



VENTIA
TRANSPORT INFRASTRUCTURE OPERATIONS
(NEW SOUTH WALES)
ELECTRICIANS AGREEMENT

2023 - 2027

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1. TITLE

- 1.1. The title of this agreement is the Ventia Transport Infrastructure Operations (New South Wales) Electricians Agreement – 2023 - 2027

2. OPERATION

- 2.1. This Agreement shall commence operating seven days after the day it is approved by FWC (the Commencement Date).
- 2.2. The nominal expiry date of this Agreement shall be four years after the Commencement Date.
- 2.3. This Agreement replaces and rescinds the Ventia Transport Infrastructure Operations (New South Wales) CEPU Electricians Agreement 2019 - 2022.
- 2.4. The parties agree to commence bargaining for a new Agreement at least 6 months prior to the nominal expiry of this Agreement as set out in clause 2.2. If negotiations are conducted in good faith, neither negotiating party shall be disadvantaged by any extended delays to the new agreement.

3. PARTIES TO THE AGREEMENT

- 3.1. This Agreement is between:
 - (a) Ventia Pty Limited (ACN 51 603 146 676); and
 - (b) Employees engaged as Electricians and covered by Client Contracts at the commencement of this agreement.

4. APPLICATION OF THE AGREEMENT

- 4.1. This Agreement shall apply to the employment by the Employer's Transport sector of Electricians in NSW in connection with Incident Response and Maintenance contracts on Eastern Distributor, Cross City Tunnel, Lane Cove Tunnel, M2 Motorway and (**Client Contacts**), including their extension by the client. This Agreement regulates the terms and conditions of employment of Employees to the total exclusion of any other industrial instrument that might otherwise apply, including but not limited to any modern award.
- 4.2. For the avoidance of doubt, this agreement applies to Acting Supervisors (as defined) but does not apply to Supervisors (as defined).

5. DEFINITIONS

'Act' means the *Fair Work Act 2009* (Cth), as amended.

'Acting Supervisor' means an Employee who is requested by the Employer to act in the role of a Supervisor to cover the absence of the regular Supervisor.

'Agreement' means this Ventia Transport Infrastructure Operations (New South Wales) Electricians Agreement 2019 - 2022.

'Annualised Hourly Rate' means the hourly rate, as set out in Appendix A, paid to an Employee for all purposes except Overtime and worked Holidays.

'Client' means the company to which the Employer contracts to provide Transport Infrastructure Operations.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full-time or Part-time Employee consistently engaged to work or working Continuous Shift Work.

'Contract' means an executed agreement with a client to provide services within the scope of this agreement, including an extension with no change to existing scope, terms and conditions.

'Day Work' means work undertaken between the hours of 6.00am and 6.00pm on any day of the week that is not part of a Shift Roster.

'Day Work Employee' means an Employee who works Day Work.

'Electrician' means an Employee whose duties are outlined in clause 14 of this Agreement.

'Employee' means a person employed by the Employer as an Electrician.

'Employer' means Ventia Pty Limited.

'Full-time Employee' means an Employee employed to work 38 hours per week, averaged over the Roster Cycle.

'FWC' means Fair Work Commission.

'Holiday' means Picnic Day, being the first Monday in December of each year or any other date agreed between and the affected employees and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time:

New Year's Day	King's Birthday
Australia Day	Labour Day
Good Friday	Easter Sunday
Easter Saturday	Anzac Day
Easter Monday	Christmas Day
Boxing Day	

'Meal Break' means a break taken in accordance with clause 23 of this Agreement that does not form part of an Employee's Ordinary Hours but is paid at the Overtime (First 2 Hours) rate set out in Appendix A.

'On-Call' means a period of time outside of normal rostered hours, including a weekend, where an employee may be directed to make themselves ready and available to attend to emergency or incident response events.

'Day Work Employee' Dayshift employee commencing employment with Ventia post commencement of this agreement

'Incident Response and Maintenance Manager' means the person appointed by the Employer to manage the Incident Response and maintenance of a Transport Infrastructure Operations.

'Ordinary Hours' means 38 hours per week.

'Overtime' means hours worked by an Employee:

- (a) in excess of 7.6 per day on Day Work; or
- (b) in excess of the rostered hours in a Shift for Continuous Shift Work, or
- (c) which is an additional Shift in a Roster Cycle for Continuous Shift Work, as the case may be.

'Parties' means the Employer and the Employees.

'Part-time Employee' means an Employee, other than a Full-time Employee, engaged to work regular hours each week in accordance with a Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.

'Redundancy' occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

'Roster' means a schedule determining the hours of work of Full-time Employee or Part-time Employee, whether Day Work Employees or Continuous Shift Work Employees.

'Roster Cycle' means the period over which a Continuous Shift Work Employee completes one full cycle of Continuous Shift Work or a Day Work Employee completes one full cycle of Day Work.

'Shift' means the work hours of a Full-time Employee or Part-time Employee in any one day.

'Shift Roster' means a schedule determining the hours of work of Continuous Shift Work Employees.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Transport Infrastructure Operations' means operational and maintenance activities associated with Incident Response and Maintenance contracts on Eastern Distributor, Cross City Tunnel, Lane Cove Tunnel, M2 Motorway and M5 East, including their extension by client with same terms and conditions, excluding rail or light rail assets.

'Union' means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical, Energy and Services Division.

6. FLEXIBILITY TERM

- 6.1. The Employer and Employee covered may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) taking of meal breaks; and
 - (iv) taking of excess annual leave;
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 6.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.3. The Employer 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 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.
- 6.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5. The Employer or 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 the Employer and Employee agree in writing - at any time.

7. NO DURESS

7.1. The Parties declare that this Agreement was not entered into under any duress.

8. NO EXTRA CLAIMS

8.1. Employees and their representatives will not make any claim against the Employer for any increase in rates of pay or allowances or make any other claim during the life of the Agreement.

9. OPERATIONAL REQUIREMENTS

9.1. Employees shall carry out all lawful directions and duties that are within the limits of their skill, competence and training provided the Employee is capable of performing the work in a safe manner even if such duties are outside the Employee's normal duties.

9.2. Employees shall not impose any restrictive work practices and shall cooperate with the Employer to eliminate such practices.

9.3. The following arrangements shall apply:

- (a) At commencement of employment, an Employee will be assigned to a Transport Infrastructure Operations facility which will be their regular Transport Infrastructure Operations facility.
- (b) Relocation to a Transport Infrastructure Operations facility outside the County Cumberland will be by agreement between the Employer and the Employee.
- (c) To meet operational needs, the Employer may assign an Employee to a different Transport Infrastructure Operations facility which will become their regular Transport Infrastructure Operations facility provided that:
 - (i) the Employer gives the Employee seven days' notice; or
 - (ii) the Employee and the Employer otherwise agree.
- (d) An employee's personal circumstances may be a consideration prior to any relocation pursuant to clause 9.3(c).
- (e) Where an employee is assigned to a different regular Transport Infrastructure Operations facility in accordance with clause 9.3(c) employees will be recompensed for additional travel for a maximum period of 12 months as follows:

Distance*	15 - 30km	30-45 km	45-60km	>60km
\$(x) per week	20	50	75	100

**Distances will be calculated by determining the additional distance travelled by the Employee each Shift. That is, the distance travelled by the Employee from their principal place of residence to the new Transport Infrastructure Operations facility (round trip) less the distance travelled by the Employee from their principal place of residence to the old Transport Infrastructure Operations facility (round trip).*

- (f) If an employee is required to temporarily work from an alternative Transport Infrastructure Operations facility, the Employer shall have the discretion to provide transport to an Employee performing duties at other facilities or locations of Transport Infrastructure Operations. Where the Employer does not provide transport, the Employer will reimburse the reasonable additional travel costs incurred by the Employee, including public transport fares, tolls, mileage for use of the Employee's private vehicle.
- (g) Where the Incident Response and Maintenance Manager determines that Overtime is required to be worked at a Transport Infrastructure Operations facility, Employees assigned to that particular Transport Infrastructure Operations facility may be given the first preference to perform such Overtime, consideration will be given to the employee's level of familiarity with site and the suitability of their skills.
- (h) The Employer shall ensure that an Employee undertakes site specific induction for any Transport Infrastructure Operations facility they work at

9.4. The Employer may introduce technological change during the operation of this Agreement. The Employer undertakes to keep Employees informed of proposed changes and consult in accordance with clause 49 (Consultation) where required. =

10. ANNUALISED HOURLY RATE

- 10.1. This Agreement introduces annualised wages to replace the previous wage structure comprising ordinary rates of pay, all allowances, loadings, etc.
- 10.2. The hourly rate of pay for Ordinary Hours worked and non-worked Holidays will be known as the 'Annualised Hourly Rate'. No allowance, loading or penalty other than those outlined in this Agreement will be paid.
- 10.3. The Annualised Hourly Rate incorporates the ordinary hours' rate of pay and the following allowances, loadings etc from the Enterprise Agreement:

Senior First Aid Allowance

Accreditation Allowance

Payment for Meal Breaks

Holidays (Non-worked)

Annual Leave Loading

Afternoon Shift Allowance (for Continuous Shift Work Employees) Night Shift Allowance (for Continuous Shift Work Employees) Saturday Shift Allowance (for Continuous Shift Work Employees) Sunday Shift Allowance (for Continuous Shift Work Employees)

- 10.4. The Annualised Hourly Rate does not incorporate payment for Overtime, or the premium paid for worked Holidays. Overtime and the premium for worked Holidays will be paid separately in accordance with the provisions of the relevant part of this Agreement.
- 10.5. The model on which the Annualised Wage is determined is set out in Appendix B.
- 10.6. The Shift Roster Cycle on which the Annualised Hourly Rate is determined is set out in Appendix C. For employees classified as continuous shift workers the following arrangements shall apply should the Employer change the Shift Roster Cycle during the operation of this Agreement, resulting in a variation to the Annualised Hourly Rate:
- (a) If the variation results in a reduction to the Annualised Hourly Rate, the Employee's wages will not be reduced, but the value of such reduction will be taken into consideration at the time of setting the new Annualised Hourly Rate in any subsequent agreement.
 - (b) If the variation results in an increase to the Annualised Hourly Rate, the increased Annualised Hourly Rate will apply from the commencement of the subsequent Shift Roster.
- 10.7. Where there is need to change a dayshift to night shift for operational reason (i.e. to cover tunnel shuts) the Employee is entitled for a night shift loading in accordance to Appendix B.

11. AIMS

- 11.1. The Parties have agreed to work together to develop a committed and skilled workforce that is focused on high productivity and safe working conditions.
- 11.2. In particular the Parties have agreed to the following specific objectives:
- (a) to provide a safe and healthy workplace, adhere to and regard as a minimum standard State or National Occupational Health and Safety Standards and Codes of Practice;
 - (b) to empower individuals to make and be accountable for decisions;
 - (c) to promote a strong emphasis on teamwork;
 - (d) to encourage innovative action by Employees;
 - (e) to focus on the long-term satisfaction of the Client and improvement of the quality of service to the public;
 - (f) to provide and maintain effective communication and genuine consultation between the Parties;
 - (g) to provide appropriate training to Employees;
 - (h) to ensure that the Transport Infrastructure Operations remain open and tolls are collected 24 hours per day, each day of the year.

12. COMMITMENT

12.1. The Parties are committed to ensuring that:

- (a) this Agreement leads to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards;
- (b) all requirements of this Agreement are observed;
- (c) no further increases or decreases in any conditions, including but not limited to rates of pay, other than those provided for in this Agreement, will be claimed or paid during the life of this Agreement;
- (d) stoppages of work or other forms of unlawful industrial action will not occur at any time.

13. CONTRACT OF EMPLOYMENT

13.1. Employees under this Agreement may be employed in one of the following categories:

- (a) Full Time
- (b) Part Time
- (c) Casual
- (d) Fixed Term

13.2. Each Employee shall be employed as an Electrician and will work either:

- (a) Day Work; or
- (b) Continuous Shift Work

13.3. If the Employer no longer requires an Employee to work Day Work, the Employee may be reasonably directed, in accordance with clause 49 (Consultation) by the Employer to commence Continuous Shift Work.

13.4. If the Employer no longer requires an Employee to work Continuous Shift Work, If the Employer and an Employee agree, the Employee may cease Continuous Shift Work and commence Day Work. If there is no agreement, the Employee shall continue to perform Continuous Shift Work.

13.5. The Employer may deduct payment for any Shift or part of a Shift where an Employee is absent from duty without reasonable cause.

13.6. It is a fundamental requirement of employment that Employees have to deal with the public and provide friendly, courteous service at all times. Employees shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts.

- 13.7. Continuous Shift Work Employees will be required to work regularly on Saturdays, Sundays and Public Holidays to cover all operations of Transport Infrastructure Operations 24 hours per day, seven days per week, 52 weeks per year.
- 13.8. Employees will be subject to video surveillance from time to time and will be notified in accordance with the *Workplace Surveillance Act 2005 (NSW)*.

14. DUTIES AND ACCREDITATION

- 14.1. An Electrician has obligations to carry out duties as directed. Any direction by the Employer must be consistent with a safe and healthy workplace.
- 14.2. The Employer may direct an Electrician to carry out such duties and use such tools and equipment as may be required and are within the Electrician's skill, ability competence and training, consistent with the enterprise's requirements and this Agreement.
- 14.3. The duties of an Electrician include, but are not limited to:
- (a) conducting routine maintenance, inspection and reporting on electrical and mechanical equipment, including tolling equipment;
 - (b) calibration and setting up of equipment and instrumentation;
 - (c) monitoring and operation of motorway, road or busway control systems;
 - (d) attendance at emergencies and incidents as directed;
 - (e) advising and directing drivers and other persons in matters relating to traffic movements;
 - (f) working with and entering data Ventia Management Systems including but not limited to Asset & Maintenance management systems and Operating and Quality systems which may change from time to time; and
 - (g) other maintenance duties as directed.
- 14.4. It is a condition of employment that an Electrician must possess certain accreditation, a driver's licence and any other special vehicle licence required to carry out their duties. The licences and accreditation required of an Electrician shall be such as is required by law, along with any other licences and accreditation as determined by the Employer. A failure to obtain, retain or to notify the Employer immediately following the loss, cancellation or suspension of any licences or accreditation will jeopardise the Employee's continued employment.
- 14.5. Other than the Supervisors License- Electrical - Individual (or such other licence or certificate required by legislation), where the Employer determines that certain accreditation is required of an Electrician, the Employer shall provide the necessary training and meet the cost of licences or tickets in order for the Electrician to obtain and retain such accreditation. For the avoidance of doubt, the Employee shall be responsible for obtaining and retaining

the Supervisor License - Electrical - Individual (or such other licence or certificate required by legislation).

- 14.6. Any Electrician who fails, or refuses without reasonable cause, to undergo the Employer provided training, as set out in 14.5 above, will be subject to disciplinary action and may jeopardise his or her continued employment.
- 14.7. Nothing in this clause shall remove the right of the Employer to terminate the employment of an Electrician who fails to obtain or retain accreditation, a driver's licence or any other special vehicle licence as required as a condition of employment.

15. HOURS OF WORK

- 15.1. The Incident Response and Maintenance Manager shall determine the starting and finishing times for all Employees.
- 15.2. A Day Work Employee will normally perform his or her Ordinary Hours from Monday to Friday, inclusive. However, by agreement between the Employer and the Day Work Employee, Ordinary Hours may be performed on any other day of the week.
- 15.3. In established facilities present sign on sign off arrangements will stay in place. At new establishments sign on arrangements will be agreed between the parties. Any decision to alter these arrangements will be subject to the requirements of the Consultation Clause (49)

16. ROSTERS

- 16.1. A Roster may vary from time to time but any changes to the Roster will be notified to the relevant Employees at least seven days in advance.
- 16.2. Employees shall be available for work for all Shifts which they are rostered to work and shall perform all necessary duties in each Shift.
- 16.3. Subject to the requirements of subclauses 9.3(f), (g) and (h), the Employer may request an Employee to start their Shift at any location within a Transport Infrastructure Operations facility set up for that purpose provided that:
 - (a) the Employee finishes their Shift at the same location; or
 - (b) agrees to finish their Shift at another location.

In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved. The Incident Response and Maintenance Manager may release from duty the off-going Employee if it would be unreasonable for him or her to remain on duty.

17. ON-CALL ALLOWANCE

- 17.1. An On-Call allowance of 2 ordinary hours is payable when an employee is rostered 'On Call' for a period of up to 24 hours.:
- 17.2. To be eligible for the On-Call allowance and to be rostered on call for a particular site, an employee must:
- (a) Have completed the appropriate Ventia and site inductions and be appropriately familiar with the site to be able to complete emergency works
 - (b) Be rostered to be ready and available, or agree to be ready and available as agreed with his/her manager; and
 - (c) Be fit for duty; and
 - (d) Attend incidents and emergencies as required; and
 - (e) Be contactable during the entire time they are rostered to be On-Call

17.3. The Recall provisions of this agreement as detailed in clause 18 will apply in the event of an employee being required to attend to emergency or response events whilst On-Call.

17.4. Payments for callout

A callout where the time does not extend past 3 hours (Tech has arrived home) finishes at the end of the 3 hours period. Where an additional call out is received within the 3 hours call out period (or when tech is already working on an extended callout) the additional callout will be treated as an extended call out, paid as overtime, and will finish on arrival home. This can consist of a number of callouts.

A callout received either after expiry of the 3 hours callout period (when technician has returned home) or after an extended call out (when the tech has returned home) is treated as a new call out.

18. RECALL TO WORK

18.1. Where an Employee is:

- (a) after the expiration of their Shift finishing time; and
- (b) after leaving the Employer's premises,

recalled to work without prior notice, the Employee shall be paid at the applicable Overtime Rates set out in Appendix A.

18.2. An Employee recalled to work in this way shall be paid at that rate for a minimum of three hours' work.

19. RATES OF PAY FOR HOURS OF WORK

19.1. Day Work

Ordinary Hours worked on Day Work shall be paid at the applicable Annualised Hourly Rate for a Day Work Employee set out in Appendix A.

Overtime worked on Day Work shall be paid at the applicable Overtime Rates for a Day Work Employee set out in Appendix A.

19.2. Continuous Shift Work

Ordinary Hours worked on Continuous Shift Work shall be paid at the applicable Annualised Hourly Rate set out in Appendix A.

Overtime worked on Continuous Shift Work shall be paid at the applicable Overtime Rates set out in Appendix A.

Overtime worked on a Holiday shall be paid at the applicable Overtime Rates set out in Appendix A.

19.3. Worked Holidays

Employees shall be required to work on Holidays. All work performed on a Holiday shall be paid at the applicable Worked Holiday Premium Rate set out in Appendix A.

19.4. Non-worked Holidays

Employees who are not required to work on a Holiday but would have normally been rostered to work on that Holiday will be paid their Annualised Hourly Rate for 7.6 hours.

20. TYPES OF EMPLOYMENT

20.1. Employee under this Agreement will be employed in one of the following categories:

- (a) Full Time
- (b) Part Time
- (c) Casual
- (d) Fixed term – Full Time or Part Time

20.2. A full-time employee is an employee who works an average of 38 ordinary hours per week.

20.3. Part-time employees

- (a) A Part Time Employee is an Employee engaged to work regular hours each week in accordance with a Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.
- (b) The Ordinary Hours of a Part-time Employee shall be worked continuously, excluding any Meal Break, and shall not be less than 3 or more than 7.6 hours per day or Shift.

20.4. A Part-time Employee may work Day Work or Continuous Shift Work.

20.5. A Roster for a Part-time Employee shall set out the days and the starting and ceasing times the Part-time Employee works each week or as otherwise arranged by mutual agreement.

20.5.1. A Part-time Employee shall be entitled to Annual Leave, Personal Leave, Compassionate Leave and Parental Leave in accordance with the Act, on a pro rata according to their ordinary hours of work.:

20.6. Casual Employees

- (a) A casual employee has the meaning given by the Act.
- (b) A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this agreement except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits. '
- (c) When engaging a person for casual employment, the Company must inform the employee, in writing, that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- (d) A casual employee is entitled to payment for a minimum of four hours' work per engagement, plus the relevant allowances on each occasion they are required to attend work.
- (e) A casual employee must be paid a casual loading of 25% for ordinary hours as provided for in this agreement. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.
- (f) A casual employee required to work overtime, or weekend work will be entitled to the relevant penalty rates prescribed in Appendix A (Casual Employee).
- (g) A casual employee required to work on a public holiday prescribed by the NES must be paid 275% of the ordinary time hourly rate prescribed for the employee's classification.
- (h) **Casual Conversion to Full Time or Part Time**

A casual employee can request to convert to a full time or part time role in accordance with the Casual Conversion provisions in the Act, as varied from time to time.

21. OVERTIME

- 21.1. All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Incident Response and Maintenance Manager to meet the demands for the operation and maintenance of the Transport Infrastructure Operations.
- 21.2. Full-time and Part-time Employees on Day Work required to work Overtime shall be paid at the applicable Overtime Rates set out in Appendix A.
- 21.3. Where Overtime is necessary, it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her normal work on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay at the Annualised Hourly Rate.
- 21.4. If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he or she shall then be paid the appropriate Overtime rate until he or she is released from duty for that period and he or she shall then be entitled to be absent until he or she has ten consecutive hours off duty, without loss of pay at the Annualised Hourly Rate.
- 21.5. Subclauses 21.1, 21.2 and 21.3 of this clause shall not apply when the time worked is by an arrangement between the Employees themselves or when the rotation of Shifts has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.

22. MEAL ALLOWANCE

- 22.1. Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours' notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.

23. REST PAUSES

- 23.1. Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes' duration without loss of pay during the first four hours. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 23.2. In order to meet the requirements of the operation or maintenance of the Transport Infrastructure Operations, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with subclause 23.1 of this clause. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with the said subclause 23.1, but only for the length of time equal

to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

24. MEAL BREAK

24.1. Employees who work:

- (a) more than five continuous hours but less than eight and a half continuous hours shall be entitled to a Meal Break of 30 minutes,
- (b) more than eight and a half continuous hours shall be entitled to a Meal Break of 42 minutes,

to be taken approximately mid-way through their Shift. However, the time of taking the Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Transport Infrastructure Operations.

24.2. In order to meet the requirements of the operation or maintenance of the Transport Infrastructure Operations, the Employer may direct an Employee to return to work if the Employee is taking a Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Meal Break in accordance with subclause 24.1 of this clause, but only for the length of time equal to that part of the Meal Break which the Employee did not receive because of the direction of the Employer

24.3. The Meal Break shall not:

- (a) form part of the Ordinary Hours of an Employee;
- (b) be included for the purposes of calculating Overtime; and
- (c) entitle the Employee to receive any allowance or penalty in respect of the Meal Break.

25. WAGES AND OTHER MATTERS

25.1. Wage increases

The Annualised Hourly Rates set out in Appendix A will increase as outlined in Appendix A.

25.2. Salary Packaging

The Employer may offer salary packaging arrangements to Employees in accordance with its remuneration and benefits policy and Australian Taxation Office guidelines (both as varied from time to time) provided these arrangements do not incur any additional cost to the Employer.

Where a salary packaging agreement is entered into, the Employer and the Employee will allow the Employee to sacrifice a portion of his or her pre-tax Annualised Weekly Rate for this purpose. The Employee's Annualised Weekly Rate will then be reduced by the amount the Employee elects to salary sacrifice.

The reduced annualised weekly wage and salary sacrifice contributions shall apply to all periods of paid leave provided by this Agreement.

Employer superannuation contributions, termination and redundancy payments are calculated on the basis no salary packaging agreement is in place.

Upon termination of employment or during periods of unpaid absences the Employee shall be liable for meeting salary packaging commitments and payments, including notifying the salary packaging provider and making arrangements for payments to continue.

Additional conditions applying to salary packaging are set out in Appendix E.

26. ACTING SUPERVISOR ALLOWANCE

- 26.1. When the regular Supervisor is absent from work, another Employee (who is not a Supervisor) may be requested by the Employer to act in the role of a Supervisor to cover the absence of the regular Supervisor, subject to the agreement of the Employee.
- 26.2. In these circumstances, the Employee will be paid an acting supervisor allowance of \$3 per hour in addition to the Annualised Hourly Rate.
- 26.3. The acting supervisor allowance as set out in clause 26.1 is subject to the Employee performing the duties expected of a Supervisor which include but are not limited to:
 - (a) Directing and setting work practices, standards and expectations to team members;
 - (b) Allocating resources to ensure the delivery of maintenance activities;
 - (c) Maintaining reports and records; and
 - (d) Holding Toolboxes.
- 26.4. Notwithstanding anything in this clause, the Employer will determine the supervisory needs required for each shift.

27. ELECTRONIC FUNDS TRANSFER

- 27.1. All wages will be paid by means of electronic funds transfer into a bank account designated by each Employee. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Agreement.

28. RESTRICTIVE WORK PRACTICES

- 28.1. It shall be a key function of all Employees in conjunction with the Incident Response and Maintenance Manager to:
 - (a) formulate an action plan aimed at the elimination of any restrictive work practice; and

- (b) carry out the action so planned.

29. TECHNOLOGICAL CHANGE

- 29.1. The Parties accept that during the life of this Agreement it may be necessary for the Employer to implement technological change. If this situation arises, Employees will be kept informed of proposed changes and consulted in accordance with clause 49 (consultation) where required.

30. SUPERANNUATION

- 30.1. The Employer shall pay a contribution of an amount as prescribed by the Superannuation Guarantee (Administration) Act 1992, from time to time.
- 30.2. Contributions shall be payable from the date of the commencement of employment of the Employee with the Employer. Contributions shall be paid into a complying fund of the Employee's choosing on a monthly basis. Where no choice is made, then contributions paid on behalf of the Employee shall be paid into the Employee's 'stapled super fund' as advised by the Australian Taxation Office. If the Employee does not choose a fund and does not have a 'stapled super fund', then contributions will be paid into the Employer's default fund which is currently Future Plus Super Fund.

31. ANNUAL LEAVE

- 31.1. Subject to this clause, Annual Leave is governed by the National Employment Standards as set out in the Act.
- 31.2. Full-time and Part-time Employees shall be entitled to 4 weeks' Annual Leave for each year of service in accordance with the Act. Shift Work Employees (as defined in clauses 2 and 31.1(b) of the Building and Construction General On-Site Award 2020) are entitled to 5 weeks' Annual Leave for each year of service. An Employee's entitlement to annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work, and accumulates from year to year.
- 31.3. Full-time and Part-time Employees shall be paid for a period of Annual Leave at the applicable Annualised Hourly Rate set out in Appendix A.
- 31.4. Upon termination of employment the Employee shall be paid any amount of accrued but untaken Annual Leave at the applicable Annualised Hourly Rate set out in Appendix A.
- 31.5. An Employee must obtain the approval of the Incident Response and Maintenance Manager before taking any period of Annual Leave.
- 31.6. An Employee is entitled to request to cash out a portion of their annual leave accrual in accordance with the Act as it applies from time to time.

31.7. The parties agree that it is important to work together to ensure annual leave is regularly taken and accruals do not become excessive. The Employer may set out a plan with an Employee to ensure annual leave is taken when it falls due to ensure accruals do not exceed 25 days for Full-Time Employees, and 30 days for Shift Work Employees.

32. PERSONAL/CARER'S LEAVE

Personal/carer's Leave is governed by the National Employment Standards as set out in the Act.

32.1. Full-time and Part-time Employees shall be entitled to 10 days' Leave for each year of service in accordance with the Act. An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to an Employee's ordinary hours of work, and accumulates from year to year.

33. LONG SERVICE LEAVE

33.1. The *Long Service Leave Act 1955*, or any Act which replaces this Act, each as amended, shall apply.

34. JURY SERVICE

34.1. Subject to this clause, Jury Service is governed by the National Employment Standards as set out in the Act.

34.2. Employees required to attend for Jury Service during rostered working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the Annualised Hourly Rate in respect of those hours the Employee would have worked had the Employee not been on Jury Service. An Employee shall notify the Employer as soon as possible of the date upon which attendance for Jury Service is required. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

35. FLEXIBLE WORK ARRANGEMENTS

35.1. The following arrangements will apply where an Employee chooses time off in lieu of payment for Overtime:

- (a) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for Overtime at a time or times agreed with the Employer within 12 months of the said election.
- (b) Overtime taken as time off in lieu during ordinary hours shall be taken at the Annualised Hourly Rate, that is, an hour for each hour worked.
- (c) If, having elected to take time off in lieu as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason,

payment for time accrued at Overtime Rates shall be made at the expiry of the 12-month period or on termination, provided that the payment will be made at the same value as the Overtime Rate applicable at the time that such time was accrued.

- (d) Where no election is made in accordance with paragraph (a), the Employee shall be paid Overtime Rates in accordance with this Part A.

35.2. Make-up Time

- (a) A Day Work Employee may elect, with the consent of the Employer, to work 'make-up time', under which the Employee takes time off during Ordinary Hours and works those hours at a later time as agreed between the Employee and the Incident Response and Maintenance Manager.
- (b) A Shift Work Employee may elect, with the consent of the Employer, to work 'make-up time' under which the Employee takes time off during Ordinary Hours and works those hours at a later time as agreed between the Employee and the Incident Response and Maintenance Manager.

Make-up time will be paid at the Annualised Hourly Rate.

36. PARENTAL LEAVE

36.1. Parental Leave is governed by the National Employment Standards as set out in the Act.

37. COMPASSIONATE LEAVE

37.1. Compassionate Leave is governed by the National Employment Standards as set out in the Act.

37.2. Full-time and Part-time employees shall be entitled to 2 days' Paid Compassionate Leave in accordance with the Act. Casual Employees shall be entitled to two days' unpaid compassionate leave in accordance with the Act.

38. LEAVE TO DEAL WITH FAMILY & DOMESTIC VIOLENCE

38.1. Family & Domestic Violence leave is governed by the Act.

39. OCCUPATIONAL HEALTH AND SAFETY

39.1. It is recognised that safety is a team commitment involving Managers, Supervisors and Employees working together through consultation and co-operation.

39.2. The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.

- 39.3. Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc., will be provided to all Employees.
- 39.4. The Employer shall provide and the Employee shall wear and use protective clothing and safety equipment nominated by the Employer from time to time. The Employee shall request any additional protective clothing or safety equipment required in addition to normal issue and the Employer shall not refuse any reasonable request. Protective clothing and safety equipment shall remain the property of the Employer.
- 39.5. Adequate first aid facilities shall be maintained by the Employer in accordance with the Work Health and Safety Act 2011 (NSW) and its regulations, as amended.

40. MEDICAL EXAMINATIONS

- 40.1. In addition to the pre-employment examination, the Employer will arrange for general medical examinations of Employees covered by this Agreement every 12 months and, in addition, lead level and audiogram testing will be conducted every 12 months. There will be no payment in excess of ordinary wages to an Employee to attend these medical examinations which will be carried out during normal working hours on the following basis:
- (a) All costs of medical checks will be borne by the Employer;
 - (b) The Employer will maintain records of the medical checks;
 - (c) The medical records shall be made available to the Employee concerned;
 - (d) A copy of the medical record is to be forwarded to the Employee's treating doctor on request; and
 - (e) In all other circumstance's information contained in the medical records is to remain confidential.

41. ALCOHOL AND OTHER DRUGS

41.1. Zero tolerance

The Employer has zero tolerance to Employees impaired by alcohol and other drugs during working hours. An Employee will not be allowed to enter or work on the Transport Infrastructure Operations if, in the opinion of the Employer's supervisor, the Employee is under the influence of alcohol or any drugs which impair his or her ability to work in a safe and effective manner.

41.2. Employee's obligations

An Employee must:

- 1) not attend work unfit for duty or impaired from the use of alcohol, Prohibited Drugs, Prescription Drugs or OTC Drugs;
- 2) seek information from his or her doctor or health professional on the use and effects of Prescribed Drugs and OTC Drugs that he or she intends to take, or may have taken;

- 3) report to the Incident Response and Maintenance Manager the prescribed or required use of Prescription Drugs or OTC Drugs that may result in impairment; and
- 4) if requested by the Employer, provide a medical certificate which contains sufficient detail to allow the Employer to assess his or her ability to undertake his or her duties safely and effectively.

41.3. Testing

The Employee acknowledges that he or she may be required to undergo tests to determine the use of any alcohol or drugs at any time during his or her employment with or as part of his or her pre-employment medical examination with the Employer.

Tests may be carried out in any of the following situations:

- 1) pre-employment testing: testing for the use of drugs or alcohol may be conducted as a standard component of the pre-work medical assessment process;
- 2) reasonable cause: where there is reasonable cause to believe that drugs or alcohol may impact the Employee's ability to undertake his or her duties safely and effectively;
- 3) incident, accident or near miss: testing may be conducted immediately after an incident, accident or near miss which an Employee is involved in;
- 4) random: random testing may be carried out at any time at the discretion of the Employer. The method of selection will be by drawing names from a hat of the Employees on duty.

The method of testing will be in accordance with Company Policy.

41.4. Consent

The Employee consents to the Employer supplying records of testing results to any Client for whom the Employee performs work for, during his or her employment with the Employer.

41.5. Refusal to undergo testing

If an Employee refuses to undergo testing, this will be considered a breach of a fundamental term of his or her employment contract, and the Employer reserves the right to initiate disciplinary proceedings for such a breach including terminating his or her employment without notice.

41.6. Positive testing

If a positive test result is confirmed by Sample A, a second test will be carried out immediately.

If Sample B test results confirm a positive testing for drugs or other substances the Employee may be suspended from work for the remainder of his or her shift.

The Employer reserves the right to initiate disciplinary proceedings for repeated breaches including terminating the Employee's employment without notice.

41.7. Definitions

Client means any client of the Employer at whose premises an Employee may be required to attend or work.

Over-The-Counter Drugs (OTC): means non-prescription drugs or medications that may be legally purchased and used according to specific medical or general directions provided with the product.

Prescription Drugs: means drugs or medications, legally purchased and used according to specific medical directions.

Prohibited Drugs: means all illegal drugs, and the unauthorised use of prescription medications capable of impairing performance.

Sample A: means the first positive testing for drugs and other substances.

Sample B: means a second positive testing for drugs and other substances which is performed immediately after Sample A.

42. CLOTHING

42.1. Upon appointment the Employer shall issue each Employee with an initial issue of uniform items.

42.2. Such items shall be replaced or exchanged on a one-for-one, fair wear and tear basis or as required to maintain a proper presentation in the workplace.

Such uniforms shall remain the property of the Employer and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue, all replaced items of uniform shall be returned to the Employer.

42.3. Where an Employee for no good reason fails to return items of issued clothing, the Employer may deduct an amount of \$50 from the Employee's termination pay, excluding Annual Leave or Long Service Leave payments.

42.4. Each Employee is responsible for laundering and maintaining uniforms in a presentable condition. An allowance for laundering is included in the Annualised Hourly Rate.

43. TRAINING

43.1. The Employer will provide training and education as required. This training and education will be carried out wherever practical during Ordinary Hours.

43.2. Where training takes place outside Ordinary Hours, payment for such training will be at the applicable Overtime Rates with a minimum payment of 3 hours.

44. PROBATIONARY PERIOD

- 44.1. All Employees will be employed on the basis of an initial six-month probationary period. During this period, the Employee's suitability for continued employment will be assessed. Prior to the completion of the probationary period, the employer may offer employment to the Employee in accordance with this Agreement.
- 44.2. Should any Employee not be suitable after the Employer has explained its concerns and given the Employee an opportunity to improve, the Employee may be dismissed with one week's notice.

45. UNION RIGHT OF ENTRY

- 45.1. Admission of an employee or official of the Union to the workplace shall be in accordance with the Act and the relevant and applicable occupational health and safety legislation in New South Wales.

46. EMPLOYEE REPRESENTATIVE

- 46.1. The Employer recognises the right of Employees to be represented in their dealings with the Employer, if they so choose. If an Employee chooses to be represented by an employee representative, the employee representative shall be allowed reasonable time during working hours to discuss with the Employer the matter affecting the Employee whom the employee representative represents. Such discussions should be arranged for times which are convenient to both parties. Before an employee representative leaves his or her workplace, permission must first be obtained from his or her Supervisor.

47. DISPUTE SETTLEMENT PROCEDURE

- 47.1. The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Employer and its Employees.

- 47.2. If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards

the dispute shall be dealt with in the following manner:

- 47.3. If an Employee has a grievance arising out of his/her employment with the Employer, the Employee shall notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.
- 47.4. If the matter cannot be resolved between the Employee or the Employee's representative and the Supervisor, it shall be referred to the Incident Response and Maintenance

Manager. The Employee has freedom of choice in deciding whether to be represented, and if so, by whom.

- 47.5. If the matter is still not resolved, the Employee may request the Incident Response and Maintenance Manager to refer the grievance to senior management of the Employer.
- 47.6. All parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the Parties.
- 47.7. If the grievance is not resolved by the above process, the Parties may refer the grievance to FWC for conciliation and/ or mediation;
- 47.8. If the matter in dispute is not resolved by conciliation, the parties may agree to allow FWC to arbitrate, subject to the following:
 - 1) FWC may give all such directions and do all such things as are necessary for the just resolution of the dispute, including but not limited to those things set out in Division 3 of Chapter 5 of the Act or other legislation applicable to the tribunal.
 - 2) In making its determination FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
 - 3) In discharging its role and exercising its powers under this procedure, any decision, order, recommendation, or proposed resolution of the Fair Work Commission must be consistent with the Act.
- 47.9. Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

48. ANTI-DISCRIMINATION

- 48.1. It is the intention of the parties bound by this Agreement to, among other things, respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 48.2. Accordingly, in fulfilling the Employer's obligations, the Employer must endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 48.3. Nothing in this clause is taken to affect:
 - (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

- (b) junior rates of pay;
- (c) an Employee, the Employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

49. CONSULTATION

49.1. This clause applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its Transport Infrastructure Operations; and
- (b) the change is likely to have a significant effect on Employees of the Transport Infrastructure Operations.

49.2. The Employer must notify the relevant Employees of the decision to introduce the major change.

49.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

49.4. 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 Employer of the identity of the representative;

the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the 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.

- 49.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 49.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 49.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to Transport Infrastructure Operations of the Employer, the requirements set out in subclauses 49.2, 49.3 and 49.5 are taken not to apply.
- 49.9. In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's Transport Infrastructure Operations 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 other than as provided for by this Agreement; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace other than as provided for by this Agreement; or
 - (g) the restructuring of jobs.

In this clause 'relevant Employees' means the Employees who may be affected by the major change.

Appendix A: Annualised Wage Rates

The rates of pay below shall apply from the first full pay period commencing on or after each of the dates indicated in the tables.

Continuous Shift Work Employee ED/CCT

Rate of Pay (Gross)	Rates prior to commencement of agreement	Oct 2023 4.25%	Oct 2024 3.95%	Oct 2025 3.75%	Oct 2026 3.75%
Annualised Hourly Rate	\$63.48	\$ 66.91	\$69.55	\$72.16	\$74.87
Annualised Weekly Rate (38 hours)	\$2412.32	\$ 2,542.57	\$2,643.01	\$2,742.12	\$2,844.95
Worked Holiday Premium Rate (per hour)	\$55.85	\$ 57.06	\$59.31	\$61.53	\$63.84
Overtime (First 2 Hours) (per hour)	\$69.38	\$ 72.11	\$74.95	\$77.76	\$80.68
Overtime (After 2 Hours) (per hour)	\$91.96	\$ 95.64	\$99.42	\$103.15	\$107.01
Overtime (Holiday) (per hour)	\$114.53	\$ 119.18	\$123.88	\$128.53	\$133.35

Day Work Employee

Rate of Pay (Gross)	Rates prior to commencement of agreement	Oct 2023 4.25%	Oct 2024 3.95%	Oct 2025 3.75%	Oct 2026 3.75%
Annualised Hourly Rate	\$51.44	\$ 53.43	\$ 55.54	\$ 57.62	\$ 59.78
Annualised Weekly Rate {38 hours)	\$1954.64	\$ 2,030.21	\$ 2,110.41	\$ 2,189.55	\$ 2,271.65
Overtime (First 2 Hours) (per hour)	\$68.38	\$ 72.11	\$ 74.95	\$ 77.76	\$ 80.68
Overtime (After 2 Hours) (per hour)	\$90.63	\$ 95.64	\$ 99.42	\$ 103.15	\$ 107.01
Night shift Loading	\$10.29	\$ 16.03	\$ 16.66	\$ 17.29	\$ 17.93

Casual Employee

Rate of Pay (Gross)	Rates prior to commencement of agreement	Oct 2023 4.25%	Oct 2024 3.95%	Oct 2025 3.75%	Oct 2026 3.75%
Day Shift	\$58.87	\$61.34	\$63.76	\$66.15	\$ 68.63
Afternoon Shift	\$69.17	\$ 72.07	\$74.92	\$77.73	\$ 80.64
Night Shift	\$70.64	\$79.74	\$82.89	\$86.00	\$ 89.22

Appendix B: Annualised Wage Model

Continuous Shift Work Annualised Salary (ED/CCT)			
Loading Description		(\$ Gross)	
Cycle Rate with No Loading			
Base Rate of Pay * Total Hours Worked During Cycle (\$base rate *304)		\$ 14,309.28	
Loading Per Cycle			
Total Base Pay + Loading - Cycle Rate with No Loading		\$ 4118.63	
Average Loading For all hours worked Loading per Cycle / Cycle Rate with No Loading		28.78%	
Wage Rate		(\$ Gross)	
Cycle (8 weeks)		\$ 14,309.28	
Week (38 hours per week)		\$ 1,788.66	
Hourly Rate (base)		\$ 47.07	
Description	No Weeks	Loading On Base Rate of Pay	Amount earned (\$ gross)
No. Working Weeks per Year	44.74	28.78%	\$ 103,058.06
No. Annual Leave Weeks per Year	5	28.78%	\$ 11,517.44
No. of Sick Leave Weeks per Year	1	0.00%	\$ 1,788.66
No. of Public Holiday Weeks per Year	1.26	150.00%	\$ 5,634.28
Annual Wage rate (Number weeks per year)	52		\$ 121,998.44
Payment Type	Per Annum(\$ Gross)	Description	
Wage Rate	\$121,998.44	Annual Wage rate	
Accreditation Allowance	\$ 1.00	Allowance Paid per hour worked	
	\$ 1,976.00	(\$ Accreditation Allowance x 52 Working Weeks per Year x 38 Hours per Week)	
Paid Meal Break	\$ 8,191.95	0.7 hour per shift worked paid at 1.5 Base Rate (0.7 Hours x 1.5 x Base Rate) x 51 Working Weeks per Year / 8 Week Cycle x 26 Shifts per Cycle	
Public Holidays (Non-Worked)	\$ 1,788.66	5 days at 7.6 hours	
Annualised Wage (including worked Holidays)	\$134,945.70	per annum, including first aid allowance	
Payment Type			(\$ Gross)

Annualised wage Rate excluding worked Holidays (per annum) <i>(Annualised Wages (including worked holidays) - Worked Holiday Premium)</i>	\$ 132,213.82
Annualised Weekly Wage Rate	\$ 2,542.57
Annualised Hourly Rate	\$ 66.91
Worked Holiday Premium Rate (per annum) <i>(1.5 - Average Loading for all hours worked x Base Rate of Pay x 38 hours per week x 1.26 weeks)</i>	\$ 2,731.88
Worked Holiday Premium Rate (per hour) <i>(worked holiday premium rate / 1.26 / 38)</i>	\$ 57.06
Overtime Rate (First 2 Hours) (per hour) <i>((Base Rate of pay x 1.5) + accreditation allowance and first aid allowances)</i>	\$ 72.11
Overtime Rate (After 2 Hours) (per hour) <i>((Base Rate of pay x 2) + accreditation allowance and first aid allowances)</i>	\$ 95.64
Overtime Rate (Holiday) (per hour) <i>((Base Rate of pay x 2.5) + accreditation allowance and first aid allowances)</i>	\$ 119.18
Day to Night shift change loading 9.05%* loading on Annualised Hourly Rate (excludes meal break)	\$ 6.06

Day Work Employee Annualised Salary			
Wage Rate	(\$ gross)		
Hour - Base Rate	\$	47.07	
Week (38 hours per week)	\$	1,788.66	
Description	No Weeks	Loading On Base Rate of Pay	Amount Earned (\$ gross)
No. Working Weeks per Year	47	0.0%	\$ 84,067.02
No. Annual Leave Weeks per Year	4	17.5%	\$ 8,406.70
No. of Sick Leave Weeks per Year	1	0.0%	\$ 1,788.66
No. of Public Holiday Weeks per Year	0	150.0%	\$ -
No. Weeks per Year	52		\$ 94,262.38
Item	Per Annum (\$ gross)	Description	
Annual Wage Rate	\$ 94,262.38		
Accreditation Allowance	\$ 1.00	Paid per hour worked	
	\$ 1,748.00	(\$ Accreditation Allowance x 52 Working Weeks per Year x 38 Hours per Week)	
Paid Meal Break	\$ 8,570.03	(0.7 Hours x 1.5 x Base Rate) x 51 Working Weeks per Year x 5 days per week	
Public Holidays (Non-Worked)	\$ -	5 days at 7.6 hours	
Annualised Wage (Including all Holidays)	\$ 105,571.08	per annum, including First Aid Allowance	
Payment Type			(\$ Gross)
Annualised wage Rate excluding worked Holidays (per annum)			105,571.08
Annualised Weekly Wage Rate (Annualised Wage Rate \ 52)			\$ 2,030.21
Annualised Hourly Wage Rate (Annualised Weekly Wage Rate \ 38)			\$ 53.43
Overtime Rate (First 2 Hours) (per hour) ((\$Base Rate x 1.5) + accreditation allowance and first aid allowances)			\$ 72.11
Overtime Rate (After 2 Hours) (per hour) ((\$Base Rate x 2) + accreditation allowance and first aid allowances)			\$ 95.64
Night work hourly loading (30% night loading)			\$ 16.03

50. Appendix C: Annualised Roster Cycle

Portion of Shift

Portion of Shift	Loading Applicable (%)	Loading Amount per Hour (\$)	Base Rate of Pay + Loading Amount per Hour (\$)
Morning Work	0.0%	\$ -	\$ 47.07
Afternoon Work	17.5%	\$ 8.24	\$ 55.31
Night Work	30.0%	\$ 14.12	\$ 61.19
Saturday Work	50.0%	\$ 23.54	\$ 70.61
Sunday Work	100.0%	\$ 47.07	\$ 94.14
Holiday Work	150.0%	\$ 70.61	\$ 117.68

Current Eight (8) Week Roster Cycle ED/CCT

Shift Description	Portion of Shift	Hours Worked per Portion	Frequency During Cycle	Hours Worked During Cycle	Total Base Pay + Loading per Portion (\$)
Monday - Friday Day Shift	Morning Work	7.4	10	74.0	\$ 3,483.18
	Afternoon Work	4.0	10	40.0	\$ 2,212.29
Monday - Thursday Night Shift	Afternoon Work	4.0	8	32.0	\$ 1,769.83
	Night Work	7.4	8	59.2	\$ 3,622.51
Friday Night Shift	Afternoon Work	4.0	2	8.0	\$ 442.46
	Night Work	2.0	2	4.0	\$ 244.76
	Saturday Work	5.4	2	10.8	\$ 762.53
Friday Day (8HR) Shift	Friday	7.6	1	7.6	\$ 357.73
Saturday Day Shift	Saturday Work	11.4	1	11.4	\$ 804.90
Saturday Night Shift	Saturday Work	6.0	2	12.0	\$ 847.26
	Sunday Work	5.4	2	10.8	\$ 1,016.71
Sunday Day Shift	Sunday Work	11.4	1	11.4	\$ 1,073.20
Sunday Night Shift	Sunday Work	6.0	2	12.0	\$ 1,129.68
	Night Work	5.4	2	10.8	\$ 660.86
				304.0	\$ 18,427.91

Average Loading

Cycle pay with no loading	\$ 14,309.28
Loading per cycle	\$ 4,118.63
Average Loading for All Hours Worked	2-8.78%

Description	No. Weeks	Loading on Base Rate	Amount Earned (\$)
No. Working Weeks per Year	44.74	28.78%	\$ 103,058.06
No. Annual Leave Weeks per Year	5	28.78%	\$ 11,517.44
No. of Sick Leave Weeks per Year	1	0.00%	\$ 1,788.66
No. of Public Holiday Weeks per Year	1.26	150%	\$ 5,634.28
No. Weeks per Year	52		\$ 121,998.44

Day Shift Roster Cycle

Shift Description	Portion of Shift	Hours Worked per Portion	Frequency During Cycle	Hours Worked During Cycle	Total Base Pay + Loading per Portion (\$)
Monday - Friday Day Shift	Morning Work	8.0	1	38.0	\$ 1788.66
					-
				38.0	1788.66

Average Loading for All Hours Worked

Cycle pay with no loading	\$ 1788.66
Loading per cycle	\$
Average Loading for All Hours Worked	0.00

Description	No. Weeks	Loading on Base Rate	Amount Earned (\$)
No. Working Weeks per Year	47	0.00%	\$ 84,067.02
No. Annual Leave Weeks per Year	4	17.50%	\$ 8,406.70
No. of Sick Leave Weeks per Year	1	0.00%	\$ 1,788.66
No. of Public Holiday Weeks per Year	0	0%	\$ -
No. Weeks per Year	52		\$ 94,262.38

51. Appendix D: Termination and Redundancy

1 NOTICE OF TERMINATION

1.1 Notice of termination by the Employer

1.1.1 In order to terminate the employment of an Employee the Employer must give to the Employee the period of notice specified in the table below:

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

1.1.2 In addition to the notice in 1.1.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

1.1.3 Payment in lieu of the prescribed notice in 1.1.1 and 1.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

1.1.4 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 Employer 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:

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

1.1.5 The period of notice in this clause does not apply:

- 1.1.5(a) in the case of dismissal for serious misconduct;
- 1.1.5(b) to apprentices;
- 1.1.5(c) to casual employees;
- 1.1.5(d) to Employees engaged for a specific period of time or for a specific task or tasks; or
- 1.1.5(e) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement.

1.1.6 Continuous service is as defined in section 22 of the Act.

1.2 Notice of termination by an Employee

1.2.4 The notice of termination required to be given by an Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

1.2.5 If an Employee fails to give the notice specified in 1.1.1 the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under 1.1.4.

1.3 Job search entitlement

Where the Employer has given notice of termination to an Employee, an 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 Employer.

1.4 Transfer of business

Where a business is transferred from one Employer (the First Employer) to another (the Second Employer) and the Employee transfers employment, the period of continuous service that the Employee had with the First Employer is deemed to be service with the Second Employer and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

2 REDUNDANCY

2.1 Definitions

2.1.4 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

2.1.5 Transfer of business has the meaning given in the Act..

2.1.6 Week's pay means the Annualised Hourly Rate applicable to the Employee concerned.

2.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former Annualised Hourly Rate and the new ordinary time rate for the number of weeks of notice still owing.

2.3 Severance pay

2.3.4 Severance pay

An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Years of Service	Under 45 Years of Age	Over 45 Years of Age
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Less than 1 year	Nil	Nil
1 year and less than 2 years	4 Weeks' pay*	5 Weeks' pay*
2 years and less than 3 years	7 Weeks' pay*	8.75 Weeks' pay*
3 years and less than 4 years	10 Weeks' pay*	12.5 Weeks' pay*
4 years and less than 5 years	12 Weeks' pay*	15 Weeks' pay*
5 years and less than 6 years	14 Weeks' pay*	17.5 Weeks' pay*
6 years and over	16 Weeks' pay*	20 Weeks' pay*

* Week's pay is defined in 2.1.4

2.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 1 - Notice of Termination. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice but will not be entitled to payment in lieu of notice.

2.5 Other acceptable employment

2.5.4 Consistent with section 120 of the Act, the Employer, in a particular redundancy case, shall not be required to make the severance payment prescribed in 2.3.1 if the Employer obtains other acceptable employment for an Employee and the FWC determines that the amount of severance pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.

2.5.5 This provision does not apply in circumstances involving transfer of business as set in 2.7.

2.6 Job search entitlement

2.6.4 During the period of notice of termination given by the Employer in accordance with 1.1, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

2.6.5 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

2.6.6 The job search entitlements under this subclause apply in lieu of the provisions of 1.3.

2.7 Transfer of business

2.7.4 The severance pay entitlements in this clause are not applicable in the circumstances prescribed in section 122 of the FW Act.

(i)

2.8 Employees exempted

2.8.1 This clause does not apply to:



- 2.8.1(a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- 2.8.1(b) casual employees;
- 2.8.1(c) Employees engaged for a specific period of time or for a specific task or tasks;
- 2.8.1(d) probationary Employees;
- 2.8.1(e) apprentices; or
- 2.8.1(f) trainees.

Appendix E: Additional Conditions Applying to Salary Packaging

The following conditions shall apply in addition to clause 25.2 of the Agreement:

- The Employer has the sole discretion to select the salary packaging provider.
- Employees accepting an invitation to enter into a salary packaging arrangement must complete all necessary declarations outlining the terms and conditions of participation.
- The invitation to participate in a salary packaging arrangement will be valid for a period of 3 months from the date of the Employer's People & Capability authorisation.
- The Employee shall be responsible for reading and understanding the Employer's employee benefits policies, as amended from time to time.
- The Employee shall be responsible for seeking independent financial advice or waiving their right to do so.
- The Employee must accept that upon resignation or termination of employment his or her salary packaging account will be reconciled, and any residual balance paid to him or her as normal taxable salary.
- The Employee agrees to pay any residual debt for expenditure or Fringe Benefits Tax (FBT) after reconciliation of his or her account.
- The Employee agrees to pay all the salary packaging provider's applicable administration fees as requested.
- The Employee agrees to pay all FBT generated from these arrangements.
- The Employee agrees to comply with the salary packaging provider's applicable terms and conditions.
- The Employee agrees to comply with the applicable taxation legislation and other Australian Taxation Office requirements.
- The Employee understands that either party may terminate a salary packaging agreement and discontinue salary packaging at any time; however, termination of such agreement will not release the Employee from any novated lease finance arrangements that he or she has entered into.
- The Employee shall provide all necessary declarations, receipts and documentation to substantiate his or her salary packaging arrangements and agree to pay any penalties or FBT incurred as a result of inaccurate or incomplete information provided by him or her.
- The Employee acknowledges and agrees that in the event of any unpaid leave taken by him or her, he or she must ensure that sufficient funds are available to meet all costs associated with all salary sacrificing arrangements. Where there are insufficient funds, the Employer has the option to cease the arrangement.
- The Employee acknowledges that in order to enter into salary packaging arrangements he or she may be required to provide certain personal information to the salary packaging provider. Provision of such information will be subject to the salary packaging provider's privacy policy.

SIGNATORIES

Ventia Defence Stores (the Employer)		
	Signed for and on behalf of Ventia Pty Ltd by:	Signature of the employer was witnessed by:
Name:	Edward Djundja	Robert Mitrevski
Title:	Contract Manager	Network Maintenance Manager
Address:	43 Bourke St Woolloomooloo, 2011, NSW.	43 Bourke St , Woolloomooloo, 2011, NSW.
Signature:		
Date:	05/01/2024	05/01/2024

Bargaining Representative		
	Signed for and on behalf of the employees Bargaining Representative by:	Signature of the Bargaining Representative was witnessed by:
Name:		
Title:		
Address:		
Signature:		
Date:		