

Dampier Bunbury Natural Gas Pipeline (DBNGP) National Control Centre Enterprise Agreement 2024

Contents

1.	NAME OF THE AGREEMENT	4
2.	DEFINITIONS.....	4
3.	APPLICATION OF AGREEMENT	4
4.	TERM OF THE AGREEMENT	5
4.1	Term	5
4.2	National Employment Standards	5
4.3	Relationship to other instruments/awards/agreements.....	5
4.4	Company policies and Individual Contracts of Employment	5
5.	EMPLOYMENT TYPES AND CONDITIONS.....	5
6.	FEEDBACK.....	6
7.	JOB SECURITY.....	6
8.	SEPARATION OF EMPLOYMENT	6
8.1	Separation initiated by the Employee.....	6
8.2	Separation initiated by DBNGP	6
9.	REDUNDANCY	6
10.	HOURS OF WORK	7
10.1	Ordinary hours.....	7
10.2	Roster cycle.....	8
10.3	Shift Changes	8
10.4	Rest periods	8
10.5	Meal and rest breaks	9
11.	REMUNERATION.....	9
11.1	Total Remuneration Package.....	9
11.2	Minimum Annual Base Salary and Total Cost Remuneration.....	9
11.3	Salary Increases and the RSA.	9
12.	CLASSIFICATIONS	10
13.	NCC PAYMENT	10
14.	GYM MEMBERSHIP.....	10
15.	PARKING	10
16.	MINIMUM STAFFING LEVELS.....	10
17.	INCLUSION OF ALLOWANCES ON PAYSLIPS.....	10
18.	OVERTIME.....	11
19.	MEAL ALLOWANCE.....	11
20.	ON CALL ALLOWANCE.....	11

21.	LEAVE	12
21.1	Annual Leave.....	12
21.2	Personal (Sick and Care's) Leave.....	12
21.3	Compassionate and Bereavement Leave.....	12
21.4	Long Service Leave	13
21.5	Parental Leave	13
21.6	Community Service Leave.....	13
21.7	Jury Service	14
21.8	Indigenous Australian Cultural Leave	14
21.9	Family and Domestic Violence Leave.....	14
21.10	Other leave	14
22.	TRAINING.....	14
23.	WORKING CONDITIONS	15
23.1	Control Room Ergonomics	15
23.2	Crib Facilities	15
23.3	National Control Centre Glass Walls and Doors	16
23.4	Fatigue.....	16
24.	SUPERANNUATION.....	16
25.	SALARY CONTINUANCE	16
26.	SALARY SACRIFICE	16
27.	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	17
27.1	Commitment to Consultation	17
27.2	Consultation Process.....	17
28.	WORKPLACE DELEGATES' RIGHTS	18
29.	FLEXIBILITY TERM.....	20
30.	DISPUTE RESOLUTION PROCEDURE.....	21
31.	NO EXTRA CLAIMS.....	22
	SIGNATORIES	23
	APPENDIX 1 CLASSIFICATION AND LEVEL PROGRESSION	24
	APPENDIX 2 SIGN ON PAYMENT.....	26

1. NAME OF AGREEMENT

This Agreement shall be known as the Dampier Bunbury Natural Gas Pipeline (DBNGP) National Control Centre Enterprise Agreement 2024 (**Agreement**) and is made pursuant to the FW Act.

2. DEFINITIONS

AGREEMENT means the Dampier Bunbury Natural Gas Pipeline (DBNGP) National Control Centre Enterprise Agreement 2024.

DAY SHIFT means a shift beginning at 6am and ending at 6.30pm.

DBNGP means DBNGP (WA) Nominees Pty Ltd as trustee for DBNGP (WA) Pipeline Trust.

DBNGP Classification Framework means the competency and training requirements for each of the classification levels.

CONTINUOUS SERVICE has the meaning as set out in the FW Act.

DAYS PAY means 7.6 hours per day due to the averaging of the roster over a 12-month period and includes base salary plus the role specific allowance. For clarity, when an Employee takes leave, 7.6 hours is deducted, and Employees are paid as if they were at work.

EMPLOYEE(S) means an employee or employees of DBNGP engaged to work in the DBNGP National Control Centre (NCC) pursuant to a classification covered by this Agreement.

FW ACT means the Fair Work Act 2009 (Cth).

HOURLY RATE means the minimum annual base salary divided by 1976.

CLASSIFICATION LEVEL means the job grade assigned to an Employee for the role they perform, being one of the classifications in clause 22.8 of this Agreement in accordance with Appendix 1 of this Agreement and the DBNGP Classification Framework.

IMMEDIATE FAMILY OR HOUSEHOLD MEMBER of an Employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a member of the Employee's household.

NES means the National Employment Standards as contained in the FW Act.

NIGHT SHIFT means a shift beginning at 6pm and finishing at 6.30am. An exception to this is the rostered working from home night shift which means a shift commencing at 6pm and finishing at 10pm, unless required for leave coverage.

Peak Period is defined as Monday to Friday from 6.00am to 6.00pm.

Superannuation Guarantee Contribution (or SGC) is the minimum amount payable by the Employer (to a compliant superannuation fund on behalf of an Employee) to meet its obligations pursuant to the *Superannuation Guarantee* legislation. Until 1 July 2025, this is 11.5% of ordinary time earnings.

TOTAL COST REMUNERATION includes annual base salary and Superannuation Guarantee Contribution

UNION means The Australian Workers' Union (**AWU**).

3. APPLICATION OF AGREEMENT

This Agreement applies to and is binding upon:

- (a) DBNGP; and
- (b) The Employees; and
- (c) The AWU, subject to agreement and approval by the Fair Work Commission in accordance with section 201(2) of the FW Act.

4. TERM OF THE AGREEMENT

4.1 Term

- (a) This Agreement will commence operation seven (7) days after the date of approval by the Fair Work Commission and will expire four (4) years from the approval date. However, this Agreement will continue to operate past the nominal expiry date until it is replaced or terminated in accordance with the FW Act.
- (b) DBNGP, Employees and the AWU agree to commence bargaining for a replacement single Agreement six (6) months prior to the nominal expiry date of this Agreement.

4.2 National Employment Standards

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.3 Relationship to other instruments/awards/agreements

This Agreement is a stand-alone document, which means that all provisions from any State or Federal industrial instruments, agreements, or modern awards are excluded from this Agreement.

4.4 Company policies and Individual Contracts of Employment

- (a) DBNGP has contractual terms which may provide for entitlements and employment conditions which may be more beneficial to Employees than the terms of this Agreement. Those contractual terms which are more beneficial to Employees than those prescribed in this Agreement, shall continue to apply to those respective Employees.
- (b) An exception to 4.4 (a) is the Short-Term Incentive Plan (STIP) eligibility outlined in the employment contract. Employees will no longer be eligible to participate in STIP.
- (c) DBNGP will notify Employees of any changes to policies, procedures, guidelines, or standards which apply to Employees. Employees will need to familiarise themselves with and comply with all relevant standards, policies, practices, guidelines, and procedures, as introduced, or amended from time to time. Employees should contact their Superintendent if assistance is needed to access or to clarify any of these documents.

5. EMPLOYMENT TYPES AND CONDITIONS

- 5.1 An Employee will perform all duties that are requested of them provided they are within the Employee's skills, competence, and training and that it is safe to do so.
- 5.2 An Employee engaged under the terms of this Agreement may be engaged on a permanent (full time or part time) or maximum term (full time or part time) basis, subjects to the rights of termination provided for in this Agreement.
- 5.3 If DBNGP terminates a maximum term Employee's contract prior to the nominated termination date due to operational reasons, the Employee will be paid the base salary that the Employee would have earned had the contract continued to the nominated termination date. For clarity, this payment will not be paid in the event the Employee's employment ends for serious and gross misconduct or poor performance reasons.
- 5.4 DBNGP shall only employ casual employees on an irregular, ad hoc basis. Casual employees shall not be engaged on a systematic basis, or on a roster. Casual employees shall be paid 125% of the hourly rate paid to permanent full time employees.
- 5.5 It is DBNGP's intention to engage permanent Employees for regular work requirements.
- 5.6 A part-time Employee will be entitled to the benefits in this Agreement on a pro-rated basis.
- 5.7 The employment of a maximum term Employee terminates at the end of the maximum term without the need for notice to be given to the Employee unless otherwise stated in the Employee's individual employment agreement.
- 5.8 Where requested by two (2) employees with comparable skills, the Company shall agree to job sharing arrangements. The Company shall facilitate employees working a defined percentage of the roster with applicable pro rata salaries.

6. FEEDBACK

- 6.1 Superintendents must provide objective feedback to their direct reports and teams as required. Where feedback is required to be provided (whether positive or negative), that feedback must be timely, include tangible examples of performance, development opportunities, and provide Employees with a genuine opportunity to respond to the feedback in the presence of a representative, if requested by the Employee.
- 6.2 Employees must participate in DBNGP's performance review process which is designed to set KPIs and establish team goals and progression targets, as well as to provide feedback to the Employee.

7. JOB SECURITY

- 7.1 DBNGP does not intend to outsource work covered by this Agreement. Labour hire may only be utilised in the event DBNGP has made every reasonable effort to employ employees directly.
- 7.2 DBNGP will ensure that any labour hire companies or contractors engaged and used to perform work outlined in the classifications in this Agreement will provide terms and conditions no less than this Agreement for a permanent employee plus an additional 25% casual loading on all remuneration terms for their respective employment classification.

8. SEPARATION OF EMPLOYMENT

If an Employee decides to leave DBNGP, or if their employment is terminated, the following notice provisions will apply.

8.1 Separation initiated by the Employee

- (a) An Employee can terminate their employment by giving one calendar months' notice in writing sent to the general email address of their Superintendent. An exception to this is during the probation period where one (1) week's notice is required.

8.2 Separation initiated by DBNGP

- (a) DBNGP may terminate an Employee's employment by giving one calendar months' notice in writing (or five calendar weeks' notice if, at the date of termination, the Employee is over 45 years old and has at least two years' continuous service). Two exceptions to this are during the probation period where one (1) week's notice is required, and in the case of serious and gross misconduct, where no notice is required. This is addressed in sub-clause (c).
- (b) DBNGP may elect to provide the Employee with the required notice period, make a payment in lieu of notice or provide a combination of part notice and part pay in lieu of notice. DBNGP may direct an Employee to perform no work during their notice period.
- (c) If an Employee is found to have engaged in serious and gross misconduct DBNGP may terminate their employment immediately in which case the Employee will be paid only up until their last day of employment.

9. REDUNDANCY

A redundancy occurs where a position ceases to exist, and the Employee is not offered suitable alternative employment. A redundancy is also triggered if DBNGP elects to move the control room to another location more than 45km from the Perth CBD, on a permanent basis.

- 9.1 Suitable alternative employment shall mean another position commensurate with the Employee's skills and on terms no less favourable. For the purposes of this clause 9, 'suitable alternative employment':
 - (a) will not require an Employee to change their place of residence;
 - (b) will not require an Employee to reduce their rate of pay unless mutually agreed;
 - (c) will involve a 50% working time roster pattern unless mutually agreed.
- 9.2 If the Company is unable to offer the Employee suitable alternative employment, the Company will consult with the affected Employee(s). An Employee may elect to be redeployed to a position

at a lesser skill level and/or salary payment terms, if such a position is available.

- 9.3 Where there is no suitable alternative employment, and the employee does not elect to be redeployed to a position at a lesser skill level and/or salary payment the Employee will be entitled to a redundancy payment in accordance with this clause in addition to notice in accordance with Clause 8.2.
- 9.4 All redundancy payments are calculated at the salary rate applicable to the Employee's classification level on the date their employment ends and will be paid as per Table 1 below.
- 9.5 The Role Specific Allowance (RSA) contained in clause 11 will be payable on the redundancy payment.

Table 1: Redundancy Payment

Employee's continuous period of continuous service with DBNGP on termination	Redundancy payment
At least 1 year but less than 2 years	6 weeks
At least 2 years but less than 3 years	8 weeks
At least 3 years but less than 4 years	9 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 7 years	13 weeks
At least 7 years but less than 8 years	15 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years	18 weeks

- 9.6 A redundancy may be implemented:
 - (a) effective immediately, in which case payment in lieu of notice will be paid; or
 - (b) on a deferred basis, in which case only any portion of the Employee's notice period not worked will be paid in lieu.
- 9.7 During the period of notice of termination given by DBNGP in accordance with Clause 8.2 an Employee shall be permitted one (1) paid day per week at the total salary rate during each week of the notice period, for the purpose of seeking other employment. This should be arranged in consultation with the Superintendent to ensure operations are maintained.
- 9.8 Part-time Employees will be entitled to payments under this clause on a pro-rata basis.
- 9.9 Outplacement services will be offered to an Employee who is made redundant through a provider nominated by DBNGP which must be accessed within three (3) months of the date of termination.

10. HOURS OF WORK

10.1 Ordinary hours

- (a) A full time Employee's ordinary hour of work will be 38 hours per week, averaged over 12 months.
- (b) Employees are required to undertake a fifteen-minute handover at the start and prior to the end of each 12.5 hour shift. Employees will ensure that a clear and succinct shift log and shift handover document as per company procedure, clearly highlighting all operational variances and actions is presented to the oncoming shift to facilitate an efficient shift change. This has been considered in setting the Minimum Annual Base Salaries detailed in clause 11.2. which includes a paid thirty-minute handover.

10.2 Roster Cycle

- (a) A Roster Cycle shall consist of the following shifts:
 - i. three 12.5-hour Day Shifts
 - ii. followed by three 12.5-hour Night Shifts, or three 12.5-hour Day Shifts
 - iii. followed by six days off duty;
 - iv. followed by three 12.5-hour Day Shifts;
 - v. followed by three 12.5-hour Night Shifts, or three 12.5-hour Day Shifts
 - vi. followed by six days off duty;
 - vii. followed by three 12.5-hour Day Shifts;
 - viii. followed by three Night Shifts of four (4) hours at home (or 12.5 hours in the NCC if covering leave, with 8.5 hours or the remainder of the shift being paid as overtime) in accordance with clause 18 below.
 - ix. followed by six days off.
- (b) On average after every eight (8) roster cycles an Employee shall have an additional three (3) days off cycle in addition to the six (6) days off cycle (nine (9) days off cycle in total) for shift change to enable employee rotation.
- (c) The roster cycle pattern and hours of work can only change by agreement between DBNGP and the majority of employees.

10.3 Shift Changes

- (a) Employees may be required to move to a different point within a Roster Cycle due to:
 - i. the balancing of skills, competency, and training; or
 - ii. maintenance of domestic gas supply,
- (b) The Employee or Employees will be selected to move as follows:
 - i. the Manager or delegate will ask Employees (including those off-duty) with the required skill, competence, and training whether they agree to change;
 - ii. if insufficient Employees volunteer to change Employees may be directed to change provided that they are given notice of at least one Roster Cycle.
- (c) In calculating the shifts to be worked in transitioning the Employee to the new point in the Roster Cycle DBNGP will endeavor to achieve the same proportion of on-duty (i.e. 50% on duty and 50% off-duty) time for the Employee by the completion of the Roster Cycle.
- (d) Any additional shifts worked as a consequence of moving within Roster Cycle will be subject to overtime payments.
- (e) Any short fall in shifts worked as a consequence of moving within the Roster Cycle will not be recouped by DBNGP by requiring additional shifts to be worked by the Employee.
- (f) DBNGP will compensate employees for non-refundable expenses incurred as a direct consequence of the Employee being directed to move within the Roster Cycle pursuant to this clause. Reimbursement will be for non-refundable expenses incurred, up to a maximum of seven (7) days after the direction to move, except for leave and travel which will be reimbursed if booked up to six (6) months after the direction to move. Receipts must be provided.
- (g) An Employee may request to move to a different point within the Roster Cycle. The Employee must obtain agreement for the change from any other Employee affected by the change. The granting of such a request is at the discretion of DBNGP.

10.4 Rest periods

An Employee will have a rest period of at least 10 consecutive hours between work on successive days or shifts.

10.5 Meal and rest breaks

- (a) DBNGP expects Employees to manage their time effectively and to ensure they take breaks at times which support business needs, albeit a minimum of one rest or meal break shall be taken within five (5) hours of commencing shift. Employees should always consider health, safety and operational requirements when taking a meal or rest break.
- (b) Employees rostered to work a 12.5 hour shift shall be entitled to two paid x 15-minute rest breaks and one paid x 40 minute meal break per shift.
- (c) Meals and rest breaks are not cumulative.

11. REMUNERATION

11.1 Total Remuneration Package

- (a) Employees will receive a fixed remuneration package made up of:
 - i. Minimum Annual Base Salary; and
 - ii. Applicable Allowances as set out in this Agreement; and
 - iii. The SGC.
- (b) No Employee’s fixed remuneration package, as set out in their contract of employment, will decrease as a result of the commencement of this Agreement, other than as a result of a change to their employment status as agreed between DBNGP and the Employee.
- (c) An Employee’s Minimum Annual Base Salary and all applicable allowances will be paid, in fortnightly instalments, in arrears.
- (d) Overtime is paid in addition to the Minimum Annual Base Salary.
- (e) Employees will be entitled to a Role Specific Allowance (RSA), inclusive of SGC as set out in Table 2.
- (f) The SGC will be payable in accordance with clause 24.

11.2 Minimum Annual Base Salary and Total Cost Remuneration

The Minimum Annual Base Salary payable to Employees for the classification level the Employee performs is as follows (pro-rated for part-time Employees):

Table 2: Remuneration

Classification Level	Minimum Annual Base Salary	Total Cost Remuneration (TCR) (TCR being base salary plus SGC)	Role Specific Allowance (inclusive of SGC and paid in addition to the TCR)
Level A	\$120,628	\$134,500	19%
Level B	\$124,215	\$138,500	37%
Level C	\$146,188	\$163,000	37%
Level D	\$155,574	\$173,465	37%
Level E	\$160,091	\$178,501	37%

11.3 Salary Increases and the RSA

- (a) An Employee will be paid in accordance with the relevant classification level from the first full pay period after this Agreement comes into operation (the “Commencement Date”).

- (b) The minimum annual base salary in clause 11.2 (and an Employee's actual minimum annual base salary if their contract provides for a higher minimum annual base salary) will (subject to sub-clause (d) below) increase by 3.5% on the 12-month anniversary of the commencement date each year.
- (c) Annual salary increases in this Agreement shall continue on the 12-month anniversary of the commencement date each year only until the nominal expiry date of this Agreement.
- (d) The RSA provides additional compensation for shiftwork undertaken in accordance with the roster, including penalty payments for night shift, weekend work, public holidays, allowances (except for meal and on call) and annual leave loading.
- (e) RSA is payable on the Total Cost Remuneration (TCR) as per Table 2 in clause 11.2.
- (f) RSA is paid on leave taken.
- (g) SGC will be deducted from the RSA.

12. CLASSIFICATIONS

Employees will be classified in accordance with the terms set out in Appendix 1 of this Agreement.

13. NCC PAYMENT

- 13.1 Permanent Employees will receive two (2) x \$6,000 (inclusive of SGC) payments per year, one payment every six (6) months during the nominal term of the Agreement.
- 13.2 The first \$6,000 payment will be paid in the first full pay period after the Agreement comes into operation and every six months thereafter during the nominal term of the Agreement.
- 13.3 For clarity, eight (8) NCC Payments will be made during the life of the Agreement.

14. GYM MEMBERSHIP

- 14.1 DBNGP shall reimburse Employees for annual gym membership at a gym that is different to the company preferred provider, to the maximum value of \$1000 per annum, during the nominal term of the Agreement. Receipts will be required for reimbursement.
- 14.2 Employees may access the company preferred gym provider and DBNGP will pay the gym provider directly, during the nominal term of the Agreement.
- 14.3 Where an Employee has been reimbursed for an annual gym membership in 14.1, they are not eligible to access the DBNGP gym provider.

15. PARKING

- 15.1 DBNGP shall make sufficient parking bays available at the workplace without charge to Employees for utilisation by Employees when rostered to work or relieving another Employee.

16. MINIMUM STAFFING LEVELS

- 16.1 Absent genuine extenuating circumstances, such as unplanned leave absences, DBNGP will ensure that there shall be a minimum of three Employees rostered on each shift, during peak periods. On Night Shift one of the three (3) Employees shall be rostered to work from home.
- 16.2 If an Employee rostered to work from home is required to attend the workplace, then the Employee shall be paid 8.5 hours of Overtime in addition to their Salary.
- 16.3 Employees who have not been signed off as competent or do not have a current training plan in place shall be deemed a supernumerary Employee and shall not be included in the minimum number of Employees required to undertake safe operations.
- 16.4 The minimum staffing levels will not apply for four weeks following the exit of an Employee while DBNGP recruits their replacement.

17. INCLUSION OF ALLOWANCES ON PAYSLIPS

- 17.1 All allowances and overtime paid to Employees will be itemised on Employee's payslips.
- 17.2 Employees can access DBNGP's Employee Self Service for information relating to pay and leave entitlements.

18. OVERTIME

- 18.1 An Employee may be requested by their Superintendent to undertake overtime or work additional shifts beyond the rostered shifts due to operational requirements.
- 18.2 All overtime worked shall be by mutual agreement between DBNGP and each respective Employee.
- 18.3 DBNGP will make all reasonable endeavors not to contact Employees outside of working hours and an Employee will not be disadvantaged if they choose not to work overtime.
- 18.4 Overtime will be paid in the next pay process period following receipt of an approved overtime timesheet. Overtime forms are to be submitted by the Employee to the Superintendent prior to approval by the Head of Control Room Operations.
- 18.5 Overtime will be paid if an Employee has worked beyond 12.5 hours (or beyond four (4) hours for the rostered work from home shift) or worked additional shifts or part thereof during their rostered "time off" by agreement with their Superintendent.
- 18.6 Overtime will also be paid where an Employee is required, by mutual agreement, to attend meetings in the office or to undertake training during their rostered "time-off".
- 18.7 Employees undertaking training at the direction of DBNGP outside of their rostered on duty period shall be paid a minimum of six (6) hours overtime or paid for the actual hours in attendance at the training, whichever is the greater.
- 18.8 Meetings attended online at home shall be paid for the time of the meeting, with a minimum payment of one (1) hour.
- 18.9 **Payment of Overtime**
 - (a) Overtime will be paid at double the hourly rate of pay.
 - (b) RSA will be paid on overtime.

19. MEAL ALLOWANCE

- 19.1 If an Employee is required to work more than one hour of overtime after the completion of a 12.5 hour shift the Employee will be paid a meal allowance.
- 19.2 If an Employees is required to work an overtime shift with less than 24 hours' notice the Employee will be paid two meal allowances for the additional shift.
- 19.3 The meal allowance shall be \$37.65 per meal. This allowance will be increased in line with adjustments to the Australian Taxation Office Taxation Determination for overtime meal allowances.

20. ON CALL ALLOWANCE

- 20.1 An Employee who agrees to be on call shall be paid an On-Call allowance of \$200 per day or part thereof that they are on call.
- 20.2 The On-Call allowance shall be indexed in accordance with the % increase in salaries as prescribed by Clause 11.3 of this Agreement.
- 20.3 An Employee who is on call, shall be ready, willing and able to attend work at short notice, subject to the travel time required to attend work.
- 20.4 DBNGP shall endeavour to provide as much notice as possible to the Employee receiving the allowance.
- 20.5 As this will be utilised for out of cycle shift coverage, the Employee will be paid Overtime in the event they are required to work. The Employee will be paid a minimum of four (4) hours Overtime, or paid for the actual hours worked, if greater than four (4) hours.

- 20.6 If an Employee is on call to provide operational response or guidance and is required to work 30 minutes or more, a minimum two (2) hours overtime will be paid, if longer than two (2) hours, overtime will be paid for actual hours worked.
- 20.7 If the employee is unable to attend work whilst receiving the "On Call Allowance", the allowance payment will be forfeited.

21. LEAVE

DBNGP shall deduct 7.6 hours for each day of leave taken by an Employee from the Employee's relevant leave accrual. Each day of leave shall be paid at a day's pay as defined in this Agreement.

21.1 Annual Leave

- (a) A Permanent Full Time Employee shall accrue five (5) weeks (190 hours) of annual leave entitlement for every 12 months of continuous service.
- (b) An employee shall provide DBNGP with as much notice as reasonably practicable for annual leave requests.
- (c) Any request by an Employee to take annual leave will be considered by DBNGP and a response provided within ten (10) working days of the request being made.
- (d) Annual Leave can be taken in periods of one (1) day or more.
- (e) Annual Leave may be cashed out in accordance with the following provisions:
 - i. Paid Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than 12 months of entitlement; and
 - ii. Each cashing out of paid Annual Leave must be by a separate agreement in writing between the Company and the Employee; and
 - iii. The Employee will be paid out the same amount they would have received had they taken the Annual Leave.
- (f) Annual Leave accrues progressively and is cumulative.

21.2 Personal (Sick and Carer's) Leave

- (a) An Employee may access up to 10 days of Personal (Sick and Carer's) Leave per annum.
- (b) Personal Leave may be used in the following situations:
 - i. personal illness or injury or
 - ii. the Employee is the care giver of a member of their Immediate Family or Household Member suffering an illness, injury or due to unexpected emergency [Carer's Leave].
- (c) Employees are required to notify their Superintendent as soon as they become aware of the need to take Personal Leave. Reasonable supporting documentation such as a certificate from a medical practitioner or statutory declaration may be required to be submitted to the Employee's Superintendent for Personal Leave of three (3) days or greater.
- (d) Personal Leave accrues progressively and is cumulative.
- (e) If an Employee has exhausted their paid Personal Leave entitlement, they may take up to two (2) days unpaid Carer's Leave for each occasion where they can provide reasonable evidence (medical certificate from a registered health practitioner and/or statutory declaration) that they took the leave to provide care and support to the Immediate Family or Household Member. Each occasion must be authorised by the Employee's Superintendent.

21.3 Compassionate and Bereavement Leave

- (a) Employees will be eligible for up to three (3) days of paid Compassionate Leave for each occasion when:
 - i. a member of their Immediate Family or Household Member:

- ii. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - iii. sustains a personal injury that poses a serious threat to his or her life; or
 - iv. dies; or
 - v. a child is stillborn, where the child would have been a member of their Immediate Family or Household Member, if the child had been born alive; or
 - vi. the Employee, or the Employee's current spouse or current de facto partner, has a miscarriage.
- (b) Employees will be eligible for up to five (5) days of paid Bereavement Leave for each occasion when a member of their Immediate Family passes away. Any request for Bereavement Leave will take into account the closeness of the relationship, but requests will be considered for death outside of the Employee's Immediate Family or Household.
- (c) If an Employee applies for paid Compassionate or Bereavement Leave, they may be required to provide a medical certificate from a registered health practitioner and/or statutory declaration.

21.4 Long Service Leave

- (a) Permanent Employees are entitled to take 13 weeks accrued Long Service Leave after 10 years of continuous service with DBNGP and 6.5 weeks for each five (5) years continuous service thereafter.
- (b) Employees will be able to take accrued Long Service Leave after seven (7) years of continuous service.
- (c) Long Service Leave can be taken in blocks of six (6) days.
- (d) Where agreed between an Employee and their Superintendent, the Employee may elect to take Long Service Leave at double the salary rate and half the time.
- (e) Where agreed between an Employee and their Superintendent, the Employee may elect to take Long Service Leave at half the salary rate and double the time. For clarity and by way of example, an employee who has accrued 13 weeks Long Service Leave may elect to take 26 weeks' leave and receive 13 weeks' pay.
- (f) An Employee who has a full entitlement to Long Service Leave can request to have this entitlement cashed out. A full entitlement is defined as 13 weeks after ten (10) years' continuous service, and 6.5 weeks for every five (5) years' continuous service thereafter. Therefore, Long Service Leave may only be cashed out in blocks of 13 weeks after ten (10) years' continuous service, and 6.5 weeks for every subsequent five (5) years' continuous service. If an Employee elects to cash out Long Service Leave, they will not be eligible to apply for leave without pay for the following two (2) years from the date of cash out.
- (g) An Employee must provide DBNGP with as much notice as reasonably practicable of their intention to take Long Service Leave. Any request by an Employee to take Long Service Leave will be considered and a response provided within ten (10) working days of the request being made. An Employee will not be permitted to take Long Service Leave between 24 December and 2 January in any year if the Employee has not worked all or part of that period in the previous year.
- (h) An Employee will be entitled to pro rata payment in lieu of Long Service Leave on termination where the Employee has completed at least seven (7) years' continuous service.

21.5 Parental Leave

- (a) Employees are entitled to unpaid Parental Leave in accordance with the FW Act.
- (b) The minimum paid Parental Leave provided will be:
 - i. 18 weeks' paid Parental Leave for primary carers;
 - ii. 2 weeks' paid Parental Leave for secondary carers;
 - iii. A maximum 18 weeks' paid Parental Leave in total in the event that an Employee commences as a secondary carer and becomes a primary carer.

21.6 Community Service Leave

- (a) Five days paid leave will be provided to Employees who are required to complete compulsory training for the Defence Force Reserve Services or DFES provided that:
 - i. the Employee provides their Superintendent with a written request from the Defence Force or DFES (as applicable);
 - ii. the Employee is an active serving member of the Defence Force or DFES;
 - iii. the Employee makes all reasonable efforts to attend training within their normal off time.
- (b) Five days paid leave as required will be provided to Employees who engage in voluntary emergency activities where the Employee:
 - i. engages in an activity that involves dealing with an emergency or natural disaster;
 - ii. Engages in the activity on a voluntary basis; and
 - iii. is a member of, or has a member-like association with, a recognised emergency management body.
 - iv. An Employee is required to give notice to DBNGP as soon as practicable and to advise the period or expected period of absence.

21.7 Jury Service Leave

- (a) Employees must notify their Superintendent as soon as practicable after receiving notification of a requirement to attend for jury service.
- (b) Employees will continue to be paid their salary and all allowances ordinarily paid whilst on duty, when attending jury service during their on-duty period.
- (c) If an Employee is called for jury service but not empaneled, the Employee must immediately notify their Superintendent, and is required to make themselves available to perform any work as agreed with their Superintendent.
- (d) The Employee is not required to account for any payments received while on jury service.
- (e) The Superintendent will not approve an endorsement for exemption from jury service unless there are exceptional circumstances.

21.8 Indigenous Australian Cultural Leave

- (a) An Indigenous Australian Employee is entitled to ten (10) days unpaid leave in every two-year period for the purpose of fulfilling cultural lore requirements and obligations that are a recognised part of their indigenous culture.

21.9 Family and Domestic Violence Leave

- (a) Family and Domestic Violence Leave is provided for in the NES.
- (b) Employees who are experiencing family and domestic violence may take ten (10) days of paid family and domestic violence leave each year.
- (c) Employees may be required to provide evidence, such as a statutory declaration or documents issued by the police or a court.

21.10 Other Leave

- (a) Employees are also entitled to other leave in accordance with applicable legislation.

22. TRAINING

- 22.1 Training will be made available to all Employees to maintain the skills and competencies required to operate DBNGP's assets safely and to facilitate classification level progression.
- 22.2 Employees may apply through DBNGP's Education Assistance Program to undertake professional development separate to the classification level progression.
- 22.3 All training shall be undertaken during an Employee's rostered on-duty period, unless by mutual agreement.
- 22.4 DBNGP will reimburse an Employee for any fees incurred by the Employee associated with the

maintaining of licenses or professional/trade qualifications Employees are required by DBNGP to possess.

- 22.5 DBNGP will provide and pay for any fees associated with refreshers, renewals and training for Employees who are required by DBNGP to undertake duties requiring the refresher, renewal, medicals, or training.
- 22.6 DBNGP will be responsible for ensuring any applicable training required to maintain competencies is scheduled in consultation with the Employee prior to expiry. All non-DBNGP provided training must be approved by DBNGP prior to it being undertaken.
- 22.7 DBNGP will make reasonable attempts to schedule training at a location closest to the Employee's usual place of residence on the basis that there is an approved training provider in the area.
- 22.8 At the start of employment Employees will be assigned to one of the following classification levels:

Classification Level	Description
Level A	Working towards proficiency on one desk.
Level B	Fully proficient on one desk, working towards proficiency on second desk.
Level C	Fully proficient on both desks.
Level D	Advanced proficiency on both desks. Anticipation of operational variation to all assets unsupervised.
Level E	Coaches, mentors and validates controllers' competencies in conjunction with NCC Management. Has advanced knowledge and skills in areas where higher levels of complexity are involved.

- 22.9 Employees will progress through the classifications in the Agreement on the basis of their skills, qualifications, years' experience, in accordance with the classification levels as defined in the DBNGP Competency Classification Framework.
- 22.10 Training is to be provided by a Registered Training Organisation where possible, and where appropriate.
- 22.11 Employees who do not wish to undertake training due to personal or other reasons shall not be subject to any disciplinary action, except training which is necessary to maintain competency.

23. WORKING CONDITIONS

23.1 Control Room Ergonomics

- (a) Employees may request an ergonomic assessment through the Superintendent. DBNGP will book an ergonomic assessment with an independent provider within one week and promptly comply with any recommendations to provide ergonomic equipment.

23.2 Crib Facilities

- (a) DBNGP will make available a kitchenette facility for the Employees to make refreshments available and will include:
 - i. Fresh, cold, and hot water;
 - ii. A refrigerator for exclusive use;
 - iii. A microwave, cook top and oven, with utensils to facilitate the preparation of meals
 - iv. Coffee machine and kettle, including tea, coffee, sugar, milk, salt/pepper and tomato/bbq/chilli sauce.
 - v. Fresh fruits that are available daily for consumption by Employees.

23.3 National Control Centre Glass Walls and Doors

- (a) DBNGP will install frosted glass window film on the National Control Centre glass walls and doors in accordance with building code standards.

23.4 Fatigue

- (a) DBNGP recognises that working a rotating shift pattern can induce fatigue.
- (b) DBNGP will issue Employees with a Cab Charge for use by Employees who are fatigued. This includes the use of ride-shares and taxis to return to work for the next shift or to pick up a private vehicle.
- (c) The Employee who is affected by fatigue is to notify their Superintendent of their arrangements concerning their use of a cab to return to their place of residence.
- (d) DBNGP will engage a fatigue management specialist to assist Employees manage their fatigue, where requested by the majority of Employees.
- (e) The fatigue management specialist will be a third-party entity agreed between DBNGP and the majority of Employees.
- (f) Fatigue management assessments by a third-party entity shall take place twice in the first year of the Agreement and annually thereafter.
- (g) DBNGP and affected Employees will implement the recommendations of the fatigue specialist for the management of fatigue, subject to there being no reduction in employment standards or a change in the roster included in this Agreement.

24. SUPERANNUATION

- 24.1 DBNGP will pay the SGC on behalf of each Employee.
- 24.2 The Role Specific Allowance is inclusive of SGC.
- 24.3 Employees may nominate a complying superannuation fund of their choice. If the Employee does not nominate a complying superannuation fund, DBNGP will request Stapled Fund details from the Australian Taxation Office. If the stapled fund will not accept contributions, DBNGP will make contributions to the company default fund which is currently Equip Super.
- 24.4 The SGC will be made into the employees nominated superannuation account on a monthly basis, or in accordance with relevant legislation.

25. SALARY CONTINUANCE

- 25.1 DBNGP recognises the need to provide financial security to Employees where they have an extended absence from work on account of non-work-related personal illness and injury.
- 25.2 Income Protection will apply from the commencement of this Agreement. Subject to this clause the Company shall purchase and maintain Income Protection Insurance (sickness and accident) for all Employees covered by this Agreement.
- 25.3 The intent of the policy is to provide benefits (subject to the rules of that policy) including the following:
 - (a) 30 day waiting period,
 - (b) Cover for 75% of pre-injury/illness income to a maximum of up to 104 weeks. Pre-injury/illness income is based on the Employees average earnings over the previous 12 months. Where an Employee has not worked a full 12 months the earnings are averaged over the time worked.

26. SALARY SACRIFICE

- (a) Employees can elect to salary sacrifice in accordance with the company Salary Packaging Guideline.

27. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

27.1 Commitment to Consultation

- (a) DBNGP recognises the importance of consultation with Employees on matters that directly affect their employment.

27.2 Consultation Process

- (a) This clause applies if DBNGP:
- i. has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its business that is likely to have a significant effect on Employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of Employees. Any change to rosters shall be by agreement between DBNGP and the majority of affected Employees.
- (b) Major change
For a major change referred to in clause 27.2 (a) i or ii:
- i. DBNGP must notify the relevant Employees of the decision to introduce the major change; and
 - ii. subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative (including but not limited to a workplace delegate and/or the Union) for the purposes of the procedures under this clause.
- (d) If:
- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise DBNGP of the identity of the representative; DBNGP must recognise the representative.
- (e) As soon as practicable after making its decision, DBNGP must:
- i. discuss with the relevant Employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures DBNGP is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - ii. for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees, and
 - any other matters likely to affect the Employees.
- (f) However, DBNGP is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) DBNGP must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 27.2 (a) and sub clauses 27.2 (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on Employees if it results in:

- i. the termination of the employment of Employees; or
 - ii. major change to the composition, operation, or size of DBNGP 's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.
- (j) Change to regular roster or ordinary hours of work - for a change referred to in paragraph 27.2 (a) ii
- i. DBNGP must notify the relevant employees of the proposed change; and
 - ii. subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise DBNGP of the identity of the representative; DBNGP must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, DBNGP must:
- i. discuss with the relevant Employees the introduction of the change; and
 - ii. for the purposes of the discussion – provide to the relevant Employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what DBNGP reasonably believes will be the effects of the change on the Employees; and
 - information about any other matters that DBNGP reasonably believes are likely to affect the Employees; and
 - iii. 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).
- (n) However, DBNGP is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) DBNGP must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this clause, relevant Employees means the Employees who may be affected by a change referred to in sub-clause 27.2 (a).

28. WORKPLACE DELEGATE'S RIGHTS

- 28.1 Clause 28 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
- 28.2 In clause 28:
- (a) Employer means the employer of the workplace delegate;
 - (b) Delegates organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected; and
 - (c) Eligible Employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

28.3 Before exercising entitlements under clause 28, a workplace delegate must give DBNGP written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide DBNGP with evidence that would satisfy a reasonable person of their appointment or election.

28.4 An Employee who ceases to be a workplace delegate must give written notice to DBNGP as soon as practicable.

28.5 Right of Representation

A workplace delegate may represent the industrial interests of eligible Employees in matters including but not limited to:

- (a) Consultation about major workplace change;
- (b) Consultation about changes to rosters or hours of work;
- (c) Resolution of individual or collective grievances or disputes;
- (d) Performance management and disciplinary processes;
- (e) Enterprise bargaining, and
- (f) Any process or procedure in which the employees are entitled to be represented.

28.6 Entitlement to reasonable communication

- (a) a workplace delegate may communicate with eligible Employees for the purpose of representing the industrial interests of the Employees under clause 28. This includes discussing membership of the delegates organisation with the Employees and consulting the delegates organisation in relation to matters in which the workplace delegate is representing Employees.
- (b) a workplace delegate may communicate with eligible Employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

28.7 Entitlement to reasonable access to the workplace and workplace facilities

The employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the employer does not have them:

- (a) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication that are ordinarily used by the employer to communicate with eligible Employees in the workplace;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners, photocopiers and wi-fi.

28.8 Entitlement to reasonable access to training

DBNGP must provide a workplace delegate with access to up to five (5) days of paid time during normal working hours for initial training and one (1) day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:

- (a) DBNGP is not required to provide the five (5) days or one (1) day of paid time during normal working hours, to more than one workplace delegate per 50 eligible Employees.
- (b) A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered or required to work on a day on which the delegate is absent from work to attend the training.
- (c) The workplace delegate must give the employer as much notice as is practicable, and not less than five (5) weeks' notice, of the dates, subject matter and the daily start and finish times of the training.
- (d) The workplace delegate must, on request, provide the employer with an outline of the training content.

28.9 Exercise of entitlements under clause 28

- (a) A workplace delegate's entitlements under clauses 28.5 to 28.7 are subject to the conditions that the workplace delegate must:
 - i. comply with their duties and obligations as an Employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent Employees exercising their rights to freedom of association.
- (b) Clause 28 does not require DBNGP to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
- (c) Clause 28 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

NOTE 1: Under section 350A of the Act, DBNGP must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 24.

NOTE 2: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28.

28.10 Consultative Committee Meeting (CCM)

- (a) A CCM shall be held every quarter where management and the appointed Workplace Delegate can meet to discuss an agreed agenda.
- (b) Workplace Delegate's attendance at these meetings will be paid for their attendance.
- (c) Where requested with at least one (1) day of notice, Workplace Delegate will be given a reasonable allocated time to communicate with Employees during scheduled team meeting or safety meetings regarding matters dealt with through the CCM.

29. FLEXIBILITY TERM

- 29.1. DBNGP and an Employee may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement if:
 - (a) The agreement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - (b) The arrangement meets the genuine needs of the employer and Employee in relation to one (1) or more of the matters mentioned in clause (a); and
 - (c) The arrangement is genuinely agreed to by the employer and Employee.

- 29.2. DBNGP must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 29.3. DBNGP must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and Employee; and
 - (c) is signed by the employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 29.4. DBNGP must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 29.5. DBNGP or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if DBNGP and the Employee agree in writing — at any time.

30. DISPUTE RESOLUTION PROCEDURES

- 30.1. If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards,
- this clause sets out procedures to settle the dispute.
- 30.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 30.3. 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 Superintendents and/or management.
- 30.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 30.5. The Fair Work Commission may deal with the dispute in two (2) stages:
- (a) the Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be lodged against the decision.


- 30.6. While the parties are trying to resolve the dispute using the procedures in this clause:
- (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 DBNGP to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed, or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 30.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

31. NO EXTRA CLAIMS


- (a) Subject to the terms of the Agreement, the parties to the Agreement acknowledge that the Agreement is in full and final settlement of all issues, disputes and entitlements between the parties relating to the employment of the Employees covered by the Agreement.
- (b) The Employees, DBNGP and the Union/s covered by the Agreement will not pursue any extra claims before the nominal expiry date of the Agreement.

SIGNATORIES

Signed for and on behalf of DBNGP:

Signature	
Full Name	James Cameron Smith
Authority to sign the Agreement (Position)	EGM Transmission Operations
Business Address	140 St Georges Tce.
Date	3/12/2024.

Signed for and on behalf of the Australian Workers' Union:

Signature	
Full Name	Brad Gandy
Authority to sign the Agreement (Position)	AWU WA Branch Secretary
Business Address	3/25 Barrack Street, Perth WA 6000
Date	3 December 2024

Appendix 1: Classifications and Level Progression

1. Employees engaged by DBNGP prior to the approval of this Agreement by the Fair Work Commission shall be classified and paid at the Classification Level set out in the Classification Appointment Letter between DBNGP and each respective Employee, subject to an Employee being paid no less than their salary prior to the approval of this Agreement in the Fair Work Commission.

Classification Structure

Classification Level	Description
Level A	Working towards proficiency on one desk.
Level B	Fully proficient on one desk, working towards proficiency on second desk.
Level C	Fully proficient on both desks.
Level D	Advanced proficiency on both desks. Anticipation of operational variation to all assets unsupervised.
Level E	Coaches, mentors and validates controllers' competencies in conjunction with NCC Management. Has advanced knowledge and skills in areas where higher levels of complexity are involved.

DBNGP Classification Progression Framework

Classification Progression Framework Application Process

1. At the start of employment, Employees will be assigned one of the Classifications in Appendix 1 of this Agreement.
2. Employees will progress through the classifications in the Agreement on the basis of their skills, qualifications, years' experience, in accordance with the classification levels as defined by the DBNGP Competency Classification Framework.
3. Employees will need to demonstrate the required competence of the classification level as defined by the DBNGP Competency Classification Framework before they are eligible to apply to progress to that level.
4. An Employee can apply to their Superintendent to progress through the classification levels as defined by DBNGP Competency Classification Framework.
5. The Superintendent must review that application and make a decision within 14 days after having received that application, unless extenuating circumstances prevent the Superintendent from doing so.
6. If an Employee's progression is not endorsed by the Superintendent or the DBNGP has unreasonably refused to provide training or the time to undertake the training, the Employee may seek a review of that decision by the Head of Control Room Operations. If not resolved at this stage the matter will be resolved in-accordance with the dispute resolution procedures contained in clause 30 of this Agreement.
7. Employees can reach the highest level set out in the classification structure as defined by the DBNGP Competency Classification Framework.

8. The competencies listed for each classification level in the DBNGP Competency Classification Framework, are accurate as at the date of commencement of this Agreement. Competencies will be periodically reviewed and where required, they will be updated to ensure relevant and accurately represented skills and knowledge required to enable DBNGP to adapt to operational requirements.
9. It is DBNGP's intention that workbooks will be developed to track and record competencies and be used as evidence as part of an application to progress up a classification level.
10. The DBNGP's Competency Classification Framework will be implemented for the life of the Agreement. Should DBNGP's propose changes to the DBNGP Competency Classification Framework, consultation will be undertaken with a working group of at least two (2) employee representatives elected by a majority of Employees.
11. Amendments may only be made to the DBNGP Competency Classification Framework by agreement between DBNGP and a working group of at least two (2) employee representatives elected by a majority of Employees.
12. DBNGP will notify the Employees covered by this Agreement of any amendments made to the DBNGP Competency Classification Framework, and what those amendments mean for those Employees
13. Employees will be given the opportunity to maintain existing competencies and achieve all new competencies necessary to achieve progression to the next classification as defined in the DBNGP Competency Classification Framework in accordance with Appendix 1 of this Agreement.
14. An audit will be conducted of Employee competency as defined in the DBNGP Competency Classification Framework twice in the first year of this Agreement and annually thereafter. If an Employee has not maintained the relevant competencies within their current classification the Superintendents will work with the Employee to address the identified gap within a six month grace period. If the gap is not addressed by the end of the six month grace period the Employee will be re-classified downward, and their remuneration adjusted accordingly.
15. If an Employee chooses to no longer maintain the relevant competencies or perform work using the relevant competencies - they will be re-classified to the appropriate classification and their remuneration adjusted accordingly. An Employee must maintain a minimum competency and be willing to perform the work of Level C at a minimum.
16. Employees will be notified of their 'anticipated' classification as defined in the DBNGP Competency Classification Framework prior to the ballot for this Agreement. The relevant classification level will apply from the date of the commencement of the Agreement.

Appendix 2: Sign On Payment

Employees who are employed by DBNGP, and covered by the Agreement at the time this Agreement commences operation, shall be paid a one-time cash payment, as outlined below, in the first full pay period after the Agreement comes into operation.

- For employees commencing employment from 1 January 2024, a sign on payment of \$3,500 will be paid (inclusive of superannuation).
- For employees who commenced employment prior to 1 January 2024, a sign on payment of \$8,500 will be paid (inclusive of superannuation).