



## Ventia Pty Ltd QTSC Enterprise Agreement 2024

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## 1. TITLE

The title of this Agreement shall be the Ventia Pty Ltd QTSC Enterprise Agreement 2024.

## 2. BASIS OF THE AGREEMENT

### 2.1. Coverage of the Agreement

This Agreement shall cover:

- a) Ventia Pty Limited, 090 873 662 (the "Employer"); and
- b) Employees of the Employer who:
  - (i) Are engaged in a classification in Appendix A; and
  - (ii) Work on the Department of Transport and Main Roads South Coast Road Asset Management Contract, Brisbane Airport's Pavement Maintenance Services Contract, and/or the Port of Brisbane's Road Corridor Maintenance Contract; and
  - (iii) Carry out a type of work specified in clause 2.1(c).
- c) This Agreement covers the following types of work within Ventia transport sector:
  - (i) Pavement, wearing surface, drainage and general civil routine, planned and programmed maintenance services, road corridor construction and rehabilitation works, broader operational and maintenance activities, including but not limited to incident response, landcare management and drainage management, associated with:
    - Roads, including Highways, Freeways and Motorways;
    - Regulated ports; and
    - Intermodal transport facilities

### 2.2. Relationship with the National Employment Standards (NES)

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'.

### 2.3. Definitions

**"Agreement"** means the Ventia Pty Ltd QTSC Enterprise Agreement 2024.

**"All-Purpose Allowance"** means an allowance deemed to be payable for all purposes of this Agreement including overtime, penalty rates and periods of paid leave such as annual leave, personal leave and public holidays.

**"All Purpose Rate"** means the ordinary rate of pay inclusive of the relevant all-purpose allowances.

**"Casual Employee"** has the meaning given by the FW Act. A Casual Employee is engaged by the hour and paid a casual loading of 25% in addition to their ordinary hourly rate to compensate



for, amongst other things, all forms of paid leave, redundancy payments, notice of termination of employment and public holiday/s not worked.

**"Continuous Shift Work"** means a shift roster worked continuously (twenty-four (24) hour coverage) throughout the seven (7) days (or sometimes six (6) days) of each week, where Employees are rostered to work regularly on Saturdays, Sundays and Public Holidays. '

**"Day Work"** means work where the ordinary hours are rostered between the hours of 6am and 6pm subject to movement in accordance with sub-clause 6.2 (a)

**"Double Time"** means the Ordinary Hourly Rate plus 100% of the ordinary hourly rate. Double time may be paid as a loading for ordinary hours or as a penalty for overtime.

**"Double Time and a Half"** means the Ordinary Hourly Rate plus 150% of the Ordinary Hourly Rate. Double Time and a Half may be paid as a loading, or as a penalty for overtime.

**"Dispute"** means any disagreement or dispute in respect to any matters arising under the Agreement or the NES which is dealt with by clause 23 of this Agreement.

**"Employee"** means Employees of the Employer within the classification structure of this Agreement as specified in Appendix A.

**"Employer"** means Ventia Pty Ltd.

**"Fixed Term Employee"** means an Employee employed for a prescribed period.

**"FW Act" or "Act"** means the *Fair Work Act 2009* (Cth) as may be amended from time to time.

**"Manager"** means a person who has the delegation of authority as determined by the Employer, to make and/or enforce decisions.

**"NES"** means the National Employment Standards as set out in the FW Act.

**"Ordinary Hourly Rate"** means the ordinary hourly rate of pay as detailed in the Pay Table in Appendix B.

**"Ordinary Hours/Hourly"** means Employees normal and regular hours of work, which do not attract overtime rates, and which total an average of 38 hours for a full-time employee

**"Ordinary Time"** means the weekly rate of pay for a classification, divided by 38 (hours). Ordinary Time includes any All-Purpose Allowance.

**"Public Holiday"** has the meaning provided in clause 19.

**"Recall"** means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back.

**"Rest Break"** means a break, which may be treated as paid or unpaid, where Employees remain available to carry out reasonable duties.

**"Shift loading/s"** means a standalone flat percentage payment of the Employee's Ordinary Hourly Rate paid for all ordinary hours the Employee is engaged on those shifts (refer to sub-clause 6.4).

"**Shift loading of 10%**" means the Ordinary Hourly Rate plus 10% of the Ordinary Hourly Rate.

"**Shift loading of 30%**" means the Ordinary Hourly Rate plus 30% of the Ordinary Hourly Rate.

"**Supervisor**" means the direct line manager of the Employee concerned who has overall authority and provides day to day direction to the Employee concerned.

"**Time and a Half**" means the Ordinary Hourly Rate plus 50% of the Ordinary Hourly Rate. Time and a Half may be paid as a loading for Ordinary Hours or as a penalty for overtime.

"**Trainee**" means an Employee engaged by the Employer under a recognised traineeship.

#### 2.4. Operation of the Agreement

- a) This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission (the **Approval Date**). The nominal expiry date of the Agreement will be the date three (3) years after the Approval Date.
- b) This Agreement will operate to the exclusion of any and all awards and other enterprise agreement/s.

#### 2.5. Where reference is required to an Award for the purposes of meeting the Better Off Overall Test, the relevant Awards are::

- Building and Construction General On-site Award 2020 [MA000020]
- Asphalt Industry Award 2020 [MA00054]

### 3. OBJECTIVES OF THE AGREEMENT

Each Employee agrees to work collaboratively with the Employer to help achieve its objectives by:

- a) Adhering to the Ventia values of "living Integrity, Delivering Excellence, Demonstrating Leadership and Being Enterprising;
- b) Heightening awareness and acceptance of accountability levels of all in the contracting process within the Employer's operations;
- c) Encouraging the Employer's Employees to accept responsibility in helping manage the total work site performance including that of subcontractors and suppliers;
- d) Developing concepts of best practice, continuous improvement and quality control to enhance productivity and efficiency;
- e) Developing a co-operative and harmonious working environment in the enterprise;
- f) Developing better employee management practices that promote shared concepts of skill development, learning, teamwork, participation, flexibility and communication;
- g) Developing and creating initiatives to; ensure customer satisfaction, productivity and to eliminate lost time;
- h) Enhancing job satisfaction.

It is agreed that the measures in this Agreement, properly implemented and carried out, will assist in the achievement of these objectives.

## 4. OBLIGATIONS

### 4.1. No Extra Claims

The Parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Agreement.

No proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the Fair Work Commission (the "Commission") or any other industrial tribunal.

### 4.2 Consultation

This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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.

- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, 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.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).



(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

(16) In this term:

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

#### 4.3 Flexibility Arrangements

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - a. the agreement deals with 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 1 or more of the matters mentioned in paragraph (a); and
  - c. the arrangement is genuinely agreed to by the employer and employee.
2. The employer 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.
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 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.
4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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.

## 5. CONTRACT OF EMPLOYMENT

### 5.1. Engagement

At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Agreement, or alternatively, access to the Agreement in electronic format at the discretion of the Employee.

- a) Employees under this Agreement may be employed in one of the following categories:
  - i) Full-time Employees;
  - ii) Part-time Employees;
  - iii) Casual Employees; or
  - iv) Fixed Term Employees
- b) On some assignments, or where work is carried out at particular location/s, the Employer may decide to pay (at its absolute discretion) an Employee rates, allowances, penalties or other benefits that are in addition to, or greater than, the rates, allowances, penalties and benefits set out in this Agreement.
- c) When the Employer determines that such an arrangement is to cease, the Employee's entitlement to the additional rates, allowances, penalties and other benefits will cease and the Employee will only be entitled to the rates, allowances, penalties and benefits to their usual/substantive role as set out in this Agreement.

### 5.2 Casual Employees

A casual Employee has the meaning given by the FW Act.

When a person is engaged as a casual employee they will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, and the relevant rate of pay.

A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate and carer's leave in accordance with the NES.

Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be.

#### 5.2.1 Casual Conversion

The casual conversion rights of casual employees are set out in the NES.

## 5.2. Probation Period

All Employees engaged under this Agreement by the Employer will be employed under an initial three (3) month probationary period. During this three (3) month period, the Employee's suitability for continued employment will be assessed by the Employer.

Prior to the completion of the probationary period the Employer will advise the Employee as to whether the probation period has been successful, or extended (max 6 months) and whether the Employee's employment will continue beyond the probation period.

## 5.3. Employee Obligations

Each Employee covered by this Agreement shall:

- a) Complete any site induction program prescribed by the Employer;
- b) Agree to abide by the provisions of this Agreement;
- c) Be required to carry out work either individually or as part of a team;
- d) Be responsible for carrying out work in a safe manner;
- e) Attend training as required;
- f) Be prepared to carry out the duties that are within the limits of the Employees' skill competence and training consistent with the classification structure of this Agreement;
- g) Undertake the work required of them on a work site in a diligent, flexible and cooperative manner to the best of the Employee's abilities.

## 6. HOURS OF WORK AND OVERTIME

### 6.1. Hours of Work

- a) The Ordinary Hours of work will average thirty-eight (38) hours per week, rostered over a four (4) week period, or another period as may be determined by the Employer.
- b) The Employer will provide an Employee with at least 48 hours' notice of the requirement to switch from Day Work to Shift Work and vice versa, unless the Employee agrees to waive such notice.
- c) Working hours may be arranged on a system that provides for an Employee to accrue one (1) Rostered Day Off (RDO) over a four (4) week period. This will be achieved by the Employee working forty (40) Ordinary Hours each week and being paid thirty-eight (38) hours ordinary pay and accruing two (2) hours ordinary pay per week towards the accrual of an RDO. This enables an Employee to accrue one (1) RDO per four-week period.
- d) RDOs will be rostered at the Employers discretion and may be staggered to accommodate operational requirements.
- e) In lieu of the above, the Employer and a majority of Employees working on a particular assignment or project may agree to alternative methods of rostering Ordinary Hours work in order to meet the operational requirements of the particular assignment or project. This may include working hours which do not include an RDO accrual, in which case, 38 Ordinary Hours are worked each week.

- f) In the event of this occurring, overtime is payable after all time worked more than 7.6 Ordinary Hours on any shift or all time worked more than 152 hours in a rostered 4-week cycle. This provision will apply in lieu of sub-clauses 6.7(a) and 6.7 (c) should an Ordinary Hours working cycle without an RDO accrual be implemented.

## 6.2. Day Work

- a) The Ordinary Hours for Day Workers will be rostered between the hours of 6.00am to 6.00pm, Monday to Sunday. Where agreement is reached between the Employer and the relevant Employees, this spread of hours may be altered to an earlier and/or later finish time by up to two hours (4:00am or 8:00pm) to allow for available daylight and/or particular assignment requirements.
- b) A Day Worker working Ordinary Hours on a Saturday will be paid Time and a Half. A Day Worker working Ordinary Hours on a Sunday will be paid Double Time.

## 6.3. Short Term Night Work

- a) A Day Worker required to work short-term night shift work, which is night shift work where less than five (5) successive nights are worked, will be paid Time and a Half for the Ordinary Hours so worked.
- b) A Day Worker who performs short-term night work is entitled to a 10-hour break after the completion of the short-term night work before the resumption of work, or will otherwise be paid Double Time until a 10-hour break is taken.
- c) The 10-hour break prescribed in 6.3(b) will be provided without loss of ordinary pay and the Employee will be paid all allowances related to such ordinary time that would have been paid had the ten (10) hour break not applied.
- d) A Day Worker who performs short-term night work will remain classified as a Day Worker for the purposes of this Agreement.

## 6.4. Shift Work

- a) For the purpose of this clause:
  - i) Shift work is work, other than Day Work, where an Employee is rostered to work the Ordinary Hours. The Ordinary Hours of shift work may be worked Monday to Sunday.
  - ii) "Afternoon shift" means any shift commencing at or after 1:00pm and before 5:00pm.
  - iii) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am. Where agreement is reached between the Employer and the relevant Employees, Night shift may be altered to an earlier commencement time of after 5:00pm and at or before 4:00am to allow for operational imperatives.
- b) Shift Loadings- The Shift Loadings listed below are payable for shift work. For the avoidance of doubt, the loadings prescribed below are not cumulative.
  - i) Afternoon Shift- An Afternoon Shift is eight (8) Ordinary Hours worked continuously (i.e. inclusive of the breaks set out in sub-clause 6.6.2). Employees working Afternoon Shift will be paid the Ordinary Hourly Rate and a 10% loading on the

Ordinary Hourly Rate for all Ordinary Hours worked except when weekend shift penalty rates apply.

- ii) Night Shift - A Night Shift is eight (8) Ordinary Hours worked continuously {i.e. inclusive of the breaks set out in clause 6.6.2}. Employees working Night Shift will be paid the Ordinary Hourly Rate and a 30% loading on the Ordinary Hourly Rate for all Ordinary Hours worked except when weekend shift penalty rates apply.
  - iii) Saturday or Sunday Night/Afternoon Shift- is a Night or Afternoon Shift on a Saturday or Sunday. Employees working a Saturday or Sunday Night or Afternoon Shift will be paid Double Time for all hours worked. For the avoidance of doubt, the payment of weekend shift penalty rates for shift work are in lieu of the Shift Loadings that apply to Ordinary Hours for shift work from Monday to Friday inclusive.
- c) To define shifts, a shift will fall on the day where the majority of rostered Ordinary Hours fall. A majority of rostered Ordinary Hours is four (4) hours or more.

#### 6.5. Minimising Unproductive Time

Hours of starting and ceasing shall be as determined by the Employer to meet the requirements of the work site. To avoid any doubt, this means that starting times may be staggered.

#### 6.6. Breaks

##### 6.6.1. Day Work

- a) On any day where a Day Worker performs a minimum of 8 Ordinary Hours, or performs a minimum of 8 hours overtime on a day where no Ordinary Hours are worked, there will be a meal break and a rest break.
- b) 7.6 hours will apply in lieu of 8 hours in relation to meal and rest breaks should Employees be working a 38-hour ordinary week with no ROO accruals.
- c) The Meal break will be thirty minutes duration and will be unpaid. The rest break will be fifteen minutes duration and paid.
- d) The times of taking the breaks may be staggered and subject to mutual agreement between the Employer and Employee.

##### 6.6.2. Shift Work

- a) On any shift where a Shift Worker performs a minimum of eight (8) Ordinary Hours work or performs a minimum of eight (8) hours overtime on a day where no Ordinary Hours are worked, there will be a rest break and a meal break.
- b) Seven-point six (7.6) hours will apply in lieu of eight (8) hours in relation to meal and rest breaks should Employees be working a thirty-eight (38) hour ordinary week with no ROO accruals.
- c) The rest break and meal break will each be twenty (20) minutes duration and paid as though worked.
- d) The times of taking the breaks may be staggered as determined by the Employer.

## 6.7. Overtime

- a) Subject to sub-clause 6.1 (d) and (e), overtime for Day Workers means:
  - i) All time worked in excess of eight (8) Ordinary Hours on any day or the day workers ordinary hours shift where more than eight (8) hours; or
  - ii) all time worked in excess of one-hundred-and-sixty (160) Ordinary Hours in a rostered four (4) week cycle, or any other corresponding amount in the event the roster cycle is varied in accordance with clause 6.1 (d).
- b) Overtime for Day Workers will be paid for at Time and a Half for the first two hours and Double Time thereafter, except:
  - i) Overtime worked on a Sunday; and
  - ii) Overtime (excluding ordinary time which is paid for at Time and a Half) worked on a Saturday which shall be paid for at Double Time;
- c) Subject to sub-clause 6.1 (d) and (e), overtime for Shift Workers means:
  - i) All time worked more than eight (8) Ordinary Hours on any shift or the shift workers ordinary hours shift where more than eight (8) hours; or
  - ii) All time worked more than one-hundred-and-sixty (160) hours in a rostered four (4) week cycle, or any other corresponding amount in the event the roster cycle is varied in accordance with clause 6.1 (d) and (e).
- d) Overtime for Shift Workers shall be paid for at Double Time. To avoid doubt, shift loadings are not payable on overtime hours for Shift Workers.

## 6.8. Recall

- a) An Employee who is recalled to work and then works overtime after ceasing work on any day (whether notified before or after leaving) will be paid for a minimum of:
  - i) four (4) hours work at the appropriate overtime rate;
  - ii) If the Employee is subsequently recalled again during the initial recall period of four (4) hours and the completion of the subsequent recall(s) occurs within the initial four (4) hour work period, the Employee will only receive the initial four (4) hour payment.
  - iii) If an Employee is required to work beyond the initial four (4) hour Recall period, the Employee will continue to be paid at overtime until they cease work.
- b) An Employee who is recalled to work will, upon the completion of work, be allowed to take a break of ten (10) consecutive hours without loss of pay prior to commencing their next ordinary shift.

### **Example:**

*An Employee returns to the depot at 1 am and is due to commence normal rostered shift at 7 am that morning. The Employee will not be required to commence their shift until 11 am and will be paid ordinary time from their normal commencement time of 7 am.*

## 6.9. Rest period after Overtime

- a) An Employee on Day Work who works a quantum of overtime between the ceasing of Ordinary Hours on one day and the commencement of Ordinary Hours on the next day such that the Employee has not had at least 10 consecutive hours off duty between these times will, subject to this sub-clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working hours occurring during such absence.
- b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid Double Time until the Employee is released from duty for a ten (10) hour rest period.
- c) The provisions of this sub-clause will apply in the case of Shift Workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours, when overtime is worked:
  - i) for changing shift rosters; and
  - ii) where a shift worker does not report for duty; or
  - iii) where a shift is worked by arrangement between the Employees themselves.

#### 6.10. Rest Break and Meal Allowances

- a) Where an Employee is required to work more than two (2) hours of additional unplanned overtime after the ceasing of the hours rostered for that day, the Employee will be entitled to a Rest Break (the first rest break) of thirty (30) minutes paid at ordinary time prior to the first hour of additional overtime commencing or be paid thirty (30) minutes at ordinary time in addition to the overtime actually worked.
- b) An Employee will be entitled to a further rest break of twenty (20) minutes, paid at the prevailing overtime rate, if the Employee is required to work more than six (6) hours of overtime after the ceasing of the hours rostered for that day.
- c) For each occasion where an Employee becomes entitled to the first rest break above, a meal allowance of \$17.57 to meet the costs of a meal, shall be paid to the Employee, unless the Employer has supplied a meal.

## 7. GENERAL PROVISIONS

### 7.1. Classifications and rates of pay

Classifications and Rates of Pay are set out in Appendix A and B of this Agreement.

### 7.2. Overpayment of wages

Upon the Employer providing written notification and demonstration of an overpayment to an Employee, the Employer will be entitled to deduct from any wages or any other entitlements payable, or owing to the Employee, any overpayments made in error to the Employee by the Employer.

Any overpayment will be deducted over a period agreed to by the Employee, which shall not exceed 3 pay periods, or if the amount(s) is significant, the Employee(s) may approach the Employer's management to discuss a longer period.

## 8. REDUNDANCY

Employees other than Casual Employees covered by this Agreement will be entitled to redundancy benefits in accordance with the Act.

The current scale of redundancy payments from the Act are detailed below:

Period of Continuous Service	Redundancy Payment
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Week's pay' means the employee's Ordinary Hourly Rate.

## 9. TERMINATION OF EMPLOYMENT

An employee's termination of employment will be in accordance with the Act.

The current scale of notice of termination periods are detailed below:

Employee's Period of Continuous Service with Employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 year but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

**Note:** The period of notice granted will be increased by 1 week if the Employee:

- a) is over 45 years old; and





b) has completed at least 2 years of continuous service with the Employer.

Employees who are terminated due to serious misconduct as defined in the Fair Work Regulations 2009 will not be entitled to the provisions of the above periods of notice.

The notice of termination required to be given by an Employee is the same as that required of the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee. If an Employee who is at least 18 years old does not give the period of notice required under this clause, then the Employer may deduct from wages due to the Employee under this agreement an amount that is no more than one week's wages for the Employee.

## 10. SUPERANNUATION

The Employer will make superannuation contributions in accordance with the applicable legislation.

The Employer will make superannuation contributions provided for in this clause to a compliant superannuation fund chosen by the Employee. If the Employee does not choose a fund the Employer will make contributions to the Employee's 'stapled super fund' as notified by the Australian Taxation Office. If the Employee does not choose a fund and does not have a 'stapled super fund', the Employer will make contributions to the Employer's default fund.

## 11. LONG SERVICE LEAVE

Long Service leave is governed by relevant state legislation. The Employer will ensure that any registration and payments necessary for the purposes of portable long service schemes shall be undertaken in accordance with the relevant state legislation.

## 12. ANNUAL LEAVE

- a) An Employee will be entitled to paid annual leave in accordance with the Act.
- b) Unless exceptional circumstances permit and it is agreed upon by the Employer, Employees will provide requests for leave to the Employer at least four (4) weeks in advance of the requested leave commencement date.
- c) An annual leave loading of seventeen-point-five (17.5) percent shall be paid in addition to paid annual leave, including on accrued but untaken annual leave paid on termination of employment.
- d) An Employee engaged on Continuous Shift Work (as defined in this Agreement for the purposes of the NES) for a continuous period will accrue five (5) weeks Annual Leave per annum on a pro-rata basis in accordance with the Act.
- e) The Employer may decide to shut down its operations, or a substantive part of its operations, over certain periods, including (but not exclusively) Christmas and Easter holiday periods. The Employer will provide Employees with at least one month's notice of a shut down and require Employees to take paid leave for the duration of the shutdown periods. Where an Employee does not have sufficient paid leave to cover part or all of the shut down period, the Employee will be given unpaid leave for the remainder of the period.
- f) Accrued, but untaken, annual leave is paid out on termination of employment.

## 13. PERSONAL/CARERS LEAVE

- a) An Employee's entitlement to personal/carer's leave, which includes sick leave, will be ten (10) days, in accordance with the Act.
- b) Personal/carer's leave is not paid while an Employee is receiving worker's compensation payments.
- c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on that day. Payment will be at the rate that the Employee would have otherwise received.

- d) To be paid personal/carer's leave, the Employee must meet the following requirements:
- i) Have sufficiently accrued personal/carer's leave;
  - ii) Advised the Employer, as soon as reasonably practicable, of how long the absence on personal/carer's leave is likely to be;
  - iii) Produced evidence, satisfactory to the Employer, of the nature of the illness or injury and the need to use personal/carer's leave.
  - iv) Such evidence is required where an Employee is absent whilst on personal/carer's leave for two (2) consecutive days or more.
  - v) In such instances, evidence satisfactory to the Employer shall mean a medical certificate from a registered health practitioner stating the nature of the illness or injury and the period the Employee will be unable to work.
- e) Personal/carer's leave accrues on the basis of an employee's ordinary hours of work and will accumulate from year to year. It is not payable upon termination.

#### **14. COMPASSIONATE LEAVE**

Employees will be entitled to Compassionate Leave in accordance with the Act.

#### **15. PARENTAL LEAVE**

Employees will be entitled to Parental Leave in accordance with the Act.

#### **16. COMMUNITY SERVICE LEAVE**

Employees will be entitled to Community Service Leave in accordance with the Act.

#### **17. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Employees will be entitled to Family and Domestic Violence Leave in accordance with the Act.

For the purposes of this clause, family and domestic violence is:

- a) behaviour by a person towards a family member of that person if that behaviour:
  - i) is physically or sexually abusive;
  - ii) is emotionally or psychologically abusive;
  - iii) is economically abusive; or
  - iv) is threatening; or
  - v) is coercive; or
  - vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
  - vii) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).
- b) For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means;



- i) a person who is, or has been, the relevant person's spouse or domestic partner; or
- ii) a person who has, or has had, an intimate personal relationship with the relevant person; or
- iii) a person who is, or has been, a relative of the relevant person; or
- iv) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or
- v) a child of a person who has, or has had, an intimate personal relationship with the relevant person. For the purposes of this clause, a relationship may be an intimate personal relationship whether or not it is sexual in nature.

#### 17.1. Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an employee's experience of family violence is kept confidential. A breach of confidentiality is an express breach of this agreement.

#### 17.2. Leave

- a) An Employee (other than casual Employees) experiencing family and domestic violence will have access to 10 days per year of paid family and domestic violence leave paid at the Employee's Ordinary Hourly Rate applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- b) Family and domestic violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- d) In addition, the Employer may require the Employee to produce evidence to support the need for family and domestic violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
- e) For the avoidance of doubt, family and domestic violence leave does not cumulate from year and is not paid out on termination of employment.

#### 18. Inclement Weather

Inclement weather means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

Employees may be required to work in the rain, provided such work can be performed safely. In such cases Employees shall be provided with suitable wet weather protective clothing and footwear.

The Company and Employees will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so. Where Employees are

required and directed by the Company to perform critical work in inclement weather work will be conducted subject to appropriate safety procedures being in place.

## 19. PUBLIC HOLIDAYS

a) The following are Public Holidays:

- i) New Year's Day;
- ii) Australia Day
- iii) Good Friday;
- iv) Easter Monday;
- v) ANZAC Day;
- vi) Monarch's Birthday (on the day it is celebrated in the region);
- vii) Christmas Day;
- viii) Boxing Day;

ix) Any other day or part day as gazetted by the relevant State or Territory Government or prescribed by the relevant State or Territory Act.

b) The Employer may reasonably request an Employee to work on a Public Holiday. Should the Employee refuse to work on a public holiday where the Employee has been requested to work, the Employee may provide reasons for the refusal which will be considered by the Employer.

c) For ordinary hours and overtime worked on a Public Holiday, an Employee will be paid Double Time and a Half in lieu of other allowances and penalties.

d) The Employer and an Employee may agree to substitute the nominated Public Holiday for another day and the prescriptions of this clause will apply to the substituted day.

## 20. INCLUSION

The Parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment and bullying. It is the Employer's responsibility to ensure it complies with relevant legislative requirements.

### 20.1. First Nations People

The Employer recognises there is a significant population of First Nations People. Ventia shall use its best endeavours to employ employees who identify as First Nations People. Ventia has implemented a Stretch Reconciliation Action Plan (September 2023 to August 2026), which prescribes actions and targets the company is implementing to enhance cultural awareness across its employee base and to provide for greater opportunities and a better future for Australia's First Nations peoples.

### 20.2. Women in The Industry



Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

Where practicable,, female toilets with sanitary bins may be provided at all workplaces where women work. In determining the location of the amenities the Employer must consider the most appropriate balance of privacy, safety and security. The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behaviour will not be tolerated, and may result in disciplinary action in accordance with Ventia's standards.

### 20.3. Mature Age Workers

The parties recognise that a lifetime in the construction industry can take its toll on a person's body and mind. Wherever possible, the Employer shall implement measures to encourage the retention of older employees.

## 21. WORKPLACE HEALTH AND SAFETY

- a) Relevant State Workplace Health and Safety (WH&S) legislation and regulations, as amended from time-to-time will apply with respect to this Agreement.
- b) Procedure for Settling Disagreements over Safety Issues:
  - i) Where a safety problem exists, work will cease only in the affected area if it has been deemed by the Employer that the affected area is unsafe.
  - ii) Work will continue elsewhere unless access to other safe working areas have been deemed unsafe by the Employer. However, any problems of safe access will be immediately rectified and the Employees will use any alternate methods of safe access to safe working areas while the unsafe access is being rectified.
  - iii) Upon verification that rectification has been completed and access has been deemed safe by the Employer, productive work will resume. Resumption of work will take place progressively as each area has been deemed safe by the Employer.

## 22. UNION DELEGATES

The Delegates' Rights Term in the Building and Construction General On-site Award 2020 shall apply as a term of this agreement.

## 23. DISPUTE PROCEDURE

The Parties to this Agreement 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 Employees.

- a) If an Employee has a grievance arising out of the application of this Agreement or the NES, the Employee may notify the relevant Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.

- b) If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the relevant Manager.
  - c) If the matter is still not resolved, the Employee may request the next line of management (the Supervisor's reporting Manager) to refer the grievance to the respective Manager or the People and Capability representative.
  - d) An Employee may elect to be represented by a representative at any stage.
  - e) All Parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of all parties. If the grievance is not resolved by the above process, the parties may refer the dispute to the Fair Work Commission for assistance in resolving the dispute through conciliation, and/or arbitration by mutual agreement.
  - f) In exercising its powers under this clause, the Fair Work Commission must not make any decision, order, recommendation, or suggest any resolution, of a matter which would be inconsistent with any legislative obligations.
  - g) Whilst the above procedures are being carried out, work will continue as it did prior to the issue arising. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.
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## **24. FITNESS FOR WORK**

The Employer expects all Employees to attend work in a fit and healthy condition, free from the effects of drugs and/or alcohol each day to ensure that work can be performed safely.

Accordingly, it is prohibited for an Employee to attend work under the influence of any drug or intoxicant, and the possession of drugs, other than those medically prescribed for the specific Employee, is prohibited on the work site.

If an Employee uses or possesses medically prescribed and/or non-prescribed drugs that can potentially affect an employee's ability to be fit for work, then the Employee must declare this to their Supervisor when arriving at the site. For the avoidance of doubt, drugs referenced in this clause means illicit, prescription drugs and over the counter medications.

If an Employee is found in possession of, using and/or under the influence of drugs or alcohol, the Employee may be subject to disciplinary action, which may include suspension with or without pay, demotion or other penalty, or termination of employment.

Employees bound by this Agreement shall be required to adhere to the Employer's and/or the Client's site alcohol and other drugs procedures. The Employer shall determine which procedure is applicable at the particular work site.

Employees bound by this Agreement who require assistance and support with alcohol, and/or drug issues, shall have access to the Employer's Employee Assistance program.

## **25. SECURITY OF PERSONAL INFORMATION**

For the purpose of this clause "personal information" has the meaning given to it in the Privacy Act 1988 (Cth). The company undertakes not to pass on or sell Employees' personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with an direction from a Government authority.

## **26. ACTING UP**

If an employee is required to act up and perform at level higher than the classification in which they are employed then that employee will receive the rate in which they would be employed at the higher level for that time.



## 27. SALARY SACRIFICE ARRANGEMENTS

Employees covered by this Agreement will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

- a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.
- b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.
- c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Agreement.

## 28. TRAVEL ARRANGEMENTS

### 28.1. General

The Employer will assign an Employee to a depot in which the Employer conducts its business. This assignment will occur no later than:

- a) For new Employees- upon commencement of employment;
- b) For existing Employees- upon commencement of a head contract. The depot may be reassigned should a new head contract be entered into or the original assigned depot has been relocated to service the needs of the Employer's clients and/or to meet its operational and commercial needs.

### 28.2. Daily Travel

Employees will start and cease work at the usual commencing and finishing times at the depot (i.e. usual place of work) to which they are assigned.

Where an Employee is specifically directed to start and finish at an alternative work site (i.e. rather than the assigned depot) the Employee will be entitled to excess fares and excess travel time, being the additional time or expense incurred to travel to and from the work site, as compared to the travel time to and from the assigned depot to or from the Employee's residence.

Excess travel time will be paid at Single Time and will not count as "hours worked" or be recognised as being towards Ordinary Hours.

### 28.3. Work Away from Home

#### a) Accommodation:

Employees who are required to remain away from home overnight will be supplied with suitable board and accommodation by the Employer.

#### b) Food and Incidentals:

Employees who are required to remain away from home overnight will receive an \$80 food and incidental allowance to cover all meals and incidentals.

c) Travel time:

- i) Employees working away from home will be entitled to travel time to be paid at their ordinary hourly rate. Such travel time is specifically when an Employee is not required to commence at the assigned depot and is required to travel or drive to regional areas to commence work.
- ii) The payment of their ordinary hourly rate will commence upon the time they leave either the assigned depot, or if directed by the Employer, from their usual place of residence.
- iii) The specific payment of the ordinary hourly rate for travel will cease upon the time of arrival at the assigned work location or accommodation. The same will apply in relation to the return trip to either the assigned depot or the Employees usual place of residence.
- iv) Where the travel occurs outside normal working hours, it will not count as "hours worked" or be recognised as being towards Ordinary Hours.

28.4. Use of own vehicle:

Employees who are required and permitted to use their own vehicle by the Employer for work purposes during their rostered working hours will be reimbursed at \$0.78 per kilometre travelled. This kilometre rate will also be applicable when calculating excess fares in those circumstances. Reasonable evidence must be provided by the Employee and approval from the Employer must be provided prior to the travel occurring when claiming this reimbursement.

**29. FIRST AID ALLOWANCE**

An Employee who is the holder of a current Senior First Aid Certificate, and is appointed by the Employer to be a first aid attendant, will, receive a flat allowance of \$17.90 per week, pro-rata for part-time or Casual Employees.

**30. LEADING HAND ALLOWANCE**

Where an Employee is appointed by the Employer as a Leading Hand to be in charge of other Employees, including directly supervising sub-contractor employees, the following all-purpose allowance shall be paid upon approval of this agreement at the Fair Work Commission:

<b>Leading Hand Capacity</b>	<b>\$/hour</b>
In charge of three and not more than five (5) employees	\$1.80
In charge of six (6) and not more than ten (10) employees	\$2.29
In charge of more than ten (10) employees	\$3.06

The Leading Hand allowance does not apply to a worker who is already classified and paid as a Team Leader or Senior Leading Hand at the classification level 7.

The highest leading hand allowance that may apply during a shift will continue to apply for the full duration of the shift (once activated), regardless as to whether the number of employees directly supervised reduces during that shift.

### 31. ON-CALL ALLOWANCE

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

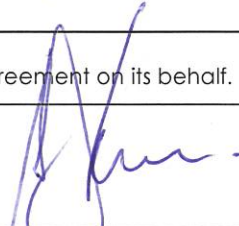

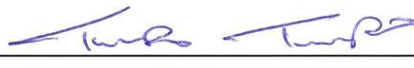
- a) An On-Call Shift allowance is payable when employee is On-Call, as follows:
  - i) Where an employee is On-Call for shifts covering Monday to Thursday, an allowance of 1.5 hours ordinary time payable in accordance with Clause 6.2 (b).
  - ii) Where an employee is On-Call for shifts that cover the Friday to Saturday morning, an allowance of 2 hours ordinary time payable in accordance with Clause 6.2 (b).
  - iii) Where an employee is On-Call for shifts that covers Saturday and Sunday, an allowance of 4 hours ordinary time payable in accordance with Clause 6.2 (b).
  - iv) Where an employee is On-Call for shifts that cover weekdays during a nominated shutdown period, an allowance of 4 hours ordinary time payable for the on-call shift for a 24 hour period from 6.00am, in accordance with Clause 6.2 (b).



	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
On-call Shift	Mon 16:00 – Tue 06:00 (1.5hr)	Tue 16:00 – Wed 06:00 (1.5hr)	Wed 16:00 – Thur 06:00 (1.5hr)	Thur 16:00 – Fri 06:00 (1.5hr)	Fri 16:00 - Sat 6:00am (2hrs)	Sat 6:00am - Sun 6:00am (4hrs)	Sun 6:00 – Mon 06:00 (4hrs)

- b) To be eligible for the On-Call allowance, an employee must:
  - i) Be rostered to be ready and available, or agree to be ready and available as agreed with his/her manager; and
  - ii) Be fit for duty; and
  - iii) Attend incidents and emergencies as required; and
  - iv) Be contactable during the entire time they are rostered to be On-Call
- c) The Recall provisions of this agreement as detailed in clause 6.8 will apply in the event of an employee being required to attend to emergency or response events whilst On-Call.

**32. SIGNATORIES**

The parties hereby agree to the terms and conditions of this Agreement.

Signed for and on behalf of the Employer	
Name:	ANDREW SPENCE.
Address:	15 EASTERN SERVICE RD, STAPYLTON, QLD, 4207
Explanation of Person's Authority to Sign Agreement (Position/Title):	PROGRAM MANAGER.
I am authorised by the Employer to sign this Agreement on its behalf.	
Signature:	
Date:	8/8/2024.
<b>In the presence of:</b>	
Witness signature:	
Name of Witness:	
Dated:	8/8/24

Signed for and on behalf of the Employees	
Name of Employee Representative:	George Stevens.
Address:	15 Eastern Service Road. Stapylton QLD 4207
Explanation of Person's Authority to Sign Agreement (Position/Title):	Road construction/maintenance worker.
I am authorised by the Employees to sign this Agreement on their behalf.	
Signature:	
Date:	9/8/24
<b>In the presence of:</b>	
Witness signature:	
Name of Witness:	MICHAEL PETER
Dated:	9-8-24

## **APPENDIX A – CLASSIFICATION STRUCTURE**

The classifications, descriptions and indicative positions as detailed in the Classification Structure below make up the components of a broad and progressive pay scale.

The classification structure is broad-based and indicative positions are suggestive of positions, operated machinery/equipment or titles that are likely to fall within each specific grade level. Should there be a requirement to provide greater detail on the duties, skills, qualifications, experience or type of machinery/equipment of certain indicative positions, the Employer will supplement the description in the table with detailed position descriptions and provide to Employees.

The range of duties, qualifications, skills, machinery/equipment and indicative positions detailed in the table below is not meant to be complete nor exhaustive. New duties, skills, indicative positions and types of equipment and machinery can be detailed, classified and paid in accordance with this structure according to how they compare to those already listed below, at the discretion of the Employer.

The Employer also reserves the right to recognise an employee's equivalent demonstrated experience and competency in lieu of the Employee holding a specific licence, trade or post trades qualifications and may classify them accordingly.

Classification	Indicative Positions
Grade 1	<ul style="list-style-type: none"> <li>• Labourer trainee (non-structured training program) – entry level.</li> <li>• Yardman or equivalent</li> <li>• Trades Assistance</li> </ul>
Grade 2	<ul style="list-style-type: none"> <li>• Skilled General Labourer</li> <li>• Maintenance Crew Labourer</li> <li>• Traffic controller</li> <li>• Light rigid license/competent operator of plant and equipment up to 2 litre engine capacity (i.e. bobcat, forklift, excavator, roller, skidsteer, loader, zero turn mower)</li> <li>• Asphalt Level Hand</li> <li>• Chainmen</li> <li>• Grade Checker</li> <li>• Peggy/Cleaner</li> <li>• Heavy Plant Spotter</li> <li>• Services Spotter ( Electrical/Water/Gas/ Sewer etc)</li> <li>• Concrete Float Hand</li> <li>• Concrete Gang</li> </ul> <p>An Employee who is not a new entrant or entry level Employee and who is capable and skilled to perform a range of duties within road maintenance, civil works and traffic control areas, but is not limited to them.</p> <p>An Employee at this grade will have an understanding of other crew members roles and how they apply to their work activities. An Employee at this grade is able to plan work productively at a task specific level and be capable of working autonomously.</p>

Classification	Indicative Positions
Grade 3	<ul style="list-style-type: none"> <li>• Ticketed Forklift Driver</li> <li>• Pipe Layer</li> <li>• VMS Traffic Controller</li> <li>• Incident Responder</li> <li>• Road roller Under 12t Operator</li> <li>• Concrete Finisher</li> <li>• Form Worker</li> <li>• Ticketed Dogman</li> <li>• Steel Fixer</li> <li>• Ticketed Rigger/ Scaffolder</li> <li>• Telehandler (Up to 4.5t)</li> <li>• Hiab Operator</li> <li>• Shotcreter - Shotcrete Crew</li> </ul> <p>An Employee within this grade must be able to organise and plant work tasks productively on a daily basis.</p> <p>An Employee within this grade working in civil works will hold a medium-rigid truck licence (with respect to road maintenance and civil works) and be competent to carry out a range of tasks and duties with the following (but not limited to) activities:</p>



Classification	Indicative Positions
Grade 4	<ul style="list-style-type: none"> <li>• Multi-skilled road worker</li> <li>• Mobile plant service personnel</li> <li>• TMA Operator</li> <li>• Incident Patroller (<i>does not include first responder role when incidental to road maintenance role</i>)</li> <li>• Skidsteer Operator</li> <li>• Loader Operator</li> <li>• Truck Haulage Operator- Inclusive of HR/ HC/ MC</li> <li>• Watercart Operator</li> <li>• Sweeper Truck Operator</li> <li>• Flocon Operator</li> <li>• Road Roller Over 12t Operator</li> </ul>
	<ul style="list-style-type: none"> <li>• Excavator Operator</li> <li>• Competent operator of plant with a 2 litre plus engine capacity: i.e Tractor (with mowing/slashing implements).</li> </ul> <p>An Employee who is multi-skilled over and above the requirements for a Grade 3 crew member and is competent in the area of road maintenance and civil works, traffic control and signage works associated with the transport industry.</p> <p>An Employee at this level will be able to plan and organise their work activities in advance and at a level that is beyond that required of a Grade 3 crew member.</p>
Grade 5	<ul style="list-style-type: none"> <li>• Inspector</li> <li>• Licenced Scaffolder/Rigger</li> <li>• Grader Operator</li> </ul> <p>An Employee at this level performs work to the full extent of their skills, experience and competencies and is multi-skilled over and above the requirements for a Grade 4 crew member.</p>
Grade 6	<ul style="list-style-type: none"> <li>• Tradeperson including carpenter</li> <li>• Mechanical Tradesperson</li> <li>• Dozer D8 without GPS</li> <li>• Comactor 825 without GPS</li> <li>• Dumper watercart over 40t not exceeding 100t</li> </ul> <p>An Employee at this level performs work to the full extent of their skills, experience and competencies and is multi-skilled over and above the requirements for a Grade 5 crew member.</p> <p>An Employee at this grade will be required to hold a trades qualification, multiple tickets and specific licences to perform the full range of road maintenance and civil works, traffic control, signage works associated with the Transport industry.</p>

Classification	Indicative Positions
Grade 7	<ul style="list-style-type: none"> <li>• Senior Leading Hand</li> </ul> <p>An Employee at this level performs work to the full extent of their skills, experience and competencies and is multi-skilled over and above the requirements for a Grade 6 crew member.</p> <p>An Employee within this grade may be responsible for supervising and managing leading hands, subcontractor work crews and their work crews.</p>
Grade 8	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator ( &gt;100T)</li> <li>• Garder Final Trim</li> <li>• Scaper 627 Operator</li> </ul> <p>An employee at this level will have a TAFE trade certificate (or equivalent) as an electronic/communication/fitter/welder and have at least 10 years of technical experience within the ITS, traffic signal field or mechanical trades level.</p> <p>It is within the Employer's right to recognise an employee's equivalent demonstrated experience and competency in lieu of the Employee holding a specific trade or post trades qualifications and to classify them accordingly.</p>
Grade 9	<ul style="list-style-type: none"> <li>• Acting Supervisor</li> </ul>

APPENDIX B – RATES OF PAY

Classification	Ordinary Hourly Rate	Ordinary Hourly Rate	Ordinary Hourly Rate	Ordinary Hourly Rate
	Per Hour from 1 <sup>st</sup> full pay period (FPP) after 1 September 2023, payable on Commencement. (6%)	Per Hour 1 <sup>st</sup> FPP after successful vote, payable on Commencement (4%)	Per Hour on 1 <sup>st</sup> FPP after 2 <sup>nd</sup> anniversary of commencement (3%)	Per Hour 1 <sup>st</sup> FPP after 3 <sup>rd</sup> anniversary of commencement (3%)
1	29.20	30.37	31.28	32.22
2	30.06	31.26	32.20	33.17
3	31.04	32.28	33.25	34.24
4	32.78	34.09	35.11	36.16
5	33.55	34.89	35.94	37.02
6	34.38	35.75	36.82	37.93
7	36.00	37.44	38.56	39.72
8	39.53	41.11	42.34	43.61
9	40.22	41.83	43.08	44.37

## APPENDIX C – TRAINEES/APPRENTICES

The Employer is committed to utilising appropriate Federal and State Government Trainee and Apprenticeship schemes to either engage Trainees or Apprentices under the terms of the relevant scheme.

Such a scheme will be a system of structured on-the-job training and off-the-job training with a Registered Training Organisation. It will be accessed through a contract of training that will be registered with the relevant State and Territory Training Authorities. The training will result in the obtainment of a trade qualification for apprentices and a national recognised qualification for trainees relevant to the scope of work and classifications detailed in this agreement.

Any such apprentice or trainee will receive a minimum base rate of pay calculated as a percentage of the tradesperson's (Grade 6) ordinary weekly rate in accordance with the table below:

4 Year Term	3 Year Term	Up to 2 Year Term (Traineeship)	Percentage of Grade 6 Rate
<b>First Year</b>			55%
<b>Second Year</b>	First Year	First Year	65%
<b>Third Year</b>	Second Year	Second Year	75%
<b>Fourth Year</b>	Third Year		90%

A trainee on an accredited training scheme will be paid as per the above table (capped at 2 years for a traineeship) until they have been deemed to be adequately trained and qualified to be reclassified at a grade above Grade 1 within the Classification Structure. This is in lieu of the entry level worker rate as detailed in Grade 1, which is payment for new entrants to the industry not employed under a structured trainee or apprenticeship scheme.

The minimum rate of pay for an adult apprentice or trainee over the age of 21 years will be 75% of the tradesperson's (Grade 6) rate.