside of the region. Prior to sourcing labour from outside the region Ventia will consult with the parties and if the labour is required the appropriate arrangements as per this clause will apply.

## 23 REDUNDANCY

From the first pay period commencing on or after the date of lodgment an amount per week (or pro rata for part weeks) shall be paid on behalf of each employee to the Incolink or Protect fund as nominated by the employee. The amount paid into the appropriate fund 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	Allowance
First full pay period (FFPP) on or after 1/2/2024	\$180.00 per week
FFPP on or after 1/2/2025	\$190.00 per week
FFPP on or after 1/2/2026	\$200.00 per week

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.

Ventia will make redundancy payments for all ordinary time earnings inclusive of 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.

## 24 SUPERANNUATION

The Employer shall contribute the minimum applicable superannuation contribution amount (which is 11.5% from 1 July 2024 then per legislated increases thereafter) plus an additional 0.5% to Cbus for each employee, unless the employee nominates another superannuation fund that meets industry choice standards.

Casual employees, engaged only for weekend work, will receive the minimum contribution payment outlined below.

First full pay period on or after 1 February 2023	First full pay period on or after 1 February 2024	First full pay period on or after 1 February 2025	First full pay period on or after 1 September 2025	First full pay period on or after 1 February 2026	First full pay period on or after 1 September 2026
\$125.44	\$135.67	\$139.06	\$142.54	\$146.10	\$149.75

The Employer 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 (Cbus). This shall be in accordance with Attachment C – Non-Salary Benefits of this Agreement and the relevant superannuation scheme’s Trust Deed, and Ventia’s Employer policy.

Ventia will make Superannuation payments for all ordinary time earnings inclusive of 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, provided the employee remains employed by Ventia.

## 25 SKILLS AND TRAINING

Flexibility of the Workforce is essential to the success of the Employer's and client’s enterprise and employees will be given training to ensure they can apply the skills necessary to meet work requirements. The Employer will facilitate quality training and development of its employees.

- Where an employee undertakes training required by the Employer it shall be at the Employer’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.
- Where an employee seeks to undertake further training and development that is consistent with the needs of the Employer, the Employer will provide assistance to the employee in

terms that the Employer approves, for this to occur.

- Progression will occur via the site approved career path and will be self-paced.
- It is not time based but is competency based and subject to business needs. Employees will be expected to undertake any tasks for which they have the necessary skills.
- Any direction issued by the employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- All employees are required to carry out all incidental and peripheral work to their core skills.

## 26 DISPUTE RESOLUTION

The following procedure for the avoidance or resolution of disputes relating to matters arising under the Agreement and the National Employment Standards shall apply. The mechanism and procedures for resolving industrial disputes will include, but not be limited to the following:

- a) The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may choose any another person to act on their behalf including a shop steward or delegate of their union. An employee representative shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.
- b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may choose to invite a union official or any other representative to be involved in the further discussions if they so elect. The employer may also invite a representative to be involved in the discussions.
- c) If the matter remains unresolved the Employer may refer it to a more senior level of management or to another representative. The employee may continue to involve a representative and may choose to invite a more senior union official or any other representative of the employee to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Fair Work Commission (**FWC**) for resolution by conciliation or arbitration.

The party with the grievance must notify the other party at the earliest opportunity of the problem. Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

Whilst the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to the relevant provisions of the state occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.



Conciliation regarding disputes and potential disputes arising out of the operation of this clause will be dealt with by the FWC or as otherwise agreed between the parties.

In referring a matter to the FWC pursuant to this clause the parties will request the referral of the dispute to an agreed specified member who will arbitrate the matter in dispute. In the absence of agreement as to the specified member to whom the dispute should be referred, the member will be one allocated by the FWC.

The decision of the FWC in arbitration under this procedure may be appealed to a Full Bench of the FWC. That appeal may be an appeal on a question of law and/or an appeal on the merits. The Full Bench may hear the appeal and exercise such powers in respect of the appeal as provided to the Full Bench in the *Fair Work Act 2009*, as if the arbitrated decision were made an order of the FWC.

## 27 COPY OF AGREEMENT

A copy of this Agreement shall be available at each site and shall be accessible to all employees.

## 28 INCLEMENT WEATHER

The parties to the Agreement will collectively work towards the minimisation of lost time due to inclement weather.

The parties undertake to adopt the following principles with regard to inclement weather and the idle time inclement weather creates.

- All parties will adopt a reasonable approach as to what constitutes inclement weather.
- Nominally the Team Leader in conjunction with the workgroup and when appropriate, the Health and Safety Representative, will assess the weather conditions and when agreed, transfer to other work activities or skill development, safety training, presentations, etc.
- An inclement weather policy will be maintained on site and the Health and Safety Committee (Level 2 Committee in the Power Station) will review this policy as required to ensure the welfare of employees.

## 29 CONSULTATIVE COMMITTEE

The purpose of the Consultative Committee is to ensure harmonious relationships, effective performance of work and generally ensuring the maximum level of satisfaction and reward for both the Employer and its employees.

The committee will work towards improving efficiency, waste reduction, better workplace relations, and continuous improvement of the Employer's and our client's enterprises.

The Consultative Committee (**CC**) shall comprise one representative per workgroup from the workforce, and at least two from management. The workforce shall elect the representatives from the workforce. The CC may co-opt or invite people with specific input to attend meetings.

The CC representative will have a deputy to act on his/her behalf in his/her absence. Employee deputy nominees will be elected by the work force.

Committee members shall hold office for twelve (12) months.



The Committee, where appropriate, shall meet at least monthly and shall be chaired for the first three (3) months by a management representative, with the chair alternating every three months with an employee representative or the Committee may decide who shall be chairperson by mutual consent.

The functions of the Committee shall include:

- To increase understanding of the Employer's objectives and plans
- To promote a more co-operative approach to resolving problems within the site
- To discuss management proposals and the effects of proposed changes on employees
- To obtain and discuss the views and concerns of the parties

To provide and discuss information and reports on particular areas of the site's operation including such aspects as:

- Work and management practices and performance
- Quality evaluations
- Performance against the annual business plan and works programs
- To promote improved employee relations through effective consultation and discussion with a view to improving the Employer's viability
- To make recommendations to the Site Manager of the Employer in respect of issues which would improve business viability
- Monitor progress to attaining set agreed performance targets and develop appropriate action strategies to achieve these
- Overview the implementation of effective skills analysis and the development of the required skills necessary to attain continuous improvement required by the enterprise
- Conduct regular reviews of the career path structure which includes reviewing existing and new positions, licensing, skill requirements. Failure to reach a consultative agreement can be referred to the dispute resolution process contained within the agreement.

### 30 QUALITY ASSURANCE

In order to increase efficiency and productivity, QA 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.

Education in this area will be expanded where necessary. Specific training exercises will be implemented.

Employees will be familiarised with the content of check lists, Job Cards, Inspection and Test Plans, Identification Tags and non-conformance reports.

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.

### 31 TOOLS

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

All employees may 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.

### 32 CLOTHING & SAFETY ISSUE

Ventia 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	2
Cotton drill shirts	3
Woolen jumper	1
Insulated junior bluey	1 or equivalent Husky where permitted
'PVC' combination overall	Store issued as required
Safety spectacles - specific to work location	As required
Hard hat as per site requirements	As required
Safety shoes or boots – specific to work location	1 pair - store issued <i>Note: a range of fit-for-purpose options will be maintained on hand in the store</i>
Combination overalls	Store issued as required
Socks explorer style or equivalent	5
Hearing protection as required	As required

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 Employer to a maximum amount of:

- \$330.00 - for standard prescriptive safety glass lenses and frames and inclusive of side shields, which meet the appropriate Australian Standards for safety glasses, unless provided by the Company.
- \$440.00 - for progressive or transitional (not tint transitional) lenses which meet the Australian Standard as above, unless provided by the Company.

Costs of consultation will be paid after the application of any medical fund benefit.

## Casual employee:

Type	Quantity
Combination Overall	Store issued as required
Safety spectacles as required by site requirements	Store issued as required
Hard hat as per site requirements	Store issued as required
Safety shoes or boots - - specific to work location	1 pair, store-issued – case by case basis replacement only. <i>Note: a range of fit-for-purpose options will be maintained on hand in the store</i>
Hearing protection	Store issued as required

Casual employees covered by this Agreement, who have worked in excess of a cumulative 4 weeks, will be provided with the following protective apparel:

- 2 pair of cotton drill pants (up to a maximum of 2 per year)
- 2 cotton drill shirts (up to a maximum of 3 per year)

Personal issue of safety apparel shall be the responsibility of each employee to maintain and clean.

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'.

## Replacement

Protective apparel will be replaced when damage has occurred or on a fair wear and tear basis. Reasonable endeavours will be taken to buy goods manufactured in Australia.

The Operations Manager may vary the conditions of this clause in isolated specific circumstances at their discretion.

## 33 INCOME PROTECTION INSURANCE

The Employer will maintain an income protection insurance policy for each employee which provides for a weekly benefit of 100% of average weekly earnings up to a maximum of \$1800 per week where the employee sustains an illness or injury for which they are entitled to a benefit under the terms of the income protection policy. For the avoidance of doubt, this expressly includes “leisure time” illnesses.

The provider/s of insurance product will be the same as the provider of the redundancy scheme selected by the employee. The provider/s of the insurance may be varied by agreement provided the minimum cover is not compromised.

With injuries or illness which are covered by income protection insurance, the relationship is between the employee claimant and the Insurer. The Employer bears no responsibility for ensuring or pursuing an employee’s entitlement to a benefit under this clause, other than ensuring the applicable policy is maintained, and providing assistance with the completion of claim forms.

An employee’s entitlement to weekly benefits will be in accordance with the terms of the applicable

income protection policy.

Whilst a permanent employee is on income protection insurance and there is any shortfall in an employee's weekly wages, the Company shall pay the shortfall amount up to 36 hours (or the employee's ordinary hours, in the case of a part time employee) for all time an employee is unable to attend work due to their personal illness or injury. For this purpose, the Employer will arrange to receive the weekly benefit amount directly from the Insurer and pay it to the employee in addition to the 'top up' amount.

Casual employees receive any benefits to which they are entitled directly from the insurer with no top-up payment.

An employee that is injured or suffers an illness, for greater than two weeks, that is covered by the income protection insurance, must complete the application form and submit any information related to the claim. An employee who fails to comply with this requirement will not be entitled to 'no debit' sick leave under this Agreement.

For permanent employees, Annual Leave will accrue on periods of absence on income protection insurance.

Other entitlements (Superannuation, Redundancy Fund, income protection insurance contributions and Leave Plus (LSL) contributions) will continue to be paid on behalf of employees in receipt of income protection insurance weekly benefits.

#### 34 NO EXTRA CLAIMS

It is a term of this Agreement that the Parties bound by this Agreement will not pursue any extra claims, awards or over award, for the life of this Agreement.

#### 35 NATIONAL EMPLOYMENT STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in respect of any entitlement under the NES such as standard hours of work, annual leave or long service leave.

#### 36 DISCIPLINE PROCEDURE

The Discipline Procedure will be invoked in cases where unacceptable employee performance and /or conduct require follow-up action.

The discipline procedure aims to correct poor conduct, work behaviour or performance. Disciplinary action can be commenced at any of the four steps depending upon the severity of the conduct or behaviour performance problem, however before proceeding past step 2 or the issuing of any written warning, the employee's representative (if any) will be notified at the employee's request and given every opportunity to be involved.

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

Steps	Who's involved	Records
Verbal warning	<ul style="list-style-type: none"> <li>Employee</li> <li>Ventia Leader</li> <li>Employee representative notified of disciplinary action if requested by employee</li> </ul>	Diary note
First written warning	<ul style="list-style-type: none"> <li>Employee</li> <li>Ventia Leader</li> <li>Employee representative or witness is requested by employee</li> </ul>	Note to file
Final written warning	<ul style="list-style-type: none"> <li>Employee</li> <li>Ventia Leader</li> <li>Employee Representative or witness if requested by employee</li> <li>Ventia Line Manager</li> </ul>	Note to file
Dismissal	<ul style="list-style-type: none"> <li>As above plus Ventia Senior Manager and the Employee representative or witness if requested by employee</li> </ul>	Note to file detailing the reason for dismissal.

## 37 FLEXIBILITY

37.1 The Employer and an employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement relates to:

- Clause 6.1 Part time employment for the purpose of family responsibilities or transitioning to retirement,
- Meal breaks.

The individual flexibility arrangement must:

- meet the genuine needs of the Employer and employee in relation to the matter mentioned in clause 37.2; and
- is genuinely agreed to by the Employer and employee; and
- is not inconsistent with section 55 of the Fair Work Act, which deals with interaction with the NES.

37.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

37.3 The Employer must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the Employer and employee; and
- 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
- includes details of:
  - the terms of this Agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - 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
  - states the day on which the arrangement commences.

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

37.5 The Employer or employee may terminate the individual flexibility arrangement:

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

## 38 CONSULTATION

38.1 This term applies if the Employer:

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

38.2 Major change

For a major change referred to in paragraph 38.1:

- the Employer must notify the relevant employees of the decision to introduce the major change; and
- subclauses 38.3 to 38.9 apply.

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

38.4 If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

38.5 As soon as practicable after making its decision, the Employer must:

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

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

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

38.8 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 subclause 38.2 and subclauses 38.3 and 38.5 are taken not to apply.

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

- the termination of the employment of employees; or
- major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or

- the need to relocate employees to another workplace; or
- the restructuring of jobs.

38.10 Change to regular roster or ordinary hours of work

For a change to regular roster or ordinary hours of work referred to in subclause 38.1:

- the employer must notify the relevant employees of the proposed change; and
- subclauses 38.11 to 38.15 apply.

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

38.12 If:

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

38.13 As soon as practicable after proposing to introduce the change, the Employer must:

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

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

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

38.16 In this term **relevant employees** means the employees who may be affected by a change referred to in subclause 38.1.



## 39 EMPLOYEE REPRESENTATIVES

- 39.1 The Employer recognises the role of the Union and all nominated employee representatives in representing those employees who freely choose to be Union members or represented by other employee representatives in employment matters. The Employer recognises that the Union and all nominated employee representatives have a legitimate interest in ensuring that nominated employee representatives can properly perform such representative functions on each occasion an employee wishes for them to do so, free from any unreasonable interference by any other party in accordance with relevant laws.
- 39.2 The Employer will grant nominated employee representatives reasonable paid time off work to complete the following functions subject to work commitment and safety not being compromised.
- 39.3 The Employer will permit employee representatives to:
- Consult and speak with those employees who choose to have the employee representative represent them about matters relating to their employment such as a grievance or dispute;
  - Consult and confer with Officials of the Union where the Official has entered the Employer's premises in accordance with the *Fair Work Act 2009* and subject to the Official complying with relevant laws relating to right of entry;
  - Consult with the employer including participating in any consultation process set out under this Agreement;
  - Where employees wish for them to do so, represent the interests of employees to the employer, and before industrial tribunals and courts where the Employer is satisfied that a nominated employee representative's involvement/attendance will contribute to the proper conduct of proceedings; and
  - Participate in any bargaining for an agreement to replace this agreement.
- 39.4 Where the Employer requires the nominated employee representative to return to work following a reasonable time to perform the functions listed above, the nominated employee representative will return to work as directed.
- 39.5 The Employer will provide a notice board in a prominent location in the workplace which is accessible to all employees and allow the employee representative nominated in accordance with Union rules to post Union notices and Union information on the notice board. Equally, any and all other employee representatives will be provided with the use of a notice board in the same or a similar position.
- 39.6 Employees will be entitled to meet with their nominated employee representatives on an as needs basis unless doing so compromises work commitments or safety in which case, alternative meeting time will need to be made.
- 39.7 The employer shall provide all nominated employee representatives with adequate resources to assist their duties, including access to:
- Telephone in a private location

- Photocopying facilities
- Computer, internet and email
- A suitable workplace location to conduct confidential discussions with those employees who choose to be represented by the employee representative
- Facsimile machine

39.8 The Employer will respect the privacy of the nominated employee representative's use of those facilities and will not monitor communications using those facilities.

39.9 Where they wish to do so, each nominated employee representative, will be able to attend courses for initial employee representative training, that are designed to provide skills and competencies that will assist the nominated employee representative to perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace. Upon application in writing these employee representatives will be granted up to 5 days paid leave to attend this training. Refresher or further employee representative training of up to 1 day per subsequent calendar year shall be granted to existing nominated employee representatives.

39.10 The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and provide at least 14 days' notice of the proposed training.

39.11 The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Employer shall not use this sub clause to avoid an obligation under this clause.

39.12 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

39.13 Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.

39.14 An employee will be required to satisfy the employer of attendance at the course to qualify for payment of leave.

39.15 An employee granted leave pursuant to this clause shall, upon request, inform the employer in writing of the nature of the course attended and their observations on it.

## 40 EMPLOYEE PRIVACY

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

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

The Company will display signage in areas of the workplace where there are overt surveillance devices under its control in operation. Covert surveillance will only be conducted in accordance with the applicable legislation.

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

This clause is subject to reasonable client requirements for monitoring and surveillance of its facilities.

## SCHEDULE 1 - CLASSIFICATIONS

Ventia Level	Ventia %	Comparable MA Classification	Indicative Utilised Skill Description
Ventia 11.2	131	C5	<ul style="list-style-type: none"> <li>Technical Officer.</li> </ul>
Ventia 9.5	122.5	C7	<ul style="list-style-type: none"> <li>Advanced Multi-task Tradesperson (Step 2).</li> <li>Planner.</li> </ul>
Ventia 8	115	C7	<ul style="list-style-type: none"> <li>Advanced Multi-task Tradesperson (Step 1).</li> <li>Appointed "leading hand" equivalent.</li> </ul>
Ventia 7	110	C8	<ul style="list-style-type: none"> <li>Multi-task Tradesperson (Step 2).</li> <li>Pressure Welder (CMV/Flux core wire).</li> </ul>
Ventia 6	105	C9	<ul style="list-style-type: none"> <li>Multi-task Tradesperson (Step 1).</li> <li>Pressure Welder (Tubes).</li> <li>Lube Technician.</li> </ul>
Ventia 5	100	C10	Base Tradesperson including: <ul style="list-style-type: none"> <li>Boilermaker.</li> <li>Fitter.</li> <li>Advanced Crane Driver (CT, C6 &amp; above).</li> </ul>
Ventia 4.3	98	C11	<ul style="list-style-type: none"> <li>Advanced Rigger + Advanced Scaffolder.</li> <li>Advanced Rigger + Intermediate Scaffolder.</li> <li>Intermediate Rigger + Advanced Scaffolder.</li> <li>Crane Driver*.</li> <li>Qualified NDT Inspector.</li> <li>Advanced Storeperson.</li> <li>Advanced Lube Attendant.</li> </ul>
Ventia 4.2	97	C11	<ul style="list-style-type: none"> <li>Intermediate Rigger.</li> <li>Intermediate Scaffolder.</li> <li>Intermediate Storeperson.</li> </ul>
Ventia 4.1	96	C11	<ul style="list-style-type: none"> <li>Storeperson.</li> <li>Basic Licensed Rigger.</li> <li>Basic Licensed Scaffolder.</li> </ul>
Ventia 4	95	C11	<ul style="list-style-type: none"> <li>Boiler Inspector.</li> <li>Lube Attendant.</li> </ul>
Ventia 3	90	C12	<ul style="list-style-type: none"> <li>Trades Assistant.</li> <li>Cleaner.</li> <li>Entry Storeperson.</li> <li>Peggy.</li> </ul>
Ventia 2	86	C13	
Ventia 1	81	C14	

\* Crane Driver at Ventia 4.3, includes CB, CN, C2, or Langen Wagon.

In the table above, "Steps" are applied in line with additional competencies.

Note: Each Role / Classification is defined in basic terms and is not limited to information that is contained within the descriptions. It is also assumed that all individuals will work down the classification structure and will carry out some duties of higher classifications where they are appropriately trained, the business need requires and it enhances the development of the individual.

## ATTACHMENT A – SHIFT GUIDELINE NOTES

### Yallourn Power Station & Mine Shift Working Times

These guidance notes have been drafted to clarify working times, rest break and pay arrangements for temporary shift working arrangements at Yallourn Power Station and Mine (and Jeeralang, if applicable). Shift work arrangements may be varied by the parties in accordance with the consultative process.

Some examples are attached.

Some routine maintenance work will also be carried out during outage periods. e.g. main firing mills. This will not be considered shift work unless specified.

For the duration of outages RDO's should not be banked unless otherwise agreed by the parties. It is the intention that the RDO's are utilised to provide rest days between shift legs. As far as practicable, duration of shifts will be managed to minimise fatigue.

The works are to be carried out on a straight roster – the day shift 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 rostered shifts, overtime is paid at double time and all meal breaks are paid.

Shift penalties for ordinary hours are paid in accordance with the following table (calculated on the employee's base rate of pay):

Shift type	Temporary shift work	Continuous shift work
Day	0%	0%
Afternoon	30%	15%
Night	30%	30%
Saturday	N/A	50%
Sunday	N/A	100%
Public holiday	150%	150%

Shift penalties are not cumulative.

During the first 7 weekdays of an employee's roster, 100% loading applies to ordinary hours but only to afternoon and night shifts worked during this period. Other conditions relevant to this entitlement are set out at clause 15.4.

Shift Work may be of varying hour durations, however for temporary shift work all hours in excess of 8 hours is paid at overtime rates.

#### WORKING ARRANGEMENTS: 10hr (Day) / 10hr (Night) HOUR SHIFT

##### DAY SHIFT – 10 HOURS (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins paid)	1:00PM – 1:30PM
Pay arrangement	Pay is 8 hours' ordinary time and 2 hours' overtime at the applicable overtime rate
Meal allowance	Not payable

##### NIGHT SHIFT – 10 HOURS (MONDAY TO FRIDAY):

Shift start time	5:00PM
Shift finish time	3:00AM
Brew (15 mins paid)	8:00PM – 8:15PM
Meal break (30 mins paid)	11:00PM – 11:30PM
Pay arrangement	<ul style="list-style-type: none"> <li>• Pay is 8 hours' ordinary time plus 100% loading and 2 hours' overtime at double time for the first 7 weekdays</li> <li>• Pay is 8 hours' ordinary time plus 30% shift loading and 2 hours' overtime at the applicable overtime rate for all subsequent week days</li> </ul>
Meal allowance	Not payable

##### DAY SHIFT (SATURDAY AND SUNDAY)

Shift start time	7:00AM
Shift finish time	5:00PM
Morning rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Pay arrangement	Pay is 10 hours overtime at the applicable overtime rate
Meal allowance	2 meal allowances payable

## NIGHT SHIFT (SATURDAY AND SUNDAY)

Shift start time	5:00PM
Shift finish time	3:00AM
Rest break (20 mins paid)	8:00PM – 8:20PM
Rest break (20 mins paid)	11:00PM – 11:20PM
Pay arrangement	Pay is 10 hours overtime at the applicable overtime rate
Meal allowance	2 meal allowances payable

## WORKING ARRANGEMENTS: 12 HOUR SHIFT

### DAY Shift – 12 hours (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	7:00PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins paid)	1:00PM – 1:30PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 8 hours' ordinary time and 4 hours' overtime at the applicable overtime rate
Meal allowance	Not payable

### NIGHT Shift – 12 hours (MONDAY TO FRIDAY)

Shift start time	7:00PM
Shift finish time	7:00AM
Brew (15 mins paid)	10:00PM – 10:15PM
Meal break (30 mins paid)	1:00AM – 1:30AM
Rest break (20 mins paid)	4:00AM – 4:20AM
Pay arrangement	<ul style="list-style-type: none"> <li>• Pay is 8 hours' ordinary time plus 100% loading and 4 hours' overtime at the applicable overtime rate for the first 7 weekdays</li> <li>• Pay is 8 hours' ordinary time plus 30% shift loading, and 4 hours' overtime at the applicable overtime rate for all subsequent weekdays</li> </ul>
Meal allowance	Not payable

### DAY Shift – 12 hours (SATURDAY AND SUNDAY)

Shift start time	7:00AM
Shift finish time	7:00PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 12 hours' overtime at the applicable overtime rate
Meal allowance	2 meal allowances payable



NIGHT Shift – 12 hours (SATURDAY AND SUNDAY)

Shift start time	7:00PM
Shift finish time	7:00AM
Rest break (20 mins paid)	10:00PM – 10:20PM
Rest break (20 mins paid)	1:00AM – 1:20AM
Rest break (20 mins paid)	4:00AM – 4:20PM
Pay arrangement	Pay is 12 hours' overtime at the applicable overtime rate
Meal allowance	2 meal allowances payable

**WORKING ARRANGEMENTS FOR SHORT TERM SHIFTWORK 7 DAYS DURATION OR LESS.**

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 labour is required to work on the designated work, they will be considered to be on the shift.

**Planned work**

Where prior notification is given to a period of shift work then the below method of payment shall be adopted. The day on which the shift work begins is the day to which the total hours worked consecutively are booked. This is also the case when the time worked spans through midnight.

	Mon	Tues	Wed	Thurs	Fri	Shift Premium
0:00		0:00	0:00	0:00	0:00	
1:00		1:00	1:00	1:00	1:00	
2:00		2:00	2:00	2:00	2:00	
3:00		3:00	3:00	3:00	3:00	
4:00		4:00	4:00	4:00	4:00	
5:00		5:00	5:00	5:00	5:00	
6:00		6:00	6:00	6:00	6:00	
7:00		7:00	7:00	7:00	7:00	
8:00		8:00	8:00	8:00	8:00	
9:00		9:00	9:00	9:00	9:00	
10:00		10:00	10:00	10:00	10:00	
11:00		11:00	11:00	11:00	11:00	
12:00		12:00	12:00	12:00	12:00	
13:00		13:00	13:00	13:00	13:00	
14:00		14:00	14:00	14:00	14:00	
15:00		15:00	15:00	15:00	15:00	
16:00		16:00	16:00	16:00	16:00	
17:00		17:00	17:00	17:00	17:00	
18:00		18:00	18:00	18:00	18:00	
19:00		19:00	19:00	19:00	19:00	
20:00		20:00	20:00	20:00	20:00	
21:00		21:00	21:00	21:00	21:00	
22:00		22:00	22:00	22:00	22:00	
23:00		23:00	23:00	23:00	23:00	
<b>Normal Ord Hrs</b>	8	8				
<b>Other Ord Hrs</b>		8	16	8	16	8
<b>1/2 O/T</b>						
<b>2T O/T</b>		4	8	4	8	8
<b>Stand Down</b>						8
<b>Paid</b>	8	24	24	24	8	

## Unplanned work

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 hrs. worked on that call in shall be attributed to the day that the hrs. commenced. i.e., the call in started at 19:00 on Tuesday. All 12 hrs. of that call in are 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 on the day following.

If there is a requirement to repeat the activity and the notice is given within the call in, then the work becomes a shift after the call in and the stand down day is paid at the end.

If notice is given after the call in is completed and during stand down, then the call-in process is repeated and stand down paid for that day. In the example shown below, 2 consecutive shifts are worked after the call in which concludes on Friday morning. In this case the paid stand down is provided on and paid to Friday.

	Mon	Tues	Wed	Thurs	Fri	Shift Premium
0:00		0:00	0:00	0:00	0:00	
1:00		1:00	1:00	1:00	1:00	
2:00		2:00	2:00	2:00	2:00	
3:00		3:00	3:00	3:00	3:00	
4:00		4:00	4:00	4:00	4:00	
5:00		5:00	5:00	5:00	5:00	
6:00		6:00	6:00	6:00	6:00	
7:00		7:00	7:00	7:00	7:00	
8:00		8:00	8:00	8:00	8:00	
9:00		9:00	9:00	9:00	9:00	
10:00		10:00	10:00	10:00	10:00	
11:00		11:00	11:00	11:00	11:00	
12:00		12:00	12:00	12:00	12:00	
13:00		13:00	13:00	13:00	13:00	
14:00		14:00	14:00	14:00	14:00	
15:00		15:00	15:00	15:00	15:00	
16:00		16:00	16:00	16:00	16:00	
17:00		17:00	17:00	17:00	17:00	
18:00		18:00	18:00	18:00	18:00	
19:00		19:00	19:00	19:00	19:00	
20:00		20:00	20:00	20:00	20:00	
21:00		21:00	21:00	21:00	21:00	
22:00		22:00	22:00	22:00	22:00	
23:00		23:00	23:00	23:00	23:00	
Normal Ord Hrs	8	2	2	8	16	
Other Ord Hrs				8	8	16
2T O/T Stand Down		12	24	4	8	8
Paid	8	6	6	4	8	8
	8	32	24	24	8	

Start Shift

- Planned Call In
- Normal Work Hours
- Paid Stand Down
- Planned Shift Work

## ATTACHMENT B – WORKING OF ROSTERED DAY OFF (RDO)

It is the intention that RDOs are to be taken on a regular basis as allocated as far as practicable.

In the event of breakdowns and planned outages where employees are requested to work, employees will have the ability to bank their RDOs up to 5 days and take them at a mutually acceptable time to meet the requirements of the work program. Such workdays shall be at ordinary rates of pay.

Employees in consultation with their Team Leader will clear banked RDOs within a reasonable period (not exceeding 6 weeks) to be negotiated with the work group leader. Where an employee has accrued 3 or more RDOs, the Company may discuss with that employee a suitable time for the RDOs to be taken. Should no agreement be reached, the company shall have the right to direct employees with greater than three accrued RDOs to take these RDOs. Regardless banked RDOs will be paid out to employees no later than the next general pay increase (except that sufficient hours will be retained to ensure an employee has time accrued to take their next scheduled RDO).

Employees who have 5 banked RDOs cannot be called in to work on a scheduled RDO. Minimum payment for Call ins on RDOs will be four (4) hours at the appropriate overtime rates as per the Agreement.

Should there be a need to have a person work their scheduled RDO the following parameters shall be adhered to:

### Pre-arranged work / Swapping of RDO

If the employee is notified at least 72 hours prior to the start of the scheduled RDO and the employee is in agreement, then the employee will be required to work as per a normal 8-hour day. The scheduled RDO will remain banked and taken as an alternative day off as agreed between the individual and Team Leader. In any case this shall be the next available mutually agreeable day. If the individual is required to work in excess of 8 hrs., then the excess hrs. shall be paid as per normal overtime rates. This also applies if the employee has a request to swap a scheduled RDO.

### Breakdown / Emergency Work/ Short Notice Requirement

In the event that there has been a breakdown or emergency work or otherwise required for the employee is notified less than 72 hours prior to the start of the scheduled RDO then the employee will be entitled to be paid at double time rates, and the RDO will be paid from the RDO bank. Employees can elect to bank time in lieu in accordance with the time in lieu process.

### Shift work

As mentioned in Attachment A “Shift Guideline Notes” the intention is to utilise the RDO’s to provide rest breaks in the shift legs. If, however a shift pattern is posted which requires a number of people to work on their scheduled RDO, they will be paid at the appropriate rates for shift and the RDO worked will remain banked and taken as an alternative day off agreed between the individual and their Team Leader.

Sick leave cannot be claimed on an RDO.

RDO Rosters shall be prepared for the site, indicating A & B rostering and shall be posted prior to the commencement of each calendar year. 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.

## ATTACHMENT C – NON-SALARY BENEFITS

### Energy Bills

Subject to continued availability from EnergyAustralia, Ventia may facilitate their employees participating in the EnergyAustralia Energy Plan which allows employees to purchase electricity and gas from EnergyAustralia at a discounted rate.

### Salary Sacrifice

Salary sacrifice arrangements are available for employees covered by this agreement. 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.

The parties agree that salary sacrifice arrangements will be made available subject to the following:

- That appropriate administrative arrangements can be made;
- That any salary sacrifice arrangement entered into does not result in any additional costs or expenses being incurred by the Company;

The parties note that such arrangements may include (but are not limited to):

- Superannuation contributions by the employee in addition to the Company's legal obligations to make contributions under the Superannuation Guarantee (Administration) Act 1992;
- Purchase of motor vehicles through novated lease or otherwise;
- 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.

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.

### First Aid Training

First Aid Level 2 training will be provided to employees and their partners at no cost. Training will be in the employee's own time, out of normal working hours and will be an unpaid attendance. Training will be arranged subject to the number of attendees to warrant conducting classes.

Note: The benefits listed are made available to permanent site-based employees only.

## ATTACHMENT D – MINE CONTINUOUS 12Hr DAY SHIFT WORKERS

### Mine Continuous 12hr day shift work and pay structure

The Mine 12hr day shift work and pay structure may be varied using consultative process as described in Section 29, Consultative Committee.

### Work Structure

Work will be carried out to a set 12 hours Shift Roster.

Day Shift means a 12-hour shift nominally from 6:30am to 6:30pm. Start and finish times can be varied by agreement. No penalty is payable for ordinary hours worked as Day Shifts Monday-Friday.

### Weekend and public holiday penalties

A penalty of 50% applies to any ordinary hours worked on a Saturday. A penalty of 100% applies to any ordinary hours worked on a Sunday. A penalty of 150% applies to any ordinary hours worked on a public holiday.

Applicable penalties will be incorporated into the Salary Averaging Concept Formula for the respective roster pattern worked by an employee. Shift penalties are not cumulative.

### Pay Structure

Continuous Shift workers will be paid an Average Weekly Wage using the salary averaging concept and based on a 36-hour week, (see Salary Averaging Concept Formula for more details).

### Annual Leave

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, this shall apply for permanent Yallourn Mine continuous shift workers.

Annual Leave entitlements for permanent full-time Continuous Yallourn Mine Shift Workers will be 5 weeks' x 36-hour week / 180 hours per annum. This will enable the take up of equivalent of 15 x 12-hour days of recreational leave per annum.

Leave will be deducted from accruals at the rate of 12 hours per day taken.

Annual leave loading of 17.5% will be paid.

### Public Holidays

Any rostered day worked which falls on a Public Holiday will be paid as:

12Hrs DT1/2 = 30Hrs NT (For payroll purposes this is currently paid as 12Hrs PH and 9Hrs DT = 30Hrs NT)

Note: When Annual Leave has been approved for a Rostered Day which falls on a Public Holiday the day will be paid as:

12Hrs PH (Public Holiday)

Any un-rostered Public Holiday will be paid as:

12Hrs. PH (For payroll purposes this is currently paid as 6Hrs DT = 12Hrs NT)

### Overtime

Any overtime worked outside rostered hours will be paid at double time rates.

### Family Picnic Day

Family Picnic Day is designed as the first Monday in December.

Continuous Shift work employees who attend the Family Picnic Day or who work the day can have a substitute 12-hour day off (at normal time rates) at a later date.

### RDO

Not applicable.

### Superannuation

Superannuation will be paid as per the provisions within the Agreement.

### Sick leave

Sick Leave will be paid as per the provisions in the Agreement.

### Termination of shift

Notice period to terminate the shift will be 30 days after notification in writing; however, shift penalties will be paid for 90 days from the actual shift termination date.

It is the Company's intention that consultation regarding any proposed termination of shift will be had with employees as early as possible.

### Availability duty

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

An employee on availability duty who performs work at home or any place away from normal workplaces, in response to a telephone call or an alarm signal concerning faulty conditions or interruptions to supply, shall be regarded as being on overtime for the period or periods concerned. Work shall include the making of necessary arrangements for other employees to attend to or otherwise deal with the said faulty conditions or interruptions to supply, or to give directions and/or instructions to other employees who are at work.

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

Normal call in provisions applies as per the Agreement if the employee is required to attend site.



An on-call Availability allowance is payable per day whilst on availability.

<b>Date payable from first full pay period or after the date shown</b>	<b>Allowance amount</b>
1 February 2023	\$127.57
1 February 2024	\$137.97
1 February 2025	\$141.42
1 September 2025	\$144.96
1 February 2026	\$148.58
1 September 2026	\$152.29

### Salary averaging concept formula example

The salary averaging concept formula in this example is based on an 8 week rotating shift roster and is calculated as follows:

- 24 shifts at 12 hours per shift = 288 total hours every 8 weeks.
- The 288 hours over 8 weeks' averages to 36 hours per week.
- The roster is comprised of 16 shifts at 12 hours per shift worked between Monday-Friday and 4 shifts at 12 hours per shift worked on both Saturdays and Sundays.
- The weekend allowance is calculated based on the specific roster pattern and yields a 25% weekly allowance for working on weekends (averaged over the roster).
- Fares and Travel is calculated based on 3 travel allowances per week (averaged over the roster).
- The 36 ordinary hours (average) is paid at 36 hours' Normal time rates.
- All overtime is paid at double time rates.
- There is no Night or Afternoon Shift built into this roster and therefore no shift penalties apply.

### First full pay period on or after 1 February 2024

	Ventia 5 100%	Ventia 6 105%	Ventia 7 110%	Ventia 8 115%	Ventia 9.5 122.50%
Normal time (36hrs)	\$2,160.90	\$2,268.95	\$2,376.99	\$2,485.04	\$2,647.10
Weekend allowance	\$540.23	\$567.24	\$594.25	\$621.26	\$661.78
Fares and travel	\$134.43	\$134.43	\$134.43	\$134.43	\$134.43
Total weekly pay	\$2,835.56	\$2,970.61	\$3,105.67	\$3,240.72	\$3,443.31

### First full pay period on or after 1 February 2025

	Ventia 5 100%	Ventia 6 105%	Ventia 7 110%	Ventia 8 115%	Ventia 9.5 122.50%
Normal time (36hrs)	\$2,214.92	\$2,325.67	\$2,436.41	\$2,547.16	\$2,713.28
Weekend allowance	\$553.73	\$581.42	\$609.10	\$636.79	\$678.32
Fares and travel	\$137.79	\$137.79	\$137.79	\$137.79	\$137.79
Total weekly pay	\$2,906.44	\$3,044.87	\$3,183.31	\$3,321.74	\$3,529.39

### First full pay period on or after 1 September 2025

	Ventia 5 100%	Ventia 6 105%	Ventia 7 110%	Ventia 8 115%	Ventia 9.5 122.50%
Normal time (36hrs)	\$2,270.29	\$2,383.80	\$2,497.32	\$2,610.83	\$2,781.11
Weekend allowance	\$567.57	\$595.95	\$624.33	\$652.71	\$695.28
Fares and travel	\$141.24	\$141.24	\$141.24	\$141.24	\$141.24
Total weekly pay	\$2,979.10	\$3,121.00	\$3,262.89	\$3,404.78	\$3,617.62

### First full pay period on or after 1 February 2026

	Ventia 5 100%	Ventia 6 105%	Ventia 7 110%	Ventia 8 115%	Ventia 9.5 122.50%
Normal time (36hrs)	\$2,327.05	\$2,443.40	\$2,559.76	\$2,676.11	\$2,850.64
Weekend allowance	\$581.76	\$610.85	\$639.94	\$669.03	\$712.66
Fares and travel	\$144.78	\$144.78	\$144.78	\$144.78	\$144.78
Total weekly pay	\$3,053.59	\$3,199.03	\$3,344.47	\$3,489.91	\$3,708.08

First full pay period on or after 1 September 2026

	Ventia 5 100%	Ventia 6 105%	Ventia 7 110%	Ventia 8 115%	Ventia 9.5 122.50%
Normal time (36hrs)	\$2,385.23	\$2,504.49	\$2,623.75	\$2,743.01	\$2,921.91
Weekend allowance	\$596.31	\$626.12	\$655.94	\$685.75	\$730.48
Fares and travel	\$148.41	\$148.41	\$148.41	\$148.41	\$148.41
Total weekly pay	\$3,129.95	\$3,279.02	\$3,428.10	\$3,577.18	\$3,800.79

## ATTACHMENT E – EXAMPLES OF OVERTIME ARRANGEMENTS

### WORKING ARRANGEMENTS: 10 HOUR DAYS

#### MONDAY TO FRIDAY: (9½ hours paid for weekdays)

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (15 mins paid)	9:45AM – 10:00AM
Meal break (30 mins not paid, as it is not inclusive of ordinary hours)	12:30PM – 1:00PM
Pay arrangement	Pay is 8 hours' ordinary time and 1.5 hours at the applicable overtime rate
Meal allowance	Not payable

#### SATURDAY (if worked):

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (15 mins paid)	9:45AM – 10:00AM
Rest break (20 mins paid)	12:40PM – 1:00PM
Pay arrangement	Pay is 10 hours overtime at the applicable overtime rate
Meal allowance	2 meal allowance payable

#### SUNDAY (if worked):

Shift start time	7:00AM
Shift finish time	5:00PM
Brew (20 mins paid)	9:40AM – 10:00AM
Rest break (20 mins paid)	12:40PM – 1:00PM
Pay arrangement	Pay is 10 hours overtime at the applicable overtime rate
Meal allowance	2 meal allowance payable

### WORKING ARRANGEMENTS: 11.5 HOUR DAYS

#### MONDAY TO FRIDAY: (11 hours paid for weekdays) DAY Work – 11.5 hours (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	6:10PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins unpaid)	12:14PM – 1:10PM)
Pay arrangement	Pay is 8 hours' ordinary time and 3 hours overtime at the applicable overtime rate
Meal allowance	1 meal allowance payable

#### DAY Work – 11.5 hours (SATURDAY)

Shift start time	7:00AM
Shift finish time	6:10PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Pay arrangement	Pay is 11.5 hours overtime at the applicable overtime rate
Meal allowance	2 meal allowance payable

#### DAY Work – 11.5 hours (SUNDAY)

Shift start time	7:00AM
Shift finish time	6:10PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Pay arrangement	Pay is 11.5 hours overtime at the applicable overtime rate
Meal allowance	2 meal allowance payable

#### WORKING ARRANGEMENTS: 12 HOUR DAYS

##### DAY Work – 12 hours (MONDAY TO FRIDAY):

Shift start time	7:00AM
Shift finish time	7:30PM
Brew (15 mins paid)	10:00AM – 10:15AM
Meal break (30 mins unpaid)	1:00PM – 1:30PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 8 hours' ordinary time, 4 hours overtime at the applicable overtime rate
Meal allowance	1 meal allowance payable

##### DAY Work – 12 hours (SATURDAY)

Shift start time	7:00AM
Shift finish time	7:00PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 12 hours' overtime at the applicable overtime rate
Meal allowance	2 meal allowance payable

DAY Work – 12 hours (SUNDAY)

Shift start time	7:00AM
Shift finish time	7:00PM
Rest break (20 mins paid)	10:00AM – 10:20AM
Rest break (20 mins paid)	1:00PM – 1:20PM
Rest break (20 mins paid)	4:00PM – 4:20PM
Pay arrangement	Pay is 12 hours' overtime at the applicable overtime rate
Meal allowance	2 meal allowance payable

SIGNATORIES

Signed for and on behalf of the employer <b>Ventia Utility Services Pty Ltd</b>	
<b>Full name of person signing the agreement</b>	Lindsay Fawcett
<b>Explanation of the person's authority to sign the agreement</b>	Ventia Operations Director
<b>Address:</b>	167 Cremorne Street Cremorne, Vic, 3121 Australia
<b>Signature:</b>	<i>Lindsay Fawcett</i>
<b>Date:</b>	31st October 2024

Signed for and on behalf of the <b>AUSTRALIAN MANUFACTURERS WORKERS UNION (AMWU):</b>	
<b>Full name of person signing the agreement</b>	<i>Tony Piccolo</i>
<b>Explanation of the person's authority to sign the agreement</b>	<i>ASSISTANT STATE SECRETARY AMWU.</i>
<b>Address:</b>	<i>251 QUEENSBERRY CARLTON VICTORIA, 3053</i>
<b>Signature:</b>	
<b>Date:</b>	<i>8-11-24</i>

Signed for and on behalf of the **CONSTRUCTION FORESTRY MARITIME ENERGY UNION (CFMEU):**

<b>Full name of person signing the agreement</b>	
<b>Explanation of the person's authority to sign the agreement</b>	
<b>Address:</b>	
<b>Signature:</b>	
<b>Date:</b>	