



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Ventia Pty Ltd**  
(AG2021/4971)

## **VENTIA TELECOMMUNICATIONS ENTERPRISE AGREEMENT 2021**

Telecommunications services

COMMISSIONER CIRKOVIC

MELBOURNE, 14 MAY 2021

*Application for approval of the Ventia Telecommunications Enterprise Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Ventia Telecommunications Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ventia Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Communications, Electrical and Plumbing Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 14 May 2021 and, in accordance with s.54, will operate from 21 May 2021. The nominal expiry date of the Agreement is 31 December 2023.



COMMISSIONER

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## Annexure A



## Annexure

## Ventia Telecommunications Enterprise Agreement 2021

Matter Number: AG2021/4971

## Undertaking (s. 190 of the Fair Work Act 2009)

## 1. Clause 7(a) - Period of Operation

Notwithstanding Clause 7(a), the 'Agreement' will apply and be applicable 7 days after the date the Agreement is approved by the Fair Work Commission.

## 2. Clause 10(f) - Notice of Termination

If an employee who is at least 18 years old does not provide the period of notice required under 10(f) of the agreement, and fails to work this notice period, Ventia may deduct no more than one week's wages due to the employee as per 32.5(d) Telecommunications Services Award 2020.

## 3. The National Employment Standards

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

## 4. Rates of Pay

Employees in all classifications are employed under Current Rates as per the S5car Telecommunications Enterprise Agreement 2018. The proposed rates of pay in Appendix 1 of the agreement will apply and are applicable 7 days after the date the Agreement is approved by the Fair Work Commission, with further increases on 31/12/2021 and 31/12/2022.

Classification	Current Rates (At test time)	Proposed Rates (7 days after FWC Approval)	31-Dec 2021	31-Dec 2022
Team Leader / Technical Specialist	\$50.51	\$51.39	\$52.39	\$53.21
Advanced Technician	\$46.81	\$47.63	\$48.46	\$49.31
Technician 2	\$42.81	\$43.56	\$44.32	\$45.10
Technician 3	\$38.06	\$38.73	\$39.40	\$40.09
Trainee	\$30.25	\$30.78	\$31.32	\$31.87

Date: 11 May 2021

Signed:

David Black

General Manager | People &amp; Capability

**VENTIA**

**TELECOMMUNICATIONS**

**ENTERPRISE AGREEMENT**

**2021**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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## **Part A**

### **1. TITLE**

This Agreement shall be known as the 'Ventia Telecommunications Enterprise Agreement 2021' (hereafter referred to as 'the Agreement').

### **2. PARTIES**

The parties to the Agreement include:

- a. Ventia Pty Ltd (ABN 51 603 146 676) hereinafter referred to as Ventia and/or the Company; and
- b. CEPU (hereinafter referred to as 'the Union'); and
- c. Employees of Ventia who are engaged to perform the work covered by the classifications provided for in Clause 19 of the Agreement (hereinafter referred to as 'the employees').

### **3. APPLICATION**

- a. This Agreement shall apply to all work undertaken in Australia and its Territories by Ventia, and its employees in the Telecommunications and related industries.
- b. This clause incorporates the provisions of the Telecommunications Services Award 2010 as at the date of approval of the agreement by the Fair Work Commission (FWC) provided that, to the extent of any inconsistency between the Award and this agreement, the provisions of this agreement shall prevail. For clarity, no provision of the Award shall grant or vest any monetary, or other benefit or entitlement, in addition to the provisions set out in this agreement with respect to wages, hourly rates, penalties, loadings, allowances, minimum entitlements or any other provision providing a monetary or related benefit.

### **4. FACILITATIVE MECHANISM**

- a. The intention of this Agreement is to establish a broad level of flexibility to meet the needs of the client and customers of the Company. To achieve this, it is recognised that alternative working arrangements may be needed to suit the operational circumstances of the work area.
- b. To this end the provisions of this Agreement, in relation to the method of working hours and associated matters, may be varied through consultation and the agreement of employees affected by such variation
- c. Field employees may consult with managers to arrange daily hours to accrue an additional day off each month. This will be arranged so as not to impact on productivity or fault response arrangements and timeliness.

### **5. OBJECTIVES**

The Agreement has been bargained by the parties in good faith, in an effort to meet the following objectives:

- a. To set fair and understood terms and conditions of employment.
- b. To maximise the ability of Ventia to provide reliable, competitive, high quality service on time and on budget to Ventia clients.
- c. To maximise the opportunities for stable ongoing employment for Ventia employees. Ventia will meet client requirements through a mix of employee and contractor engagement, its preference is to engage employees directly wherever practical, having regard to workload and operational issues
- d. To provide a transparent and equitable counselling and discipline procedure that is aimed at

- solving problems that employees may have with performance or conduct
- e. To provide fair and sustainable rates of pay for Ventia employees; and
  - f. To provide a fair and mature approach to avoiding or solving disputes between the parties.

## **6. COMMITMENT TO OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT**

- a. Ventia is committed to a zero-injury philosophy providing a safe and healthy working environment for all its employees. The emphasis of this commitment is identification of hazards, and safe systems of work. The employer and employees shall co-operate to promote a safe and healthy work environment and adopt safe practices in accordance with relevant occupational health and safety legislation, regulations and codes of practice, or any other relevant legislation.
- b. All employees should report HSE incidents and near hits to their supervisor preferably immediately, or as soon as practical. Any injuries resulting must be reported to the supervisor promptly. Ventia is committed to rehabilitation of employees and employees must actively participate in rehabilitation to promote recovery.
- c. Employees may elect Health and Safety Representatives (HSR) in accordance with relevant health and safety legislation. HSRs shall be allowed reasonable time necessary during normal working hours to attend to their role and Ventia agrees to pay for approved training in occupational health and safety in accordance with relevant legislation.

## **7. PERIOD OF OPERATION**

- a. This Agreement shall take effect from the date of certification by the Fair Work Commission (the Operative Date) and shall remain in force until 31 December 2023.
- b. Ventia will discuss replacing the Agreement with employees and their bargaining representatives no later than 6 months prior to the Agreement's nominal expiry date.

## PART B - CONTRACT OF EMPLOYMENT

### 8. PROBATIONARY EMPLOYMENT

- a. **Thirteen (13) Weeks Probation** - There shall be an initial fixed term probationary period of employment of thirteen (13) weeks for all new employees, during which time the employee will be engaged on a probationary basis. This probationary period will facilitate the review by Ventia of the skills and capacity of the employee and allow Ventia and the employee to determine if they wish to continue with the employment relationship. If during the probationary period there is a negative assessment, Ventia may extend the probationary period by a further thirteen (13) weeks. The employee will be informed of this extension in writing.
- b. **Employees to be advised** - At the commencement of employment Ventia shall inform all new employees of the duration of the probationary period, and of the nature of the probationary period. At this time Ventia will refer the employee to this Clause.
- c. **Dismissal during probationary period** - During the probationary period, the employee may be dismissed with one week's notice before the end of the probationary period, provided that the following conditions have been met prior to the termination:
  - i. Ventia had explained to the employee its concerns with the employee's performance and/or conduct; and
  - ii. Ventia had given the employee an opportunity to improve his/her performance and/or conduct
- d. **Resignation during probationary period** - During the probationary period, the employee may resign by giving one week's notice or in the absence of one week's notice by forfeiting payment for the whole or part of the weeks' notice not worked
- e. **Probationary period to be included in length of service** - Where Ventia employees are engaged on a probationary basis and have completed a probationary period, as provided for by this Clause, the probationary period will be included in determining an employee's length of service. To avoid doubt, the period of service of an employee who has completed a probationary period will be deemed to have commenced at the commencement of the probationary period. Nothing in this paragraph shall prejudice the rights of either party under paragraph (c) above.

### 9. ENGAGEMENT

Employees can be engaged in permanent or casual categories of employment. Each of these is defined as follows:

- a. **Permanent** - A permanent employee is an employee engaged on a regular basis (full-time or part-time) with the expectation on both Ventia and the employee's part of a regular, permanent on-going employment relationship. All permanent employees shall be engaged on a weekly contract of employment. Part-time permanent employees shall be engaged for regular ordinary hours less than 38 per week and entitled to leave benefits on a pro rata basis.
- b. **Casual Employment** - A casual employee is one who is engaged on an hourly basis. A casual employee will be paid an hourly rate in accordance with the relevant classification of the Agreement plus a loading of 25% as outlined for payment in the Award. As prescribed by the Award, casual employees are not entitled to paid leave or pay for public holidays not worked. To avoid doubt, casual employees are not entitled to the leave benefits (with the exception of Long Service Leave to be applied as per State or Territory legislation) prescribed by Part E of this Agreement.
- c. **Conversion to Full-Time Employment** - Subject to the Award, a casual employee, other than an irregular casual employee, who has been engaged for a sequence of periods of employment during a period of six months, thereafter, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process
- d. **Temporary Fixed Term Employment** - A temporary fixed term employee is one who is



engaged on a regular basis, such as full time, but for a specified period of time which may be subject to change/extension by mutual agreement of the parties.

- i. A temporary fixed term employee can only be engaged as such where the employee is informed before the engagement of the fixed term nature of the engagement and the employee agrees to the nature of terms of the engagement before employment
- ii. A temporary fixed term employee is entitled to all the leave benefits of the Agreement that apply to permanent employees, on a pro rata basis.

## 10. TERMINATION OF EMPLOYMENT

- a. **Casual Employee** - This Clause does not apply to employees engaged on a casual basis or employees serving a probationary period. It applies to full-time or part-time employees who are not serving a probationary period, and to non-probationary fixed term employees where termination is sought prior to the expiration of the fixed term.
- b. Notice of Termination by Ventia - When terminating the employment of an employee the Company shall give a minimum period of notice consistent with the details below:

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

- c. **Age over 45** - Where an employee is over 45 years of age at the time of termination and has a period of continuous service with the company in excess of two years, the employee shall be entitled to one week's notice in addition to that prescribed above.
- d. Payment in Lieu - Payment in lieu of the notice prescribed in the table above shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof
  - i. The required compensation in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued to the end of the notice period, Ventia would have been liable to pay the employee.
- e. Dismissal for Misconduct - The period of notice in this Clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees or employees serving a probationary period
- f. Notice of Termination by Employee - The notice of termination required to be given by an employee shall be the same as that required of an employer (10(b)), except that there is no additional notice based on the age of employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice. The employee shall give such notice in writing.
- g. Statement of Employment - The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

## 11. OTHER CONDITIONS OF THE CONTRACT OF EMPLOYMENT

It is a condition of employment that all employees adhere to the Company's Motor Vehicle, Health, Safety and Environmental Equal Employment Opportunity and Discrimination and Bullying and Harassment Policies and other relevant Company policies and procedures as varied from time to time and attend any training or education sessions provided regarding such policies and procedures.

Details of relevant Company policies and procedures will be provided during the induction process.

## 12. COUNSELLING AND OTHER DISCIPLINARY PROCEDURES

- a. In the event that the Company considers an employee's conduct or performance to be unsatisfactory, a counselling session will take place which will alert the employee to:
  - The unsatisfactory performance or inappropriate behaviour
  - The improvement required
  - The standards and expectations required in the role
  - Any assistance the employee may require attaining the desired outcome
  - Additional training or instruction that may be offered or required
  - The timeframe for a further review.
- b. If the Company believes that, despite counselling, the employee's behaviour or performance continues to be unsatisfactory, the following formal procedure will apply to any further corrective action the Company may be considering:
  - 1st instance** - a formal verbal warning of which the parties shall retain a record of discussions.
  - 2nd instance** - a written warning issued by the employee's manager including:
    - Details of the unacceptable behaviour/performance.
    - Details of the expected standard of behaviour/performance and the time frame within which such behaviour/performance shall occur and.
    - The consequences of failing to meet the acceptable standard.
  - 3rd further instance** - termination of employment providing a full and proper investigation has occurred.
- c. An employee will be entitled to have a support person present at all stages of this counselling and discipline process.
- d. In the event of a formal warning, either verbal or written, being issued under this procedure, an employee will be provided with at least two full working days' notice of all issues of concern to enable the employee to obtain/request representation prior to any discussions proceeding.
- e. Notwithstanding the above, the Company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including serious breaches of procedures or standards including, but not limited to health, safety and environment, sexual harassment, discrimination, theft of company or other property, fighting, acts of dishonesty, drug taking or other such behaviour that fundamentally calls into question the relationship between the employee and the Company. Serious breaches in this context refer to breaches that are likely to significantly put at risk other persons or the environment for which it is not reasonable for a second breach to be tolerated. In such cases wages shall be paid up to the time of dismissal only.

## 13. TRAINING

- a. Ventia acknowledges the changing pace of technology in the communication industry and the need for Ventia and its employees to understand those changes and have the necessary skill requirements to keep Ventia at the forefront of the industry.

- b. Ventia and the employees recognise that in order to increase the safety, efficiency, productivity, and competitiveness of Ventia a commitment to training and skill development is required. Accordingly, the Parties commit themselves to:
  - i. Developing a more highly skilled and flexible workforce.
  - ii. Wherever practical and possible, providing employees with career opportunities through appropriate training and skill acquisition and assessment.
- c. A training program will be developed consistent with:
  - i. The current and future skill needs of Ventia in accordance with its operations.
  - ii. The need to develop vocational skills relevant to Ventia, the employee and the Telecommunications Industry.
  - iii. EH&S requirements.
- d. When an employee undertakes training, that training may be undertaken either on or off the job. Provided that training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay.
- e. Ventia will reimburse any costs associated with:
  - i. Standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training (as required by Ventia), upon production of evidence of such expenditure.
  - ii. Travel costs incurred by an employee undertaking training in accordance with this clause, which exceeds those normally incurred in travelling to and from the normal place of work.
  - iii. Reimbursement will only be provided where the employee can demonstrate satisfactory progress or achievement in the training/course and that the training/course had been approved by the employee's manager/supervisor prior to the employee undertaking the training/course.
- f. All appropriate and reasonable costs associated with required training including meals, accommodation, and course fees will be paid for by Ventia.
- g. In the event that Ventia provides training for employees:
  - i. Such training shall, wherever possible and subject to operational requirements, be provided during the employee's normal working hours.
  - ii. If training occurs outside of normal hours this will be discussed with the employee and paid at single time or be taken as time in lieu as agreed between the employee and management.

## **PART C - HOURS OF WORK**

### **14. INTENT**

- a. The parties have approached the Hours of Work arrangements of the Agreement with the intent of:
- i. Maximising the ability of Ventia to deliver its services on time and on budget to its clients.
  - ii. Maximising the ability of employees to gain access to flexible working hours and to accommodate individual needs for time at work and leisure time; provided that
  - iii. In all circumstances the Ventia Fatigue Policy must be adhered to.

### **15. HOURS OF WORK**

#### **a. Ordinary Hours of Work**

- i. **Hours per Week** - The ordinary hours of work shall be 38 hours per week.
- ii. **Ordinary Hours** - The ordinary hours of work shall fall between 6am-6pm, Monday to Friday. Employees shall be entitled to a meal break of no less than 30 minutes after no more than 5 hours work. These arrangements may be varied with the agreement of the employee, in accordance with Clause 4 or in an emergency situation where an employee may work up to 6 hours before taking a meal break.
- iii. **Daily Commencement & Completion Times** - Daily commencement and completion times shall be subject to the work area requirements and fall within the Daily Span of Hours as detailed above, or in accordance with Clause 4.
- iv. **Rostered Days Off (RDOs)** - Subject to any alternative arrangement in accordance with Clause 4, employees shall be entitled to rostered days off on the basis of one rostered day off during each four (4) week cycle. To avoid doubt, where projects require an alternative method of implementing the 38-hour week, and this is agreed and applied by the parties in accordance with Clause 4, rostered days off may not apply, or may apply on a different basis. Rostered days off will normally be staggered throughout the month, by arrangement with management. RDOs can be banked up to a maximum of six (6) and taken at an agreed time in line with business needs. By agreement, banked RDOs can be paid-out at ordinary time in lieu of being taken. RDOs accumulated beyond the maximum of six (6) will be paid out in the last pay cycle of each calendar year.

#### **b. Alteration to Hours of Work**

Subject to the employer's right to fix the daily hours for day work within the spread of hours (referred to in clause 15(a)ii) and the right to require employees to work shifts on existing rosters, ordinary hours once determined may be altered:

- i. by the employer giving one week's notice of the requirement to change the arrangement of hours or the shift roster.
- ii. by the employer giving 48 hours' notice to the employee in the case of an emergency.
- iii. by mutual agreement between the employees concerned and their employer; or
- iv. at the discretion of the employer, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances the employer is not required to make any additional payment.

- v. Provided where an employee receives notice and they raise significant concerns about the alteration of their hours of work due to their personal or family circumstances, the employer will consult with the employee about such concerns.
- vi. By agreement of the employee in accordance with clause 4, the ordinary hours of work may be varied and/or the hours per week averaged over an agreed number of weeks.

**c. Overtime -**

Ventia may require an employee to work reasonable additional hours (or overtime) which an employee may refuse if the request is unreasonable. In determining if the request or refusal to work such additional hours is (un)reasonable, matters such as the following will be considered:

- i. any risk to employee health and safety from working the additional hours
- ii. the employee's personal circumstances, including family responsibilities;
- iii. the needs of Ventia;
- iv. how much notice has been given by Ventia of the requirement to work the additional hours.

An employee agreeing to work such overtime shall be paid at the following rates:

v. Planned Overtime - not continuous with ordinary hours and with 24 hours' notice

- Time worked will be paid for at one and one-half (1.5) times the applicable base rate for the first two (2) hours and at two (2) times the applicable base rate thereafter
- An employee shall travel in their own time up to 40 minutes prior to the start of overtime and up to 40 minutes on completion of overtime.
- An employee will not be required to travel more than 80 minutes, on any day, in their own time.
- A minimum payment of four (4) hours at the applicable rate will apply

vi. Unplanned or Planned overtime -continuous with normal work

- Time worked will be paid for at one and one-half (1.5) times the applicable base rate for the first two (2) hours and at two (2) times the applicable base rate thereafter
- In such cases the travel at the start or end of the day, depending upon when the overtime is worked shall be paid
- A minimum payment will not apply

vii. Unplanned overtime which is not continuous with ordinary hours

- Time worked will be paid for at two (2) times the applicable base rate
- Employees shall be paid for all hours worked, inclusive of travel
- A minimum payment of four (4) hours at the applicable rate will apply

viii. Shift Worker

- a) Where an employee is required to work overtime on a weekend, that employee will be paid at two (2) times the base rate for all time worked

Note: Despite anything to the contrary, where an attendance to a network site is required outside of and not continuous with ordinary hours as a consequence of a power failure and in support of that site if a generator deployment is required, then that work will be paid as unplanned overtime not continuous with ordinary hours – Clause 15(c)(vii) will apply.

- d. **Sunday work-Where** an employee is required to work on a Sunday, that employee will be paid at two (2) times the base rate for all time worked with a minimum payment

of 4 hours.

- e. Public Holidays-Where an employee is required to work on a public holiday, that employee will be paid at two and one-half (2.5) times the base rate for all time worked. Any employee required to work on a public holiday will be entitled to a minimum payment of four (4) hours at the appropriate rate. Such payments will be in addition to payment for all ordinary hours on that day. The parties acknowledge and agree that the business, customer and operational requirements and emergency or other unforeseen circumstances may require an employee or employees to work on public holidays.
- f. Time Off in Lieu of Overtime (TOIL) - Subject to this clause, by agreement, time off in lieu may be substituted for overtime payment on an equivalent paid time basis i.e. at the applicable overtime rate. Accrued TOIL may be taken according to the following principles:
  - i. 50% of time accrued shall be taken at the discretion of management with at least 1 weeks' notice;
  - ii. 50% of time accrued shall be taken at the employee's discretion but will be subject to management's discretion as determined by operational requirements; and
  - iii. Any untaken TOIL shall be paid out in the last pay in June of each year.
- g. **Meal Allowance** -An employee required to work overtime continuous with ordinary hours, for more than 1.5 hours, without being notified on the previous day or earlier of the requirement to work overtime will be paid a meal allowance (as per Appendix 1) and again after each subsequent 4 hours worked.

An employee required to work overtime not continuous with ordinary hours, without being notified on the previous day or earlier will be paid a meal allowance (as per Appendix 1), after 4 hours have been worked. Additional payments will be paid for each subsequent 4 hours worked. This provision also applies to Recall (clause 20).

An employee working planned overtime shall be entitled to a meal allowance if such overtime is extended for more than 1.5 hours beyond the planned period.

## 16. SHIFT ARRANGEMENTS

- a. Ventia may ask employees who are not shift workers to undertake shift work. However, an employee who is not a shift worker at the commencement of this Agreement cannot be required by Ventia to become a shift worker. Employees engaged after the commencement of the Agreement may be required to work shift work.
- b. An employee who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6:00pm and 6:00am shall be paid an additional 15% of their salary for that shift.
- c. Where an employee is required to work their ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6:00pm and 8:00am, they shall be paid with respect to that shift an additional 30% of their base rate for that shift.
- d. The additional payment prescribed by this Clause shall not be taken into account in the computation of overtime or in the determination of any allowance based upon pay, nor shall it be paid with respect to any shift for which any other form of penalty payment is made under this Agreement.
- e. Where an employee works a shift the major proportion of which is performed on a Saturday, the rate of payment for that shift will be time and a half (1.5 times) their base hourly rate.
- f. Where an employee works a shift the major proportion of which is performed on a Sunday, the rate of payment for that shift will be double time (2.0 times) their base hourly rate.
- g. Where an employee works a shift, the major proportion of which is performed on a public holiday, the rate of payment for that shift will be double time and a half (2.5 times) their base hourly rate.

- h. When taking annual leave an employee will be paid the greater of the amounts prescribed in Clause 28(e) or the payment for ordinary duty which an employee would have performed had they not been on annual leave.
- i. Weekly hours of duty will be averaged over the cycle of the shift roster.
- j. An employee will be given 5 days (120 hours) notice of variation to a shift roster. Where 5 days' notice is not given by management the employee will be paid at overtime rates (including higher duties allowance) for those hours of the shift that differ from the originally rostered shift. The overtime rates will continue until 5 days' notice has been given.
- k. An employee who is rostered to perform relief work on shift will be paid an additional allowance to their base rate of 15% for any shift falling within the hours of 06:45 and 19:15 or 18:45 and 07:15 Monday to Friday.
- l. An employee who is rostered to perform relief work on shift will be paid additional allowance to their base rate of 50% for any shift falling within the hours of 06:45 and 19:15 or 18:45 and 07:15 on Saturday.
- m. An employee who is rostered to perform relief work on shift will be paid an additional allowance to their base rate of 100% for any shift falling within the hours of 06:45 and 19:15 and 18:45 and 07:15 on Sunday.

## PART D- REMUNERATION

### 17. RATES OF PAY

- a. Current rates of pay (at lodgement) will be escalated as follows:
- b. 1.75% or CPI, whichever is greater, from the;
  1. 31 December 2021, and
  2. 31 December 2022.
- c. Australian Bureau of Statistics (ABS) data will be used to establish CPI. Annualised CPI data for the 4-quarter period prior to the wage increase will be used.
- d. All wage rates and allowances can be found in Appendix 1 -Wages (Hourly Rates) and Allowances Table.
- e. If an employee is required to provide telephone advice, the employee will be paid a minimum of half an hour at double time.
- f. If a field employee is required to act in the position of a T1 for more than 8 hours, that employee will be paid the rate of a T1
- g. **Higher Duties** - Where an employee performs work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee will be paid as follows:
  - i. Up to three hours on any one day-the rate prescribed for such higher classification with a minimum of one hour.
  - ii. Over three hours on any one day-a full day's pay at the rate prescribed for such higher classification
  - iii. Over 20 hours in any one week-a full week's pay at the rate prescribed for such higher classification
  - iv. If an employee is assigned the responsibilities of a supervisor for a full shift or more, they will be paid the base rate of a team leader plus 15%.
- h. An employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.
- i. **Electrician's licence allowance** - An electrical worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence must be paid an allowance (as per Appendix 1) for the time worked.
- j. **Air-conditioning licence allowance** - An air-conditioning tradesperson and a refrigeration mechanic required to use their licence must be paid an allowance (as per Appendix 1) for the time worked.

### 18. METHOD AND FREQUENCY OF PAYMENT

- a. Payments will be made to employees through electronic funds transfer to a bank account nominated by the employee. Payments will be made fortnightly.



## 19. CLASSIFICATION STRUCTURE

- The parties have developed a Classification Structure that recognises the areas of competence dependent on the needs of the Company and emphasises flexible and broad use of skills by employees.
- A classification framework is attached (Appendix 2) and forms part of this Agreement.
- Progression of individual employees through the Classification Structure is based upon competencies demonstrated and utilised by individual employees and dependent upon the needs of the Company.
- The Classification Structure detailed in the Table below is the basis for application of the base hourly rates provided for in this Agreement.

Role	Qualifications	Responsibilities	
Team Leader Technical Specialist	Diploma of Telecommunications Network Engineering (Tech Specialist) Certificate 4 in Frontline Management (Team Leader)	<p align="center"><b>Team Leader - by appointment</b></p> <p>Leads a team involved in installation or maintenance activities and responsible for staff inductions, training, timesheets, HSEQ, technical performance of team, customer relations</p>	<p align="center"><b>Technical Specialist - by appointment</b></p> <p>High level of diagnostic and problem solving skills either remotely or on site Schedules work for team Second in maintenance and advise on faults and higher level of technical knowledge of equipment Staff inductions and training New technology trials</p>
Advanced Technician	Certificate 4 in Telecommunications	<p align="center"><b>By appointment</b></p> <p>Can work without supervision Experienced across 3 or more technologies (line, optics, radio, DC power, alarm management systems) As required, lead/accountable for a team May provide input to pricing for client submission</p>	
Technician T2		<p align="center">As per T3</p> <p>Can work with limited supervision Experienced across one or more technologies (line, optics, radio, DC power, alarm management systems) Able to lead a team on minor projects Maintenance and/or installation of new or refurbished equipment Ability to use complex diagnostic tools as proactive and reactive maintenance aids Coaching and leading of technicians Manage and co-ordinate subcontractor activities within the designated area as required</p>	
Technician T3		<p>Requires regular supervision Limited experience across technologies (line, optics, radio, DC power, alarm management systems) Able to work within a team Undertakes minor maintenance and/or installation of new or refurbished equipment under supervision Ability to use basic test equipment for routine and minor fault diagnosis</p>	
Trainee	Undertaking a Certificate 4 in Telecommunications	<p>Little or no Industry experience Able to work in a team environment under regular supervision Undertakes manual handling works Has a current drivers licence</p>	

## 20. OPERATIONAL RECALL

- a. A recall is classified as being called in to complete a specific task(s) without receiving notice prior to leaving work.
- b. An employee shall be paid for an operational recall with a minimum payment of four (4) hours at double time. All hours thereafter will be paid at double time.
- c. If an employee has been recalled and within the minimum of 4 hours and before returning home, receives a second recall, then there is no entitlement to a second minimum of 4 hours.
- d. If, however, the employee has returned home then the second recall is to be treated as a new recall with a new entitlement to a minimum of 4 hours.
- e. Employees will be paid for those hours actually worked commencing from the time the employee is called out and concluding when the employee arrives back at the location when call back commenced or to the employee's normal place of residence. Where a recall continues into ordinary hours of work, recall provisions cease at the commencement of ordinary hours, however the recall minimum payment of four (4) hours at double time is payable in addition to all ordinary hours.
- f. Subject to clause 22, where a recall occurs whilst on annual leave (or RDO/TOIL/AAL), double time for all hours worked, including a minimum payment of four (4) hours at double time will apply. All time worked coincidental with ordinary hours will be credited to the annual leave (or RDO/TOIL/AAL) balance.
- g. Where a recall occurs on a public holiday, rates and minimum payments applicable in Clause 15 (e) will apply. The employee will be paid at two and one-half (2.5) times the base rate for all time worked. Any employee required to work on a public holiday will be entitled to a minimum payment of four (4) hours at the appropriate rate. Such payments will be in addition to payment for all ordinary hours on that day.

## 21. STANDBY (METROPOLITAN REGIONS)

- a. **Standby** duties for high priority responses will be undertaken after consultation with employees. Employees may be rostered and will be available and ready to perform duties on those days agreed with the company.
- b. A roster (over 7 days) shall be developed whereby standby is spread fairly across the workforce. Unless by agreement, an employee shall not be required to be on standby more than 1 week in 4.
- c. The roster shall be for a rolling period of 3 months.
- d. For special events a voluntary roster for a lesser period may be established at least 1 week prior to the event.
- e. Employees will receive an allowance, calculated on a daily basis, for each 7 day period that they are rostered to be on call for emergency response call out work outside ordinary working hours. The allowance will be for a 24 hour period (commencing at midnight) and will be paid at the rate prescribed in Appendix 1 Allowances.
  - i. Monday to Thursday
  - ii. Friday, Saturday and Sunday
  - iii. Public Holidays
- f. An employee on standby on Public Holidays shall receive a day in lieu to be taken as agreed with the company.
- g. In circumstances where the employee is unable to attend to a recall as requested, the allowance will not be paid for that day. A process for contacting employees shall be developed by the company.
- h. To remove doubt, an employee rostered on standby will be entitled to the full weekly allowance, less only any daily amount forfeited through non-attendance.

- i. Employees engaged on shift work will not be required to undertake Standby duty.
- j. **Recall** - An employee recalled to work while on Standby duty shall be paid in accordance with the recall provisions.

## **22. REST RELIEF AND RESPITE**

- a. Where an employee is recalled to work without having had a 10 consecutive hour break between ordinary hours, such employee will be paid at recall rates until a 10 hour break is provided.
- b. Where an employee is required to work overtime without having had a 10 consecutive hour break between ordinary hours, such employee will be paid at the applicable overtime rates until a 10 hour break is provided.
- c. Employees on stand down (respite) during ordinary hours following such recall or overtime in order to have a 10 hour break will be paid at ordinary rates.

## **23. DAILY TRAVEL- LOG ON AND TRAVEL ARRANGEMENTS**

### **a. FIELD OPERATIONS EMPLOYEES-TRAVEL TO WORKSITES**

This Clause applies to Field Operations employees who usually work at customer sites and who have a Company vehicle and a Company-provided electronic device.

The Company recognises that some employees work from home and that they may not be allocated a job which requires them to be on site at the commencement of each day. In this case they will commence their day from home, e.g. to complete administrative requirements, and the 40 minutes period mentioned in clause 23.1 will not apply. Where a job is provided which requires the employee to be on site at "start time" the provisions below will apply.

### **b. START OF DAY PROCEDURES - PLANNED WORK**

These procedures apply where a staff member received their first job of the day by his/her electronic device by the end of shift of the previous working day.

#### **23.1 LIVING WITHIN THEIR WORK AREA**

- a) Where an employee lives within their work area they are required to travel up to 40 minutes in their own time in order to get to site to commence their first job at their start time.
- b) The 40 minutes travel time described above does not constitute paid work.
- c) Where travel to the first job will exceed 40 minutes the employee should make arrangements with their supervisor to either
  - i. travel any time in excess of 40 minutes in ordinary work time.
  - ii. take time off in lieu equivalent to the time in excess of 40 minutes.
  - iii. be paid overtime at the appropriate rate for travel time in excess of 40 minutes.
- d) 'Work Area' means the geographical area in which an employee is normally expected to work.

- c. **WHERE AN EMPLOYEE LIVES OUTSIDE THEIR WORK AREA** Where an employee chooses to live outside their work area, time spent travelling between their home and the boundary of the work area, whether going to or returning from work, will also be deemed as unpaid work in addition to the unpaid 40 minutes travel time described in Clause 23.
- d. **WHERE AN EMPLOYEE IS REQUIRED TO TRAVEL TO ANOTHER WORK AREA**  
Where an employee is required to start work in another work area they shall not be required to travel on their own time for a period greater than 40 minutes as per Clause 23.1 (b) and (c) above.
- e. **END OF DAY PROCEDURES** An employee will be expected to travel for the same periods (unpaid) described above in order to return home at the end of each day.
- f. **TRANSFER TO ANOTHER WORK AREA** In case of permanent transfer to another work area the appropriate Ventia relocation policy, as varied from time to time, will apply.

#### 24. COMPANY REQUIRED TRAVEL

- a. Where employees are required to work at a location away from the normal place of residence (i.e. where it is not practical to return home on the same day), Ventia will provide and meet expenses for reasonable costs of accommodation and meals and, in addition, shall pay a daily incidental allowance.

Accommodation provided by the Company will where possible be equivalent to 3 star (NRMA or its equivalent) standard level.

- b. Alternatively, by agreement, Ventia may pay the Employee(s) a daily travel allowance which is inclusive of accommodation and incidental expenses. In this situation the reasonable costs of meals when travelling will also be met by the company.
- c. **Incidental Allowance**  
The incidental allowance (as per Appendix 1) will not be paid when the employee is required to stay overnight when actively on a recall or overtime.

#### 25. PERSONAL PROTECTIVE EQUIPMENT

- a. **Mandatory Equipment** - All employees engaged to work on site will be supplied with appropriate PPE before commencing work.
- b. These items must always be worn as instructed. All replacements will be on a fair wear and tear basis.
- c. **Job-related Equipment** - Ventia will supply the following protective equipment/materials where required, for use on specific work tasks:

ITEM	ITEM
<ul style="list-style-type: none"><li>o Hardhats</li><li>o Safety glasses</li><li>o Leather gloves</li><li>o Visor full face (no information)</li><li>o PVC gloves</li><li>o Earmuffs</li><li>o Long pants (2 pairs)</li><li>o Long sleeve shirt (3 shirts)</li><li>o Overalls (2 pairs)</li></ul>	<ul style="list-style-type: none"><li>o Overalls disposable with boot covers (10 pairs)</li><li>o Safety boots</li><li>o Rubber boots</li><li>o Broad brimmed hat</li><li>o Sunglasses as per the standard</li><li>o Sun protection cream and insect repellent (possibly purchase locally on needs basis) as per the standard</li></ul>

## 26. SUPERANNUATION

- a. Ventia shall make a superannuation contribution of 10% of ordinary time earnings as required by Superannuation Guarantee Levy Legislation for each employee whilst they are engaged with the Company.
- b. Employees may elect to nominate an ATO approved complying fund as their preferred fund. If an employee has no preference the Company shall make contributions to a default fund, Australian Super.
- c. These contributions are payable in addition to wages and are not included in the wage rates shown in Appendix 1.

## 27. REDUNDANCY

- a. Where Ventia has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour and that decision leads to the termination of employment of the employee, the employee is entitled to severance pay calculated as follows:
  - i. At least 1 year but less than 2 years the employee will receive 4 weeks pay
  - ii. At least 2 years but less than 3 years the employee will receive 6 weeks pay.
  - iii. At least 3 years but less than 4 years, the employee will receive 7 weeks pay.
  - iv. After four years of continuous service at the rate of 2 weeks pay in respect to each completed year of service up to and including 10 years service.
  - v. After 10 years of continuous service, 20 weeks pay plus 3 weeks' pay in respect to each completed year beyond 10 years of service.
  - vi. Severance pay will be capped at a maximum of 38 weeks' pay.
- b. Any severance payment prescribed by this clause shall not be less than but may exceed the National Employment Standard for redundancy pay and shall not be payable in circumstances excluded by the Fair Work Act 2009.
- c. Ventia will consult with the employees and their chosen/nominated representatives prior to initiating redundancies.
- d. 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned.
- e. The severance payments are in addition to the periods of notice specified in Clause 10.
- f. Ventia will make reasonable attempts to offer redeployment to impacted employees to suitable alternative vacancies should such vacancies exist within its business.
- g. The suitability of a vacancy will depend on the individual circumstances of the role and the employee, including:
  - Geographical location of the role in relation to the employee's residence
  - The skills, qualifications and experience of the employee
  - The remuneration (pay and entitlements) on offer.

## PART E- LEAVE

### 28. ANNUAL LEAVE

- a. Notwithstanding the provisions of this Clause, employees are entitled to Annual Leave in accordance with the National Employment Standard whichever is the more favourable. Annual Leave entitlements will accrue progressively in accordance with the National Employment Standard.
- b. Employees will be entitled to Annual Leave on the basis of 4 weeks per year of service.
- c. Shift Workers will be entitled to Annual Leave on the basis of 5 weeks per year of service.
- d. Payment for Annual Leave will be on the basis of a 38-hour week calculated by applying the base rates of pay provided for in this Agreement.
- e. A loading of 17.5% is payable in addition to the payment for Annual Leave (excluding purchased additional annual leave under sub-clause J). Leave loading will be paid on the employee's anniversary date each year.
- f. Public holidays or sick leave falling during annual leave
  - I. If a public holiday falls within an employee's annual leave on a day which would have been an ordinary working day, extra time equivalent to the public holiday will be added to the employee's annual leave.
  - II. If an employee takes paid sick leave of one day or more supported by a medical certificate during his/her annual leave, the period of annual leave covered by the medical certificate will be credited and sick leave deducted for the same period.
- g. **Shortage of Work** - During periods where there is a shortage of work, employees may be required to take up to two weeks' annual leave provided that:
  - i. the employee has no RDO or TOIL balance and
  - ii. the employee has at least 6 weeks' annual leave accrued. To clarify, "accrued leave" does not include purchased additional annual leave under sub-clause J); and
  - iii. the employee's annual leave balance remains sufficient to cover any pre- approved leave; and
  - iv. the employee has received at least 4 weeks' notice of the requirement to take annual leave

The Company may require an employee to take annual leave under this clause only once in any 12-month period.

Where the Company and employee agree, unpaid leave may be taken under this clause in lieu of annual leave.

- h. **Excessive leave** - If Ventia has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:
  - a. At the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
  - b. The amount of annual leave the employee is directed to take is less than, or equal to, a quarter of the amount of leave accrued.

- i. **Cash Out of Annual Leave** - At the request of the employee, Ventia may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave.
  - i. Ventia and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - ii. Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.
  - iii. Ventia must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- j. **Purchasing of Additional Annual Leave (AAL)**- Employees who are eligible for annual leave, and whose accrued balance of annual leave (and any purchased annual leave) is not greater than eight weeks, may apply to purchase up to a maximum of four weeks' Additional Annual Leave (AAL) per annum on the following basis:
  - i. Employees must have a minimum of 12 months' service before applying for AAL (includes fixed-term employees)
  - ii. The amount of AAL requested must be for a full weeks' duration.
  - iii. When taking annual leave, an employee's AAL balance will be used in the first instance, rather than their accrued leave balance.
  - iv. When considering any application for AAL, the Leader will take into account reasonable business requirements in approving the application.
  - v. AAL must be used within 12 months.
  - vi. Leave loading does not apply for AAL.

## 29. JURY SERVICE

An employee called for Jury Service shall be entitled to make-up pay to ensure no loss of earnings when compared with ordinary rostered time. An employee shall notify the Company as soon as possible of the date which they are required to attend for jury service. The employee shall give the Company proof of attendance in the form of a Sheriff's Certificate showing the duration of the attendance and the amount received in respect of such attendance.

## 30. PERSONAL LEAVE/CARER'S LEAVE

### 30.1 PERSONAL LEAVE

- a. A full-time employee who is unable to work on account of illness or injury not covered by workers compensation will be entitled to paid personal leave as follows: -
  - i. 19 hours at the beginning of every 3 months in the first year of service;
  - ii. 114 hours at the beginning of each subsequent year of service.
- b. Part time employees will have an entitlement to pro rata paid personal leave.
- c. As far as is practical, an employee will notify Ventia of his/her inability to attend work because of illness or injury at least one hour before the commencement of his/her next scheduled starting time.
  - i. This notice must include the nature of the illness, or injury, (if known) and the estimated duration of absence.
  - ii. If it is not practical for the employee to give prior notice of absence the employee must notify Ventia at the earliest opportunity
- d. For payment of personal leave to be authorised the employee must provide evidence by a medical certificate from a registered medical practitioner where the personal leave extends beyond two consecutive days, or after the third day of personal leave in any year
- e. An employee's outstanding paid personal leave entitlement at the end of each year shall accumulate. A part time employee's personal leave entitlement will accumulate on a pro rata basis.
- f. Accumulated paid personal leave entitlements may be used as personal leave if the current year entitlement has been exhausted.

### 30.2 CARER'S LEAVE

- a. A full time employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support because of personal illness or injury shall be entitled to use accrued personal/sick leave for absences to provide care and support for such persons.
- b. The entitlement to carer's leave is subject to the following:
  - i. The employee shall, if required, establish by production of a medical certificate from a registered medical practitioner, or if it is not reasonably practicable to obtain a medical certificate, a statutory declaration, evidence of the illness of the person concerned.
    1. The term 'immediate family' includes the employee's spouse (including a former spouse, de facto spouse and a former de facto spouse) and the following relatives of either the employee or the employee's spouse, being:
      - Child (including adopted child, step child, ex nuptial child and adult child;
      - Parent;
      - Grandparent;
      - Grandchild;
      - Sibling;
      - Niece/Nephew;
      - Any step relation of the above kind.
  - ii. An employee is entitled to a further two days unpaid Carer's Leave in any year if the employee has utilised their entire paid Personal Leave entitlement.
- c. Part time employees will have an entitlement to pro rata Carer's Leave on the same basis.
- d. As far as is practical, an employee will notify Ventia of his/her inability to attend work because of a requirement to provide care to an immediate family member at least one hour before the commencement of his/her next scheduled starting time.
  - i. This notice must include the name of the person requiring care and their relationship to the employee, nature of the illness, or injury, (if known) and the estimated duration of absence.
  - ii. If it is not practicable for the employee to give prior notice of absence, the employee must notify Ventia by telephone at the first opportunity.
- e. Any paid Carer's Leave taken by an employee in a year will be deducted from the employee's accumulated personal leave balance.
- f. An employee may take unpaid Carer's Leave in addition to that provided for by this Clause by arrangement with Ventia.



### **31. PARENTAL LEAVE**

Parental leave shall be granted in accordance with the Ventia Parental Leave policy.

### **32. COMPASSIONATE LEAVE**

- a. An employee is entitled to up to two days paid compassionate leave in accordance with the National Employment Standard.
- b. Ventia may require the employee to provide satisfactory evidence.
- c. For the purposes of this Clause 'immediate family' has the same meaning as is set out in Clause 30.2 Carer's Leave.

### **33. LONG SERVICE LEAVE**

- a. An employee is entitled to Long Service Leave in accordance with the Long Service Leave act for the relevant State or Territory in which they are employed.
- b. On termination employees who have completed more than five (5) years' service shall be paid a proportionate sum based on 0.86 weeks per year of service less any previous long service leave payments. This will apply to terminations initiated by either the employee or the Company but will exclude any termination due to serious and wilful misconduct.

### **34. PUBLIC HOLIDAYS**

- a. An employee other than a casual shall be entitled to the relevant gazetted State public holidays that exist during the life of this Agreement.
- b. Any other day, or part-day, declared or prescribed by or under a State or Federal law during the life of this agreement is to be observed as a public holiday.
- c. If an employee is based in a particular State to complete works for the Company then they will be entitled to the gazetted State public holidays where those works are being completed.
- d. The Company may request the employee to work on a public holiday in accordance with the Fair Work Act and such day will be paid as per Clause 15 d).
- e. In New South Wales, the Tuesday immediately following Easter Monday shall be deemed a public holiday, however, if that Tuesday is gazetted or Proclaimed Public Holiday then another day shall be mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year. The public holiday granted to employees in NSW shall be discontinued should the government implement a further NSW public holiday;

## PART F - EMPLOYEE RELATIONS

### 35. DISPUTE SETTLEMENT PROCEDURE

- a. Intentions of Parties** - The overall intentions of the parties in regard to actual or potential disputes are as follows:
- I. To avoid disputes by using effective communications to discuss differences and resolve potential problems.
  - II. To adhere to the dispute settlement procedure as detailed below.
  - III. To resolve issues at the workplace level and to minimise the need for third parties to become involved,
  - IV. To avoid disruption to work from industrial disputes and therefore provide a better service to Ventia clients.
- b. Dispute Procedure** - In the event of a dispute arising between the parties about any matters arising under this Agreement or the National Employment Standards, then the following procedure will be followed by both parties.
- c.** These procedures do not limit the right of an employee to have a nominated representative at any stage during a dispute to assist the employee.

#### Step 1

The matter will be discussed, and every effort will be made to resolve the dispute at the workplace level between the employee(s) concerned and the appropriate Ventia representative.

#### Step 2

If any matter remains in dispute after it has been considered jointly by the appropriate Ventia representative and by the employees concerned the dispute shall then be examined by the officer appointed by Ventia to deal with industrial matters, who will attempt to help the parties at the workplace resolve the matter.

#### Step 3

If the dispute remains unsettled, Ventia's representative shall ensure that the matter is recorded in writing in pertinent detail. The Ventia representative and an employee nominated representative will make every effort to resolve the dispute. Ventia will not refuse a reasonable request from an employee to have a workplace delegate present.

#### Step 4

If the matter still remains unsettled, it shall be referred to Ventia's Senior Manager and may be the subject of discussion with a representative chosen by the employee.

#### Step 5

If the matter still remains unsettled after Step 4 has been conducted the matter may be referred to the Fair Work Commission for conciliation or any other agreed mediator for mediation within agreed terms of reference. If the matter remains unresolved it can be referred to Fair Work Australia for final determination.

Any decision or outcome that is made in any arbitration or appeal must be consistent with the Building and Construction Code 2016, or if it is replaced, any successor Code and all instruments made under such legislation from time to time.

Subject to the rights of the parties to appeal any decision, the parties agree to accept the FWC decision.

### **Work to Continue**

While the procedures specified herein are being followed all work shall continue at the lawful direction of the Company. Changes affecting the wages or base conditions of employment of employees will not be implemented until the dispute is resolved.

Changes affecting practices may be implemented.

The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has so continued.

### **36. FLEXIBILITY**

- a. Ventia and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the flexibility agreement deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances; or
  - v. leave loading.
- b. Such agreements must ensure:
  - i. the arrangement meets the genuine needs of Ventia and the employee; and
  - ii. the arrangement is genuinely agreed to by Ventia and the employee.
- c. Ventia will ensure that the terms of the individual flexibility arrangement are about permitted matters under section 172 of the Fair Work Act 2009, and are not unlawful terms under section 194 of the Fair Work Act 2009 and, result in the employee being better off overall than the employee would be if no arrangement was made.
- d. Ventia will ensure that the individual flexibility arrangement:
  - i. is in writing; and
  - ii. includes the name of the Company and the employee; and
  - iii. is signed by an approved representative of Ventia and the employee concerned. If the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - iv. includes details of:
    - A. the terms of the enterprise agreement that will be varied by the arrangement; and
    - B. how the arrangement will vary the effect of the terms; and
    - C. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - D. states the day on which the arrangement commences.
- e. Ventia will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.


Ventia or the employee may terminate the individual flexibility arrangement by giving no less than 28 days written notice to the other party to the arrangement; or if both Ventia and the employee agree in writing at any time.

**37. CONSULTATION ON MAJOR CHANGE**


- a. Subject to this clause, where the Company has made a definite decision to introduce major change that is likely to have a significant impact on employees or proposes to introduce a change to the regular roster or ordinary hours of employees, the Company will consult with affected employees and their representatives about the changes and the measures that may be taken to avoid or mitigate the adverse effects of the changes on the employees.
- b. Significant effects include: termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- c. For a change to the employees' regular roster or ordinary hours of work the Company must:
  - i. provide information to the employees about the change; and
  - ii. invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - iii. consider any views given by the employees about the impact of the change.
- d. Employees may appoint a representative of their choice for the purposes of consultation under this clause.
- e. Nothing in this clause can be: taken to require the Company to disclose confidential or commercially sensitive information to the relevant employees.

**38. SIGNATORIES**

**Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, by:**

Name:	Greg Rayner
Address:	9/365 Queen Street, Melbourne, VIC, 3000
Position	Divisional Secretary
Signature:	
Date:	4 <sup>th</sup> May 2021

**Signed for and on behalf of Ventia Pty Ltd by:**

Name:	David Black
Address:	111 Vanessa St Kingsgrove NSW 2208
Position	General Manager People and Capability
Signature:	
Date:	4 <sup>th</sup> May 2021

Employee representative Alan Warhurst  4/05/2021

**39. Appendix 1 - Wages (Hourly Rates) and Allowances Table****Rate of pay – Ordinary Hours**

<b>Classification</b>	<b>Upon FWC Approval</b>	<b>31-Dec 2021</b>	<b>31-Dec 2022</b>
Team Leader / Technical Specialist	\$51.39	\$52.39	\$53.21
Advanced Technician	\$47.63	\$48.46	\$49.31
Technician 2	\$43.56	\$44.32	\$45.10
Technician 3	\$38.73	\$39.40	\$40.09
Trainee	\$30.78	\$31.32	\$31.87

**Allowances**

	<b>Clause</b>	<b>Application</b>	<b>Upon Approval</b>	<b>31-Dec 2021</b>	<b>31-Dec 2022</b>
Meal	15(g)	Per Occasion	\$28.14	\$28.64	\$29.14
Electrician's License	17(h)	Per Hour	\$1.54	\$1.56	\$1.59
Airconditioning License	17(i)	Per Hour	\$3.34	\$3.40	\$3.46
Standby	21( e) (i)	Per Day	\$67.39	\$68.57	\$69.77
	21( e) (ii)	Per Day	\$101.08	\$102.85	\$104.65
	21( e) (iii)	Per Day	\$134.78	\$137.14	\$139.54
Incidental	24.1	Per Night	\$28.79	\$29.29	\$29.80
Daily Travel	24.2	Per Night	\$203.45	\$207.01	\$210.63

## 40. Appendix 2 - Classification Framework

### **Purpose**

The new Ventia Telecommunications Agreement includes a classification framework designed to position the Company to undertake an enlarged range of work and to provide a career path for employees.

The framework defines the skills, knowledge, behaviours and attitudes our employees need to effectively perform at their assigned level of work. This framework provides a transparent process that defines the level of competency required, to effectively perform the duties required at each level (pay point) of the EA. This document explains how existing classifications translate to the new classifications.

It is underpinned by the existing Enterprise Agreement (Clause 13) which recognises that the development of employees is a shared responsibility. As part of this transition process, if employees are required to obtain or refresh their skills, then the parties will agree how this will occur.

There will be no requirement under the new Agreement for an employee to undertake formal training or gain Recognition of Prior Learning (RPL) in order to be deemed qualified for his/her role under the classification structure.

The qualification levels referenced in the new classification structure are indicative only. They suggest the level and range of skills and responsibilities that an employee operating at this level could be expected to have.

If during the period of operation of the Agreement Ventia does require such formal training/recognition then clause 13 of the Agreement will apply i.e. Ventia will pay for such training.

After the Agreement comes into operation, T1 s may either remain Technical Specialists or become Team Leaders depending on both their own preferences and their ability to meet the requirements of the roles. Selection for the role of Team Leader will however remain the prerogative of management.

T1 swishing to remain in the Technical Specialist role but assessed as not having the required level of competency or wishing to move into the Team Leader role and require further development, will be supported in gaining the additional skills and knowledge required to perform the roles. Where formal training is required, the cost will be borne by Ventia. All decisions made under the Framework will be subject to review in line with the Dispute Settlement Procedure (Clause 32) of the Agreement.

## 41. Classification Descriptors

<b>Trainee</b>
<p><b>Primary Role Purpose:</b> Working under direct supervision. Maintain a safe operating environment in keeping with WHS Act and Ventia HSEQ behaviours and standards. Is undertaking a Certificate 4 in Telecommunications. May report to a T2.</p>
<b>Complexity of Task</b>
<ul style="list-style-type: none"> <li>Follows safe work practices and can report workplace hazards.</li> <li>Ensure all customer interactions are professional and in line with Ventia code of conduct</li> <li>Works in accordance with standard operating procedures and established criteria.</li> </ul>
<b>Typical Work Tasks</b>
<ul style="list-style-type: none"> <li>Provide frontline customer service to all internal and external stakeholders</li> <li>Perform general labouring and manual handling duties</li> <li>Planned and scheduled activities.</li> <li>Maintains good housekeeping</li> </ul>
<b>Communication</b>
<ul style="list-style-type: none"> <li>Communicates effectively and appropriately with others</li> <li>Reads and interprets and communicates workplace information accurately and clearly</li> <li>Records and relays relevant information</li> <li>Maintains and checks records and documents</li> </ul>
<b>Team Work</b>
<ul style="list-style-type: none"> <li>Works collaboratively and effectively with team members</li> <li>Applies work procedures accurately and in a timely manner</li> </ul>
<b>Problem Solving</b>
<ul style="list-style-type: none"> <li>Responds effectively to hazards, risks and emergencies</li> <li>Uses appropriate techniques to solve or report problems identified when completing work tasks</li> </ul>
<b>Initiative and Enterprise</b>
<ul style="list-style-type: none"> <li>Follows safe work practices</li> <li>Identifies risks and hazards</li> <li>Takes opportunities to work with team members and supervisors to improve processes</li> <li>Takes appropriate initiative to deal with problems and complete tasks.</li> </ul>
<b>Planning and Organising</b>
<ul style="list-style-type: none"> <li>Undertakes allocated work</li> </ul>
<b>Planning and Organising</b>
<p>Participates in effective implementation of organisation's operational plans Contributes to effective management of telecommunication assets</p>
<b>Licence/tickets/qualifications</b>
<p><b>Essentials</b> <b>Licence/s:</b></p> <p><input type="checkbox"/> Motor Vehicle (C)</p> <p><b>Qualifications (Preferred):</b></p> <p><input type="checkbox"/> Undertaking Certificate 4 in Telecommunications</p>

- Safety training as determined required by Ventia

### Technician T2

**Primary Role Purpose:** Can work with limited supervision. Experienced across one or more technologies (line, optics, radio, DC power, alarm management systems). Able to lead a team on minor projects. Coaching and leading of technicians  
Maintain a safe operating environment in keeping with WHS Act and Ventia HSEQ behaviours and standards.

#### Complexity of Task

- Maintenance and/or installation of new or refurbished equipment
- Ability to use complex diagnostic tools as proactive and reactive maintenance aids
- Planned and scheduled notification activities.
- Reactive and emergency repair activities.
- Correctly undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
- Follows safe work practices and can report workplace hazards.

#### Typical Work Tasks

- Maintenance and/or installation of new or refurbished equipment
- Fault investigation, resolution and maintenance of one or more of line, optics, radio, DC power, alarm management systems
- Identify potential hazards and prepare appropriate responses
- Manage and co-ordinate team and subcontractor activities within the designated area as required

#### Communication

- Adjust communication style to meet the needs of people with diverse backgrounds
- Negotiate solutions to customer (internal/external) and workplace based issues

#### Team Work

- Coaching and leading of technicians

#### Problem Solving

- Adjust work methods in response to changing weather and site conditions
- Participate in team solutions to safety issues
- Utilise knowledge of clients and associated infrastructure assets to manage obstacles to completing works.
- Ability to use diagnostic tools as proactive and reactive maintenance aids

#### Initiative and Enterprise

- Independently adapt to changing work conditions or different work areas
- Identify potential improvements to working practice and conditions
- Review, assess and assist in the development, improvement and use of safe work method statements and work instructions.

#### Planning and Organising

- Plan and organise works to ensure efficient delivery of planned maintenance



<b>Advanced Technician</b>
<b>Primary Role Purpose:</b> Can work without supervision. Capable to work across 3 or more technologies (line, optics, radio, DC power, alarm management systems). As required, lead/accountable for a team. Maintain a safe operating environment in keeping with WHS Act and Ventia HSEQ behaviours and standards.
<b>Complexity of Task</b>
<ul style="list-style-type: none"> <li>As per Technician T2 but on multiple technologies</li> </ul>
<b>Typical Work Tasks</b>
<ul style="list-style-type: none"> <li>Mentor other technicians across multiple technologies</li> <li>Provide input to pricing for client submission.</li> </ul>
<b>Communication</b>
<ul style="list-style-type: none"> <li>Adjust communication style to meet the needs of people with diverse backgrounds</li> <li>Negotiate solutions to customer (internal/external) and workplace based issues</li> </ul>
<b>Team Work</b>
<ul style="list-style-type: none"> <li>Coaching and leading of technicians</li> <li>As required lead and be accountable for a team</li> </ul>
<b>Problem Solving</b>
<ul style="list-style-type: none"> <li>As per T2</li> </ul>
<b>Initiative and Enterprise</b>
<ul style="list-style-type: none"> <li>As per T2</li> </ul>
<b>Planning and Organising</b>
<ul style="list-style-type: none"> <li>As per T2</li> </ul>

<b>Technician T3 -</b>
<b>Primary Role Purpose:</b> Working under regular supervision. Has limited experience across one of the technologies (line, optics, radio, DC power, alarm management systems). Able to work within a team. Undertakes minor maintenance and/or installation of new or refurbished equipment under supervision. Ability to use basic test equipment for routine and minor fault diagnosis. Maintain a safe operating environment in keeping with WHS Act and Ventia HSEQ behaviours and standards.
<b>Complexity of Task</b>
<ul style="list-style-type: none"> <li>Basic network or routine operations,</li> <li>Able to assess risks and follow Ventia procedures to reduce hazards in the workplace.</li> <li>Interpret plans and drawings relevant to their functions.</li> <li>Works in accordance with standard operating procedures and established criteria.</li> <li>Correctly undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.</li> <li>Follows safe work practices and report workplace hazards.</li> </ul>
<b>Typical Work Tasks</b>
<ul style="list-style-type: none"> <li>Undertakes basic installation, fault investigation, resolution and maintenance</li> <li>*Uses basic test equipment for routine and minor fault diagnosis.</li> </ul>

**Communication**

- Communicates effectively and appropriately with customers, colleagues and contractors
- Interprets plans, drawings and specifications
- Participates in the implementation and monitoring of OHS policies and procedures
- Interprets and follows plans, charts and instructions
- Reports and records hazards and risks
- Maintains checks and reports records and documents and information

**Teamwork**

- Responds appropriately to direction
- Works collaboratively and effectively with managers, team members and contractors
- Monitors work processes within the team and ensures safe work practices

**Problem Solving**

- Responds effectively to hazards, risks and emergencies
- Conducts relevant tests and monitoring procedures
- Assesses HSEQ risks at the local work site
- Identifies typical faults and problems and takes necessary remedial action

**Initiative and Enterprise**

- Identify and reports risks and hazards
- Contributes to improvements in procedures and efficient operations
- Identifies opportunities for improved telecommunication management

**Team Leader**

**Primary Role Purpose:** To lead, motivate, develop and coach a team of field technicians to ensure all work is conducted in a safe manner and that a high standard of technical competence of activities performed is maintained. Ensure all activities comply with the legislation and company policies and procedures.

**Complexity of Task**

- Coach team members to perform works to agreed technical standards which deliver to customer expectations.
- Audit and report on team performance variation.
- Ensure that the team consistently achieves required performance standards, that technicians deploy best practice
- Build capability by identifying, nurturing and developing technical skills of individuals and for the team as a whole.
- When necessary, take escalated technical issues to ensure customer satisfaction.

### Typical Work Tasks

- Coaches and develops others in specialised systems and processes
- Leads and manages specialist projects with limited direction
- Assigns and monitors tasks for members of the team in the delivery of preventative maintenance and fault maintenance
- Engages contractors and directs activities for site maintenance works
- Responsible for staff inductions, training, timesheets, HSEQ, technical performance of team, customer relations
- Plan and support the execution of work in accordance with upcoming requirements and identify critical path objectives and obstacles.
- Ensure that team members are adhering to schedule to enable customer demand to be met and that utilisation is maximised
- Actively monitor and work with team members to improve safety in the work place.
- Liaise and have input into the strategic maintenance plans
- Inspects quality of own or other employee's work

### Communication

- Reads, interprets, follows and communicates information on written job instructions, specifications, standard operating procedures, charts, lists, drawings and other applicable reference documents
- Liaises with appropriate authorities
- Communicate with and engage team members to ensure they understand their obligations to themselves and others in performing all tasks per Ventia OH&S expectations.

### Team Work

- Works under limited supervision either individually or in a team environment
- Contributes to a positive culture of compliance within an organisation
- Provides trade guidance and assistance as part of the work team
- Contributes to a group effort in order to plan and carry out work
- Identifies work roles, communicates and cooperates with others
- Develops and maintains networks for the implementation and maintenance of industry knowledge, standards and requirements
- Provides feedback to team members and management

### Problem Solving

- Applies lateral thinking to generate solutions in response to work problems
- Demonstrate subject matter expertise in the function performed by the team and the tools, systems and processes used to deliver that function.
- Identifies, assesses and prioritises work risks to maintain efficiency, quality, productivity and workplace safety at all times

### Initiative and Enterprise

- Undertakes specialized functions
- Performs non trade tasks incidental to their work
- Is capable of applying the competency in new and different situations and contexts
- Identifies actual and foreseeable workplace hazards during course of work
- Implements OHS risk management procedures
- Modifies work plans to overcome unforeseen difficulties or developments that occur as work progresses
- Participates in improvement procedures including process, quality and internal/external customer/supplier relationships

### Planning and Organising

Plans, prioritises and sequences maintenance and repair operations to ensure completion of activities within schedules and with minimal disruption to scheduled production  
 Plans allocation of work to others including apprentices, trades assistants to ensure efficiency and safety  
 Organises and analyses information relevant to work  
 Sets up jobs prior to commencement of work including selection of appropriate tools, equipment and

materials and adjustment of equipment

#### **Licence/tickets/qualifications**

**Preferred:**

**Licence/s:**

- Certificate 4 in Frontline Management or other training package that suits the Business' needs, Workplace Health and Safety, Training and Assessing, etc.

#### **Problem Solving**

- Applies lateral thinking to generate solutions in response to work problems
- Assesses operation and condition of equipment against specifications or manufacturer's requirements
- Analyses information from drawings, production data, manuals and reports from other employees to improve equipment performance
- Identifies, assesses and prioritises work risks to maintain efficiency, quality, productivity and workplace safety at all times
- New technology trials

#### **Initiative and Enterprise**

Undertakes specialized functions  
Performs non trade tasks incidental to their work  
Is capable of applying competency in new and different situations and contexts  
Identifies actual and foreseeable workplace hazards and risks during course of work  
Modifies work plans to overcome unforeseen difficulties or developments that occur as work progresses  
Participates in improvement procedures including process, quality and internal/external customer/supplier relationships

#### **Planning and Organising**

Plans, prioritises and sequences field trials  
Organises and analyses information relevant to work

#### **Licence/tickets/qualifications**

**Preferred:**

**Licence/s:**

- Diploma of Telecommunications Network Engineering
- Certificate IV in training package that suits the Business' needs, such as Frontline Management, Workplace Health and Safety, Training and Assessing, etc.

### Technical Specialist

**Primary Role Purpose:** High level of diagnostic and problem solving skills either remotely or on site. This role requires the incumbent to provide supervision and training to other staff and participate in management systems and procedure reviews. Maintain a safe operating environment in keeping with WHS Act and Ventia HSEQ behaviours and standards.

### Complexity of Task

- Coach team members to perform works to agreed technical standards which deliver to customer expectations.
- Audit and report on team performance variation.
- Ensure that the team consistently achieves required performance standards, that technicians deploy best practice
- Build capability by identifying, nurturing and developing technical skills of individuals and for the team as a whole.
- When necessary, take escalated technical issues to ensure customer satisfaction.

### Typical Work Tasks

- Leads and manages specialist projects with limited direction
- Coordinates the maintenance and performance of transmission systems and infrastructure to ensure risks to service availability are minimised and contractual service delivery targets are met
- Engages contractors and directs activities for site maintenance works
- Manage client assets, at district level, in accordance to Field Services Procedures In conjunction with the Team Leader and other Senior Technicians, respond promptly to requests for high level technical advice and assistance
- Maintain a specific focus on high impact faults in home District and provide technical support across all areas of Broadcast technology
- Ensure Training and Mentoring of Field Team members is a primary objective during District support activities
- Undertake specific investigations on Network Issues as required to ensure escalation to Project level, or rectification by the District accordingly. Undertake specific investigations on open fault cases as required to ensure timely resolution by the District.

### Communication

- Able to extract information from people remotely and issue clear instructions
- Reads, interprets, follows and communicates information on written job instructions, specifications, standard operating procedures, charts, lists, drawings and other applicable reference documents
- Checks and clarifies trade related information
- Recognises and uses common engineering terminology and symbols
- Liaises with appropriate authorities
- Staff inductions and training

### Team Work

- Assists in the provision of training to employees in conjunction with supervisors/trainers
- Provides trade guidance and assistance as part of the work team
- Contributes to a group effort in order to plan and carry out work

### **Appendix 3 – Aurizon Rostering & standby / on call allowance**

This Appendix applies to employees engaged exclusively on the Aurizon Project. In the event of inconsistency between the Agreement and this Appendix, the provisions of this Appendix shall prevail.

- a) Employees on the Aurizon project are required to be rostered on 9 days on 5 days off basis.
- b) A single person in a single zone (north or south) within the CQCN network is required to be rostered on-call at all times. An employee will only be on call during their rostered 9 days on.
- c) While on call, an employee is required to answer their phone and must take the call out if safe to do so or refer to their counterpart in another sector.
- d) An employee that is on standby / on call is required to be well rested and available to receive calls and attend to network affecting faults.
- e) While on standby, the employee must maintain 0.00 BAC (blood alcohol content) and may be required to pass a drug & alcohol test.
- f) The rate paid for the allowance whilst on call is 20% of the ordinary hourly rate for the employee's relevant classification.
  - i. This allowance applies for only standby hours where the person is not working regular ordinary hours.
  - ii. If an employee is called out to do a job, the on-call allowance will cease at the job start time and the employee will be paid their relevant rate of pay, as per clause 15 of the agreement.
- g) In circumstances where the employee is uncontactable while on standby / the standby allowance will be forfeited for that day.

*Annexure*

**Ventia Telecommunications Enterprise Agreement 2021**

**Matter Number: AG2021/4971**

**Undertaking (s. 190 of the Fair Work Act 2009)**

**1. Clause 7(a) - Period of Operation**

Notwithstanding Clause 7(a), the 'Agreement' will apply and is applicable 7 days after the date the Agreement is approved by the Fair Work commission.

**2. Clause 10(f) – Notice of Termination**

If an employee who is at least 18 years old does not provide the period of notice required under 10(f) of the agreement, and fails to work this notice period, Ventia may deduct no more than one weeks wages due to the employee as per 32.1(d) Telecommunications Services Award 2020.

**3. The National Employment Standards**

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

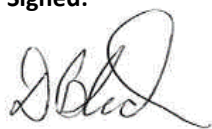
**4. Rates of Pay**

Employees in all classifications are employed under Current Rates as per the Silcar Telecommunications Enterprise Agreement 2016. The proposed rates of pay in Appendix 1 of the agreement will apply and are applicable 7 days after the date the Agreement is approved by the Fair Work commission, with further increases on 31/12/2021 and 31/12/2022.

Classification	Current Rates (At test time)	Proposed Rates (7 days after FWC Approval)	31-Dec 2021	31-Dec 2022
Team Leader / Technical Specialist	\$50.51	\$51.39	\$52.39	\$53.21
Advanced Technician	\$46.81	\$47.63	\$48.46	\$49.31
Technician 2	\$42.81	\$43.56	\$44.32	\$45.10
Technician 3	\$38.06	\$38.73	\$39.40	\$40.09
Trainee	\$30.25	\$30.78	\$31.32	\$31.87

**Date: 11 May 2021**

**Signed:**



**David Black**

**General Manager | People & Capability**

**Note – this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**