



# 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**

**IN THE FAIR WORK COMMISSION**

***Fair Work Act 2009 (Cth) ("FW Act")***

**Matter number:**

**AG2024/1340**

**Applicant:**

**Vecta Group (Pty) Ltd**

**Section 185 – Application for  
Approval of the Vecta Group Ltd  
Gas Plant Greenfield Mechanical  
Maintenance Services Agreement  
2023 - 2026**

## **Undertaking – Section 190**

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:

1. 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.

  
\_\_\_\_\_  
Signature

02/05/2024  
\_\_\_\_\_  
Date

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

**VECTA GROUP PTY LTD**

**GAS PLANT**

**GREENFIELD**

**MECHANICAL MAINTENANCE**

**SERVICES AGREEMENT**

**2023 - 2026**

**REV 0**

## 1. TITLE

This agreement will be known as the VECTA GROUP LTD GAS PLANT Greenfield Mechanical Maintenance SERVICES Agreement 2023-2026.

## 2. ARRANGEMENT

<u>Clause No.</u>	<u>Subject</u>
30	Accident Pay
25	Annual Leave
12	Apprenticeships
2	Arrangement
35	Communications
10	Consultation
19	Consultative Committee
16	Contractors
36	Counselling and Disciplinary Procedure
4	Date & Period of Operation
18	Dispute Settlement Procedure
9	Employee Representatives
15	Contract of Employment
20	Facilities
28	Flexibility Clause
23	Hours of Work and Leisure Time
21	Income Protection
32	Industrial Clothing
8	Industrial Relations Training Leave
29	Jury Service
34	Living Away From Home
7	Long Service Leave
22	No Extra Claims
27	Parental Leave
3	Parties Bound, Scope of Agreement
26	Personal Leave
24	Public Holidays
14	Reclassification & Competency Standards
11	Redundancy
5	Relationship to Parent Award
31	Overtime
17	Superannuation
1	Title
13	Training
6	Wages & Allowances
33	Wash Up Time



### **3. PARTIES BOUND, SCOPE OF AGREEMENT**

#### **3.1 This Agreement binds**

- Vecta Group Pty Ltd and
- Employees of Vecta Group Pty Ltd engaged to work under this Agreement whether member of a Union or not.
- The Australian Manufacturing Workers Union (AMWU) and
- The Australian Workers Union (AWU) "The Unions"

A reference in this Agreement to "parties" does not confer a right on an organisation bound by this Agreement to represent an employee bound by this Agreement unless the organisation has first been appointed or authorised by an employee or employees bound by this Agreement.

#### **3.2 This agreement applies to all of the company employees who are employed in a classification of work contained in the Agreement and who perform that work at the**

- Orbost Gas Plant
- Bass Gas - Lang Lang Gas Plant
- Petrochemical Sites
- Esso Onshore Sites - Longford, Long Island Point & Barry Beach ((specifically excluded from this agreement).

in Victoria and its associated pipelines and onshore facilities, on work involving repair, replacement, renovation, rehabilitation, upgrades and overhaul of plant and equipment and other maintenance activities.

### **4. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the first full pay period on or after the date of approval with Fair Work Commission and shall have a nominal expiry date of 30 June 2026.

### **5. RELATIONSHIP TO AWARD AND OTHER TERMS**

The Terms of the Manufacturing and Associated Industries and Occupations Award 2010 or its successor award(s) ("Award") as varied from time to time are incorporated into this agreement (the Award) provided that:

When there is inconsistency between the terms of the Award and the terms of the Agreement the terms of this Agreement shall prevail to the extent of any inconsistency variations to the Award that are detrimental to the employees covered by this Agreement will not apply. Other than as expressly provided for in this Agreement any facilitative arrangements or Award flexibility clause in the Award shall not be used.

This Agreement supersedes and replaces all previous agreements and awards.

Where any dispute arises about how the provisions of the Agreement are to apply, the provisions of the Award will be used as a guide in the interpretation and application of this Agreement.

The Incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of an award. For example, the loadings, penalties

and allowances in the Award to the extent they are not inconsistent with the terms of this Agreement, apply to the rates of pay under the Agreement, not the Award rate.

Nothing in the Agreement is intended to modify or provide a lesser benefit than the National Employment Standards as prescribed in the Fair Work Act 2009. Where the NES is varied to provide a benefit higher than that contained in this Agreement, the lower benefit contained in the Agreement shall be null and void and the benefit contained in the NES shall apply.

## 6. WAGES AND ALLOWANCES

**6.1** Subject to sub-clauses 6.2 and 6.3 of this Agreement, the employer shall increase the wages of employees that are bound by this Agreement by the percentages, and from the first pay period on or after the dates set out below.

3.0% on and from the first full pay period on or after the 1<sup>st</sup> July 2023

3.0% on and from the first full pay period on or after the 1<sup>st</sup> July 2024

3.0% on and from the first full pay period on or after the 1<sup>st</sup> July 2025

Classification	Weekly rate 1 July 2022 2.5%	Weekly rate 1 July 2023 3.0%	Weekly rate 1 July 2024 3.0%	Weekly rate 1 July 2025 3.0%
C8 Special Class Trade 110%	\$1934.95	\$ 1,993.00	\$ 2,052.79	\$ 2,114.37
C9 Intermediate Trade 105%	\$1847.00	\$ 1,902.41	\$ 1,959.48	\$ 2,018.27
C10 Base Trade, Crane Crew 100%	\$1759.05	\$ 1,811.82	\$ 1,866.18	\$ 1,922.16
C10.5 Rigger/Scaffolder/Dogman 95%	\$1671.09	\$ 1,721.22	\$ 1,772.86	\$ 1,826.05
C11 Base Scaffolder / Base Rigger 92.4%	\$1625.36	\$ 1,674.12	\$ 1,724.34	\$ 1,776.07
C12 Trades Assistant 87.4%	\$1537.41	\$ 1,583.53	\$ 1,631.04	\$ 1,679.97

**6.2** The wage rates in this agreement, apply for all purposes of this agreement and the Award. For the avoidance of doubt, any loading, penalty rate, allowance or other benefit which would otherwise be calculated on the Incorporated Terms rate of pay shall be deemed by the operation of this agreement, to operate in respect to the rate of pay and the percentages in 6.1





**6.3** All allowances and special rates shall be increased by the percentage in 6.1 above.

Allowance	1/07/2022	1/07/2023 3.0%	1/07/2024 3.0%	1/07/2025 3.0%
<b>Meal Allowance</b>	\$18.69 per meal	\$ 19.25	\$ 19.83	\$ 20.42
<b>First Aid Allowance</b>	\$22.36 per week	\$ 23.03	\$ 23.72	\$ 24.43
<b>Fares &amp; Travel up to 50km</b>	\$59.03 per day	\$ 60.80	\$ 62.62	\$ 64.50
<b>Fares &amp; Travel 50km – 100km</b>	\$81.22 per day	\$ 83.66	\$ 86.17	\$ 88.75
<b>Tool Allowance</b>	\$38.39 per week	\$ 39.54	\$ 40.73	\$ 41.95
<b>Shutdown Allowance</b>	\$2.23 per hour	\$ 2.30	\$ 2.37	\$ 2.44

**6.4** Travel Time. All travel outside of normal hours will be paid as per award.

**6.5** Not used

**6.6** Not used

**6.7 Leading Hand Allowance**

Leading hands in charge of three or more people shall receive the additional amount of \$ 2.50 per hour from July 1, 2023, paid as an all-purpose allowance as per the provisions of the award. This allowance will only apply to employees appointed by the company to be a leading hand. This rate will increase in accordance with sub clause 6.1 above.

**6.8 First Aid Allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualification such as a certificate from the St John Ambulance or similar body must be paid the first aid allowance per week extra if that employee is appointed by the company to be the designated person to perform first aid duty.

**6.9 Tool Allowance**

For supplying and maintaining hand tools ordinarily required in the performance of their work, tradespersons and apprentices will be paid an all-purpose tool allowance per week. This rate will increase in accordance with percentage increases under this agreement. Tradespersons or apprentices shall replace or pay for any tools supplied by their employer which are lost or damaged as a result of negligence on the part of the employee.

The allowance applies to an apprentice on the same percentage basis as their rates of pay.

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**6.10 Fares and Travel Allowance**

Employees will be entitled to the following Fare and Travel Allowance:

- Employees whose residence is within a distance of 50kms by the road from the Gas Plant shall receive the amount in clause 6.3 per day worked; and
- Employees whose residence is located at a distance greater than 50kms and up to 100kms by road from the Gas Plant shall receive the amount in clause 6.3 per day worked.

Fares and travelling allowance shall not be taken into account when calculating overtime, penalty rates annual or sick leave but should be payable on any day which the employee in accordance with the company's requirements works or reports for work or allocation of work and or accumulated rostered days off. The fares and travel allowance will increase in line with sub clause 6.3 above.

Provided payment shall not be made:

- For any day on which the employee is absent from work for any reason
- For any day the company provides or offers to provide transport from whether the employee is living to the project site and return.

For employees in receipt of a Living Away from Home Allowance, the employees place of residence for the purpose of calculating fares and travel allowance shall be deemed the residence nominated as their place of abode in the local area for the duration on their employment under this Agreement.

**6.11 Shutdown Allowance**

An allowance as per Table in Clause 6.3 above shall be paid for planned shutdowns at the Gas plant facilities listed in clause 3.2 that involve boundary isolation for the duration of the planned activity once the boundary isolations are in place.

The all-purpose Allowance will be paid for each hour worked when work is performed as part of the planned Shutdown program and will cease when the boundary isolations are removed. This rate will increase in line with percentage increases in sub clause 6.3 above.



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**7. LONG SERVICE LEAVE**

Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the Construction Industry Long Service Leave Act 1997 Vic.

At the time of applying to take a period of long service leave an employee may request to take an equal period of unpaid leave to be taken in conjunction with their long service leave. Approval of such a period of unpaid leave will be at the discretion of management, must fit within operation requirements however will not be unreasonably withheld. Periods of unpaid leave of less than one week's duration will not be approved.

**8. INDUSTRIAL RELATIONS TRAINING LEAVE**

Employees covered by this agreement that are duly elected/appointed as the employee represented shall be allowed up to 5 days paid leave per annum (non-cumulative) to attend industrial relations training courses conducted or approved by the parties to this Agreement, provided that reasonable notice has been given to the company. The company may grant additional leave where additional training is regarded as beneficial to the enterprise.

**9. EMPLOYEE REPRESENTATIVES**

**9.1** The company shall recognise duly elected/appointed employee representatives. Subject to notifying their supervisor, the employee representatives shall be allowed reasonable access and opportunity during paid working hours to meet employees, the company or the company's representative, or the relevant official in order to attend to matters affecting employees whom they represent.

**9.2** Employee representative and elected occupational health and safety representative shall be provided access when needed to facilities such as telephone, photocopier.

**9.3** Employee representative and elected occupational health and safety representative shall not be docked for attending meetings with their union or hearing of the Fair Work Commission that involve the parties.

**10. CONSULTATION**

Consultation term

(1) This term applies if the employer:

(a) Plans to make 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

(b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

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

(a) The employer must notify the relevant employees of the decision to introduce the major change; and

(b) Subclauses (3) to (9) apply.

- (3) The relevant employees may appoint a representative for the purpose of the procedures in this term.
- (4) If:
  - (a) A relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation; and
  - (b) The employee or employees advise the employer of the identity of the representative the employer must recognise the representative.
- (5) As soon as practicable after making its decision the employer must
  - (a) Discuss with the relevant employees
    - (i) The introduction of the change; and
    - (ii) The effect of the change is likely to have on the employees; and
    - (iii) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) For the purpose of the discussion-provide, in writing to the relevant employees:
    - (i) All relevant information about the change including the nature of the change proposed; and
    - (ii) Information about the expected effects of the change on the employees; and
    - (iii) Any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2) (a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
  - (a) The termination of the employment of employees; or
  - (b) Major change to the composition operation or size of the employer's workforce or to the skills required of employees; or
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) The alteration of hours of work; or
  - (e) The need to retrain employees; or
  - (f) The need to relocate employees to another workplace; or
  - (g) The restructuring of jobs. Change to regular roster or ordinary hours of work.
- (10) For a change referred to in paragraph (a) (b):
  - (a) The employer must notify the relevant employees of the proposed change; and
  - (b) Subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) A relevant employee appoints irrelevant employees appoint, a representative for the purpose of consultation; and
  - (b) The employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) Discuss with the relevant employees the introduction of the change; and



- (b) For the purpose of the discussion-provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(15) The employer must give prompt and genuine consideration to matter raise about the change by the relevant employees.

(16) In this term:

**Relevant employees** mean the employees who may be affected by a change referred to in subclause (1).

## 11. REDUNDANCY

### 11.1 Consultation and provision of information

- (i) Where the company has made a decision that the company no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the company shall hold discussions with the employees directly affected and with their employee or other representative.
- (ii) the discussion shall take place as soon as is practicable after the company has made a definite decision, which will invoke the provisions of paragraph (i) hereof and shall cover inter alia, any reasons for the proposed termination, measures to avoid or minimise the termination and measure to mitigate any adverse effects of any termination on the employee(s) concerned.
- (iii) For the purpose of the discussion the company shall, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned and their employee or other representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that the company shall not be required to disclose confidential information, the disclosure of which would be inimical to the company's interests.
- (iv) in the event of redundancies occurring the employer shall ask for volunteers before pursuing involuntary redundancies. Whilst ever reasonable effort will be made to accommodate volunteers, the employer reserves the right to reject volunteers on the basis of skills requirements.
- (v) If redundancies are still necessary after following the procedures set out above the severance and the provisions of the incorporated terms shall apply or as otherwise provided by the Agreement.
- (vi) An amount of \$110.00 per week will be paid into Protect for employees in lieu of accruing an entitlement to severance pay from 1/7/2023. The amount payable per week into these funds will increase to \$120 per week from 1/7/2024 and \$130 per week from 1/7/2025 and will not be less than NES entitlement or Company top up as required.

### 11.2 Statement of Employment



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

## 12 APPRENTICESHIPS

**12.1** The parties are committed to providing increased employment opportunities for the apprentices and trainees. Apprentices and Trainees will be paid for attending the required schooling to complete their apprenticeship or traineeship.

**12.2** In relation to its overall operations in Victoria, Vecta Group undertakes that its scale of apprenticeship engagement will exceed the following:

- Less than 5 permanent metal tradesperson Optional
- 5 - 10 permanent metal trades person 1 apprentice
- 11 - 20 permanent metal tradesperson 2 apprentices
- 21 - 30 permanent metal tradesperson 3 apprentices
- 31 - 100 permanent metal trades person 4 apprentices
- 101 plus permanent metal tradesperson 5 apprentices

The parties will meet every 6 months during the agreement to ensure these objectives are met.

**12.3** All apprentices shall be supervised by an appropriately qualified tradesperson.

**12.4** Junior Apprentices will be paid the following percentages of the CIO rate of pay as set out in this Agreement.

Year	Percentage Before 1/1/15	Percentage without yr.12 Schooling	Percentage with yr 12 schooling
First Year	42%	50%	55%
Second Year	55%	60%	65%
Third Year	75%	75%	75%
Fourth Year	88%	90%	90%

**12.5** Adult apprentices shall be paid the highest wage rate arising from the application of the following 3 options:

- a) The C12 rate of this agreement whilst undertaking their apprenticeship until the rate of pay set out for apprentices in Appendix A exceeds the C12 rate of this Agreement. When the appropriate pay rate in Appendix A exceeds the C12 rate of the Agreement, adult apprentices shall be entitled to that rate; or
- b) Where the person was employed by the company immediately prior to becoming an adult apprentice with the company, such person shall not suffer any reduction in their rate of pay by virtue of becoming indentured; or
- c) The wage rates for apprentices as provided under subclause 12.4 of this Agreement.

## 13 TRAINING

The company will facilitate quality training and development of its employees. Where an employee undertakes training required by the company it shall be at the company's expense and as far as practicable in the employees 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 company, the company will provide assistance to the employee in terms that the company approves for this to occur.

Training is crucial to personal development and company advancement; the Agreement identifies the intention set out in our corporate vision revolving around a high profile and creditable organisation who cares for their employees whilst actively achieving growth and profitability.

Vecta Group Pty Ltd encourages its employees to undertake any such training which to the maximum extent can be accredited and is consistent with national competency standards appropriate to our business needs.

#### **Company Initiated Training**

Employees shall undertake training and retraining as required by the company. The company will pay costs directly associated with training whether it is formal, internal and external or on the job. Time off without loss of pay will be provided. However, if external training extends beyond the normal hours of work, then prior to the commencement of the training an agreement will be made between the employees' representative and management as to whether payment for that time will be made.

#### **Employee Initiated Training**

Employees planning to undertake further training should discuss the matter with their divisional manager. The company will consider reimbursement part, or all of the costs associated with the training, provided that the training has relevance to the company's current or future needs. Where the company agrees to reimburse part, or all of the costs associated with the training the employee will be notified in writing.

### **14. RECLASSIFICATION AND COMPETENCY STANDARDS**

The parties agree that employees will have access to reclassification and career path progression consistent with the provision of the award and any agreed classification. The relativities as set out in the classification structure at Clause 6.1 of this Agreement and shall be calculated from the C10 rate. Assessment skills within the relativities of the classification structure will utilise the National Metal and Engineering Competency Standards.

### **15. CONTRACT OF EMPLOYMENT**

#### **15.1 Weekly Employment (Full Time)**

All employees not specifically engaged as casual employees shall be full time employees.

#### **15.3 Casual Employment**

The company confirms its commitment to maintaining a high level of full-time employment and to limit wherever practicable engagement on a short term or casual basis. Casual employees however may be employed at any time. In this regard it is agreed that generally the continuous period for which a



casual employee can be engaged shall be eight (8) weeks. Whilst it is not expected that a casual would be employed for longer than two months, if this does occur the company will reach agreement with its employee representative to extend the period up to twelve weeks. If the position continues beyond the continuous period of twelve (12) weeks, then the casual shall thereafter be engaged on weekly hire as a full-time employee. Where a casual employee is engaged to undertake a shutdown project the period of engagement will be up to 14 weeks or the period of the shutdown, whichever is the greater. A casual employee for working ordinary time, shall be paid per hour on thirty-sixth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty five percent (25%). The loading shall also apply on overtime hours paid.

A casual employee who reports for work at the prescribed start time each day shall be entitled to payment for a minimum of 7.2 hours ordinary time work (including RDO accrual) plus the relevant fares and travel allowance.

A casual employee is not entitled to any paid leave benefits of this agreement including annual holidays, sick leave, bereavement leave, or public holidays (excluding first Monday in December)

#### 15.4 Probationary Period

All weekly employees are required to serve an initial probationary period. Subject to satisfactory performance or availability of work, the probationary period will not exceed thirteen (13) weeks duration.

#### 15.5 Termination of Employment

Weekly Hire

Termination of Employment will be given as per the following scale:

Period of Continuous Service	Period of Notice
less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the above notice employees over 45 years of age at the time of notice being issues, with not less than two years continuous service shall be entitles to an additional weeks' notice.

Where the company fails to give the appropriate notice then payment in lieu of the notice shall be applicable. Provided that the employment may be terminated by part of the period of notice specifies and part payment in lieu thereof.

Where payment in lieu is applicable the weekly calculation will be based on the hours that the employee would have normally worked had the employment continues until the end of the required period of notice. Payment will include allowances and penalties normally prescribed for the hours in question.

Where an employee (other than casual) terminates their own employment one weeks' notice shall be given. Where the employee fails to provide the required notice period, one week's pay shall be forfeited.

Termination of a Casual employee's period or engagement shall be given by no less than one (1) hour notice by either side or payment or forfeiture of one (1) hour wages as the case may be.

Any time remaining in an employee's RDO bank at the time of termination will be paid at time and a half for first two hours and double time thereafter.

#### 15.6 Statement of Employment

The company will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of the type of work performed by the employee. At the additional request of the employee, an evaluation of conduct and performance will also be outlined.

### **15.7 Dismissal**

Notwithstanding the provisions of sub clauses 15.5 hereof, the company will have the right to dismiss any employee without notice, for conduct that justifies instant dismissal. In such case the wages shall be paid up to the time of dismissal only.

Where an employee is absent from work for a continuous period exceeding three working days without the consent of the company and without notification to the company shall be prima facie evidence that the employee has abandoned his/her employment.

Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

### **15.8 Standing Down of Employees**

Notwithstanding anything contained in this clause, the company will have the right to deduct payment for any day an employee cannot be usefully employed because of a strike, or through any breakdown in machinery or any stoppage of work by any clause for which the company cannot reasonably be held responsible.

### **15.9 Timekeeping**

Notwithstanding anything stated elsewhere in this agreement. The company may select and utilise for time keeping purposes any fraction or decimal proportion of an hour (not exceeding fifteen minutes) and will apply such a proportion in the calculation of working time (including overtime) of an employee.

### **15.10 Payment of Wages**

Wages due will be paid by electronic funds transfer into the employees nominates bank or other financial institution account. Wages will be paid weekly and (subject only to Public Holiday delays) be available no later than close of business on the Thursday following the end of the relevant pay period. Employees will receive their pay slips on a weekly basis as soon as practicable on or after pay-day.

The pay advised slip shall conform with the Fair Work Regulations 3.46 and include the following detail:

- The name of the employer
- The name of the employees
- The classification of the employee
- The date on which the payments were made
- The period to which the payment relates
- If the employee is paid an hourly rate of pay
  - the ordinary hourly rate; and
  - the number of hours in that period for which the employee was employed at that rate and;
  - the amount of payment made at that rate
- If the employee is not paid at an hourly rate of pay
  - that rate as at the latest date to which the payment relates expressed as an hourly rate.
- The gross amount of the payment



- The net amount of payment any amount paid that is an incentive-based payment, bonus, loading monetary allowance, penalty rate or other separately identifiable payment the employee has
- The details in respect of each amount deducted from the gross amount of payment including the name, or the name and number, of the fund or account into which the deduction was paid.
- If the employee is required to make superannuation contributions for the benefit of the employee:
  - the amount of each contribution made for the benefit of the employee during the period to which the pay slip relates; and
  - the name of any fund to which that contribution was made

An employee whose services terminated by the employer shall receive payment of wages due into their nominated account on the day of termination or on the next working day.

#### **15.11 Time and Wages Record**

In accordance with statutory requirements, the company shall keep or cause to be kept at all times, a time and wages book or other time and wages record for each employee. Payroll inspections may be conducted by persons authorised under the Act to do so and will be conducted strictly in accordance with statutory provisions.

#### **15.12 Work Practices and Compliance**

15.12.1 The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

15.12.2 The company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

15.12.3 Any direction issues by the company pursuant to 15.12.1 and 15.12.2 will be consistent with the company's responsibilities to provide a safe and healthy working environment.

### **16. CONTRACTORS, LABOUR HIRE AND GROUP TRAINING SCHEMES**

The parties agree that the use of contractors can give rise to dispute. Accordingly, the parties agree to resolve any dispute over the use of contractors in accordance with the Dispute Settlement Procedure contained in this Agreement.

### **17. SUPERANNUATION**

#### **17.1 Definitions**

17.1.1 Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992.

"Ordinary time earnings" is defined in clause 6(b) of the Metal Industry Superannuation Award operating as an Incorporated Term. Where an employee receives workers compensation, income protection payments or make-up payments in respect of time off work then the

employer shall contribute superannuation in respect of those payments to a minimum of 52 weeks.

## **17.2 Contributions**

17.2.1 The company shall contribute to the relevant superannuation fund on behalf of the employee at the percentage of ordinary time earnings specified in the Superannuation Guarantee Charge Act 1992 and related legislation as applicable from time to time. This level of contribution shall be made in respect of all employees.

17.2.2 The applicable percentage for contributions is 10% on all ordinary time earnings including ordinary hours, shift penalties, bonuses, commission, all cash payments and all paid leave, or whatever higher amount is set by superannuation guarantee charge of the employees' ordinary time earnings or \$121.00 per week, whichever is the higher. Where a casual employee is engaged for up to 3 days from Monday to Friday, the minimum payment shall be \$121.00. The \$121.00 minimum does not apply to apprentices.

17.2.3 The contributions shall be made into C-Bus, or another approved Fund nominated by the employee.

17.2.4 The contributions shall be made at least monthly or more frequently as required by the relevant trust deed.

17.2.5 The contributions continue until the eligible employees' employment is terminated or as provided by the Incorporated Terms and will be made while an employee is receiving benefits of the income protection policy.

17.2.6 An employee may elect to sacrifice a single percentage wage increase, which is part of the increases set out in clause 6.1 in which case the applicable percentage shall be increased to a minimum of 10%.

## **18. DISPUTE SETTLEMENT PROCEDURE**

**18.1** In the event of a dispute in relation to a matter arising under this agreement, or a dispute in relation to the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**18.2** If a dispute about a matter arising under the agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 18.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**18.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation, and arbitration.

**18.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.



An employer or employee may not appoint another person, organisation, or association to accompany and/or represent them for the purposes of this clause.

While the dispute resolution procedure is being conducted work must continue in accordance with the agreement and the Act. The pre-dispute status quo shall prevail. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

## **19. CONSULTATIVE COMMITTEE**

**19.1** The parties agree to establish a consultative committee to assist the employer to improve productivity, efficiency and or provide for the effective involvement of employees in the decision-making process. The committee will consist of an equal number of company and employee representative.

**19.2** The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) New management practices

**19.3** Employee representatives on the committee will have adequate time and access to the employees they represent:

- (i) Prior to the committee meetings to prepare for agenda items.
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

**19.4** Committee members will be provided with all relevant information and access to documentation and data pertaining to other subject matter in order to assist the consultative process, except where the company is reasonably unable to do so for privacy or confidentiality reasons.

## **20. FACILITIES**

**20.1** The company shall continue to provide facilities necessary to ensure adequate occupational health, safety, welfare of its employees including the provision of lockers, drinking and boiling water, appropriate clothing, heating, cooling and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this agreement and the dispute settlement procedure.

**20.2** The company shall make adequate provisions for nominated qualified persons to be available to render first aid and be paid the relevant Incorporated Term allowance as adjusted by this agreement.

**20.3** Employees will be provided with amenities that meet the minimum standards in accordance with relevant statutory requirements. Employees will ensure that amenities are kept clean and

presentable. (This does not mean general cleaning of facilities as part of an employee's ancillary duties)

## **21. INCOME PROTECTION**

**21.1** The company must provide "WAGEGUARD Platinum 14" income protection insurance at an amount of 2.6% of the payroll for Agreement employees (inclusive of GST and stamp duty)

The terms of the income protection policy will provide a maximum 14 calendar day waiting period, 90% of the employees average weekly earnings for up to two years for non-work related sickness or injury and 100% for Workcover top up for up to two years. The rates at which these payments are due must be raised by any increase provided for in the Agreement.

**21.2** Income protection insurance provides other than WageGuard must only be used by agreement between the parties to this Agreement.

**21.3** If the company does not comply with 21.1, the company will pay full wages including normal penalties loadings and allowances for all time an employee is unable to attend work due to accident, illness, or injury.

**21.4** While an employee is receiving payments under an income protection insurance policy pursuant to this clause the company must continue to make superannuation contributions ,long service leave and protect contribution - on the employees behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to Protect contributions - under this Agreement that increase will apply to the contributions).

**21.5** While an employee is receiving payments under an income protection insurance policy pursuant to this clause, he or she shall remain an employee of the company and his or her absence shall count as service for the purposes of annual leave for up to 3 months and for all other purposes for up to two years in respect of any one disablement.

**21.6** Any paid leave used (i.e. long service leave, annual leave etc) by an employee after the fourteen-calendar day waiting period will be reimbursed to the employee once the claim is approved by the provider.

**21.7** Whilst an employee is receiving income protection payments the company shall increase the wages of the employee as set out in clause 6.1

**21.8** The company agrees to affect the necessary insurance with that provider within 7 days of signing this Agreement. Also, the company agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

## **22. NO EXTRA CLAIMS**

Up to the nominal expiry date of this agreement, this agreement covers all matters or claims which would otherwise be the subject of protected industrial action under the Fair Work Act 2009.



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**23. HOURS OF WORK AND LEISURE TIME**

Hours of work. The ordinary time hours of work will be 36 hours per week. The number of hours worked per day and the start and finish time will be determined at each work are by agreement with both parties. The nominal ordinary hours per day will be 7.2 hours plus 0.8 hours to RDO bank and the start and finish times each day will be 7.00am to 3.30pm. the nominal ordinary hours from 7.00am to 3.30pm are inclusive of half hour unpaid meal break.

**23.1** Public holidays and sick leave will be paid out at 7.2 hours plus 0.8 hours to RDO bank. It is also accepted that the company will treat the first Monday in December as an additional public holiday.

**23.2** The ordinary hours of work may be worked on any or all days of the week Monday to Friday between the hours of 6.00am and 6.00pm.

**23.3** The span of ordinary time hours for 12-hour shifts shall be 6.00am to 6.00pm or 6.00pm to 6.00am.

**23.4** Overtime on Monday to Saturday will be the first 2 hours at time and half and subsequent hours at double time. All overtime work on Sunday will be paid at double ordinary time rates. If required to work the scheduled RDO (other than by agreement) the pay rate will be the same as a Saturday and the hours of work will remain the same.

**23.5** It is agreed that all work on a public holiday will be paid at double time and a half.

**23.6** One RDO will be scheduled in each work cycle of 10 days Monday to Friday to follow the principle of a 9-day fortnight. Flexibility on taking RDOs will be exercised by agreement between employees and management with particular emphasis to meet the work program during shutdowns. In circumstances where RDOs are transferred or accumulated this will be done without additional penalty and the originally scheduled RDO will be taken at another time agreed between the employer and the employee.

In exercising flexibility of RDOs the number accrued in any employees RDO bank will not exceed three.

**23.7 Temporary Shiftwork**

An employee during the first Five (5) ordinary days of shiftwork, will be paid an extra 100% for all ordinary hours worked on each night shift that are actually worked.

Where a nightshift continues beyond Five (5) weekdays, employees will be paid an extra 30% for all ordinary hours worked (Monday to Friday). Saturday and Sunday will be paid at the overtime rate of double time.

Where an employee works overtime for the purpose of interfacing with shiftwork, their overtime rate will be at double time.

Where nightshift is considered on a permanent basis, consultation between the parties will occur and the award the NES will be used as a guide.

**23.8 Ordinary hours of work - continuous shift workers**

(a) Continuous shift work mean work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.



- (b) Subject to clause 23.8, the ordinary hours of continuous shift workers are, at the discretion of the employer, to average 36 hours per week inclusive of meal breaks and must not exceed 144 hours in 28 consecutive days. Continuous shift workers are entitled to a 20-minute meal break on each shift which must be counted as time worked.
- (c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 36 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (d) Except at the regular changeover of shift, an employee must not be required to work more than one shift in each 24 hours.

### **23.9 Ordinary hours of work - non continuous shift workers**

- (a) Subject to clause 23.8, the ordinary hours of work for non-continuous shift workers are an average of 36 per week and must not exceed 144 hours in 28 consecutive days.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 36 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (c) The ordinary hours of work must be worked continuously, except for meals breaks, at the discretion of the employer.
- (d) Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

### **23.10 Meal breaks**

#### **23.10.1 Day Workers**

Day workers shall be entitled to an unpaid meal break of 30 minutes duration. Such meal break shall be taken between the fourth and fifth hours from the daily commencement time of the employee/s concerned ordinary hours.

To allow for continuity of work, staggering of meal breaks may be arranged by consultation and agreement with the employees.

#### **23.10.2 Shift Workers**

Meal breaks for shift workers including continuous shift workers will be of 20 minutes duration and will be inclusive of ordinary shift hours. Meal breaks will be taken within 6 hours of starting ordinary shift hours.

To allow for continuity of work, meal breaks may be staggered.

### **24. PUBLIC HOLIDAYS**

A weekly employee under this agreement is entitled to the following Public Holidays, without loss or ordinary time pay:

New Years Day	Easter Sunday	Melbourne Cup Day
Australia Day	Easter Monday	Christmas Day
Labour Day	Anzac Day	Boxing Day
Good Friday	Queen's Birthday	1 <sup>st</sup> Monday in December (Picnic Day)

Grand final eve as per government legislation. (Subclause 23.2)

Or such other gazetted day is generally observed in the locality to which this Agreement applies as a substitute for any of the above days.

Where any other public holiday is proclaimed for a state or national occasion by the Victorian state parliament or the Commonwealth Parliament and that day applies to the whole state or the Commonwealth, that day shall be observed a public holiday. An employee shall not be entitled to the benefit of more than the public holiday as a consequence of such proclamations.

#### Union Picnic Day

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

#### For the purpose of this Agreement

- (a) When Christmas Day is a Saturday or on a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When boxing day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (d) In keeping with the practice of the client employees when Anzac Day falls on a Saturday or a Sunday, the following Monday shall be substituted for Anzac Day.
- (e) In keeping with the practice of the client employees when Australia Days falls on a Saturday or a Sunday, the following Monday shall be substituted for Australia Day.
- (f) By agreement between the company and employee, other days may be substituted for the said days.

#### Termination adjacent to Public Holiday



If the company terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which shall lie upon the employer), the employer shall pay the employee a days' ordinary wages for each holiday which falls within ten consecutive days after the date of termination.

An employee required to work on a Public Holiday shall be paid for a minimum of four hours of work at double time and on half. The double time and one-half rate is to be paid until the employee is relieved from duty.

## **25. ANNUAL LEAVE**

Annual Leave provisions shall be those contained in the Annual Leave entitlement contained in nominated Modern Award of this agreement as those entitlements apply to a 36-hour week.

Annual Leave Loading - The prescribed annual leave loading of 17.5% will also apply to any proportionate leave entitlement on termination of employment.

If the period during which an employee takes paid annual leave includes a period of any other leave other than unpaid parental leave, or a period of absence from employment for community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

Annual leave inclusive of annual leave loading will be paid out on termination for any reason.

In circumstances where genuine need and hardship arises an employee shall be entitled to request leave from the General Manager. Such leave could be with or without pay depending on circumstances.

## **26 PERSONAL LEAVE**

Personal/carers leave, and compassionate leave are provided for in the NES and the incorporated award.

Employees (excluding casual employees) when absent from work on account of personal illness or an account of injury by accident, other than that covered by Workers Compensation, or where the employee is the primary care giver to a sick family member, will be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- The employee must within 24 hours of the commencement of such absence inform the company of their inability to attend for duty, and as far as practicable, state the nature of the injury/illness and the estimated duration of such absence.
- The employee must prove to the satisfaction of the company that he/she was unable (on account of such illness or injury or for carer's leave purposes) to attend for duty on the day or days for which sick/carers leave is claimed.
- From the commencement of this Agreement an employee during the first year of employment with the Company will be entitled to sick/carers leave entitlement at the rate of 1 day (7.2 hours) after each 5.2 weeks of service.

Provided that an employee who has completed one year of continuous employment with the company will be credited with a further 10 days sick/carers leave entitlement at the beginning of the second and each subsequent year.

Subject to the provision of this clause, an employee will be entitled to claim sick/carers pay for two (2) single day absences in any year without sustaining documentation. Thereafter, any single day claimed within the same year will be supported by a statutory declaration. For multiple days claimed at any time, employee will need to supply to the company's satisfaction a certificate from a registered

health practitioner supporting the fact that the employee was unable to attend for duty on account of personal illness or injury or for the purposes of carer's leave.

Untaken sick/carer's leave with the company will accumulate from year to year.

If any employee is terminated by the company and is re-engaged within a period of 6 months, then the employee's unclaimed balance of sick/carer's leave will continue from the date of re-engagement.

Payment of unused entitlements on termination will not be made.

For the purposes of this clause sick/carer's leave shall have corresponding meanings (i.e. read and calculated as the same).

## **27. PARENTAL LEAVE**

Parental Leave provisions as prescribed in the Fair Work Act 2009 and the Paid Parental Leave Act 2010, as amended, will set the minimum standards for eligible employees under this agreement.

## **28. FLEXIBILITY CLAUSE**

**28.1** The terms of this Agreement may be varied by an individual flexibility arrangement ("IFA")

**28.2** The Employer will not make an IFA unless the following conditions are satisfied:

- (a) The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement.
- (b) The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- (c) The IFA must be genuinely agreed to by the employer and the employee.
- (d) The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
- (e) The IFA must be able to be terminated:
  - (a) By either the employee, or the employer, giving written notice of not more than 28 days; or
  - (b) By the employee and the employer at any time if they agreed in writing, to the termination.

The IFA must be in writing and signed:

- (a) In all cases - by the employee and the employer; and
- (b) If the employee is under 18 - by a parent or guardian of the employee; and
- (c) The IFA must be given to the employee within 14 Days after it is agreed to.

**28.3** Where the employer intends to reach an Individual Flexibility Arrangement under this Agreement the employer shall notify the unions' party to this agreement of the employers' intention to enter into such an arrangement, in writing at least 7 days prior to entering into such agreement.

**28.4** It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.



**28.5** The terms that may be subject to an IFA are:

(a) Clause 41 of the Manufacturing and Associated Industries and Occupations Award 2010, single day absences for the purposes of Annual Leave to a maximum of ten days.

**29. JURY SERVICE**

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

Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with the sun-clause above

An employee shall notify the employer as soon as possible of the date on which they are required to attend for jury service. Further the employee shall give the company evidence of attendance, the duration of such attendance and amount received in respect of such jury service.

**30. ACCIDENT PAY**

The company shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers compensation legislation as amended from time to time.

Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers compensation legislation and the employees' ordinary rate, which will increase with the wage increases contained in the Agreement at clause 8.1.

The company shall pay or cause to be paid accident pay as defined herein during the incapacity of the employee arising from any one injury for a total of 52 weeks whether the incapacity is in one continuous period or not.

**31. OVERTIME**

**31.1** For all hours worked outside ordinary hours an employee will be paid overtime rates as per the following:

- (a) Monday to Saturday (including working on an RDO): time and one half for the first two hours and double time thereafter;
- (b) Sundays: Double Time.
- (c) Public Holidays: Double time and one half;
- (d) Each day's overtime shall stand-alone.

Except as provided in this subclause or subclause 31.3 hereof in computing overtime each days' work shall stand-alone.

**31.2 Requirement to Work Reasonable Overtime**



31.2.1 The company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

31.2.2 The assignment of overtime by the company to an employee shall be based on specific work requirements and the practice of "on in, all in" overtime shall not apply.

### **31.3 Rest Period after Overtime**

31.3.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employee have at least 10 consecutive hours off duty between the work of successive days.

31.3.2 An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

31.3.3 If on the instructions of the company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double ordinary rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **31.4 Call In**

The following provisions will apply when an employee is recalled to work overtime.

#### **31.4.1 Day works - Monday to Friday Inclusive**

(a) An employee recalled to work overtime after leaving the site (whether notified before, or after, leaving the site) shall be paid for a minimum of four hours work at the appropriate rate for each time for the employee is so recalled.

(b) Unless unforeseen circumstances arise the employee shall not be required to work the full four hours if the job is complete within a shorter period.

(c) An employee who, not having been notified before leaving the site, is called back to start work at a time less than four hours before the commencing time of the employees' ordinary hours of work, shall be paid from the time the employee commences work at the rate of double time for the first four hours, in lieu of his ordinary-time rate occurring during this period. Thereafter the employee will revert to the rate applicable to ordinary time.

(d) When an employee is recalled to the site at any time for the purposes within the subclause, the employee shall be entitled to one (1) hours payment at his/her ordinary time rate of pay for travel time.

### **31.5 Saturday, Sunday, or Public Holiday Work**

An employee required to work overtime on a Saturday, Sunday or Public Holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

### **31.6 Crib Time**

31.6.1 An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked provided the employee continues working after such crib time.

31.6.2 Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00am and 1.00pm be paid at ordinary rates.

31.6.3 Where the period of overtime is more than two hours an employee before starting overtime after working ordinary hours shall be allowed a crib break of 20 minutes which shall be paid for at ordinary rates. The company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

### **31.7 Meal Allowance**

31.7.1 An employee required to work overtime shall be provided with a meal or paid an allowance as detailed in subclause 6.3 on each occasion that the employee is entitled to a rest break in accordance with subclause 31.6 except in the following circumstances.

- (i) If the employee was notified on the previous day (if a day worker) or rostered shift (if a shift worker) or earlier that they would be required to work such overtime; or
- (ii) If the employee lives in the same locality as the enterprise and could reasonably return home for meals.

### **31.8 Overtime Cancellation {holidays and/or weekends}**

If, on a weekday, notice cancelling a previous instruction to work overtime on a Public Holiday as prescribed in clause 24 of this Agreement or to work during a weekend is given to an employee before he/she leave the site, a penalty payment shall not be payable.

If notice cancelling the instruction is sent, or telephoned, to the employees registered address before he/she would normally have left to commence work, he/she shall be paid a minimum of four hours at his/her ordinary time rate.

If the employee is not at their registered address when notice of cancellation is delivered, or telephoned, and they subsequently report for work they shall be paid four hours at their ordinary time rate in lieu of the penalties prescribed elsewhere in this Agreement.

If overtime is cancelled after having commenced work an employee shall be paid for all hours worked with a minimum of 4 hours at the appropriate rate.

### **31.9 Time Off in Lieu of Overtime Payments**

An employee may request time off work in lieu of payment for overtime. The employee shall inform the employer the date he/she proposes to take the time off. If the employer agrees to the employees request such time off will reflect the overtime penalties (e.g. 4 hours overtime - 7 hours off work). The maximum accrued time off is limited to 16 hours and will be paid out on the 30<sup>th</sup> June each year.

## **32. INDUSTRIAL CLOTHING**

The Company shall issue the following selection of clothing and safety apparel to its employees, or suitable equivalent as agreed on site to the same value.**32.2 Prescription Glasses**

All reasonable costs associated with the use of prescription glasses as safety glasses, or the repair / replacement if damaged while being used at work, will be paid by the Company to a maximum amount of \$400.



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**33. WASH UP TIME**

It is agreed that the company will allow 5 minutes for wash up time prior to morning tea and lunch time with a further five minutes allowed for wash up time at the end of the day.

**34. LIVING AWAY FROM HOME**

At the time of engagement to the Project, employees will be required to provide proof to the company of their usual place of residence (UPR) which will determine the application or entitlement of Living Away from Home Allowance. The Project will determine and delineate an area outside of which it will not be safe or reasonable for a person to commute home each day. Persons with UPR outside that area will be eligible for Living Away from Home Allowance subject to residing during the project within the area. No subsequent change of address shall entitle an employee to Living Away from Home Allowance.

An employee in receipt of Living Away from Home Allowance shall only receive the Fares and travel allowance when the employee is required to use their own transport to travel to and from the Project site and meets the requirements for payment as set out in clause 19.

The company will provide accommodation to its employees within a reasonable distance of the Project site. Accommodation will be provided to a standard that is fair and reasonable.

In addition, employees will be offered meals daily (breakfast, crib, lunch, dinner). In these circumstances no Living Away from Home Allowance will be payable.

Where the company provides accommodation only (no meals), the Living Away from Home Allowance will be \$43.00 per day worked or \$301 per week.

In the absence of the company offering accommodation and meals, the Living Away from Home Allowance here applicable shall be paid at the rate of \$130.00 per day at work or \$910.00 per week. The weekly allowance will be paid once an employee works at least 4 consecutive days.

**35. COMMUNICATIONS**

To assist in creating a stable and cooperative working relationship it is a company objective: to identify problems and work cooperatively to develop solutions and to promote industrial harmony and better employee relations.

This will be achieved by working with all employees to efficiently improve communications on day-to-day work issues including quality assurance etc.

**36. COUNSELLING AND DISCIPLINARY PROCEDURE**

**36.1** In the event of the company having to take corrective action as a result of an employee's behaviour or performance the employee or employees shall be subject to a counselling and disciplinary procedure.

Initial counselling will address the matter with an aim to correct the circumstances and avoid any further occurrence.

If initial counselling is not sufficient and if the circumstances warrant, then a formal procedure shall be adopted to incorporate:

- 1<sup>st</sup> instance     A verbal warning by the supervisor
- 2<sup>nd</sup> instance     A written warning by the Contract Manager in the presence of the Supervisor
- 3<sup>rd</sup> instance     A final written warning by the Contract Manager in the presence of the Supervisor



- Further occurrence Termination of employment by the Contract Manager

**36.2** Notwithstanding the procedure outlined above a formal counselling may be delivered at any stage dependent on the circumstances and the severity of the employees' behaviour or performance.

An employee subject to this procedure may request the presence of his/her employee representative as a witness. A copy of the warning may be made available to the employee representative with the employees' consent.

If the employee involved is dissatisfied with the process at any stage, then the matter shall be dealt with in accordance with the Disputes Settlement Procedure outline in clause 18 of the Agreement.

**36.3** Notwithstanding the above, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

### **37. OCCUPATIONAL HEALTH AND SAFETY**

The employer is committed to achieving this highest possible performance in Occupational Health and Safety (OHS) with the aim of creating and maintaining a safe and healthy work environment.

The legislation applicable to the site is the Occupational Health and Safety Act 2004 (Vic) ("OHS Act") as in force from time to time. OHS representative and committees will operate in accordance with the OHS Act.

It is the responsibility of the Employer and employees to observe and comply with all safety requirements, including the processes for resolving grievances or disputes regarding safety.

Any dispute in relation to OHS will be dealt with in accordance with the dispute resolution procedure prescribed in the OHS Act and Occupational Health and Safety (Issue Resolution) Regulations 1999 (Vic) as in force from time to time.

Where:

- An employee or employees have a genuine and reasonable concern about an imminent threat or risk to his or her health and safety and welfare; and
- The degree of threat or risk is so great that normal issue resolution procedures as per (d) above are not appropriate; then
- The work that involves the imminent threat or risk to health safety and welfare will cease until the threat or risk is properly addressed.

However, in this situation the Employer may direct the affected employee or employees to perform alternative work or another nature or in another location, provided that this work is safe and appropriate for the employee or employees to perform. Employees must comply with the evacuation and mustering procedures at the site which have been determined by the client.


**SIGNATORIES**

For Vecta Group Pty Ltd

Name: Anthony Sirsen

Position: Director| Growth and Development

Address: 757 Bourke Street Docklands Melbourne Victoria 3008

Signature: 

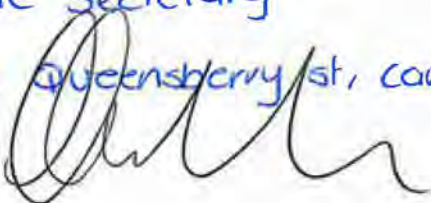
Date: 16/04/2024

For the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Name: Tony Mavromatis

Position: state secretary

Address: 251 Queensberry st, Carlton South, Victoria, 3053

Signature: 


Date: 22-4-24 .

For the Australian Worker Union (AWU)

Name: Ronnie Hayden

Position: Branch Secretary, Victorian Branch.

Address: 685 Spencer Street, West Melbourne, Victoria, 3003.

Signature: 

Date: 17 April 2024

**INTHE FAIR WORK COMMISSION**

***Fair Work Act 2009 (Cth) ("FW Act")***

**Matter number:**

**AG2024/1340**

**Applicant:**

**Vecta Group (Pty) Ltd**

**Section 185 – Application for  
Approval of the Vecta Group Ltd  
Gas Plant Greenfield Mechanical  
Maintenance Services Agreement  
2023 - 2026**

## **Undertaking – Section 190**

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:

1. 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.

  
\_\_\_\_\_  
Signature

02/05/2024  
\_\_\_\_\_  
Date