



LOCHARD ENERGY (IONA OPERATIONS)

ENTERPRISE AGREEMENT 2023

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1. TITLE

This Agreement shall be known as the Lochard Energy (Iona Operations) Enterprise Agreement 2023 ('Agreement').

2. DURATION

2.1 This Agreement shall commence on the seventh day after the approval by the Fair Work Commission ('FWC') and will remain in force until its nominal expiry date of 30 September 2027.

2.2 As it is the intention of the parties to replace this Agreement with a new agreement prior to the Agreement's nominal expiry date, the parties shall commence discussions on a new agreement no later than six months prior to the nominal expiry date of the Agreement.

3. COVERAGE

3.1 Coverage - General

This Agreement will be binding upon and or cover the following:

- a) Lochard Energy (Iona Operations) Pty Ltd ABN 67 608 441 729 ('The Company'); and
- b) The employees the Company engages to undertake work in any of the classifications in this Agreement ('Employees'); and
- c) The Australian Workers' Union ('AWU') subject to FWC approval in accordance with section 183 of the *Fair Work Act 2009* (Cth) ('Act').

4. DEFINITIONS

- **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.
- **Supervisor** means person as such nominated by the Company.
- **Manager** means person as such nominated by the Company.
- **Management** means person or persons as such nominated by the Company.

5. RELATIONSHIP TO PARENT AWARD AND NES

This Agreement shall incorporate the provisions of the *Hydrocarbons Industry (Upstream) Award 2020* ('Incorporated Award'), as varied from time to time, provided that where there is any inconsistency between this Agreement and the Incorporated Award the Agreement shall prevail to the extent of the inconsistency.

5.1 The NES is a set of legislated minimum employment entitlements under the Act. The NES shall apply to Employees covered by this Agreement, except where this Agreement provides a more favorable outcome.

5.2 Where there is a conflict or inconsistency between a term of this Agreement and the NES, the terms of clause 5.1 of this Agreement confirm that the NES shall have precedence over the term within the Agreement to the extent of the conflict/inconsistency.

6. MISSION STATEMENT

To safely and reliably meet our customer's needs for gas processing, delivery and storage within a framework of flexible operation and cost optimisation.

7. FLEXIBILITY

7.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement ('Arrangement') to vary the effect of the terms of the Agreement if the Arrangement deals with one (1) of the following matters:

- a) arrangement for when work is performed.
- b) overtime rates.
- c) penalty rates.
- d) allowances.
- e) leave loading; and
- f) transition to retirement.

7.2 The Company and the individual Employee must have genuinely made the Arrangement without coercion or duress, and it must meet genuine needs.

7.3 The Arrangement between the Company and the individual Employee must:

- a) be confined to a variation in the application of one (1) of the terms listed above in clause 7.1; and
- b) not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment.

7.4 For the purposes of clause 7.3. the Arrangement will be taken not to disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment if:

- a) the Arrangement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual Employee under this Agreement and any applicable agreement made under the Act, as those instruments applied as the date the Arrangement commences to operate; and
- b) the Arrangement does not result in a reduction in the terms and conditions of employment of the individual Employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.5 The Arrangement between the Company and the individual Employee must also:

- a) state each term of this Agreement that the Company and the individual Employee have agreed to vary.

- b) be in writing, naming the parties to the Arrangement and be signed by the Company and the individual Employee and if the Employee is under 18 years of age, the Employee's parent or guardian.
- c) detail how the application of each term has been varied by agreement between the Company and the individual Employee.
- d) detail how the individual Employee will be better off in relation to the terms and conditions of their employment as a result of the Arrangement.
- e) state the date the Arrangement commences to operate.

7.6 The Company must ensure that the Arrangement agreed under this clause is:

- a) About matters that would be permitted matters if the arrangement were an enterprise agreement; and
- b) Does not include a term that would be an unlawful term if the arrangement were an enterprise agreement.

7.7 The Company must give the Employee a copy of the Arrangement within 14 days after it is agreed to and keep a copy on the Employee's personnel file.

7.8 If the Company seeks to enter into such an Arrangement, it must provide a written proposal to the Employee. Where the Employee's comprehension of written English is limited, the Company must take measures, including translation into an appropriate language, to ensure that the Employee understands the proposal.

7.9 The Arrangement may be terminated by the Company or the individual Employee by giving no more than 28 days written notice of termination, in writing, to the other party and the Arrangement will cease to operate at the end of the notice period or if the Company and Employee agree in writing at any time.

8. REMUNERATION AND OTHER BENEFITS

8.1 Rates of Pay for Adult Employees

- a) Employees shall be entitled to receive the rate of pay for the relevant classification as set out in the tables in 8.1(b).
- b) Schedule of Rates of Pay*

Schedule of Rates of Pay*

Pay Class	Annualised salary per annum from 1 April 2024	Annualised salary per annum from 1 April 2025	Annualised salary per annum from 1 April 2026	Annualised salary per annum from 1 April 2027
	7%	4% or CPI**	2% or CPI**	2% or CPI**
Shiftwork Annualised Rates Per Annum				
Production Technician				
Level 1	164,828	171,421	174,850	178,347
Level 2	175,414	182,430	186,079	189,800
Senior Production Technician				
Level 1	187,511	195,012	198,912	202,890
Level 2	200,538	208,560	212,731	216,986
Lead Production Technician				
Level 1	210,194	218,602	222,974	227,433
Level 2	226,828	235,901	240,619	245,432
E&I Technician				
Level 1	173,687	180,634	184,247	187,932
Level 2	184,258	191,629	195,461	199,370
Lead E&I Technician				
Level 1	208,423	216,760	221,095	225,517
Level 2	216,534	225,195	229,699	234,293
Mechanical Technician				
Level 1	173,687	180,634	184,247	187,932
Level 2	184,258	191,629	195,461	199,370
Lead Mechanical Technician				
Level 1	208,423	216,760	221,095	225,517
Level 2	216,534	225,195	229,699	234,293

*From the first pay period to commence on or after this date.

4% (2025) and 2% (2026) and 2% (2027) or Consumer Price Index (CPI**) whichever is higher. CPI will be calculated as Australian Bureau of Statistics (ABS) CPI All Groups Australia over the 12 months to the preceding year December quarter.

Daywork Annualised Rates Per Annum				
E&I Technician				
Level 1	132,292	137,583	140,335	143,142
Level 2	140,344	145,958	148,877	151,855
Lead E&I Technician				
Level 1	158,749	165,099	168,401	171,769
Level 2	164,928	171,525	174,955	178,454
Mechanical Technician				
Level 1	132,292	137,583	140,335	143,142
Level 2	140,344	145,958	148,877	151,855
Lead Mechanical Technician				
Level 1	158,749	165,099	168,401	171,769
Level 2	164,928	171,525	174,955	178,454

8.2 Shiftwork Annualised Salary.

- a) This shiftwork annualised salary includes compensation for all amounts to which an Employee covered by this Agreement may be entitled under any applicable award, legislation and this Agreement, including:
 - i). Annual leave loading.
 - ii). Weekend loadings.
 - iii). Night shift loadings (Production Techs only).
 - iv). Compensation for normal and extended handovers and overtime consecutive with normal hours (Note: average handover time is approximately 15 minutes).
 - v). Travel time and allowances.
 - vi). Work cycle costs.
 - vii). Public holidays which fall during an Employee's roster and the penalty rate.
 - viii). Any other applicable Industry allowances (such as meal or stand by allowance) which would otherwise be payable.
- b) Shiftwork Ordinary hours as specified in clauses 13.1 and 13.3.
- c) The E&I Technician's annualised salary also includes a weekend disability for working 1 out of 4 Saturdays and Sundays.
- d) Mechanical Technicians working shift work attract an annualised salary which also includes a weekend disability for working 2 out of 4 Saturdays and Sundays.

8.3 Day Work Annualised Salary

- a) The Day Work annualised salary includes compensation for all amounts to

which an Employee covered by this Agreement may be entitled under any applicable award, legislation and this Agreement, including:

- i). Annual leave loading.
 - ii). Compensation for reasonable overtime with normal consecutive hours (Note: average daily overtime of up to 20 minutes).
 - iii). Any other applicable industry allowances (such as meal or stand-by allowance) which would otherwise be payable.
- b) Ordinary hours as describe In clauses 13.1 and 13.2.

8.4 Trainees

Trainees will receive remuneration equivalent to Apprentices as per the Incorporated Award plus an additional 25% to the applicable rate of pay as per the Incorporated Award. Once the Trainee has concluded their training with the Company, they will progress to Level 1 Production Technician.

8.5 Apprentices

Apprentices will receive remuneration as per the Incorporated Award plus an additional 25% to the applicable rate of pay as per the Incorporated Award.

8.6 Shift Supervisors

Where an Employee is appointed to the role of 'Shift Supervisor', they will be paid an allowance of 4% of Lead Production Technician Level II in addition to the rate of pay for their classification as set out in 8.1(b).

- 8.7 The Company will pay an Employee's annualised salary by equal instalments on no longer than a fortnightly basis.

9. SUPERANNUATION

The Company will make superannuation contributions in accordance with the minimum level of superannuation contributions required under the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time. The Company's default fund is, at the date of this Agreement, Equisuper.

- 9.1 Employees are able to salary sacrifice part of their remuneration into their superannuation fund.

10. SALARY SACRIFICE

Individual Employees may elect to salary sacrifice part of their salary to purchase approved items including a Novated Lease Vehicle and comply with the Australian Taxation Office Guidelines provided that the combination of salary sacrifice options taken up by the Employee does not cause their base salary to fall at or below minimum wages as defined by the FWC.

11. PERSONAL DEVELOPMENT PLANNING & PERFORMANCE APPRAISAL

- 11.1 All Employees covered by this Agreement shall develop an annual Personal Development Plan (PDP).
- 11.2 All permanent Employees shall participate in a formal annual performance appraisal, as part of their PDP. This appraisal will assess their performance, knowledge, skills, attitude and behaviour towards objectives developed between the Employee and the Company and will be recorded in the Employee's PDP.
- 11.3 Should it become apparent that an Employee will not reach his or her PDP objectives as set out in their PDP; a remedial plan will be developed to assist the Individual Employee wherever possible.

12. PROGRESSION

- 12.1 Career progression will be managed in accordance with the Company Training and Competency document as documented in the Integrated Management System, as amended from time to time, which does not form part of this Agreement.
- 12.2 The Framework provides a clear understanding of the performance and behaviours required of Employees.
- 12.3 Contained within the Training and Competency document is an 'Enterprise Agreement Progression Summary' which provides the methods by which an Employee may progress through the classification structure.
- 12.4 When an Employee has consistently demonstrated proficient performance and behaviours they may be considered for progression. Progression between classification levels will be reviewed bi-annually by Company Management during the mid-year and end of year PDP appraisal. Any change to classification will be effective on the Company's approval.
- 12.5 The mechanism for assessing the need for development or the readiness for progression (subject to business needs) is the PDP process.

13. HOURS & WORKING ARRANGEMENTS

13.1 Generally

It is a feature of this Agreement to provide for flexible working arrangements which take into consideration the business needs of the Company and the preferences of its Employees. To this end alternate work patterns may be explored during the life of this Agreement which may include but are not limited to:

- Seven-day coverage- day shift only.
- Nine-day fortnight coverage.
- Types of 12-hour continuous work patterns; or
- Flexible shift lengths.

For the avoidance of doubt, any permanent changes to work patterns will be subject to the full consultation requirements outlined at clause 25.

13.2 Day Work Employees

- a) The span of ordinary work hours for day work Employees shall be undertaken between 7.00am to 7.00pm Monday to Friday.
- b) The average ordinary hours of work from the commencement of this Agreement shall be 36 hours per week, plus reasonable additional hours.
- c) Meal breaks and start / finish times within the span of hours may be altered following consultation between the Company and the affected Employees.
- d) A day work Employee is entitled to an unpaid meal break of 30 minutes after every five hours worked. All Employees shall be entitled to two paid 15-minute breaks. All breaks shall be allowed at a time convenient to the Company's operation.

13.3 Shift Work Employees

- a) For the purposes of this Agreement, the terms “shiftworker” and “continuous shiftworker” as defined in the Incorporated Award apply.
- b) The average ordinary hours of work of an Employee who is a shiftworker from the commencement of this Agreement shall be 36 hours per week.
- c) For Production Technician Employees who are shiftworkers the roster shall consist of five (5) shift panels consisting of a combination of day and night 12.25-hour shifts in rotation.
- d) For E&I Technician Employees who are shiftworkers the shift roster shall consist of 12.25-hour day shifts Monday to Sunday coverage.
- e) For Mechanical Technician Employees who are shiftworkers the roster shall consist of 10.25-hour day shifts Monday to Sunday coverage.
- f) The Company reserves the right to change shiftwork rosters and hours of work to respond to the business needs, subject to consultation in accordance with clause 25, Consultation.
- g) The roster shall remain constant over a monthly period unless varied by discussion and with at least 1 month's notification between the Company and the Employee.
- h) A shiftworker will be entitled to paid rest breaks on each shift. A 30 minute meal period and two 15 minute breaks shall be allowed at a time convenient to the Company's operations. An Employee shall not be compelled to work for more than five hours without a 30 minute break for a meal.
- i) E&I and Mechanical Technicians, who at the commencement of this Agreement are engaged to undertake 'shiftwork', will not be transferred to “Day work” without the express consent of the Employee concerned.

13.4 Overtime

13.4.1 DAY WORKERS

- a) Where day workers are required by their Manager to work overtime, such

overtime shall be paid at the rate of 2.0 times (i.e., double time) the Employee's hourly annualised rate.

- b) Where overtime is worked on a Sunday such overtime shall be paid at the rate of 2.0 times the Employee's hourly annualised rate.
- c) Where overtime is worked on a public holiday such overtime shall be paid at the rate of 2.5 times (i.e., double time and a half) the Employee's hourly annualised rate.

13.4.2 SHIFT WORKERS

The following overtime arrangements apply to shift workers.

- a) Where shift workers are required by their Manager to attend for work and perform their normal duties per their role classification during their rostered off period, overtime shall be paid for such work at the rate of 2.0 times the Employee's hourly annualised rate.
- b) Where Employees are required to attend for work during their rostered off period to complete personal development training overtime shall be paid at the Employee's ordinary hourly annualised rate. Personal development training excludes training as defined in the training matrix.
- c) Where Employees are required to attend for work at a location other than the Iona Gas Plant and they are not undertaking their normal duties as per their role classification, overtime shall be paid at the Employee's ordinary hourly annualised rate.
- d) Where Employees are attending union delegate or health and safety representative training in accordance with clause 29 overtime shall be paid at the rate of 2.0 times the Employee's hourly annualised rate.
- e) Shift workers will have at least a 10 hour break between the end of one shift and the commencement of the next ordinary rostered shift.
- f) For the avoidance of doubt attendance at the Company's social events (such as end of year celebrations) are voluntary and Employees will not be entitled to claim overtime to attend these events.

13.4.3 HIGHER DUTIES ALLOWANCE

- a) A higher duties allowance is payable when an Employee is required to act in an existing position of greater scope, responsibility and authority than their substantive position for a period of at least one day. The higher duties allowance will be a 6% increase to the Employee's rate of pay as per clause 8.1(b) or the remuneration level of the higher duties role (whichever is higher).
- b) Where an Employee is required to perform the role of a Shift Supervisor the following higher duties allowance will apply:
 - I. The higher duties allowance will be the lower of a 6% increase to the Employee's rate of pay as per clause 8.1(b) or the Lead Production Technician Level 2 rate plus 4% Shift Supervisor Allowance.

- II. The application of a higher duties allowance will be managed in accordance with Lochard Energy's Higher Duties Allowance Guidelines, as amended from time-to-time, but does not form part of this Agreement.

14. PART TIME EMPLOYMENT

- 14.1 Other than the provisions specified in this clause, the provisions applying to part-time employment shall be as specified in the Incorporated Award.
- 14.2 Part-time Employees are employed on the basis of a consistent number of hours which are less than the full-time ordinary weekly working hours.
- 14.3 Part-time Employees will be paid a salary at the equivalent classification level as a full-time Employee for the same position, pro-rated based on the part-time Employee's ordinary hours of work.
- 14.4 Part-time Employees shall be entitled to annual leave, long service leave, parental leave and public holiday payments on a pro-rata basis, as per the terms of this Agreement.

15. ANNUAL LEAVE

- 15.1 Other than the provisions set out in this clause the provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES and the Incorporated Award.
- 15.2 Annual Leave Table

The accrual of annual leave entitlements for Employees covered by this Agreement are based on ordinary working hours as described in clauses 13.1 to 13.3 are as follows:

a)	Day Workers	144 hours (4 weeks) per annum
b)	Shiftworkers – Production Technicians, Mechanical Technicians	180 hours (5 weeks) per annum
c)	Shiftworkers – E&I Technicians	219 hours (6.09) weeks per annum

15.3 Cashing out Annual Leave

- a) Employees may, once annually, request to cash out accrued annual leave provided the cashing out would result in the Employee's remaining accrued entitlement being not less than 4 weeks. If an Employee wishes to cash out accrued annual leave, the Employee must provide the Company with a written request to do so. The Company may, at its discretion authorise the Employee to cash out the requested amount of accrued annual leave.
- b) If the Company authorises the Employee to cash out annual leave, the Employee will be entitled to be paid in lieu of the amount of annual leave foregone at a rate that is no less than the Employee's normal rate of pay at the time that the election is made.

- c) The amount of annual leave that is foregone will then be deducted from the amount of the accrued annual leave that is credited to the Employee.
- d) If the Company approves an Employee's particular request to cash out an amount of annual leave, on each occasion, it must enter into a separate written agreement with the Employee specifying the agreed amount of annual leave to be cashed out.

16. LONG SERVICE LEAVE

- 16.1 The conditions of the *Long Service Leave Act 2018 (Victoria)* underpin this clause.
- 16.2 The Company will make provision for 9.1 weeks' paid leave after 7 years' continuous service, and 1.3 weeks paid leave for each additional year of service. An Employee whose employment has ended and after they have completed 7 years' continuous service is eligible for a pro rata long service leave payment.

17. COMPASSIONATE LEAVE

- 17.1 Other than the provisions set out in this clause the provisions relating to Compassionate Leave and how and when it is to be taken will be in accordance with the NES and the Incorporated Award provided that where the Company's policies provide a superior benefit, the policy shall apply.
- 17.2 Two days of paid compassionate leave on each permissible occasion shall be provided to an Employee:
 - a) for the purposes of spending time with a person who:
 - i). is a member of the Employee's immediate family or a member of the Employee's household; and
 - ii). has a personal illness, or injury that poses a serious threat to his or her life; or
 - b) after the death of a member of the Employee's immediate family or a member of the Employee's household.
- 17.3 The Employee is entitled to compassionate leave only if the Employee provides reasonable evidence to the Company of the Illness, injury or death.

18. PERSONAL/CARER'S LEAVE

- 18.1 Other than the provisions set out in this clause the provisions relating to Personal Leave and how and when it is to be taken will be in accordance with the NES and the Incorporated Award.
- 18.2 The Company values its Employees. As such, an early return to work following illness is highly desirable and will be encouraged.
- 18.3 Where illness or incapacity occurs, paid sick leave will be available as required, subject to the following:
- 18.4 Once an Employee has been on paid sick leave for a period of three months, an assessment of the case between the Employee and the Company must be

undertaken.

- 18.5 Personal Leave is available for an Employee's personal illness or injury or to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires (or required) care or support because of:
- a) a personal illness, or injury, of the member; or
 - b) an unexpected emergency affecting the member.
- 18.6 Personal leave will not be cashed out on termination of employment.
- 18.7 Notice of personal leave must be given as soon as practicable to the Supervisor responsible for the Employee.
- 18.8 Where there has been an absence of more than two consecutive days, an absence on either side of a public holiday or authorised annual leave or where otherwise requested by a manager, documentary evidence of the reason for the absence on personal leave should be provided to the Supervisor responsible for the Employee as soon as practicable after the absence.
- 18.9 Employees will accrue 10 days' paid carers leave per year. Unpaid personal /carer's leave may be taken by an Employee according to the NES if their paid personal leave entitlement is exhausted.
- 18.10 Documentary evidence can be a medical certificate from a registered health practitioner, or a statutory declaration made by the Employee.

19. FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave shall be provided in accordance with the NES, provided that where the Company's policies provide a superior benefit, the policy shall apply.

20. COMMUNITY SERVICE LEAVE

Community Service leave shall be provided in accordance with the NES, provided that where the Company's policies provide a superior benefit, the policy shall apply.

21. PARENTAL LEAVE

Parental Leave shall be provided in accordance with the NES, provided that where the Company's policies provide a superior benefit, the policy shall apply.

22. PUBLIC HOLIDAYS

- 22.1 Other than the provisions set out in this clause the provisions relating to public holidays are in accordance with the NES and the Incorporated Award.
- 22.2 Employees shall be entitled to the following Public Holidays without loss of pay:
- New Year's Day,
 - Australia Day,

- Labour Day,
- Good Friday,
- Easter Saturday,
- Easter Sunday,
- Easter Monday,
- Friday before AFL Grand Final,
- Melbourne or Warrnambool Cup,
- ANZAC Day (where gazetted as a Public Holiday by the Victorian Government),
- King's Birthday,
- Christmas Day, and
- Boxing Day.

22.3 Any other day declared by or under the law of the State of Victoria to be observed generally within the State of Victoria, or a region of the State as a public holiday by people who work in the State or region.

23. EXPENSES

23.1 All reasonable travelling, meal, and accommodation expenses incurred by an Employee in the discharge of normal duties shall, subject to the prior approval of the Company, be reimbursed in accordance with the Travel and Accommodation Policy as amended from time to time. This policy does not form part of this Agreement.

23.2 The Company is committed to provide an agreed standard of support, workplace amenities and living conditions for those Employees who are temporarily required to remain away from home.

24. LICENCE/ TICKETS COSTS

24.1 The Company will pay the costs of license/ticket (excludes Victorian Driver's License), renewal for plant operation equipment, where prior approval is granted, and the company deems that a statutory or government issued license/ticket is required for continued operation of the job. The Employee is fully responsible for complying with conditions necessary to maintain the license/ticket.

24.2 Employees must disclose on their next rostered shift to the Company any loss or suspension of licenses/tickets, including their Victorian Driver's License. Deliberate non-disclosure will be treated as a serious disciplinary matter.

25. CONSULTATION

25.1 This term applies if the Company:

- a) 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
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

25.2 For a major change referred to in paragraph 25.1(a):

- a) the Company must notify the relevant Employees of the decision to introduce

- b) the major change; and
sub-clauses 25.3 to 25.9 apply.
- 25.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 25.4 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 25.5 As soon as practicable after making its decision, the Company must:
- a) discuss with the relevant Employees:
 - i). the introduction of the change; and
 - ii). the effect the change is likely to have on the Employees.and
 - iii). measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - i). all relevant information about the change including the nature of the change proposed; and
 - ii). information about the expected effects of the change on the Employees; and
 - iii). any other matters likely to affect the Employees.
- 25.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 25.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 25.8 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 Company, the requirements set out in paragraph 25.2(a) and sub-clauses 25.3 and 25.5 are taken not to apply.
- 25.9 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 Company’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.

- 25.10 For a change referred to in paragraph 25.1(b)
- a) the Company must notify the relevant Employees of the proposed change; and
 - b) sub-clauses 25.11 to 25.15 apply.
- 25.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 25.12 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 25.13 As soon as practicable after proposing to introduce the change, the Company must:
- a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion—provide to the relevant Employees:
 - i). all relevant information about the change, including the nature of the change; and
 - ii). information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - iii). information about any other matters that the Company 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).
- 25.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 25.15 the Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 25.16 In this term:
- relevant Employees** means the Employees who may be affected by a change referred to in sub-clause 25.1.

26. CONTRACT OF EMPLOYMENT

26.1 Flexibility and Mobility

- a) Employees shall perform such work, as the Company shall from time to time reasonably require, including all work that they are trained and competent to perform, or work which they are required to perform for the purposes of training. All work shall be performed in a safe, legal and competent manner.

- b) The Company may, after consultation with affected Employees, transfer Employees between work areas at the Company site to meet business needs on both a temporary and/or permanent basis.
- c) After consultation with the Employee or Employees, the Company may transfer its Employees to work on secondment for one of its related entities. While on secondment, Employees will remain Employees of the Company.

26.2 Engagement of Employees

- a) Employees on day work shall be subject to a qualifying and probationary period (served simultaneously) of six months upon commencing employment at the Company.
- b) Employees on shift work shall be subject to a qualifying and probationary period (served simultaneously) of 30 weekday shifts, Monday to Friday, upon commencing employment at the Company.
- c) During this time, employment may be terminated by either party with the giving of one week's written notice or the payment or forfeiture of salary for the required notice period. Any payment made by the Company in advance of work being performed may be set off against the Employees' final pay.

26.3 Training

The Company will provide competency based training in accordance with each Employee's Personal Development Plan.

27. TERMINATION OF EMPLOYMENT

27.1 Notice of Termination by the Company.

Other than the provisions set out below Notice of Termination shall be in accordance with the provisions of the NES.

27.1(a) In order to terminate the employment of an Employee the Company must give to the Employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

27.1(b) In addition to the notice in 27.1(a) Employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to an additional week's notice.

27.1(c) Payment in lieu of the notice prescribed in 27.1(a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

27.1(d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- i). the Employee's ordinary hours of work (even if not standard hours); and
- ii). the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- iii). any other amounts payable under the Employee's contract of employment.

27.1(e) the period of notice in this clause does not apply:

- i). in the case of dismissal for serious misconduct.
- ii). to Employees engaged for a specific period of time or for a specific task or tasks; or
- iii). to casual Employees.

27.2 Notice of Termination by Employee

27.2(a) The notice of termination required to be given by an Employee shall be the same as that required by The Company, except that there is no additional notice based on the age of the Employee concerned.

27.2(b) In the event an Employee fails to provide sufficient notice in accordance with clause 27.2(a) the Company may deduct wages due to the Employee in accordance with clause 34.1 of the *Hydrocarbon's Industry (Upstream) Award 2020*.

27.3 Summary Dismissal

The Company has the right to dismiss any Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

27.4 Job search entitlement

Where The Company has given notice to an Employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with The Company.

28. THE ROLE OF THE UNION AND UNION DELEGATES

28.1 The Company recognises the role of the Union and Union delegates in representing Union members in employment matters. The Company recognises that the Union has a legitimate interest in ensuring that delegates can properly perform such representative functions, including by holding Union meetings free from any unreasonable interference by any other party.

28.2 The Company will grant Union delegates reasonable paid time off work to complete the following functions subject to work commitments and safety not being compromised:

- a) consult and speak with Union members about matters relating to their employment such as a grievance or dispute.
- b) consult and confer with Officials of the Union.
- c) consult with The Company Including participating in any consultation process set out under this Agreement.
- d) represent the Interests of Union members to The Company, and before industrial tribunals and courts where it's reasonable that a delegate's involvement/attendance will contribute to the proper conduct of proceedings involving The Company and the Union; and
- e) participate in any bargaining for an agreement to replace this Agreement.

28.3 Where The Company requires the Union delegate to return to work following a reasonable time to perform the functions listed above, the Union delegate will return to work as directed.

28.4 The Company will provide a notice board in the workplace which is accessible to all Employees and allow the Union delegate to post Union notices and Union information on the notice board.

28.5 Union members will be entitled to meet with their delegates on an as needs basis unless doing so compromises work commitments or safety in which case, alternative meeting time will need to be made. The Company shall provide the Union delegate with adequate resources to assist their duties, including access to:

- a) telephone in a private location.
- b) photocopying facilities.
- c) computer, internet and email.
- d) a suitable workplace location to conduct confidential discussions with Union members.
- e) facsimile machine.

28.6 The Company will respect the privacy of the delegate's use of those facilities and will not monitor communications using those facilities.

29. TRAINING FOR UNION DELEGATES, EMPLOYEE REPRESENTATIVES AND HEALTH & SAFETY REPRESENTATIVES.

29.1 Each Union delegate or Employee representative, with approval of the Union and upon application in writing, shall be granted up to 3 days leave with pay to attend courses conducted by the Union or a training provider nominated by the Union,

for initial delegate training, that are designed to provide skills and competencies that will assist the delegate or Employee representative perform their functions including contributing to the prompt resolution of disputes and or grievances In the workplace. Refresher or further delegate training of up to 3 days per subsequent calendar year shall be granted to existing delegates.

- 29.2 Each Health and Safety Representative ('HSR'), upon application in writing, shall be granted up to 5 days leave with pay to attend a course conducted by a registered training provider, for initial HSR training, that are designed to provide skills and competencies that will assist the HSR to perform their functions. Refresher or further HSR training of up to 3 days per subsequent calendar year shall be granted to existing HSRs.
- 29.3 The application to the Company 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.
- 29.4 The granting of leave pursuant to this clause shall be subject to the Company being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Company shall not use this sub clause to avoid an obligation under this clause.
- 29.5 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 29.6 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.
- 29.7 An Employee will be required to satisfy the Company of attendance at the course to qualify for payment of leave.
- 29.8 An Employee granted leave pursuant to this clause shall, upon request, inform the Company in writing of the nature of the course attended and their observations on it.

30. STAND DOWN

- 30.1 Notwithstanding anything contained in this Agreement, the Company shall have the right to deduct payment of remuneration for any day or portion thereof during which any Employee cannot be usefully employed because of:
- a) any strike or other Industrial action, including protected industrial action, as defined by the Act; and/or
 - b) any breakdown in machinery or equipment or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.
- 30.2 Any Employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.

31. DISPUTE SETTLEMENT PROCEDURE

31.1 If a dispute relates to:

- a) a matter arising under this Agreement; or
- b) NES or
- c) a disciplinary action, including the process used or the decision made; or
- d) the process identified by the Lochard Energy Grievance Policy as of 9 May 2022.

This term sets out procedures to settle the dispute.

31.2 An Employee who is a party to the dispute may appoint a representative for the purpose of the procedures in this term.

31.3 The Company may appoint a representative of their choice for the purposes of the procedures in this clause.

31.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

31.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

31.6 The FWC may deal with the dispute in 2 stages:

- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
- c) arbitrate the dispute; and
- d) make a determination that is binding on the parties.

31.7 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an Imminent risk to his or her health or safety; and
- b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
- c) the work is not safe; or
- d) applicable occupational health and safety legislation would not permit the work to be performed; or

- e) the work is not appropriate for the Employee to perform; or
- f) there are other reasonable grounds for the Employee to refuse to comply with the direction.

31.8 Subject to a party's right of appeal, the parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

32. ACCIDENT MAKE UP PAY

32.1 Subject to this clause, Employees who are in receipt of payments under The *Workplace Injury Rehabilitation and Compensation Act 2013* shall be paid the difference between such payments and their normal pay.

32.2 Makeup pay is tied to receipt of WorkCover benefits. the Company will make up the pay to the pre- injury normal pay for 52 weeks, on the basis that the Employee continues to actively participate in an appropriate rehabilitation program.

33. NO EXTRA CLAIMS

33.1 The Parties to this Agreement and the Employees covered by this Agreement acknowledge that:

- a) This Agreement exhaustively deals with all the matters which the parties wish to regulate by a collective agreement during the nominal term of this Agreement; and
- b) They expressly agree that, until after the nominal expiry date of this Agreement, all parties are precluded from making any further claims in relation to any matter pertaining to the employment relationship between the Company and the Employees covered by this Agreement; and
- c) During the nominal term of this Agreement there will be no industrial action taken to support or advance claims of any kind for a further collective agreement or any variation to this Agreement or otherwise.

34. REDUNDANCY

34.1 Other than the provisions set out below the terms concerning Redundancy shall be in accordance with the provisions of the NES and the Incorporated Award.

34.2 Redundancies may occur including when the role performed by an Employee or group of Employees is no longer required to be performed by anyone employed within the Company.

34.3 The Lochard Energy Redundancy Policy as amended from time to time will apply to the calculation and payment of redundancy payments. This policy does not form part of this Agreement.

34.4 Alternate Employment

- a) Where reasonably practical, and subject to suitability, the Company will use its best endeavors to offer alternative employment within the business or arrange alternative employment opportunities with new or other employers.

- b) Where alternative employment is offered to a redundant Employee and that alternative employment offers terms and conditions that are, when taken on the whole, similar to or better than the terms and conditions contained in this Agreement, the redundancy payment under clause 34.6 will not be payable to the Employee. If required, the Company may apply to the FWC to reduce the otherwise applicable redundancy payment in such circumstances.

34.5 Death Under Notice

If an Employee dies under notice of retrenchment, all the Employee's entitlements under this Agreement are to be paid into that Employee's estate.

34.6 Redundancy Payments and benefits

- a) Employees declared redundant and whose employment is terminated under this Agreement shall be entitled to a redundancy payment at the rate of four weeks' pay per year of service, with a minimum of 10 weeks' payment and capped at 52 weeks' payment. Employees will also receive all unused annual leave and long service leave inclusive of pro rata.
- b) Where alternate employment cannot be found, redundant Employees shall be entitled to participate in an outplacement program or (appropriate) external training to the value of \$4,000, to be taken up within 3 months of the termination date. This \$4,000 contribution cannot be cashed out.
- c) In the event that there is a dispute between the Company and the Employee as to whether the Company has arranged alternative employment in his or her particular case, the dispute resolution procedure will apply.

34.7 Exclusions

This clause does not apply to Employees whose employment is terminated through resignation, lawful dismissal or retirement.

34.8 Transmission of business

- a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from the Company (in this sub clause called the transmittor) to another employer (in this sub clause called the transmittee), in any of the following circumstances:
 - i). Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
 - ii). Where the Employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - which recognises the period of continuous service which the

Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

35. CODE OF CONDUCT AND WORKPLACE BEHAVIOUR POLICY

Employees covered by this Agreement are committed to the Company's Code of Conduct and Workplace Behaviour Policy, which does not form part of this Agreement and is amended time-to-time and are committed to reaffirming their commitment as requested by the Company.

36. APPENDIX - LOCHARD ENERGY GRIEVANCE POLICY – MAY 2022

37. EXECUTION

Signed for and on behalf of **Lochard Energy (Iona Operations) Pty Ltd ABN 67 608 441 72** by:

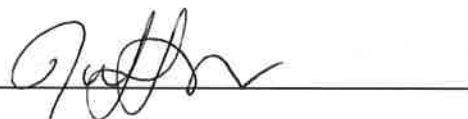
Signature of the Authorised Person: 

Name in Full: PAULA M. WALKER

Capacity: COMPANY SECRETARY

Address: LEVEL 10, 2 SOUTHBANK
BLVD, SOUTHBANK VIC 3006

In the presence of this Witness:

Signature of Witness 

Name in Full: JENNY SMITH

Occupation: GM PEOPLE, SAFETY & SUSTAINABILITY

Address: LEVEL 10, 2 SOUTHBANK BVD
SOUTHBANK VIC 3006

On this date: 30/1/2024

Signed for and on behalf of the **Australian Workers' Union as a bargaining representative by:**



Signature of the Authorised Person:

Name in Full:

Ronnie Hayden

Capacity:

Branch Secretary
AWU Victorian Branch

Address:

685 Spencer Street

West Melbourne, Victoria, 3003.

In the presence of this Witness:



Signature of Witness:

Name in Full:

Elizabeth Hill

Occupation:

Executive Assistant

Address:

685 Spencer Street
West Melbourne, Victoria, 3003.

On this date:

2 February 2024
