

# **Ventia Plant Maintenance (Port Kembla) Enterprise Agreement 2024**





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## **1. TITLE**

1.1 This Enterprise Agreement shall be known as the 'Ventia Plant Maintenance (Port Kembla) Enterprise Agreement 2024'.

## **2. APPLICATION AND INCIDENCE OF AGREEMENT**

2.1 This Enterprise Agreement shall apply to Ventia Australia Pty Ltd and its employees employed in the classifications set out in Clause 36.2 of this Enterprise Agreement, who are engaged on contract mechanical and/or electrical maintenance, modification, shutdown and/or engineering work associated with the Company's BlueScope Steel Alliance contract at the Port Kembla Steelworks.

2.2 For Employees covered by this Agreement, the Company will specify this Enterprise Agreement as the Industrial Instrument governing their terms and conditions of employment. For clarity, this agreement does not cover Managerial, Administrative or Supervisory Personnel.

## **3. PARTIES COVERED**

3.1 The Parties covered by this Enterprise Agreement are:

3.1.1 Ventia Australia Pty Ltd (ABN 11 093 114 553) (the Company/Ventia);

3.1.2 The employees of Ventia Australia Pty Ltd referred to in clause 2.1; and

3.1.3 The following Unions (provided the Fair Work Commission notes this in its decision to approve the Agreement):

3.1.3.1 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU);

3.1.3.2 "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU);

3.1.3.3 Australian Workers' Union (AWU); and

3.1.3.4 Construction, Forestry and Maritime Employees Union (CFMEU).

## **4. TERM OF OPERATION**

4.1 This Enterprise Agreement shall operate from seven (7) days following its date of approval by the Fair Work Commission and shall have a nominal expiry date of three (3) years from this date.



## 5. NO EXTRA CLAIMS

5.1 Notwithstanding anything else contained in this Enterprise Agreement, up to the expiry date of this Enterprise Agreement, the Enterprise Agreement covers all matters or claims which could otherwise be the subject of protected industrial action under *Fair Work Act 2009* (Cth) and its amendments and regulations.

## 6. DESIGNATED AWARD

6.1 This Enterprise Agreement incorporates all the terms of the *Building and Construction General On-Site Award 2020* as in operation just before the making of this Enterprise Agreement. In the event of any inconsistency between the Enterprise Agreement and the Award, the Enterprise Agreement shall take precedence to the extent of any inconsistency.

6.2 This provision does not apply to any term of the Award which is specified as an unlawful term by Federal Government legislation or regulation, or which does not pertain to the relationship between the employer and employees subject to this Enterprise Agreement. In the event that the legislation is amended to allow the content deemed prohibited that is excluded above, to be lawful, then the Parties agree to confer on the matter.

## 7. NATIONAL EMPLOYMENT STANDARDS

7.1 Entitlements provided for in the National Employment Standards (NES) and other legislation shall apply.

7.2 The 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.

## 8. DEFINITIONS

**Act** means the *Fair Work Act 2009* (Cth).

**All purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave.

**Company** and the **Employer** shall have corresponding meaning and means Ventia Australia Pty Ltd.

**Continuous shiftworker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

**Employee** means an Employee of Ventia Australia Pty Ltd.



**FFPP** means First Full Pay Period.

**NES** means The National Employment Standards which are the minimum conditions of employment in accordance with the *Fair Work Act 2009* (Cth).

**Ordinary Hours** means an average of 38 hours per week, or as varied pursuant to clause 15 this Agreement. Ordinary pay, ordinary rates, ordinary time shall have corresponding meanings.

**Ordinary hourly rate** means the hourly rate for an employee's classification specified in clause 12.4.2, 12.4.3, or 36.2. Where an employee is entitled to an additional all-purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

**Pay Week** means the period of time commencing 12.00am on Saturday and ending 12.00am Saturday, 7 days hence.

**Supervisory Staff** means a Supervisor of the Company or a Supervisor of the Client.

## 9. OBJECTIVES OF THE ENTERPRISE AGREEMENT

9.1 The objectives of this Enterprise Agreement are to:

- 9.1.1 Enable the Company to perform work in the areas covered by the Enterprise Agreement in a productive, efficient and orderly way;
- 9.1.2 Provide appropriate remuneration and conditions of employment for employees working under the terms of the Enterprise Agreement; and
- 9.1.3 Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the Company and its client.

## 10. INTENT

10.1 The intent of this Enterprise Agreement is to create an environment that enables employees to work together in a cooperative manner.

## 11. PERFORMANCE INITIATIVES

11.1 The Company and Employees recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and Employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.



## 11.2 Continuous Improvement and Innovation

- 11.2.1 The Company and Employees to this Enterprise Agreement are committed to the philosophy of continuous improvement and innovation through effective people and business management.
- 11.2.2 Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees lawfully challenging decisions where there may be better ways of doing things.

## 11.3 Occupational Health and Safety

- 11.3.1 This clause is to be read in conjunction with the *Workplace Health and Safety Act 2011*.
- 11.3.2 The Company and Employees to this Enterprise Agreement abhor the loss of life, sickness and disability caused at work. The Company and Employees agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.
- 11.3.3 The Company and Employees are committed to pursuing the best means of safeguarding and improving the working life and health of employees.
- 11.3.4 The Company may, from time to time, issue regulations designed to increase safe working practices and conditions.
- 11.3.5 On a variety of projects and sites where the Company undertakes work and regulations and the policies and practices of the Company are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Enterprise Agreement that such regulations as are issued from time to time will be strictly observed.
- 11.3.6 It is recognised that failure to observe these work health and safety requirements can be grounds for instant dismissal.
- 11.3.7 It shall be the duty of the Company to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works.
- 11.3.8 Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

## 11.4 Consultative Committee

- 11.4.1 The Company will agree to establish a consultative committee, as required, to assist with improving productivity, efficiency and to provide for the effective involvement of employees in the decision making process.
- 11.4.2 The committee will consist of representatives of management and Employee Workplace Representatives.



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

11.4.3.1 Introduction of new technology

11.4.3.2 Changes to work organisation;

11.4.3.3 Expansion and investment;

11.4.3.4 Quality;

11.4.3.5 Productivity improvement; and

11.4.3.6 New Management practices.

11.4.4 In any circumstance where a dispute arises, it will be dealt with in accordance with clause 32 Dispute Avoidance Procedure (DAP).

11.4.5 Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter (other than commercially sensitive or confidential information) in order to assist the consultative process, except where the Company is unable to do so in ensuring compliance with the *Privacy Act 1988* and the *Fair Work Act 2009* for privacy or confidentiality reasons.

## 11.5 Apprenticeships

11.5.1 The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business.

## 11.6 Equal Employment Opportunity

11.6.1 The Company and Employees agree to comply with and promote the principles of Equal Opportunity legislation.

## 12. CONTRACT OF EMPLOYMENT

12.1 The Company and Employees to this Enterprise Agreement are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

### 12.2 Nature of Employment

Employment may be casual, part time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:





- 12.2.1 By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 15 of this Enterprise Agreement.
- 12.2.2 Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.
- 12.2.3 Employees must use such protective clothing and equipment provided by the Company for specific circumstances.
- 12.2.4 Employees must comply with safety requirements of the Company.

### 12.3 Types of Employment

#### 12.3.1 Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be employed as a full time employee.

#### 12.3.2 Fixed Term Employment

An employee may be engaged on a Fixed Term basis.

#### 12.3.3 Part Time Employment

A part-time employee is:

- 12.3.3.1 engaged to work an average of less than 38 ordinary hours per week; and
- 12.3.3.2 receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who perform the same classification of work.
- 12.3.3.3 For each ordinary hour worked, a part-time employee must be paid the ordinary hourly rate for their classification.
- 12.3.3.4 Before commencing part-time employment, the employee and employer will agree in writing on the ordinary hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 12.3.3.5 Any agreed variation to the ordinary hours of work will be recorded in writing.
- 12.3.3.6 All time worked in excess of the agreed ordinary hours will be paid in accordance with clause 16 (Overtime).

#### 12.3.4 Casual Employment

- 12.3.4.1 Casual employees may be employed at any time and a casual employee for ordinary working time shall be paid the “all purpose” hourly wage rate applicable to the relevant classification contained in this Agreement, plus a



twenty five percent (25%) casual loading. This rate shall apply for All Purposes of the Agreement including overtime.

- 12.3.4.2 Not less than one hours' notice shall be given for termination of a Casual Employee's period of engagement.
- 12.3.4.3 Casual Employees are not entitled to any paid personal/carer's leave, paid annual leave, paid compassionate leave, payments for public holidays not worked, severance/redundancy pay or income protection provisions of this Agreement.
- 12.3.4.4 The 25% casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and severance/redundancy benefits and public holidays not worked.
- 12.3.4.5 Once a casual employee commences ordinary time work for the day, they must be afforded at least 4 hours work.
- 12.3.4.6 Casual conversion to full-time or part-time employment shall be in accordance with the NES.

#### 12.4 Apprentices

12.4.1 Where apprentices are employed directly by the Company, then the conditions of this Enterprise Agreement shall apply except for remuneration, which is specified as a percentage of the MW3 (trade) classification rate.

12.4.2 The specific percentages to apply are as follows:

Stage of Apprenticeship	Non-Adult Apprentice (Percentage of MW3 Classification)	Adult Apprentice (Percentage of MW3 Classification)
1	42%	85%
2	55%	85%
3	75%	85%
4	88%	88%

12.4.3 Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person (MW3 classification rate) for the term of the apprenticeship until overtaken by the Apprenticeship rate.

12.4.4 Existing adult employees who through Company approval undertake an adult apprenticeship will be paid not less than their current classification rate.





## 12.5 Probation

- 12.5.1 The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of three (3) months on the job probationary period.
- 12.5.2 During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee.
- 12.5.3 Provided that during the probationary period either party on the giving of notice of one (1) week may terminate the employment of a probationary employee.

## 12.6 Payment of Wages

- 12.6.1 All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.
- 12.6.2 Details of payment to employees on pay slips shall contain the following information in addition to any other information required by the *Fair Work Regulations 2009*:
- Name of employee
  - Classification of the employee and reference number
  - Date of payment (including period of payment)
  - Classification rate (hourly)
  - Hours of work (normal and overtime)
  - Allowances
  - Deductions
  - Annual Leave balance of hours
  - Personal Leave balance of hours
  - Special Payments (such as Annual Leave Payment)
  - Long Service Leave payments

### 12.6.3 Payment on Termination

An employee whose service is terminated shall be paid the full amount of wages and accrued payments due within three (3) ordinary working days after the date of termination.

## 12.7 Performance of Duties

Ventia may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of



this Enterprise Agreement provided that such duties are not designed to promote de skilling, and payment will be in accordance with the classification structure.

### 12.8 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Enterprise Agreement or the NES and has been authorised.

### 12.9 Stand Downs

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

### 12.10 Facilities

Ventia shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of Ventia and prevailing laws.

### 12.11 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport shall be transported to their place of residence, or to a place where public transport is available.

## 13. TERMINATION OF EMPLOYMENT

### 13.1 Notice of termination by Ventia

13.1.1 For the Company to terminate the employment of an Employee (other than those noted in 13.1.3 and 13.3), the following notice period will apply:

Period of Continuous Service	Notice Period
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 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

13.1.2 In addition to the notice in clause 13.1.1, Employees over 45 years of age at the



time of the giving of the notice with not less than two (2) years' continuous service, shall be entitled to an additional week's notice.

- 13.1.3 The period of notice clause 13.1.1 and 13.1.2 shall not apply in the case of termination of casual or fixed term employees.
- 13.1.4 In clause 13.1.1 and 13.1.2 continuous service has the same meaning as in section 117 of the *Fair Work Act 2009* (Cth).
- 13.1.5 Payment in lieu of the notice prescribed in clause 13.1.1 and 13.1.2 shall be made if the appropriate notice period is not given; provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 13.1.6 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated, shall be used.

### 13.2 Termination of Employment by an Employee

The notice of termination required to be given by an employee shall be the same as that required by the Company at clause 13.1.1, unless the Company agrees with the employee to accept a lesser period.

### 13.3 Summary Dismissal

- 13.3.1 Ventia will have the right to dismiss an employee without notice for serious misconduct on the employee's part, which justifies summary dismissal.
- 13.3.2 In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of Company property, violence against an employee or employer, vandalism or destruction of Company property or other such matters warranting summary dismissal.
- 13.3.3 Employee termination by summary dismissal will be in accordance with the provisions of the *Fair Work Act 2009* (Cth).

## 14. REDUNDANCY PROVISIONS

- 14.1 Redundancy means when a position is surplus to the needs of the business, and where there is no alternative employment for the person/s occupying that position/s and whose employment is terminated on this basis. Employees who choose to terminate their employment are not eligible for redundancy and summary dismissal does not entitle employees to a redundancy payment.



## 14.2 Redundancy payment

14.2.1 The following provisions shall apply (except for casual employees):

Redundancy Pay		
Period of Continuous Service	Employee is under 45 Years of Age	Employee is 45 years or more
Less than 1 year	1.75 hours pay per week of service	1.75 hours pay per week of service
At the completion of one (1) year	4 Weeks Pay	5 Weeks Pay
At the completion of two (2) years	7 Weeks Pay	8.75 Weeks Pay
At the completion of three (3) years	10 Weeks Pay	12.5 Weeks Pay
At the completion of four (4) years	12 Weeks Pay	15 Weeks Pay
At the completion of five (5) years	14 Weeks Pay	17.5 Weeks Pay
At the completion of six (6) years or more	16 Weeks Pay	20 Weeks Pay

14.2.2 Additional Redundancy Payment:

Where any employee who has completed six (6) years or more continuous service is retrenched during the term of this Enterprise Agreement, the employee, in addition to his/her prescribed redundancy payment, will be entitled to an additional payment of four (4) weeks' pay, calculated at the all-purpose weekly rate of pay.

14.2.3 "Weeks' Pay" means the normal weekly earnings (excluding overtime) for the employee concerned"

## 15. WORKING ARRANGEMENTS

### 15.1 Hours of Work

15.1.1 The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days. Day workers will work their ordinary hours between 0600 (6:00 am) and 1800 (6:00pm) hours, Monday to Friday.

15.1.2 The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and Ventia, subject to work patterns meeting the Company's operational requirements and the needs of the business.



- 15.1.3 Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the affected employee(s) shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two days' (48 hours) notice of the variation.
- 15.1.4 By agreement between the Company and the affected employee(s), the spread of hours in clause 15.1.1 and/or the actual start and finish time of hours may be varied either way by one (1) hour.
- 15.1.5 Provided that, where the Company and the employee/s concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period exceeding 28 consecutive days.

## 15.2 Extensive Hours of Work

- 15.2.1 The Company and the employees recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. The Company's obligations under the *Work Health and Safety Act 2011* (its amendments and regulations) will apply as a minimum where hours on any day worked exceed twelve (12) consecutive hours.
- 15.2.2 In consideration to these obligations, the Company and Employees will have regard to:
- 15.2.2.1 Working within the Occupational Health and Safety Guidelines regarding twelve (12) hour shifts:
- Proper health monitoring procedures being adopted;
  - Suitable roster arrangements; and
  - Effective support from management.

## 15.3 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay dependant on an increase or decrease of hours required due to payment by the clock.

## 15.4 Temporary Shift Work

- 15.4.1 For the purpose of clause 15.4 and its sub-clauses "Shift Work" means temporary shift work scheduled for five (5) consecutive workdays or more, generally Monday to Friday inclusive; provided where the Company and the Employee concerned mutually agree, shift work may be scheduled to include Saturday and/or Sunday.
- 15.4.2 The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed.



15.4.3 The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the operational requirements of the business or, in the absence of agreement, by 48 hours' notice of alteration given by the Company to the employees.

15.4.4 Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised as the day for roster arrangements. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

#### 15.4.5 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6:00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

#### 15.4.6 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8:00am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

#### 15.4.7 Saturday Shift Loading

Employees working on a Saturday shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only. Such extra rate shall be in substitution for and not cumulative upon the shift loading prescribed in clause 15.4.5, 15.4.6 and/or 15.4.12 of this Agreement.

#### 15.4.8 Sunday Shift Loading

Employees working on a Sunday shift shall be paid a loading of 100% calculated on the employee's base rate of pay for ordinary hours only. Such extra rate shall be in substitution for and not cumulative upon the shift loadings prescribed in clause 15.4.5, 15.4.6 and/or 15.4.12 of this Agreement.

#### 15.4.9 Public Holiday Shift Loading

Employees working on a Public Holiday shift shall be paid a loading of 150% calculated on the employee's base rate of pay for ordinary hours only. Such extra rate shall be in substitution for and not cumulative upon the shift loadings prescribed in clause 15.4.5, 15.4.6, 15.4.7, 15.4.8 and/or 15.4.12 of this Agreement.





#### 15.4.10 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice or has otherwise agreed to work.

#### 15.4.11 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts.

#### 15.4.12 Broken Shift

15.4.12.1 An employee who works on broken shift (excluding rotating shift work), which does not continue for at least five (5) successive shifts (Monday to Friday), hours shall be paid a loading for each afternoon and/or night shift at 50% for the first two ordinary hours and 100% for the remaining ordinary hours (i.e. where shifts are broken penalties shall be applied as per overtime entitlements). Such extra rate shall be in substitution for and not cumulative upon the shift loadings prescribed anywhere else in this Agreement.

15.4.12.2 Note: for the purpose of clarity, rotating shift work is defined as a roster pattern where shift types rotate according to a set schedule across the 24 hours of each of at least 6 days a week. Under this arrangement an employee moves through a cycle of working day shift, night shift, and any other shifts that may be necessary, as part of the rotating roster pattern; on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

### 15.5 Permanent Shift Work

15.5.1 Where Ventia is successful in securing permanent shift work under the scope of this agreement (as prescribed in clause 2), the Company will seek expressions of interest by employees for engagement in the work.

15.5.2 Employees engaged in 'Permanent Shift Work' will be paid as follows:

#### Hours

15.5.2.1 The ordinary hours of permanent shift work shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided, where the Company and the Employee concerned agree,



a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period that exceeds 28 consecutive days.

15.5.2.2 A shift shall consist of not more than 12 ordinary hours inclusive of crib time.

15.5.2.3 Except at the regular change-over of shifts, an Employee shall not be required to work more than one shift in each 24 consecutive hours.

15.5.2.4 30 minutes shall be allowed to shift workers each eight-hour shift for a meal break, which shall be counted as time worked. No shift worker shall work more than 5 hours without a break for a meal.

15.5.3 Variation by Agreement

Subject to clause 15.5.3 hereof the method of working shifts/hours may in any case be varied by agreement between the Company and the Employee concerned. Provided, where no agreement is reached, then 48 hours' notice of alteration may be given to the Employee by the Company.

15.5.4 Shift Allowances

<b>Permanent Rotating Shift Work Allowances</b>			
<p>An employee who:</p> <ul style="list-style-type: none"> <li>during a period of engagement on shift, works under a roster system which changes and does not provide for at least one-third of working time in the full cycle of the roster on day shift</li> </ul> <p>must, during such engagement, period or cycle be paid a flat weekly 'Permanent Rotating Shift Allowance' in addition to their ordinary hours rate of pay as follows:</p>			
<b>'Permanent Rotating Shift Allowance' (Flat Weekly)</b>	<b>Effective from 31/7/2024 'in principle supportive vote'. To be paid as soon as practicable after FWC Approval. (4.75%)</b>	<b>Effective from the FFPP after the 1<sup>st</sup> Anniversary of the successful vote. (4.25%)</b>	<b>Effective from the FFPP after the 2<sup>nd</sup> Anniversary of the successful vote. (4.00%)</b>
Day shift, afternoon shift (per 38 hour week)			
Day shift, day shift, afternoon shift (per 38 hour week)	\$100.50	\$104.77	\$108.96
Day shift, day shift, night shift (per 38 hour week)			
Day shift, night shift (per 38 hour week)	\$117.86	\$122.87	\$127.78





**Permanent Afternoon / Night Shift Work Allowance**

An employee who:

- during a period of engagement on shift, works afternoon and/or night shift only; or
- remains on afternoon and/or night shift for a longer period than four successive weeks; or
- works on afternoon and/or night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off afternoon and/or night shift in each cycle;

must, during such engagement, period or cycle be paid a flat weekly 'Permanent Afternoon / Night Shift Allowance' in addition to their ordinary hours rate of pay as follows:

<b>'Permanent Afternoon / Night Shift Allowance' (Flat Weekly)</b>	<b>Effective from 31/7/2024 'in principle supportive vote'. To be paid as soon as practicable after FWC Approval. (4.75%)</b>	<b>Effective from the FFPP after the 1<sup>st</sup> Anniversary of the successful vote. (4.25%)</b>	<b>Effective from the FFPP after the 2<sup>nd</sup> Anniversary of the successful vote. (4.00%)</b>
Night shift, afternoon shift (per 38 hour week)			
Night shift only (per 38 hour week)	\$157.09	\$163.77	\$170.32
Afternoon shift only (per 38 hour week)			

**15.5.5 Saturday Shift Loading**

Employees working on a Saturday shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

**15.5.6 Sunday Shift Loading**

Employees working on a Sunday shift shall be paid a loading of 100% calculated on the employee's base rate of pay for ordinary hours only.

**15.5.7 Public Holiday Shift Loading**

Employees working on a Public Holiday shift shall be paid a loading of 150% calculated on the employee's base rate of pay for ordinary hours only. Such extra rate shall be in substitution for and not cumulative upon the shift loadings prescribed in clause 15.5.5 and/or 15.5.6 of this Agreement.



15.5.8 For the purpose of clarity and for the avoidance of doubt, employees engaged in permanent shift work as prescribed by 15.5 are not entitled to the shift loadings contained in sub-clause 15.4 Shift Work.

#### 15.6 Rostered Days Off (RDO)

15.6.1 Where employees work their ordinary hours on the basis of an 8 hour day, the ordinary hours of work shall be rostered by the Company to provide employees with one (1) Rostered Day Off each 4 weeks (that will normally be taken on the fourth Friday in a four (4) week cycle).

15.6.2 The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the operational requirements of the business. The RDO's may also be taken on alternative days by individual agreement between the Company and an Employee for personal/operational needs.

15.6.3 If agreement cannot be reached, employees may be directed to reschedule or take any day/s of accumulated RDO, provided 48 hours' notice is given to the employee.

15.6.4 RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

15.6.5 Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

## 16. OVERTIME

### 16.1 Payment for working overtime:

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

16.1.1 Monday to Friday: Time and a half for the first two hours and double time thereafter

16.1.2 Saturday: Time and a half for the first two hours and double time thereafter; provided that all overtime hours worked after 12 noon on Saturday will be paid for at the rate of double time.

16.1.3 Sunday: Double time.

16.1.4 Public Holidays: Double time and a half.

16.1.5 The Employees' all-purpose hourly wage rate, shall be used when computing overtime.

16.1.6 Except as provided in sub clause 16.3 (Call Back), in computing overtime payment, each day's work shall stand alone.



## 16.2 Shift Workers - Payment for working overtime

A shift employee working on overtime will be paid as follows:

- 16.2.1 Monday to Saturday: Time and a half for the first two hours and double time thereafter, until the completion of the overtime worked.
- 16.2.2 Sunday: Double time for all hours worked, until the completion of the overtime worked.
- 16.2.3 Public Holidays: Double time and a half for all hours worked, until the completion of the overtime worked.
- 16.2.4 The Employees' all-purpose hourly wage rate, shall be used when computing overtime.
- 16.2.5 Except as provided in sub clause 16.3 (Call Back), in computing overtime payment, each day's work shall stand alone.

## 16.3 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

- 16.3.1 The employee shall be paid for a minimum of four (4) hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:
  - 16.3.1.1 If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four (4) hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.
  - 16.3.1.2 The employee will not be required to work the full four (4) hours if the job in question is completed within a shorter period.
  - 16.3.1.3 An employee (other than a shift worker) called in prior to 3:00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go home for reasons of health and safety, in which case the employee would be paid at ordinary time to the completion of shift.
  - 16.3.1.4 Overtime worked in this clause is not to be regarded as overtime for the purpose of 16.6 rest periods after overtime, when the actual time worked is less than three (3) hours on the call back or each subsequent call back.



## 16.4 Stand-By


- 16.4.1 Except as provided for in clause 16.5, where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's base rate of pay for the time he/she is standing by.
- 16.4.2 Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a standby payment shall not be made. Payment shall be as per Clause 16.3 (Call Back).
- 16.4.3 This provision does not apply to employees in receipt of the Staff Relief allowance. Nor does it apply to employees who voluntarily make themselves available for overtime call outs.

## 16.5 Availability for Duty

- 16.5.1 An employee who agrees with the Company to be Available for Duty will be paid a daily allowance as per clause 37.13 for holding in readiness to attend after hours call out work.
- 16.5.2 Where an employee is called in to work without prior notification of being Available for Duty, the availability for duty payment shall not be made. Payment shall be as per Clause 16.3 (Call Back).
- 16.5.3 This provision does not apply to employees in receipt of the Staff Relief allowance. Nor does it apply to employees who voluntarily make themselves available for overtime call outs.

## 16.6 Rostered Break between Shifts

- 16.6.1 When overtime is worked it shall, where ever reasonably practicable, be so arranged by the Company that an employee has at least ten (10) consecutive hours off duty between the work of successive days.
- 16.6.2 An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.
- 16.6.3 Work performed on Sunday of greater than three hours' duration will be deemed to be hours worked that require a 10 hour break before the commencement of ordinary hours of work.
- 16.6.4 If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during



such absences

## 17. MEAL BREAKS

### 17.1 Meal Break - day workers

- 17.1.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten (10) minute morning crib break each weekday.
- 17.1.2 Employees shall be paid at overtime rates for all time worked in excess of five (5) hours without commencing an uninterrupted meal break or crib break due to the requirements of the Company.

### 17.2 Meal break – shift workers

- 17.2.1 At no later than 5 hours after the start of each shift there shall be a cessation of work of 30 minutes' duration to allow shiftworkers to take a meal break which will count as time worked.
- 17.2.2 Employees shall be entitled to a paid ten (10) minute crib break each shift.

### 17.3 In accordance with Clause 17.5 (Overtime Crib Break/Meal Allowance) the following shall apply:

- 17.3.1 Employees who work 8 hour shifts and are required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four (4) hours of overtime after the initial eight (8) hours (exclusive of the crib break), if they are to continue work after such four (4) hours.
- 17.3.2 Employees not notified the previous day shall be paid a meal allowance as per 37.13 (per occasion) to purchase each meal at crib time.
- 17.3.3 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four (4) hours of overtime (exclusive of crib break) if they are to continue after such four (4) hours.
- 17.3.4 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of two (2) hours or more, shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.
- 17.3.5 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.

### 17.4 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee



shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

### 17.5 Overtime Crib Break/Meal Allowance Entitlements

The following table details when an employee is entitled to:

17.5.1 Crib Break: applicable when working overtime

17.5.2 Meal Allowance: applicable when working unplanned overtime only

(i.e. employees not notified of overtime the previous day)

OVERTIME WORKED (Continuous with ordinary hours)	CRIB BREAK ENTITLEMENT (20 minute break)	Meal Allowance (Unplanned overtime only)
An employee who works 2 hours of overtime or less, immediately following a normal shift.	No crib break = Nil	No meal allowance = Nil
An employee who works <u>more</u> than 2 hours of overtime immediately following a normal shift; is then released from duty.	1 crib break	1 meal allowance (Unplanned overtime only)
An employee who works <u>more</u> than 4 hours of overtime immediately following a normal shift; is then released from duty (exclusive of any crib time actually taken).	2 crib breaks	2 meal allowances (Unplanned overtime only)
An employee who works <u>more</u> than 8 hours of overtime immediately following a normal shift; is then released from duty (exclusive of any crib time actually taken).	3 crib breaks	3 meal allowances (Unplanned overtime only)





OVERTIME WORKED (Not continuous with ordinary hours e.g. Call Out, Saturday, Sunday or Public Holiday)	CRIB BREAK ENTITLEMENT (20 minute break)	Meal Allowance (Unplanned overtime only)
Less than 4 hours on call out.	No crib break = Nil	No meal allowance = Nil
An employee who works <u>more</u> than 4 hours of overtime; is then released from duty (exclusive of any crib time actually taken).	1 crib break	1 meal allowance (Unplanned overtime only)
An employee who works <u>more</u> than 8 hours of overtime; is then released from duty (exclusive of any crib time actually taken).	2 crib breaks	2 meal allowances (Unplanned overtime only)
An employee who works <u>more</u> than 12 hours of overtime; is then released from duty (exclusive of any crib time actually taken).	3 crib breaks	3 meal allowances (Unplanned overtime only)
An employee who works <u>more</u> than 16 hours of overtime; is then released from duty (exclusive of any crib time actually taken).	4 crib breaks	4 meal allowances (Unplanned overtime only)

## 18. ANNUAL LEAVE


### 18.1 Leave Entitlement

- 18.1.1 Annual leave is provided for in the NES.
- 18.1.2 Full Time and Part Time employees (excluding casuals) who are covered by this Agreement will progressively accrue 4 weeks annual leave over each 12 months of continuous service.
- 18.1.3 Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 18.1.4 For the purpose of the additional week of leave provided for by the NES, a shift worker means a 'continuous shiftworker' as defined within this Agreement.

### 18.2 Period of Leave

- 18.2.1 Employees are requested to take a minimum of four (4) weeks annual leave each year.
- 18.2.2 Annual leave may otherwise be taken at times agreed with the Company.

### 18.3 Annual Leave is exclusive of Public Holidays



Such annual leave shall be exclusive of any statutory holiday which may occur during the period of annual leave.

#### 18.4 Calculation of Annual Leave Pay (when leave is actually being taken)

Calculation of Annual Leave Pay - in respect to Annual Leave entitlements to which this sub-clause applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

18.4.1 Shift Workers: The rate of wage to be paid to a shift worker shall be at the rate payable for work in ordinary time according to the relevant employee's roster or projected roster, including shift allowances.

18.4.2 Other employees: The employee's ordinary "all-purpose" wage rate as prescribed by this Agreement 36.2 for the period of Annual Leave.

#### 18.5 Annual Leave Loading (20%)

18.5.1 An employee who actually proceeds on Annual Leave shall, where applicable, receive a minimum loading of 20% calculated on the total amount of Annual Leave Pay received. This loading shall also apply to any proportionate leave. Provided also that any annual leave accruals paid out on termination then such 20% loading will apply.

18.5.2 Provided in circumstances where an employees overall annual leave entitlement/payment is calculated in accordance with the provisions of 18.4.1 then whichever is the greater i.e. shift allowance or 20% loading will apply, not both.

#### 18.6 Payment on Termination

18.6.1 If the employment of an Employee is terminated by the Company or by the Employee for any reason, the Company will pay to the Employee any accrued annual leave entitlements.

18.6.2 Annual leave payments on termination will be as prescribed at clause 18.5.1.



## 19. PUBLIC HOLIDAYS

19.1 Public holiday entitlements are provided for in the NES.

19.2 The following days shall be prescribed public holidays for the purposes of this Enterprise Agreement. Where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Year's Day	ANZAC Day
Australia Day	King's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Sunday	Boxing Day
Easter Monday	Employees will be entitled to an additional day (formerly called picnic day) to be taken on a day agreed by the Company and Employee(s).

19.3 Each Full time or Part Time employee (excluding casuals) who is absent from work on a day or part-day that is a public holiday, the Company will pay the employee at the employee's all-purpose ordinary base rate of pay for the employee's ordinary hours of work on the day or part-day.

19.4 For the avoidance of doubt, Public Holidays prescribed by sub-clause 19.2 will be in accordance with the National Employment Standards.

## 20. LONG SERVICE LEAVE

20.1 The provisions of the *Long Service Leave Act 1955* (NSW) shall apply.

20.2 Eligible employees will be registered with the NSW Portable Long Service Corporation.

20.3 From the 1st December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks' accrual for each completed year of service thereafter. Any accrual up to and including 30th November 2004 will be at the rate of 0.8667 weeks for each completed year of service.

20.4 Entitlements become available in accordance with the aforementioned Act.

## 21. PERSONAL LEAVE (SICK/CARER'S)

21.1 Personal/carer's leave entitlements are provided for in the NES.



## 21.2 Amount of Paid Personal Leave

21.2.1 For each year of service, an employee (other than a casual employee) will accrue 10 days of Paid Personal Leave. An employee's entitlement to Paid Personal Leave accrues progressively during a year of service according to the employee's ordinary hours of work.

## 21.3 Accumulation of Personal Leave

There is no limitation on the accumulation of personal leave. Where any leave is claimed, Personal Leave accruals will be reduced by the amount claimed.

## 21.4 Taking Paid Personal Leave

Paid personal leave is available to an employee when they are absent:

21.4.1 due to personal illness or injury (sick leave); or

21.4.2 to provide care and support (carer's leave) to an immediate family or a member of the employee's household, because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

## 21.5 Taking Unpaid Personal Leave

An employee (including a casual employee) can also take two unpaid days per occasion (a permissible occasion) for the purposes of Carer's Leave in accordance with the NES.

## 21.6 Payment for Paid Personal Leave

Each Full time or Part Time employee (excluding casuals) who is absent from work on a day or part-day by taking paid personal leave, the Company will pay the employee at the employee's all-purpose ordinary base rate of pay for the employee's ordinary hours of work on the day or part-day.

## 21.7 Definitions - The term "immediate family" includes:

- i. Spouse
- ii. De facto partner
- iii. Child (including an adult child, adopted child, a step child or an ex-nuptial child)
- iv. Parent
- v. Grandparent
- vi. Grandchild
- vii. Sibling, or a
- viii. Child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

## 21.8 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave over the same period.



## 21.9 Employee Must Give Notice

The employee must, as soon as reasonably practicable, inform the Company of their inability to attend for duty due to personal leave requirements and as far as practicable state the reasons and the estimated duration of the absence.

## 21.10 Evidence Supporting Claim

All claims for payment for personal / carers leave (excluding two (2) individual days in any 12 monthly period) must be supported by documentary evidence to the satisfaction of the Company from a registered Health Practitioner operating in the health professions as defined by the Health Practitioner Regulation National Law (NSW).

## 21.11 Broken Services

If an employee is terminated by the Company and is re-engaged by the Company within a period of six months, other than on a casual basis, then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

## 22. COMPASSIONATE LEAVE

22.1 All employees are entitled to compassionate leave in accordance with the NES.

### 22.2 Paid Leave Entitlement

Full-time and Part-time employees (excluding casuals) are entitled to two (2) days of paid compassionate leave for each occasion (a *permissible occasion*) when:

22.2.1 a member of the employee's immediate family or household;

22.2.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

22.2.1.2 sustains a personal injury that poses a serious threat to his or her life; or

22.2.1.3 dies; or

22.2.2 a baby in the employee's immediate family or household is stillborn; or

22.2.3 the employee has a miscarriage; or

22.2.4 the employee's current spouse or de facto partner has a miscarriage.

22.3 Subject to providing the Company with satisfactory documentary evidence, an employee may take compassionate leave for each occasion as:

22.3.1 a single continuous two day period; or

22.3.2 two separate periods of one day each; or



22.3.3 any separate periods to which the employee and their employer agree.

## 22.4 Payment for Paid Compassionate Leave

Full time or Part Time employees who are absent from work on a day or part-day by taking paid compassionate leave, the Company will pay the employee at the employee's all-purpose ordinary base rate of pay for the employee's ordinary hours of work on the day or part-day.

In cases of bereavement, Ventia will sympathetically consider an employee's application to take other forms of leave and/or an extension to compassionate (bereavement) leave provided the requirements of sub-clause 22.3 are met.

Casual employees are entitled to unpaid compassionate leave in accordance with the NES.

## 23. PARENTAL LEAVE

23.1 Parental Leave will be in accordance with the National Employment Standards and any other relevant Parental Leave legislation, as amended from time to time.

23.2 In addition, the Company's Parental Leave ~~provisions~~ Standard will apply, or the following benefit as a minimum standard; noting whichever provides the greater benefit will apply but not both.

23.3 Primary Carer's Leave – for employees who give birth and then provide primary care to the child, or a parent who opts to be the primary care giver of their child from date of birth or date of adoption.

23.3.1 An employee with continuous service of between 10 to 24 months prior to the commencement of Primary Carer's Leave will be entitled to up to 4 weeks leave on full pay, or 8 weeks on half pay providing that the medically certified expected date of birth/adoption is included in this period of leave.

23.3.2 An employee with continuous service of at least 24 months prior to the commencement of Primary Carer's Leave will be entitled to up to 8 weeks leave on full pay or 16 weeks on half pay, providing that the medically certified expected date of birth/adoption is included in this period of leave.

23.4 Secondary Carer's Leave – for employees who opt to be the secondary carer of their child from date of birth or date of adoption.

23.5 An employee with a spouse or de facto partner who has a minimum of 10 months continuous service will be entitled to a maximum of ten (10) days paid Secondary Carer's Leave at the time of the birth/adoption of their child.



## **24. COMMUNITY SERVICE LEAVE**

24.1 The Company will apply Community Service Leave in accordance with the National Employment Standards, including:

24.1.1 Paid jury service leave;

24.1.2 Unpaid jury service leave for casuals;

24.1.3 Unpaid leave for employees who carry out a “voluntary emergency management activity” or an “eligible community service activity.”

24.2 Employee applications for Community Service Leave must be submitted in writing to the Company as soon as practicable and be supported by relevant documentation, including: specifying the reasons for the Community Service Leave, the commencement date of the Community Service Leave, and the anticipated duration of leave.

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

25.1 Family and domestic violence leave is provided for in the NES and the Company’s ‘Leave Standard (Australia)’.

## **26. CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT**

26.1 It is a requirement that employees wear authorised Ventia issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.

26.2 On engagement full time employees shall be issued with one (1) pair of safety boots, four (4) shirts, four (4) trousers and one (1) jacket.

26.3 On an annual basis after twelve (12) months continuous service from 1st December 2004 the Company will move to a points system that will ensure an appropriate allocation of clothing entitlement.

26.4 One (1) winter jacket (for employment in the period 1 May - 1 September) will be provided every two (2) years to employees. Where possible the jacket will be manufactured in Australia. On commencement of this Enterprise Agreement, winter jackets’ may be claimed in exchange for two (2) clothing points.

26.5 Employees, who leave within the probationary period (clause 0), shall reimburse the Company for clothing and personal protective equipment as per the letter of ‘offer for employment’.

26.6 Clothing and footwear provided by Ventia shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.

26.7 It is a condition of employment that clothing/uniforms provided by the Company to



employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.

26.8 Records of type of clothing issued to employees will be recorded by the Company.

## 27. SUPERANNUATION

### 27.1 Employer Contributions

27.1.1 Ventia shall contribute the statutory employer superannuation contribution to a superannuation fund nominated by the employee that complies with the Superannuation Guarantee Charge Act and Regulations. If the employee does not nominate a fund, Ventia will make the contributions to the employee's 'stapled super fund' as notified by the Australian Taxation Office. If the employee does not have a 'stapled super fund', the contributions will be made to Ventia's default fund. The contributions will be made on behalf of each eligible employee as defined in the regulations on a monthly basis.

27.1.2 The level of contributions will be in accordance with the levels described by the Act as varied from time to time.

### 27.2 Salary Sacrifice

Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify Ventia in writing and Ventia will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

### 27.3 Co-Contribution Superannuation Scheme:

The following table outlines the Voluntary Employee Co-Contribution Superannuation Scheme as applying prior to the commencement of this Enterprise Agreement:

<b>Voluntary Employee Co-Contribution Superannuation Scheme</b> <b>(in addition to the Company's S.G.C)</b>		
<b>Employee Contribution</b>	<b>Company Contribution</b>	<b>Total of Co-Contribution</b>
3%	1%	4%
4%	2%	6%
5%	4%	9%

### 27.4 Absence from work





Subject to the governing rules of the relevant superannuation fund, Ventia will make superannuation contributions provided for in clause 27.1 and pay the amount authorised under clauses 27.1, 27.2 and 27.3:

27.4.1 **Paid leave** - while the employee is on any paid leave;

27.4.2 **Work-related injury or illness** - for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

27.4.2.1 the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

27.4.2.2 the employee remains employed by the employer.

## 28. INCOME PROTECTION INSURANCE

28.1 Ventia agrees to provide income protection insurance cover for applicable employees covered by this Enterprise Agreement in accordance with Wageguard or other policy approved by Ventia.

28.2 A copy of the relevant injury and sickness benefit terms and ancillary benefits will be available to Employees of this Enterprise Agreement, upon request.

28.3 The Company will contribute a weekly amount equivalent to the statutory employer superannuation contribution of the relevant employee's 38hr weekly base classification rate into the employee's superannuation fund for each week that the employee is legitimately receiving weekly income protection payments.

## 29. NOTICE BOARDS

29.1 Ventia shall provide approved notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Employee Workplace Representatives shall be permitted to post formal notices on matters pertaining to the employer, employee relationship.

29.2 Any notice posted on an approved Notice Board not associated with the above requirements may be removed by an accredited employee representative or Ventia.

## 30. EMPLOYMENT SECURITY

30.1 Security of employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment.

30.2 We want an environment where people focus on doing jobs safely and well,



implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

30.3 While workplace change, new technologies and changes in operations will be ongoing, where possible, efforts will be taken to effect such change through voluntary means and natural attrition. The following are examples of how changes in the area of employment could be achieved:

30.3.1 Employees may be offered other available positions where possible;

30.3.2 An employee's skills may be further developed to improve flexibility;

30.3.3 Employee numbers may be reduced if required by natural attrition;

30.3.4 Voluntary Retirement Schemes may be used in preference to forced redundancies.

## **31. BLOOD DONORS**

31.1 The Company will promote the donating of blood to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the business.

## **32. DISPUTE AVOIDANCE PROCEDURE (DAP)**

32.1 The Company and Employees are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

32.2 Any issue requiring resolution shall be dealt with in the following manner:

32.2.1 Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.

32.2.2 Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.

32.2.3 Should the issue not be resolved as above within a reasonable timeframe, it shall be referred to and discussed with the Company's Operations Manager.

32.2.4 If not resolved, either the Company or the relevant employee may raise the issue with the Company's Business Manager for resolution.

32.2.5 Before the issue is further escalated, the Company will ensure that its Management has been involved in the process.



- 32.2.6 If still unresolved, the matter may be referred to Fair Work Commission under section 739 (Disputes Dealt with by the FWC) of the Act, by either party, seeking resolution of the grievance via conciliation as a first step, or thereafter arbitration. Any decision of the Fair Work Commission must be consistent with the Act.
- 32.3 At all levels of the above, the Company and the employee(s) involved may choose to have a representative in attendance.
- 32.4 While the above process is being pursued, work shall continue as normal (without bans and limitations).
- 32.5 The Company or the Employee(s) involved may raise an issue to a higher level in the process at any time.
- 32.6 Levels 32.2.1 to 32.2.6 shall wherever practicable be completed within seven (7) working days.


### **33. DISCIPLINARY PROTOCOL**

- 33.1 AGREED PROCESS TO BE FOLLOWED IN THE EVENT OF POTENTIAL DISCIPLINARY ACTION ARISING FROM AN OH&S OR OTHER INCIDENT
- 33.2 The Company and Employees to this Enterprise Agreement agree that where a workplace incident occurs that has potential disciplinary implications, the following will apply:
- 33.2.1 OH&S Incident: Where possible, an appropriate workforce OH&S representative or Employee Workplace Representative (EWR) will be involved in the investigation.
- 33.2.2 Other Incident: Where possible, an appropriate EWR will be involved in the investigation.
- 33.3 All incident investigations will involve relevant Company management representatives.
- 33.4 Agreed Process:
- 33.4.1 At the discretion of the Company, the employee concerned may be instructed not to attend to their usual duties and given alternate duties while the investigation takes place.
- 33.4.2 In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the Company reserves the right to instruct the employee not to attend to duties and not to attend work while the investigation takes place.
- 33.4.3 In the event that sub clause 33.4.1 and/or sub clause 33.4.2 occurs, the Company will continue to pay the employee at the employee's all-purpose ordinary base rate of pay for the employee's ordinary hours of work, while the



investigation takes place. It's noted that this period will not be considered as part of any penalty that may or may not result following the conclusion of the process. *(Refer to sub clause 33.4.11.1 below for recommended communication actions at this point).*

- 33.4.4 Once the investigation is completed, any concerns about the employees' performance and/or conduct will be communicated to the employee and they will be given an opportunity to respond to the Company's concerns prior to any disciplinary action (up to and including termination), being determined. Throughout the process the Employee will be offered a Support Person / Representative of the employees choice, provided they're not conflicted.
- 33.4.5 During any disciplinary meetings/discussions (sub clause 33.4.4), all issues relevant to the matter will be discussed. At this time the Company will, without prejudice, and without limiting the employee's freedom of choice, make available to the Support Person / Representative all such information pertaining to the matter and the proposed disciplinary action that it may legally do so.
- 33.4.6 Once the Company has taken into account the employees responses the Company will make a decision and confirm any disciplinary action applicable to the employee and their Support Person / Representative/s, if any.
- 33.4.7 The employee and their Support Person / Representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so.
- 33.4.8 If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their Representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in sub clause 33.4.1 and/or sub clause 33.4.2. *(Refer to note 33.4.11.2)*
- 33.4.9 Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and their Representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their Representative/s will proceed to the final appeal process via conciliation before Fair Work Commission. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all Parties. Provided that any decision of the Fair Work Commission must be consistent with the Act.
- 33.4.10 This agreed process in no way inhibits either the Company or Employees, from exercising their rights under the terms and conditions of the Enterprise Agreement or conditions of employment or any other relevant employment legislation.
- 33.4.11 Notes:
  - 33.4.11.1 Following each serious incident the Company will, as soon as practical, facilitate a communication to all employees regarding the incident. It is



intended that this communication will be advice that an incident has occurred, its nature and the outcome of the investigation and its learnings.

33.4.11.2 Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.

## 34. INDIVIDUAL FLEXIBILITY ARRANGEMENT

34.1 An Employee and the Company may agree to an arrangement (individual flexibility arrangement) varying the effect of certain terms as listed below of this Agreement in relation to the Employee and the Company, in order to meet the genuine needs of the Employee and the Company.

34.2 The Company must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

34.3 If it is genuinely agreed by the Employee and the Company, the individual flexibility arrangement can deal with one or more of the following matters:

34.3.1 Parental Leave

34.3.2 Long Service Leave

34.3.3 arrangements about when work is performed;

34.3.4 overtime rates;

34.3.5 penalty rates;

34.3.6 allowances;

34.3.7 leave loading.

34.4 The Company must ensure that any individual flexibility arrangement made under this term:

34.4.1 is about permitted matters under section 172 of the Fair Work Act 2009;

34.4.2 does not contain a term which is a Prohibited Matter, or an Unlawful Term or a Discriminatory Term as defined within the *Fair Work Act 2009*;

34.4.3 includes details of the terms of this Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and 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;

34.4.4 states the day the arrangement is to commence;

34.4.5 be in writing and signed by the employer and employee, and if the employee is



under 18, by a parent or guardian of the employee;

34.4.6 can be terminated by either party by giving written notice of not more than 28 days;

34.4.7 can be terminated at any time by the parties if they agree.

34.5 A copy of an individual flexibility arrangement agreed to by the Employee and the Company must be given to the Employee within 14 days after it is agreed

34.6 Except for the requirement for a parent or guardian to execute the agreement on behalf of employees under the age of 18, the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.

### **35. CONSULTATION**

This term applies if the employer:

35.1 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

35.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

35.3 For a major change referred to in paragraph 35.1

35.3.1 the employer must notify the relevant employees and their representatives of the decision to introduce the major change; and

35.3.2 subclauses 35.4 to 35.10 apply.

35.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.

35.5 If:

35.5.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

35.5.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

35.6 As soon as practicable after making its decision, the employer must:



- 35.6.1 discuss with the relevant employees and their representatives:
  - 35.6.1.1 the introduction of the change; and
  - 35.6.1.2 the effect the change is likely to have on the employees; and
  - 35.6.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 35.6.2 for the purposes of the discussion—provide, in writing, to the relevant employees:
  - 35.6.2.1 all relevant information about the change including the nature of the change proposed; and
  - 35.6.2.2 information about the expected effects of the change on the employees; and
  - 35.6.2.3 any other matters likely to affect the employees.
- 35.7 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 35.8 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 35.9 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 35.3.1 and subclauses 35.4 and 35.6 are taken not to apply.
- 35.10 In this term, a major change is likely to have a significant effect on employees if it results in:
  - 35.10.1 the termination of the employment of employees; or
  - 35.10.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 35.10.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 35.10.4 the alteration of hours of work; or
  - 35.10.5 the need to retrain employees; or
  - 35.10.6 the need to relocate employees to another workplace; or
  - 35.10.7 the restructuring of jobs.
- 35.11 For a change referred to in paragraph 35.2



35.11.1 the employer must notify the relevant employees and their representatives of the proposed change; and

35.11.2 subclauses 35.12 to 35.16 apply.

35.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.

35.13 If:

35.13.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

35.13.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

35.14 As soon as practicable after proposing to introduce the change, the employer must:

35.14.1 discuss with the relevant employees and their representatives the introduction of the change; and

35.14.2 for the purposes of the discussion—provide to the relevant employees and their representatives:

35.14.2.1 all relevant information about the change, including the nature of the change; and

35.14.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and

35.14.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

35.14.3 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).

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

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

35.17 In this term, **relevant employees** means the employees who may be affected by a change referred to in subclause 35.1.





## 36. CLASSIFICATIONS & WAGE RATES

### 36.1 Classification Structures / Levels

36.1.1 This Enterprise Agreement provides for the following plant maintenance classification structures / levels:

Classification	Levels
EW	EW1 to EW7
MW	MW1 to MW6

36.1.2 Employees will be classified into one of the above classification structures at a level, which is compatible to the Company's needs provided the employee has the appropriate qualifications. Notwithstanding anything else contained within this Enterprise Agreement, employees will be required to carry out such duties as are within the limits of the employee's skill, competence and training, including work that is incidental or peripheral to the employee's main function.

### 36.2 Classification/Levels/Wage Rates

36.2.1 An employee's remuneration shall be as provided for in this Enterprise Agreement and notified to prospective employees in the Letter of Offer of Employment.

36.2.2 Wage rates and allowances will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.



### 36.2.3 EW - CLASSIFICATION DESCRIPTIONS

The following classification structure is to be applied to employees for skills acquired and utilised.

Classification Description	
<b>EW1</b>	This band includes Electrical Assistants.
<b>EW2</b>	<p>This band includes Electrical Assistants who have relevant certification and are required to perform in addition to electrical assistants' duties the following:</p> <ul style="list-style-type: none"> <li>▪ Certified Riggers/Scaffolders work</li> <li>▪ Crane Drivers (9t &lt;15t, 16t &lt;40t)</li> </ul>
<b>EW3 – 100%</b>	This is the entry band for Electrical-based trade employees
<b>EW4 – 105%</b>	<p>EW4 applies to skills acquired and utilised on the job.</p> <ul style="list-style-type: none"> <li>▪ Three appropriate modules in addition to the training requirements of EW3 level; or</li> <li>▪ Three appropriate modules towards an Advanced Certificate; or</li> <li>▪ Three appropriate modules towards an Associate Diploma; or</li> <li>▪ Any training which a registered provider (e.g. TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or</li> <li>▪ Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.</li> </ul> <p>The following indicative tasks apply to a Tradesperson at Level EW4:</p> <ul style="list-style-type: none"> <li>▪ Exercise the skills attained through completion of the training/work experience prescribed for this classification.</li> <li>▪ Exercises discretion within the scope of this grade;</li> <li>▪ Works under limited supervision either individually or in a team environment;</li> <li>▪ Understands and implements quality control techniques;</li> <li>▪ Provides trade guidance and assistance as part of a work team;</li> <li>▪ Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than EW3.</li> </ul>



## Classification Description

### **EW5 – 110%**

EW5 applies to skills acquired and utilised on the job.

- Six appropriate modules in addition to the training requirements of EW3; or
- Six appropriate modules towards an Advanced Certificate; or
- Six appropriate modules towards and Associate Diploma; or
- Any training which a registered provider (e.g. TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level EW5:

- Exercise of skills attained through completion of the training/work experience prescribed for this classification;
- Provides trade guidance and assistance as part of a work team;
- Assists in the provision of training in conjunction with supervisors and trainers;
- Understands and implements quality control techniques;
- Works under limited supervision either individually or in a team environment;
- Interact with work groups to ensure job completion to target quality workmanship and guidance for others.
- Exercises precision trade skills using various materials and/or specialised techniques;
- Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;
- Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment;
- Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.



## Classification Description

**EW6 -  
115%**

EW 6 applies to skills acquired and utilized on the job.

- Nine appropriate modules in addition to the training requirements of EW3; or
- Nine appropriate modules towards an Advanced Certificate; or
- Nine appropriate modules towards and Associate Diploma; or
- Any training which a registered provider (e.g. TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level EW6:

- Exercise the skills attained through completion of the training/work experience prescribed for this classification;
- Exercise discretion within their level of training;
- Is able to provide trade guidance and assistance as part of a work team;
- Provides training in conjunction with supervisors and trainers;
- Understands and implements quality control techniques;
- Works under limited supervision either individually or in a team environment;
- Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.
- Exercise high Precision Trade Skills using various materials and/or specialised techniques;
- Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- Works on instruments which make up complex control system which utilises some combination of electrical/electronic power principles;
- Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;
- Working on complex or intricate interconnected electrical circuits at a level above MW5;
- Working on complex radio/communication equipment.



## Classification Description

**EW7 –  
120%**

EW 7 applies to skills acquired and utilized on the job.

- An Associate Diploma in a suitable discipline; or
- An Advanced Certificate in a suitable discipline; or
- Dual trade qualifications i.e. electrical and instrumentation; or
- Any training which a registered provider (e.g. TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level EW7:

- Exercise the skills attained through completion of the training/work experience prescribed for this classification;
- Operates autonomously within their level of training;
- Is able to provide specialist trade guidance and assistance as part of a work team;
- Provides specialist training in conjunction with supervisors and trainers;
- Understands, produces and implements quality control techniques and procedures;
- Is able to supervise and mentor employees, both individually and as part of a team environment;
- Schedules and coordinates complex maintenance and project work for teams;
- Exercise high Precision Trade Skills using various materials and/or specialised techniques;
- Works on machinery or equipment which utilise highly complex electrical/electronic/instrumentation circuitry and controls;
- Works on instruments which make up highly complex control systems;
- Exercise advanced CAD/CAM skills in the performance of routine modification to programs;
- Working on highly complex or intricate interconnected electrical circuits at a level above MW6;
- Working on and fault finding for highly complex electrical/electronic and instrumentation equipment.



36.2.3.1 Intermediate Levels: EW3-EW4-EW5-EW6

36.2.3.1.1 The Classification structure of this Agreement has within the Principal Levels of each Trades Level, contained two Intermediate-levels prescribed as A or B.

36.2.3.1.2 For an employee to be elevated to a higher intermediate level (A or B) within the relevant Principle Level, such elevation will only occur where the employee has demonstrated to the Company that they have either; successfully completed the required modules of training and/ or possess the necessary skills/ competencies to perform the required tasks of the applicable intermediate level.

36.2.4 EW -TABLE OF WAGE RATES

Hourly Wage Rate			
Classification	Effective 31/7/2024 'in principle supportive vote'. To be paid as soon as practicable, after FWC Approval 4.75%	Effective from the FFPP after the 1 <sup>st</sup> Anniversary of the successful vote 4.25%	Effective from the FFPP after the 2 <sup>nd</sup> Anniversary of the successful vote 4.00%
<b>EW1</b>	\$36.96	\$38.53	\$40.07
<b>EW2</b>	\$39.12	\$40.78	\$42.41
<b>EW3</b>	\$41.23	\$42.98	\$44.70
<b>EW3-A</b>	\$42.03	\$43.82	\$45.57
<b>EW3-B</b>	\$42.80	\$44.62	\$46.40
<b>EW4</b>	\$43.60	\$45.45	\$47.27
<b>EW4-A</b>	\$44.23	\$46.11	\$47.95
<b>EW4-B</b>	\$44.86	\$46.77	\$48.64
<b>EW5</b>	\$45.47	\$47.40	\$49.30
<b>EW5-A</b>	\$46.12	\$48.08	\$50.00
<b>EW5-B</b>	\$46.74	\$48.73	\$50.68
<b>EW6</b>	\$47.38	\$49.39	\$51.37
<b>EW6-A</b>	\$48.00	\$50.04	\$52.04
<b>EW6-B</b>	\$48.64	\$50.71	\$52.74
<b>EW7</b>	\$49.46	\$51.56	\$53.62



### 36.2.5 MW - CLASSIFICATION DESCRIPTIONS

The following classification structure is to be applied to employees for skills acquired and utilised.

Classification Description	
<b>MW1</b>	This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.
<b>MW2</b>	This band includes Non-Trades employees such as but not limited to: <ul style="list-style-type: none"> <li>▪ Certified Riggers/Scaffolders</li> <li>▪ Crane Drivers (9t &lt;15t, 16t &lt;40t)</li> <li>▪ Beltmen</li> </ul>
<b>MW3 – 100%</b>	This is the entry band for Trade employees such as but not limited to: <ul style="list-style-type: none"> <li>▪ Boilermaker</li> <li>▪ Fitter</li> <li>▪ Welder (All Certificates)</li> <li>▪ Machinist</li> </ul>
<b>MW4 – 105%</b>	<p>MW4 applies to skills acquired and utilised on the job.</p> <ul style="list-style-type: none"> <li>▪ Three appropriate modules in addition to the training requirements of MW3 level or;</li> <li>▪ Three appropriate modules towards an Advanced Certificate; or</li> <li>▪ Three appropriate modules towards an Associate Diploma; or</li> <li>▪ Any training which a registered provider (e.g. TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course, which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or</li> <li>▪ Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.</li> </ul> <p>The following indicative tasks apply to a Tradesperson at Level MW4:</p> <ul style="list-style-type: none"> <li>▪ Exercise the skills attained through completion of the training/work experience prescribed for this classification;</li> <li>▪ Exercises discretion within the scope of this grade;</li> <li>▪ Works under limited supervision either individually or in a team environment;</li> <li>▪ Understands and implements quality control techniques;</li> <li>▪ Provides trade guidance and assistance as part of a work team;</li> <li>▪ Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.</li> </ul>



## Classification Description

### **MW5 – 110%**

MW5 applies to skills acquired and utilised on the job.

- Six appropriate modules in addition to the training requirements of MW3; or
- Six appropriate modules towards an Advanced Certificate; or
- Six appropriate modules towards and Associate Diploma; or
- Any training which a registered provider (e.g. TAFE) or by State Training Authority has been recognised as equivalent to an accredited course, which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW5:

- Exercise of skills attained through completion of the training/work experience prescribed for this classification;
- Provides trade guidance and assistance as part of a work team;
- Assists in the provision of training in conjunction with supervisors and trainers;
- Understands and implements quality control techniques;
- Works under limited supervision either individually or in a team environment;
- Interact with work groups to ensure job completion to target quality workmanship and guidance for others.
- Exercises precision trade skills using various materials and/or specialised techniques;
- Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;
- Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.





## Classification Description

**MW6 -  
115%**

MW 6 applies to skills acquired and utilised on the job.

- Nine appropriate modules in addition to the training requirements of MW3; or
- Nine appropriate modules towards an Advanced Certificate; or
- Nine appropriate modules towards and Associate Diploma; or
- Any training which a registered provider (e.g. TAFE) or by State Training Authority has been recognised as equivalent to an accredited course, which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW6:

- Exercise the skills attained through completion of the training/work experience prescribed for this classification;
- Exercise discretion within their level of training;
- Is able to provide trade guidance and assistance as part of a work team;
- Provides training in conjunction with supervisors and trainers;
- Understands and implements quality control techniques;
- Works under limited supervision either individually or in a team environment;
- Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.
- Exercise high Precision Trade Skills using various materials and/or specialised techniques;
- Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
- Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;
- Working on complex or intricate interconnected electrical circuits at a level above MW5;
- Working on complex radio/communication equipment.

## 36.2.6 MW -TABLE OF WAGE RATES

Hourly Wage Rate			
Classification	Effective 31/7/2024 'in principle supportive vote'. To be paid as soon as practicable, after FWC Approval (4.75%)	Effective from the FFPP after the 1st Anniversary of the successful vote (4.25%)	Effective from the FFPP after the 2nd Anniversary of the successful vote (4.00%)
<b>MW1</b>	\$36.96	\$38.53	\$40.07
<b>MW2</b>	\$39.12	\$40.78	\$42.41
<b>MW3</b>	\$41.23	\$42.98	\$44.70
<b>MW4</b>	\$43.60	\$45.45	\$47.27
<b>MW5</b>	\$45.47	\$47.40	\$49.30
<b>MW6</b>	\$47.38	\$49.39	\$51.37

## 37. ALLOWANCES

### 37.1 Electrical Licence Allowance (All Purpose)

Eligible electrical tradespersons who are required to have and use in their daily work the Qualified Supervisors Certificate will be entitled to an “all purpose” allowance as per the Table of Allowances listed at Clause 37.13.

### 37.2 First Aid Allowance (Flat Weekly)

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid a weekly flat allowance as per the Table of Allowances listed at Clause 37.13.

### 37.3 Confined Space Allowance (Flat Hourly)

37.3.1 A confined space allowance will be paid in the following manner. A “Confined Space”, means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space:



37.3.1.1 In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes.

37.3.1.2 In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

37.3.2 Employees whilst so engaged on such work will receive an allowance as per the Table of Allowances listed at Clause 37.13.

#### 37.4 Dirty Work Allowance (Flat Hourly)

Will apply when employees are engaged in an unusually dirty or offensive capacity. Employees whilst so engaged on such work will receive an allowance as per the Table of Allowances listed at Clause 37.13.

#### 37.5 Heat Allowance (Flat Hourly)

Will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on such work will be paid a Heat Allowance for all hours worked as per the table of Allowances listed at Clause 37.13.

#### 37.6 Powerhouse Allowance (Flat Hourly)

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked as per the table of Allowances listed at Clause 37.13

#### 37.7 Leading Hand Allowance (All Purpose)

37.7.1 Leading hand means an employee (excluding an employee classified at MW6, EW6 or above) specifically appointed by management to supervise or direct other employees on the job.

37.7.2 Leading Hand allowance will apply on a daily or weekly basis, and will be paid the relevant allowance as per the table of Allowances listed at Clause 37.13.

37.7.3 Leading Hands whilst in the role shall have the applicable Leading Hand allowance recognised on a pro-rata basis when calculating service entitlements.

#### 37.8 Technician

An employee specifically appointed by management to perform in the role of Technician, will be paid no less than the Level 5 rate of pay; provided in all circumstances, the period of appointment will be no less than a weekly period.



### 37.9 Equipment or Maintenance Specialist

An employee specifically appointed by management to perform in the role of Equipment or Maintenance Specialist, will be paid no less than the Level 6 rate of pay; provided in all circumstances, the period of appointment will be no less than a weekly period.

### 37.10 Staff Relief (All Purpose)

Staff Relief is defined as a circumstance where employees are requested to step up to perform the full scope of the staff position. Guidance for the full scope of the role can be obtained from the relevant staff member's position description. A Staff Relief Allowance will be paid at the rate of Level 6 plus the weekly allowance as per the table of Allowances listed at Clause 37.13.

### 37.11 All Other Allowances

The rates of pay as per the Classification Structure/s are inclusive of all other allowances except for the Electrical Licence Clause 37.1, First Aid Allowance Clause 37.2, Confined Space Allowance Clause 37.3, Dirty Work Allowance Clause 37.4, Heat Allowance Clause 37.5, Powerhouse Allowance Clause 37.6, Leading Hand Allowance Clause 37.7, and Staff Relief Allowance Clause 37.10. The rates of pay for EW and MW Classifications as per Clause 36.2, includes but is not limited to the following allowances:

- i. Supplementary Payment
- ii. Special Allowance
- iii. Industry Allowance
- iv. AIS Allowance
- v. Tool Allowance

### 37.12 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.



### 37.13 Table of Allowances

Item / Allowance	Clause REF:	Frequency	Effective from 31/7/2024 'in principle supportive vote'. To be paid as soon as practicable, after FWC Approval (4.75%)	Effective from the FFPP after the 1 <sup>st</sup> Anniversary of the successful vote (4.25%)	Effective from the FFPP after the 2 <sup>nd</sup> Anniversary of the successful vote (4.00%)
<b>Electrical Licence</b>	37.1	per week, all purpose	\$81.87	\$85.35	\$88.76
<b>First Aid</b>	37.2	flat weekly	\$19.12	\$19.93	\$20.73
<b>Confined Space</b>	37.3	flat hourly	\$1.09	\$1.14	\$1.19
<b>Dirty Work</b>	37.4	flat hourly	\$0.72	\$0.75	\$0.78
<b>Heat</b>	37.5	flat hourly	\$0.74	\$0.77	\$0.80
<b>Power House</b>	37.6	flat hourly	\$1.09	\$1.14	\$1.19
<b>Leading Hand: Weekly</b>	37.7	per week, all purpose	\$74.35	\$77.51	\$80.61
<b>Leading Hand: Relief</b>	37.7	per day, all purpose	\$14.88	\$15.51	\$16.13
<b>Staff Relief</b>	37.10	per week, all purpose	\$106.71	\$111.25	\$115.70
<b>Availability for Duty</b>	16.5	per day, per occasion	\$122.15	\$127.34	\$132.43
<b>Meal Allowance</b>	17.3 & 17.5	per occasion	\$17.82	\$18.58	\$19.32

## 38. PERFORMANCE BASED BONUS

38.1 An annual performance-based bonus payment of up to 3%, calculated on all hours worked (ordinary time plus overtime) shall apply as follows:

38.1.1 The applicable bonus will be based on the Company's overall performance outcome for its BlueScope Steel Alliance contract as measured and reported by the Client, annually (via the applicable scorecard result).

38.1.2 The performance period is 1 July to 30 June.

38.1.3 At the completion of each period the Contract's performance will be assessed



by the Client, and the scorecard result will be determined and announced.

38.1.4 Subject to Client approval of the scorecard result, and where the result is greater than 100%, employees will receive the applicable bonus payment of up to 3% for all hours worked (ordinary time plus overtime) during the corresponding annual period.

38.1.5 The performance-based bonus will be paid as a lump-sum payment in the first full pay period following Client approval.

## **39. WORKPLACE DELEGATES' RIGHTS**

39.1 Clause 39 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 39.

39.2 In this clause 39:

39.2.1 Employer means the employer of the workplace delegate;

39.2.2 Delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

39.2.3 Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

39.2.4 Employee Organisation has the meaning given by section 12 of the Act.

39.2.5 Enterprise has the meaning given by section 12 of the Act.

39.2.6 Small Business Employer has the meaning given by section 23 of the Act.

39.2.7 Workplace Delegate has the meaning given by section 350C(1) of the Act.

39.3 Before exercising entitlements under clause 39, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

39.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

### Right of representation

39.5 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

39.5.1 consultation about major workplace change;



- 39.5.2 consultation about changes to rosters or hours of work;
- 39.5.3 resolution of disputes;
- 39.5.4 disciplinary processes;
- 39.5.5 enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- 39.5.6 any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- 39.6 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 39.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 39.7 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- 39.8 The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - 39.8.1 a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - 39.8.2 a physical or electronic noticeboard;
  - 39.8.3 electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - 39.8.4 a lockable filing cabinet or other secure document storage area; and
  - 39.8.5 office facilities and equipment including printers, scanners and photocopiers.
- 39.9 The employer is not required to provide access to or use of a workplace facility under clause 39.8 if:
  - 39.9.1 the workplace does not have the facility;
  - 39.9.2 due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - 39.9.3 the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.



Entitlement to reasonable access to training

39.10 Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

39.10.1 In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

39.10.2 The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

39.10.2.1 full-time or part-time employees; or

39.10.2.2 regular casual employees.

39.10.3 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

39.10.4 The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

39.10.5 If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

39.10.6 The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

39.10.7 The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under clause 39.

39.11A workplace delegate's entitlements under clause 39 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

39.11.1 comply with their duties and obligations as an employee;

39.11.2 comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;





39.11.3 not hinder, obstruct or prevent the normal performance of work; and

39.11.4 not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

39.12 Clause 39 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

39.13 Clause 39 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

39.14 unreasonably fail or refuse to deal with a workplace delegate; or


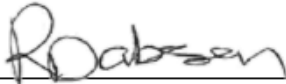
39.15 knowingly or recklessly make a false or misleading representation to a workplace delegate; or

39.16 unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 39.



#### 40. SIGNATURE PAGE

Signed for and on behalf of Ventia Australia Pty Ltd	
Signature:	
Name of Person Signing:	Samuel Boardman
Explanation of this persons authority to sign the Agreement:	Operations Director   NSW Industrial Ventia Australia Pty Ltd
Address:	Level 8, 80 Pacific Highway, North Sydney NSW 2060
Date:	4 September 2024
Witness Signature:	
Witness Name:	Kelly DeGuara


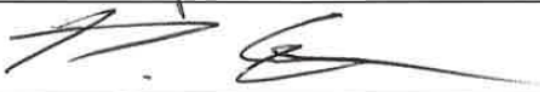
Signed for and on behalf of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU)	
Signature:	
Name of Person Signing:	Brad Pidgeon
Explanation of this persons authority to sign the Agreement:	Acting State Secretary
Address:	3/133 Parramatta Road, Granville NSW 2142
Date:	6 September 2024
Witness Signature:	
Witness Name:	Rochelle Dobson



<b>Signed for and on behalf of the Australian Workers' Union (AWU)</b>	
<b>Signature:</b>	
<b>Name of Person Signing:</b>	
<b>Explanation of this persons authority to sign the Agreement:</b>	
<b>Address:</b>	
<b>Date:</b>	
<b>Witness Signature:</b>	
<b>Witness Name:</b>	

<b>Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)</b>	
<b>Signature:</b>	
<b>Name of Person Signing:</b>	
<b>Explanation of this persons authority to sign the Agreement:</b>	
<b>Address:</b>	
<b>Date:</b>	
<b>Witness Signature:</b>	
<b>Witness Name:</b>	



Signed for and on behalf of the Construction, Forestry and Maritime Employees Union (CFMEU)	
Signature:	
Name of Person Signing:	CHRIS CHRISTODOULOU
Explanation of this persons authority to sign the Agreement:	Joint Executive officer
Address:	Level 2, 63 Miller street, Pyrmont NSW 2009
Date:	9 <sup>th</sup> September 2024
Witness Signature:	
Witness Name:	Dayue Syron

Signed for and on behalf of the employees	
Signature:	
Name of Person Signing:	
Explanation of this persons authority to sign the Agreement:	
Address:	
Date:	
Witness Signature:	
Witness Name:	