

# DECISION

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

**Vecta Group (Pty) Ltd**  
(AG2024/1340)

## **VECTA GROUP LTD GAS PLANT GREENFIELD MECHANICAL MAINTENANCE SERVICES AGREEMENT 2023-2026**

Building services

COMMISSIONER TRAN

MELBOURNE, 7 MAY 2024

*Application for approval of the Vecta Group Ltd Gas Plant Greenfield Mechanical  
Maintenance Services Agreement 2023-2026*

[1] Vecta Group (Pty) Ltd has applied for approval of an agreement known as the *Vecta Group Ltd Gas Plant Greenfield Mechanical Maintenance Services Agreement 2023-2026* (the Agreement) under s 185 of the *Fair Work Act 2009* (the Act).

[2] This is a greenfields agreement that meets the requirements of s 172(2)(b) of the Act.

[3] I am satisfied that each of the requirements of ss 186 and 187 of the Act as are relevant to this application for approval have been met.

[4] In accordance with s 187(5)(a) of the Act, I am satisfied that the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the Australian Workers’ Union are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it.

[5] I am also satisfied that it is in the public interest to approve the Agreement.

[6] The Applicant has provided written undertakings, and a copy of the undertakings is attached in Annexure A. In accordance with s 191(1) of the Act, the undertakings are taken to be a term of the Agreement.

[7] I note that Clause 15.7 is inconsistent with the National Employment Standards as it is inconsistent with s 117 of the Act. Given the NES precedence clause at Clause 5 of the agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

**[8]** Pursuant to s 53(2)(b) of the Act I note the Agreement was made with the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the Australian Workers’ Union and that the Agreement covers these organisations.

**[9]** The Agreement is approved and, in accordance with s 54 of the Act, will operate from 14 May 2024.

**[10]** In accordance with Clause 4, the nominal expiry date of the Agreement is 30 June 2026.

COMMISSIONER

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**Annexure A**





































































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I, Tony Sirsen , Director, have the authority given to me by Vecta Group (Pty) Ltd to give the following undertakings with respect to the Agreement:

FÈÁ For the purposes of clause 18.4 (Dispute Settlement Term) of the Agreement, this clause shall be read in conjunction with the below:

Either party may appoint another person, organisation or association that is independent of the employers, employees or employee organisations covered by the agreement, to settle disputes:

- (i) about any matters arising under the agreement; and
- (ii) in relation to the National Employment Standards; and
- (iii) that allows for the representation of employees covered by the agreement for the purposes of that procedure.

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