



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Ventia Pty Ltd T/A Ventia Australia Pty Ltd**  
(AG2024/2639)

## **VENTIA TELECOMMUNICATIONS FIELDWORK AGREEMENT 2024**

Telecommunications services

DEPUTY PRESIDENT CROSS

SYDNEY, 5 AUGUST 2024

*Application for approval of the Ventia Telecommunications Fieldwork Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Ventia Telecommunications Fieldwork Agreement 2024* (**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 T/A Ventia Australia 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, Electronic, Energy, Information, Postal, Plumbing and Allied Services 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 is approved and, in accordance with s.54 of the Act, will operate from 12 August 2024. The nominal expiry date of the Agreement is 5 August 2027.



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/2639

Applicant:  
Ventia Pty Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Eliza Maddock, Group ER Manager have the authority given to me by Ventia Pty Limited (**Company**) to give the following undertakings with respect to the *Ventia Telecommunications Fieldwork Agreement 2024* (the **Agreement**):

1. In clause 59, Rates of Pay under the *Ventia Telecommunications Fieldwork Agreement 2024* (the **Agreement**), Employees will be paid the under the Agreement the following hourly wage rates:
  - a. Agreement Level 1 - \$24.84
  - b. Agreement Level 2 - \$25.21
  - c. Agreement Level 3 - \$25.65
2. An employee who has been trained to perform first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid an allowance of \$21.68 per week if the employee is appointed by the employer to perform first aid duty.
3. All tools required that are identified by the company as necessary for employees to perform their role will be supplied by the company.
4. In Appendix A, Level 1 Junior under the *Ventia Telecommunications Fieldwork Agreement 2024* (the **Agreement**) will be replaced by Level 1 Adult.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

29 July 2024

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Date

**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.**

# VENTIA TELECOMMUNICATIONS FIELDWORK AGREEMENT 2024

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## PART I - APPLICATION AND OPERATION

### 1 TITLE

1.1 This Agreement shall be known as the Ventia Telecommunications Fieldwork Agreement 2024 (“Agreement”).

### 2 DEFINITIONS

“**Agreement**” means the Ventia Telecommunications Fieldwork Agreement 2024

“**Commencement Date**” means seven days after the date the Agreement is approved by the Fair Work Commission

“**Company**” means Ventia Pty Ltd

“**CWU**” means Communications Workers Union

“**Employee/s**” means any Employee of the Company who is engaged in a role that is within a classification included in this Agreement.

“**Employee Representative**” means a person selected or elected by the Employee to assist/represent them during discussions/meetings with management.

“**FW Act**” means the Fair Work Act 2009 (Cth)

“**FWC**” means the Fair Work Commission

“**Indicative Tasks**” is work pertaining to the associated classifications that may apply to the role.

“**Regulator**” means an investigator as appointed by the relevant Work Health & Safety legislation applicable to the Company under this Agreement.

“**Wage Rate**” means the Employee’s base rate of pay.

### 3 CLAUSE PARTIES BOUND

3.1 The Agreement covers and applies to:

- (a) the Company; and
- (b) the Employees; and
- (c) the Communications Workers Union (CWU)

### 4 APPLICATION

4.1 This Agreement applies to employees of the Company engaged in telecommunications work carried out in the field, who are employed in the classifications contained in this Agreement.

4.2 The parties note specifically that the Agreement does not apply to:

- (a) Management.
- (b) Engineers/designers/specialists.
- (c) Clerical and administration personnel.
- (d) Employees covered by the Ventia Telecommunications Enterprise Agreement 2024.

4.3 Despite clause 4.1, any enterprise agreement that is approved by the FWC for any project or site, will cover and apply to the Company and the Employees that it is expressed to cover and apply to at the relevant project or site, to the exclusion of this Agreement.

## 5 NOMINAL EXPIRY DATE

- 5.1 This Agreement shall commence operation 7 days after the Agreement is formally approved by the FWC (the commencement date) and shall have a nominal expiry date of three years after the date on which it was approved.
- 5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES will prevail to the extent of the inconsistency.
- 5.3 The company will discuss replacing the agreement with employees and their bargaining representatives no later than 4 months prior to the Agreement's nominal expiry date.

## 6 OBJECTIVES AND COMMITMENTS

- 6.1 The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of works by Ventia Pty Ltd.
  - (a) As well as the overall objective nominated above, the parties also agree to continue to develop and implement the following objectives;
    - i. Excellence in OHS – The parties are committed to acting safely to ensure a safe work environment and to achieve the best possible outcomes in relation to OHS, in accordance with the relevant legislation and associated regulations and codes of practice;
    - ii. Development and satisfaction of Employees – The parties are committed to creating and maintaining a safe, co-operative and fulfilling work experience for Employees;
    - iii. Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation between the parties to this Agreement;
    - iv. Flexibility – The Company and parties to the Agreement will encourage and accept flexibility of jobs and duties and acceptance of improved work organisation to limit unproductive time;
    - v. Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving Company objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals;
    - vi. Training and Career Development for Employees – The parties recognise the value of structured learning and development to the Company, to industry success and to the job opportunities of all Employees and will accordingly co-ordinate, deliver and participate in such development;
    - vii. Legal Requirements – The parties recognise the importance of adhering to all current local, State and Federal statutory requirements;
    - viii. The parties agree to meet at some time during the life of the Agreement to discuss the harmonisation of the Classification Structures.
    - ix. To maximise the opportunities for stable ongoing employment for employees. While the company 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.

7 CONSULTATION TERM

7.1 This term applies if the employer:

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

**Major change**

7.2 For a major change referred to in paragraph 7.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 7.3 to 7.9 apply.

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

7.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

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

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

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

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

7.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 7.2(a) and subclauses 7.3 and 7.5 are taken not to apply.

7.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or

- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

7.10 For a change referred to in paragraph 7.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 7.11 to 7.15 apply.

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

7.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

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

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

7.16 In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause 7.1.

## 8 WORKPLACE REPRESENTATIVE

8.1 The Delegates' Rights Term in the Electrical, Electronic and Communications Contracting Award 2020 will apply as a term of this agreement

## 9 POSTING OF AGREEMENT

9.1 To ensure that employees are aware of the terms of the Agreement a copy of the Agreement shall be given to each Employee and will be available, as appropriate, in common areas

## 10 DISPUTES RESOLUTION PROCEDURE

10.1 Disputes over matters arising from this Agreement or the National Employment Standards will be dealt with according to the following procedure;

- (a) The Employee/s concerned, or if requested by the Employee, a Representative of their choice (who may or may not be an elected Union Representative) will first meet and confer with the Employee's immediate supervisor.
- (b) Alternatively, the Company may submit an issue to the Employee/s who may seek the assistance and involvement of a representative of their choice.
- (c) If the matter is not resolved the affected Employee/s and the Company will arrange further discussions involving senior Company management and include the Representative of the affected Employee's choice, where requested.
- (d) If the matter is not resolved at that level, the Employee, the chosen Representative, or the Company may refer the matter to FWC for final resolution of the matter by conciliation and/or arbitration. Subject to any right of appeal, any determination/decision/recommendation, of FWC will be binding on the Employee, the chosen Representative, and the Company.
- (e) This procedure will be followed in good faith without unreasonable delay.

11 GENERAL SAFETY MATTERS

11.1The Company is bound by the terms of Work Health and Safety legislation (WH&S) and will put in place policies and procedures consistent with that legislation.

12 PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

12.1This procedure shall be followed in good faith and without unreasonable delay by all parties. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter is to be dealt with pursuant to the Disputes Resolution Procedure at Clause 10.

12.2If an Employee wishes to raise a health and safety issue in a workplace, that Employee must first report the issue to their direct supervisor or another management representative and/ or Health and Safety Representative. An Employee may notify the Health & Safety Representative of any safety concerns at any time. If the Company identifies a health and safety issue it may report it to the Health and Safety Manager. Nothing will prevent reporting of issues to the Regulator in the event of an immediate serious risk to an individual's health and safety.

12.3If an issue is not resolved under clause 12 within a reasonable time, any of the parties attempting to resolve the issue may ask the Regulator to attend the workplace as soon as practicable to enquire into the issue. If the Regulator issues a prohibition notice, or a HSR issues a PIN notice, an Employee who, as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period, will continue to be entitled to be paid for that period, subject to them agreeing to undertake suitable alternative work as directed.

12.4It is accepted by all parties to this Agreement that the designated First Aider for a work area is a Company Employee.

13 ORDINARY DUTIES

- 13.1 The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competency, and training, including work which is peripheral to the Employee's main tasks or functions.
- 13.2 The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.
- 13.3 Workplace flexibility is a condition of employment. Employees shall be multi-skilled and are to work in a flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skills and competence. There shall be no demarcation, restrictions, or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations or vocations.
- 13.4 Any lawful direction issued by the Company shall be consistent with the Company's responsibilities to provide a safe, healthy, and productive working environment.

14 FLEXIBLE WORKING ARRANGEMENTS

- 14.1 Subject to law Employees can request flexible working arrangements in accordance with the NES
- 14.2 Eligibility is conditional on:
- (a) 12 months' continuous service or more.
  - (b) Casual Employees who are regular and systematic with 12 months' continuous service or more; and
  - (c) The Company may, at its discretion, consider flexible working arrangement requests from Employees with less than the required service.
- 14.3 An Employee must discuss a request for flexible working arrangements with their supervisor in the first instance and can escalate their request to their Manager. The Company will respond in writing to any application for flexible working arrangements within 21 days.

15 PROBATIONARY PERIOD

- 15.1 The Employee's employment with the Company will be subject to a six-month probationary period commencing from the date of commencement of employment.
- 15.2 At any time during the Probationary Period the Employee's employment may be terminated by either the Company or the Employee in accordance with this Agreement.

16 CONTRACT OF EMPLOYMENT - CASUALS

- 16.1 When a person is engaged for casual employment, they will be informed in writing that they are to be employed as a casual, the job to be performed, the classification level and their pay rate.
- 16.2 A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, annual leave loading, paid personal/carer's leave, paid compassionate leave, redundancy pay, jury service, and paid time off for public holidays not worked.
- 16.3 A casual is entitled to unpaid compassionate leave and unpaid personal/carers leave as per the NES.
- 16.4 On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of 8 hours work for Monday to Friday and a minimum of 4 hours work for Weekends and Public Holidays.
- 16.5 In addition to the wage rates and allowances prescribed herein for each hour so worked, a casual shall be paid an additional casual loading of 25% of the base rate per hour. Where a casual performs overtime then the 25% casual loading shall form part of their ordinary rate. The relevant penalty rate shall be paid in addition.
- 16.6 Termination of all casual employment shall require eight hours' notice on either side or the payment or forfeiture of eight hours pay, as the case may be.

## 16.7 Casual Conversion:

- (a) The casual conversion provisions in the NES shall apply to the employees covered by this agreement.

## 17 DISCIPLINARY PROCEDURE

- 17.1 In any circumstance where an Employee's work performance or conduct is unsatisfactory or unacceptable, the Company may elect to take counselling and disciplinary action consistent with this clause.
- 17.2 This clause does not apply during an Employee's Probationary Period, or in relation to casual Employees.
- 17.3 The Company may apply any step in this disciplinary procedure where in the Employer's view, an Employee's conduct or performance warrants such action, or may take other action in an appropriate case.
- 17.4 Disciplinary action may be applied by the Company where day to day support or counselling has been unsuccessful, or an Employee's conduct or performance is considered serious enough to warrant disciplinary action.
- 17.5 An Employee's line manager may counsel the Employee by informing the Employee of the area(s) in which he or she is not meeting the required standard of performance or conduct expected by the Company. If the line manager considers it appropriate, the Employee will be given an opportunity to respond to the identified concern(s) and an opportunity to rectify his or her performance or conduct within a reasonable period of time.
- 17.6 Prior to any decision to issue a warning to an Employee, the Employee should be notified of:
  - (a) the relevant standard of conduct or performance relevant.
  - (b) the unsatisfactory or unacceptable performance or conduct; and
  - (c) an opportunity to explain or give reasons for the performance or conduct issue.
- 17.7 Where disciplinary action is deemed appropriate by the Company, the Company may as a guide take any of the following steps:
  - (a) **Verbal Warning:** A verbal warning may be issued at any time when an Employee's performance or conduct warrants the issue of a verbal warning.
  - (b) **Written Warning:** A written warning may be issued at any time when an Employee's performance is unsatisfactory, or the Employee has engaged in unsatisfactory conduct and:
    - i. the Employee has received an earlier verbal warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;
    - ii. the Employee has previously received a verbal warning for an unrelated issue; or
    - iii. the nature of the Employee's performance or conduct warrants the issue of a written warning.
  - (c) **Final Written Warning:** A final written warning may be issued at any time when an Employee's performance or conduct is unacceptable and:
    - i. the Employee has received an earlier written warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;
    - ii. the Employee has previously received a written warning for an unrelated issue that is not directly related but is of a similar nature; or
    - iii. the nature of the Employee's performance or conduct is serious and warrants a final written warning.
  - (d) **Termination of Employment:** An Employee's employment may be terminated if his or her performance or conduct is unacceptable and:
    - iv. the Employee has received an earlier final written warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company; or
    - v. the Employee has previously received a final written warning for an unrelated issue; or
    - vi. the nature of the Employee's performance or conduct warrants the termination of his or her employment.
  - (e) **Alternative Disciplinary Action:** Nothing in this clause prevents the Company from implementing alternative disciplinary action in addition to, or instead of, the warnings listed above. Alternative



disciplinary action may include (but is not limited to) a direction to attend training or counselling, a temporary or permanent demotion, loss of supervisory responsibilities and/or withdrawal of benefits such as private use of a Company vehicle or any other lawful and reasonable direction consistent with the terms of this Agreement.

17.8 This clause shall not operate so as to exclude or modify the application of Part 3-2 (Unfair Dismissal) of the FW Act to any Employee who has completed the minimum qualifying period.

## 18 STAND DOWN

18.1 The right of the Company to stand down an Employee without pay shall be in accordance with section 524 of the FW Act which includes circumstances where an Employee cannot be usefully employed because of one of the following circumstances:

- (a) Industrial Action (other than industrial action engaged in by the Company);
- (b) Break down of machinery or equipment for which the Company cannot reasonably be held responsible.
- (c) Stoppage of work for any cause for which the Company cannot reasonably be held responsible.

18.2 The company may not stand down an employee under clause 18.1 during a period the employee can be usefully employed.

## 19 TERMINATION

19.1 Notice of Termination

- (a) The Company will provide Employees with notice of termination based on the Employees length of service as set out below - (excluding casuals):

Period of Continuous Service	Period of notice
One year or less	One week
Over one year and up to the completion of three years	Two weeks
Over three years and up to the completion of five years	Three weeks
Over five years	Four weeks

19.2 In addition to the above notice, Employees over 45 years of age with not less than two years' continuous service shall be entitled to an additional week's notice.

19.3 The Company at its discretion may give payment in lieu of notice, or part notice and part payment in lieu. The payment in lieu of notice shall equal the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee.

19.4 Notwithstanding the notice provisions of this clause, the Company retains the right to terminate the employment without notice for serious misconduct, in which case the Employee shall only be entitled to be paid for the time worked up to dismissal. Serious misconduct is defined in the Fair Work Regulations 2009.

19.5 Termination by the Employee:

- (a) The notice period given by an employee shall be a minimum of one week in accordance with the table set out in 19.1.

19.6 Subject to law, the Employee will not be entitled to be paid for any period of time that the employee is not ready, willing or able to attend for work (or on paid leave in accordance with this Agreement or applicable laws).

## 20 REDUNDANCY

20.1 In the event that the employment of an Employee is terminated for reason of redundancy, then the Employee will be entitled to redundancy pay based on the National Employment Standards (NES) as set out in the following table:

Period of continuous service	Redundancy pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
10 years but not less than 11 years	18 weeks
11 years and over	19 weeks

20.2 For the purposes of this clause, "weeks' pay" means the ordinary time rate of pay for the Employee concerned; provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, and any other ancillary payments.

20.3 This clause does not apply to casual Employees, or any Employee engaged for a fixed term project, or task and where the employment ends due to the end of the term, project or task as the case may be.

#### **Time Off During Notice**

20.4 During the period of notice given by Ventia in redundancy cases, an employee shall be allowed up to one day's time off for each week of notice without loss of pay for the purpose of seeking other employment at times which are convenient to the employee and the employer.

#### **Employee Leaving Early During Notice**

20.5 If an employee is given notice of termination in circumstances of redundancy, the employee may terminate his/her employment during the notice period. If so, the employee shall be entitled to the same benefits and payments had they remained employed during the notice period, but will not be entitled to payment in lieu of notice.

#### **Preserved redundancy entitlements**

20.6 Notwithstanding Clause 20.1, an Employee to whom the Visionstream Employee Collective Agreement 2006 applied prior to making of this Agreement and who commenced employment with the Company prior to 1

January 2010 will have their redundancy entitlement under that Collective Agreement preserved. For those Employees, their entitlement to redundancy pay will be calculated as per Appendix B.

20.7 Notwithstanding Clause 20.1, an Employee who was formerly employed under the John Holland Pty Ltd & CEPU Communications Agreement 2010 – 2013 will, for the purposes of redundancy have clause 48 of that Agreement apply as if it were part of this Agreement, in lieu of this clause as per Appendix C.

20.8 Notwithstanding Clause 20.1, an Employee to whom the *Silcar Schedule 2 - Terms & Conditions applicable to former Silcar Communications EBA employees who transferred to Visionstream Fieldwork EBA and prior to making of this Agreement, and who commenced employment with the Company prior to 1 December 2017* will have their redundancy entitlement under that schedule preserved. For those Employees, their entitlement to redundancy pay will be calculated as per appendix B & D.

## PART V - HOURS OF WORK, ROSTERED DAYS OFF, SHIFT WORK, BREAKS, OVERTIME

### 21 HOURS OF WORK

- 21.1 The ordinary hours of work shall be 38 hours per week, and except in the case of shift workers, may be worked Monday to Friday inclusive between the spread of ordinary hours of 6:00 am and 6:00 pm. Unless otherwise agreed, no more than 8 ordinary hours will be worked on any single day or shift.
- 21.2 The Company will determine the actual method of working ordinary hours. Where the Company wishes to alter the working hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one week's notice of the proposed change.
- 21.3 The ordinary hours of work shall be consecutive except for unpaid meal breaks, as set out in this Agreement.
- 21.4 Subject to the terms above to meet the business' needs, a roster as detailed below can be worked by agreement between the parties.

Roster	Mon – Fri (Ord Hrs as per clause 23.1)	Sat (Ord Hrs ) Penalty rates	Sun (Ord Hrs) Pen rates	P/Hol
<b>21/7</b>	Ord Hrs 7.6	Ord Hrs 7.6 + Pen @.50 X2 & Pen @1.00 X 5.6	Ord Hrs 7.6 + Pen @ 1.00 X 7.6	Ord Hrs 7.6 + Pen @ 1.50 x 7.6
<b>10/4</b>	Ord Hrs 7.6	Ord Hrs 7.6 + Pen @.50 X2 & Pen @1.00 X 5.6	Ord Hrs 7.6 + Pen @ 1.00 X 7.6	Ord Hrs 7.6 + Pen @ 1.50 x 7.6

#### Variation by Agreement:

- 21.5 The time of commencing and finishing shifts/ once having been determined may be varied by agreement between the Company and employee/s concerned to suit the circumstances of the business. Provided that where no agreement is reached 7 days' notice by management of change of shift hours starting and finishing times will be applicable.

### 22 ROSTERED DAYS OFF (RDO)

- 22.1 Working hours will be a 20-day, four-week cycle with 19 days of eight hours each. This provides for an Employee to accrue one (1) Rostered Day Off (RDO) over a four (4) week period. This will be done by the Employee working 8 ordinary hours per day or shift, 0.4 hours of which accrues towards an RDO.
- 22.2 In order to meet operational requirements or improve productivity, it is agreed that rostered days off may be deferred to be taken at a time agreed between the company and the Employee, banked to a maximum of five (5) days to be taken within six (6) months from the day of accrual.
- 22.3 RDO's may be paid out by agreement between the employee and the company providing that the employee:
- Only requests RDO's in excess of 5 days to be paid out, and
  - Only 1 request per 12-month period is permitted.
- 22.4 RDOs will be planned and scheduled to meet the Company's needs and will not adopt a pre-set RDO calendar. Requested days off will be subject to operational and productivity requirements but otherwise will not be unreasonably refused. Requested RDO's will be agreed between the employee and the company.
- 22.5 Employees can request the use of accrued RDO's to be used for Christmas/ New Year shut down or a combination of accrued annual leave and RDO's.

22.6 Should an Employee's services be terminated with an RDO accrual not taken, the Employee shall be given payment in lieu of that accrual.

## 23 SHIFT WORK

23.1 For the purposes of this clause, Shift Work is defined as follows:

- (a) Night Shift – is a shift that finishes between the hours of midnight and at/or before 8:00 AM.
- (b) Afternoon Shift – is a shift that finishes between the hours of 6:00 PM and at/or before midnight
- (c) Continuous Shift - means work that is continuously rostered, seven days per week. For any employee to be classified as a continuous shift worker must be regularly rostered to work Saturdays, Sundays and Public Holidays

23.2 As a condition of employment, the Employees agree to work Shift Work when required to do so by the Company; however, before it does so, the Company must give 7 days' notice of intention to introduce shift work. The notice will include advice of the intended starting and finishing times of the respective shifts.

23.3 Where an Employee is not provided with 7 days' notice of intention to work shift work or the shiftwork is not of at least 5 consecutive shifts they shall be paid at the applicable overtime rate.

23.4 Shift Work requires at least 5 consecutive shifts to be rostered by the Company, otherwise overtime provisions will apply. To avoid any doubt, it is the shift arrangement as established by the Company that will satisfy the requirement that there be at least 5 consecutive shifts. The consecutive nature of shifts will not be regarded as broken if work is not carried out on an RDO, public holiday, Saturday or Sunday.

23.5 Ordinary hours for shift Employees will average 38 hours per week over a defined work cycle and can be worked on any day of the week. Unless otherwise agreed, no more than 8 ordinary hours will be worked on any single shift.

23.6 The ordinary hours for Employees on Shift Work will include a paid meal break not exceeding 30 minutes.

23.7 Employees on Shift Work, Monday to Friday, shall be paid a shift loading of 30% of the Employee's ordinary rate for each ordinary hour worked on an Afternoon Shift or Night Shift.

23.8 Employees on Shift Work that commences on a Saturday shall be paid a shift loading of 50% of the Employee's ordinary rate of pay for each ordinary hour worked.

23.9 Employees on Shift Work, where the shift commences on a Sunday shall be paid a shift loading of 100% of the Employee's ordinary rate of pay for each ordinary hour worked.

23.10 Employees on Shift Work, where the shift commences on a public holiday shall be paid a shift loading of 150% of the Employee's ordinary rate of pay for each ordinary hour worked.

23.11 The time of commencing and finishing shifts/ once having been determined may be varied by agreement between the Company and employee/s concerned to suit the circumstances of the business. Provided where no agreement is reached 7 days' notice by management of change of shift hours starting and finishing times will be applicable.

## 24 BREAKS

24.1 Rest breaks;

- (a) A rest break of 15 minutes duration shall be allowed to all Employees, including shift workers, without deduction of pay on each day.
- (b) The times for taking such rest breaks shall be set by agreement between the Company and Employees concerned.
- (c) Where an Employee works 13 consecutive days away from home and cannot reasonably return home on the 14th day (the rest day), the 14th day (rest day) shall be taken as additional Time Off in Lieu (TOIL) day upon their return (or at a mutually agreed time). This clause operates to the exclusion of FIFO or any other flexible agreements.

- (d) Where an Employee is working away for 5 or more consecutive days and is requested by the company to take a rest day on the 6th or 7th day, and it is not possible to have the rest day at home, the rest day shall be taken as Time Off In Lieu of Pay (TOIL) or paid at ordinary time.

24.2 Meal breaks;

- (a) An Employee (other than a shift worker) is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked. Meal breaks times will be at the discretion of the Company.
- (b) A shift worker is entitled to a paid meal break of 20 minutes per shift. Meal breaks times will be at the discretion of the Company, but the meal break must not be taken more than five hours from the commencement of the shift.
- (c) An Employee working overtime on a Saturday, Sunday or Public Holiday shall be entitled to a paid meal break of 20 minutes after each four hours of overtime worked.

**25 OVERTIME**

25.1 Overtime shall mean:

- (a) Except where an Employee is engaged on shift work - work performed outside the spread of ordinary hours, or in excess of ordinary hours; or
- (b) For an Employee engaged on shift work, work performed in excess of ordinary hours.

25.2 It is agreed that all Employees will work reasonable overtime when required to do so by the Company.

25.3 Monday to Friday;

- (a) All overtime performed on any day Monday to Friday inclusive, shall be paid in accordance with Table 1 below.

25.4 Saturday, Sundays and Public Holidays;

- (a) Overtime worked on a Saturday will be paid in accordance with Table 1 below. Employees required to work on a Saturday will be afforded a minimum of 4 hours' work or be paid as if for 4 hours at the aforementioned overtime rate. To be entitled to payment for the 4-hour minimum, Employees must remain available for that period.
- (b) Overtime worked on a Sunday will be paid in accordance with Table 1 below with a 4-hour minimum. Employees required to work on a Sunday will be afforded a minimum 4 hours' work or be paid as if for 4 hours at the aforementioned overtime rate. To be entitled to payment for the 4-hour minimum, Employees must remain available for that period.
- (c) Overtime worked on a Public Holiday will be paid in accordance with Table 1 below with a 4-hour minimum. Employees required to work on a Public Holiday will be afforded a minimum 4 hours' work or be paid as if for 4 hours at the overtime rate. To be entitled to payment for the 4-hour minimum, Employees must remain available for that period.

Overtime Rates

Table 1	Overtime Rates
Mon – Sat first 2 hours	1.5 times
Mon – Sat each overtime hour over 2 hours	2.0 times
Sunday	2.0 times
Public Holiday	2.5 times

25.5 Overtime on shift rates will be a substitution for and not cumulative upon the shift premium.

25.6 Rest period after overtime.

- (a) Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had ten consecutive hours off work (commensurate from the time an

Employee arrives at their normal place of residence) and the commencement of the Employees ordinary work on the next day or shift without loss of pay.

- (b) In the event that an Employee agrees to a request from the Company to resume or continue to work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double ordinary time wage rates until the Employee is released from duty for such period.
- (c) Employees who accept an offer of weekend overtime will be obliged to attend. However, on occasion, Employees may find themselves unable to fulfil their commitment to attend work. Such Employees will notify the Company before 9:00 am Friday. If no notification is given the Employee may not be considered for overtime on the next occasion
- (d) Equally, the Company may find it unable to proceed with the scheduled overtime and will notify affected Employees of this as early as possible before the finish of ordinary hours on Friday advising cancellation of the weekend overtime. The company may agree to provide such notification at any other time.

## PART VI – WAGE RATES

### 26 CLASSIFICATION STRUCTURE AND RATES OF PAY

- 26.1 All Employees working under this Agreement shall be classified according to the skill- based classification structure in Appendix A.
- 26.2 The wage rate detailed is the rate to be offered for all new Employees as per their allocated classification. The rate is a minimum for that classification.
- 26.3 At commencement of this Agreement no existing Employee's wage will be reduced.

### 27 WAGES

- 27.1 Wages will be paid at the ordinary hourly rate as prescribed in the table in Appendix A, for each ordinary hour worked (refer Appendix A for classification structure). The rates of pay (in Appendix A) apply and are payable from the "Commencement Date" of the Agreement as defined in clause 2 of the Agreement (7 days after the date the Agreement is approved by the Fair Work Commission).
- 27.2 The wage rate detailed is the rate to be offered for all new Employees as per their allocated classification. The rate is a minimum for that classification.
- 27.3 Wage rates inclusive.
- (a) The wage rates are inclusive of all entitlements except as specifically listed elsewhere in this Agreement.
- 27.4 The hourly rates of pay will be increased as follows during the life of the Agreement:

	% Increase
Yr. 1 – on commencement	3.5%
Yr. 2 – From the first full pay period on or after 12 months from the commencement date	3.5%
Yr. 3 - From the first full pay period on or after 24 months from the commencement date	3.5%

### 28 SUPERANNUATION

- 28.1 The Company will contribute superannuation at the applicable Superannuation Guarantee percentage prescribed by Superannuation legislation, calculated on ordinary time earnings on behalf of each Employee. This contribution shall be made to a complying superannuation fund.
- 28.2 If during the life of this Agreement the Superannuation Guarantee increases then the Company will comply
- 28.3 The Company shall provide Employees with the right to choose their own preferred superannuation fund which is an approved fund under Superannuation legislation. Where an Employee fails to nominate a superannuation fund, the Company will make superannuation contributions into the employee's 'stapled super fund' as advised by the ATO. If the employee does not choose a fund and does not have a 'stapled super fund', the Company will make superannuation contributions to its default fund which must be a fund that offers a MySuper product. The same will apply in respect to casual Employees.
- 28.4 Where an Employee wishes to have their pay sacrificed for additional superannuation, the Company will comply with the Employee's request without unreasonable delay.

### 29 PAYMENT OF WAGES



29.1 All wages, allowances and other monies may be paid by electronic funds transfer on a weekly basis. Any underpayment of wages shall be corrected in the next standard off-cycle pay run.

## PART VII – ALLOWANCES

### 30 COMPANY REQUIRED TRAVEL

30.1 Where the Company requires an Employee to perform duties at a location requiring overnight accommodation, the Company will either:

- (a) Agree to pay the Employee(s) a daily allowance which is inclusive of accommodation, breakfast and evening meals and incidental expenses (refer column (B) only); or
- (b) Agree to arrange suitable accommodation for the Employee(s) so that all costs are debited directly to the Company and agree to pay the Employee(s) a daily allowance which is inclusive of breakfast and evening meals and a daily incidental allowance (refer column (C) only); and
- (c) For the purpose of this clause suitable accommodation refers to accommodation of at least three (3) star rating by a motoring club affiliated to the Australian Automobile Association or equivalent.

30.2 In all circumstances the Company does not agree to reimburse or provide alcohol, snacks, drinks or a midday meal.

The Travel Allowance is detailed below:

a) Location where work performed	b) Breakfast & evening meals , accommodation and Incidental Expenses	c) Breakfast & evening meals ,plus Incidental Expenses
<b>Regional</b>	\$280.00	\$120.00
<b>Capital Cities</b>	\$340.00	\$120.00

30.3 Where the allowance is insufficient to meet high cost locations the Company will consider an increased payment if accommodation is not booked by the Company. Evidence of the accommodation spend must be provided

### 31 MEAL ALLOWANCE

31.1 An Employee who is required to work two (2) or more hours of overtime after working eight (8) ordinary hours shall be paid a meal allowance (see table below), or at the option of the Company, be provided with a suitable meal.

First pay period from commencement date of the agreement	<b>\$35.00</b>
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### 32 USE OF PRIVATE VEHICLE

32.1 Where an Employee is required to use his/her own private vehicle on Company business at the request of the Company, the Company will pay to the Employee a per kilometer rate of 85 cents per km.

### 33 USE OF COMPANY VEHICLE

33.1 A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. Due to Australian Taxation Office (ATO) requirements this vehicle may not be permitted to be used for private purposes, other than driving to and from the first and last call of each day.

- 33.2 No person other than an Employee shall be permitted to drive the Company vehicle, without the express permission of the Company.
- 33.3 For Employees who either have an entitlement to private use of a Company vehicle under their employment contract at the Commencement Date or during the life of this Agreement is provided with such an entitlement, clause 33.1 and 33.2 do not apply. The Company Vehicle Policy and Australian taxation rules will apply in these circumstances.

#### 34 DAILY TRAVEL TIME

- 34.1 It is a condition of employment that all Employees, when instructed by management, will start and cease their daily working hours and duties at the job site.
- 34.2 Employees with Company provided vehicles will be expected to transport other Employees to work locations.
- 34.3 Travel between worksites within any day / shift will be considered on duty.
- 34.4 Except as provided for in clause 34.7, employees will be required to travel to and from the job site in their own time each day in accordance with this clause to a maximum of 60 minutes each way per day.
- 34.5 Where travel time exceeds 60 minutes each way per day, then such additional time will be considered excess travel time and paid for at the Employee's ordinary time Hourly Base Rate, except on weekends and public holidays, in which case the overtime rates in clause 25.4 (c) will apply. . Excess travel time is not considered time worked and as such, excess travel time does not attract any penalty or loading, except as otherwise provided in this clause, nor does it reduce the number of ordinary hours an Employee may work on a particular day.
- 34.6 Travel time will be calculated as follows:
- (a) The measurement of travel time will be based on the most direct route. The most direct route is that which takes the shortest time to travel; and
  - (b) The measurement of travel time will include geographical constraints, traffic and road conditions but will not be based on "line of sight".
- 34.7 The provisions of this clause regarding travel time and excess travel time do not apply in the circumstances where:
- (a) an Employee starts and finishes at the assigned depot
  - (b) an employee is working in a regional or remote location
  - (c) an Employee is travelling to a designated job site location where the Employee will remain for at least one night or
  - (d) an Employee is travelling home from a designated job site location where the Employee has remained for at least one night

#### 35 LIVING AWAY FROM HOME ALLOWANCE ('LAFHA')

- 35.1 If LAFHA is required, it will be dealt with in accordance with ATO Guidelines

#### 36 LEADING HAND/TEAM LEAD HIGHER DUTIES ALLOWANCE

- 36.1 A leading hand/ team lead is appointed at the discretion of the Company by agreement with the Employee. A leading hand/ team Lead is a worker of any classification that assists a manager or supervisor in planning and executing that work.
- 36.2 The leading hand allowance of \$70.04 per week will be paid as a flat allowance per week for the duration of the Agreement.
- 36.3 Higher Duties**
- When an Employee is requested to perform higher duties work of a higher classified role for a period of 1 day, has the required skills and competencies to perform duties that are classified as higher than their ordinary classification, (generally for no longer than 12 months), they shall be entitled to be paid at the higher classification wage rate while performing the higher duties. This excludes leading hand/team Leads Team Leaders who will be paid as per Clause 38.2.

## 37 HEIGHT ALLOWANCE

37.1 An Employee who is required to conduct or carry out works on a tower, mast, guy-rope or any telecommunications structure on the external faces of buildings or parapets shall be paid a daily height allowance in accordance with the following rates:

Height (M)	Current	1 <sup>st</sup> pay period on or after commencement
15-45	\$10.58	\$10.90
45 - 90	\$24.52	\$25.26
90-150	\$41.79	\$43.04
150+	\$58.37	\$60.12

37.2 This height allowance shall not apply when an Employee is working wholly within the enclosed cage of a cherry picker, scissor lift or other similar elevating work platform

## 38 ON CALL/CALL BACK

38.1 Where an Employee is On Call, the Employee must remain fit for work for the duration of the On-Call time frame as agreed and must be available to the Company and to accept telephone calls.

38.2 The Employee will receive \$200.00 per week/flat rate to be On Call, paid once per week.

38.3 When an Employee is called out the Employee will be paid for the actual time worked at the appropriate overtime rate. Actual time worked commences when the Employee leaves home and ends when the Employee returns home. The Employee will be paid for a minimum four (4) hours work.

38.4 An Employee recalled to work overtime after leaving the worksite shall be paid for a minimum of 4 hours at the appropriate overtime rate. This provision does not apply when the overtime is continuous with the completion of ordinary working time.

## PART VIII - LEAVE AND PUBLIC HOLIDAYS

### 39 ANNUAL LEAVE

- 39.1 Employees (other than casuals) will accrue annual leave entitlements at the rate of four weeks per year of continuous service in accordance with the FW Act
- 39.2 Employees defined as Shift workers will accrue leave entitlements at the rate of five (5) weeks per year of continuous service if they regularly work
- (a) Night Shift – is a shift that finishes between the hours of midnight and at/or 8:00 AM.
  - (b) Afternoon Shift – is a shift that finishes between the hours of 6:00 PM and at/or before midnight
  - (c) Continuous Shift - means work that is continuously rostered, seven days per week. For any employee to be classified as a continuous shift worker must be regularly rostered to work Saturdays, Sundays and Public Holidays
- 39.3 Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 39.4 An Employee's accrued annual leave entitlements should be taken at mutually convenient times. The employer must not unreasonably refuse to agree to a request by the employee to take annual leave.
- 39.5 The Employee and the company may agree to cash out up to 4 weeks' annual leave per year provided that: the cashing out of annual leave must be by a separate agreement in writing. However, the Employee must always retain a minimum balance of four weeks' untaken annual leave. The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave.
- 39.6 Annual leave is paid at the ordinary rate being paid to the Employee immediately prior to the taking of the Annual Leave.
- 39.7 An Annual leave loading of 17.5% will be paid.
- 39.8 It is agreed that annual leave is to be taken over the Christmas/New Year Closedown period and is to be taken in accordance with the following procedure:
- (a) Subject to its operational and productivity requirements the Company will observe the Christmas/New Year Closedown period and will require Employees to take some Annual Leave at this time.
  - (b) Employees who have not accrued sufficient annual leave prior to commencement of the Christmas/New Year Closedown period may be stood down by the Company to give that Employee at least the minimum leave of absence required.
  - (c) Notwithstanding anything elsewhere contained in this Agreement, the Company may require any Employee to work during the Christmas/New Year Closedown period. In any such event the Company shall recognise the individual right of Employees to not work, provided that Employee shall not unreasonably refuse such a request.
- 39.9 Where an Employee requests that annual leave be allowed in one continuous period at the Christmas /New Year Closedown, such a request shall not be unreasonably refused.

### 40 PUBLIC HOLIDAYS

- 40.1 An Employee (other than a casual employee) shall be entitled to the relevant gazetted State public holidays that exist during the life of this Agreement.
- 40.2 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.
- 40.3 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.
- 40.4 The Company may request the Employee to work on a public holiday in accordance with the FW Act.
- 40.5 A casual that works a public holiday will be paid in accordance with this Agreement.

40.6 Payment for working on a public holiday will be in accordance with clause 25.4.

#### 41 PERSONAL / CARERS LEAVE

- 41.1 Employees (other than casuals) shall be entitled to paid personal/carer's leave in accordance with the FW Act. The entitlement to paid personal/carer's leave is equivalent to 10 days paid leave for each twelve months of continuous service for working an average of 38 hours per week over a 52-week period.
- 41.2 Paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 41.3 Casual employee's are entitled to unpaid carer's leave as prescribed in the FW Act.
- 41.4 Entitlement to carers leave under this clause is in respect of a member of the Employee's family or household as defined by the FW Act. An immediate family member is a:
- (a) Spouse or former spouse, de facto or former de facto partner, child, parent, grandparent, grandchild, siblings; or
  - (b) child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or defacto partner
- 41.5 This definition also includes step-relations (e.g. step-parents and stepchildren) as well as adoptive relations.
- 41.6 An Employee will be granted personal/carer's leave up to the limit of his/her accrued entitlement if he/she is absent from work due to personal illness or injury (other than injury covered by Worker's Compensation), or he/she is required to provide care or support for an ill or injured family or household member as defined in 41.4 (a) or (b), or due to an unexpected emergency affecting the member, subject to:
- (a) The Employee notifying the Company as soon as possible of the commencement of personal/carer's leave (which may be after it has commenced); and
  - (b) Providing to the Company's satisfaction that the personal/carer's leave is/was justified; and
  - (c) Providing a Doctor's certificate for any multiple day absences, or single day absence in excess of two single day absences per year or a statutory declaration, where the Company accepts it as appropriate.
- 41.7 Personal/carer's leave is paid at the ordinary wage rate.
- 41.8 For the purpose of clarity an Employee's anniversary date is the date of commencement of employment.

#### 42 PARENTAL LEAVE

- 42.1 Employees will be entitled to parental leave in accordance with the FW Act.
- 42.2 Subject to Clause 42.3, Employee will be entitled to five (5) days secondary carers leave, with full pay, for paternity leave. The entitlement to paid paternity leave is in addition to any government funded maternity (and associated) leave scheme.
- 42.3 If the company has a policy in place that provides employees with a more beneficial entitlement . then the policy, as varied from time to time, will apply in lieu of the entitlement in clause 42.2.

#### 43 COMPASSIONATE LEAVE

- 43.1 Employees are entitled to 3 days of compassionate leave for each permissible occasion when.:
- (a) a member of the employee's immediate family or household;
    - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
    - (ii) sustains a personal injury that poses a serious threat to his or her life; or
    - (iii) dies; or
  - (b) a baby in the employee's immediate family or household is stillborn; or
  - (c) the employee has a miscarriage; or
  - (d) the employee's current spouse or de facto partner has a miscarriage.

- 43.2 An Employee may access other accrued leave entitlements in addition to the 3 days of paid compassionate leave as agreed by the Company.
- 43.3 Fulltime and Part-time Employees are entitled to be paid for their ordinary hours of work which occur during the period of compassionate leave. Casual Employees can take compassionate leave, but it is unpaid.
- 43.4 An Employee must give notice of any compassionate leave as soon as reasonably practical, including notification of the expected duration of the leave.
- 43.5 For any period of compassionate leave an Employee may be required to provide evidence of the reason for the leave.

## 44 COMMUNITY SERVICE LEAVE

### 44.1 Jury Duty:

- (a) Employees (excluding casuals) required to attend Jury Duty are entitled to have their pay made up by the Company, from the rate paid by the State, to equal their base rate of pay, per day.
- (b) Employees must advise the Company as soon as practical of the date they are required to attend Jury Duty, and must provide the company with proof of their attendance, the duration of such attendance and the amount they received in respect of the Jury Duty

### Emergency Services Leave:

- (a) An Employee can apply to their manager for paid Emergency Services Leave of up to five (5) days duration based on merit for Emergency Services Leave. If not approved, Employees are entitled to unpaid emergency services leave in accordance with the NES.
- (b) Employees must notify the Company of the absence as soon as reasonably practical, and advise the period, or expected period of the absence. Such periods include reasonable travelling and rest time. If an Employee is engaged in eligible emergency activities, they are entitled to be absent from work for reasonable periods.
- (c) The absence must be for an eligible emergency services activity and Employees:
  - (i) must engage in the activity on a voluntary basis;
  - (ii) be a member, or have a member-like association with a recognised emergency management body:
    - and
  - (iii) must have been requested to engage in the activity.

## 45 LONG SERVICE LEAVE

### Long Service Leave Benefits:

- 45.1 Employees shall be registered with the relevant State or Territory Construction Long Service Leave scheme, being:

Jurisdiction	Scheme
NSW	LSL Corp
ACT	ACT Leave
NT	NT Build
QLD	Q Leave
SA	CBS
TAS	Tas Build
VIC	LeavePlus
WA	MyLeave

Where an Employee is not eligible for the relevant State or Territory Construction Long Service Leave scheme, they shall have entitlements to long service leave as are prescribed by the NES, and maintained by the company.

#### 45.2 Access to Long Service Leave:

An employee may request to take long service leave in accordance with state legislation, or in accordance with an applicable portable long service leave scheme.

#### 45.3 Other Conditions regarding long service leave are as follows:

- (a) Long service leave should generally be taken in blocks of 4 weeks at any one time, although the Company and an Employee can agree on a shorter period of Long service leave.
- (b) Where a public holiday falls during a period of long service leave when an Employee would otherwise be rostered to work, the leave period will be extended by a day for each public holiday.
- (c) Annual leave and Personal Leave shall accrue during long service leave, but RDO's will not accrue during long service leave.
- (d) Part time or casual Employees are entitled to long service leave on a pro rata basis.

## 46 FAMILY AND DOMESTIC VIOLENCE LEAVE

46.1 This clause applies to all Employees, including casuals.

#### 46.2 Definitions:

(b) In this clause:

family and domestic violence means violent, threatening, or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

(c) family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee
- (ii) or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee or
- (iii) a member of a person household or a current or former intimate partner
- (iv) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules

(d) A reference to a spouse or de facto partner in the definition of family member in clause 48.2(a) includes a former spouse or de facto partner

#### 46.3 Entitlement to leave

All employees can access 10 days of paid family and domestic violence leave each year

- (a) It's a paid minimum leave entitlement, like annual leave or paid sick and carer's leave.
- (b) An employee's paid leave entitlement is available in full immediately and resets on their work anniversary. It doesn't accumulate from year to year.
- (c) Paid family and domestic violence leave is a standalone leave entitlement. Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the employer. If an employee takes family and domestic violence leave, they have to let their employer know as soon as possible. This can happen after the leave has started
- (d) Employees also need to tell their employer how long they expect the leave to last.
- (e) The employer and Employee may agree that the Employee may take more than 10 days' paid leave to deal with family and domestic violence.
- (f) An Employee may access other accrued leave entitlements in addition to the 10 days' paid leave to deal with family and domestic violence matters as agreed by the company.

#### 46.4 Taking paid leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

**Note:** The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

#### 46.5 Service and continuity

The time an Employee is on paid leave to deal with family and domestic violence counts as service. The time and employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

#### 46.6 Evidence requirements

An employer can ask their employee for evidence that shows the employee took the leave to deal with family and domestic violence. If the employee doesn't provide the requested evidence, they may not get paid the leave.

- (a) The evidence has to convince a reasonable person that the employee took the leave to deal with the impact of family and domestic violence and it's not practical for them to do so outside of their work hours.
- (b) An employer can only use this information to satisfy themselves that the employee is entitled to family and domestic violence leave, unless:
  - (i) the employee consents
  - (ii) the employer is required to deal with the information by law, or
  - (iii) it's necessary to protect the life, health or safety of the employee or another person.
- (c) The employer can't use the information for other purposes, including to take adverse action against the employee.

#### 46.7 Types of evidence

Types of evidence can include:

- (a) a statutory declaration
- (b) documents issued by the police service
- (c) documents issued by a court, or
- (d) family violence support service documents.

Employers can ask employees to provide evidence for as little as one day or less off work.

#### 46.8. Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 46.6 and 46.7 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 46 prevents an employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

**Note:** Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.

## 47 DEFENCE FORCE LEAVE

Clause 47 is only applicable to an Employee to whom the Silcar Terms & Conditions applicable to former Silcar Communications EBA Employees who transferred to Visionstream Fieldwork EBA prior to making of this Agreement and who commenced employment with the Company prior to 1 December 2017.

#### 47.1 Defence Force Training:



- 47.2 On production of evidence of attendance, leave of absence with pay may be granted for seventy-two (72) hours in any year to any Employees who are voluntary members of the Defence Reserve Schemes.
- 47.3 Employees may elect to be granted any annual leave due to them in lieu of an equivalent period of leave granted in the above clause. Application for leave shall be submitted for approval through normal channels and satisfactory evidence of attendance at the annual training camp, etc., shall be forwarded on resumption of duty. Leave granted under this clause shall be included as service for the purpose of annual, sick and long service leave.
- 47.4 If they receive compensation and the amount is less than the amount of pay which they would have received had they been granted personal leave, they may be paid an amount equal to the difference and their personal leave credit will be reduced by the amount of such payment this is at the discretion of the Company.

#### 48 PICNIC DAY

- 48.1 An Employee to whom the Silcar– Terms and Conditions applicable to former Silcar Communications EBA Employees who transferred to the Visionstream Field Work EBA and prior to making this Agreement and who commenced with the company prior to 1 December 2017 will have Picnic Day preserved for the life of this Agreement.
- 48.2 Picnic Day can be taken any time throughout the year subject to agreement where Employees have not availed of the day during the year it shall be taken between Xmas and New Year.

49 TRAINING AND RELATED MATTERS

- 49.1 The Company supports providing Employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed competency standards and curriculum.
- 49.2 The Company will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning).
- 49.3 The Company, where appropriate will develop training programs which are consistent with the following:
- (a) Training provided will be consistent with the Company's business requirements, relevant to the work of the Employee, consistent with the skills development of each Employee and with applicable national competency standards;
  - (b) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;
  - (c) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall be paid for ordinary hours of work;
  - (d) Agreed costs of courses approved by the Company will be met by the Company;
  - (e) The Company will not meet the costs of training undertaken by Employees which was not approved in advance by the Company; and
  - (f) Leave of absence granted pursuant to this clause shall count as service for all purposes set out in this Agreement.

50 TRAINEES

- 50.1 The Company may employ a number of trainees in accordance with the Company's commitment to develop Employees.
- 50.2 Trainee Minimum Wage Rates are referenced in Clause 27.1
- 50.3 Trainees may also be engaged on a classification if on completion of the training a promotion would occur resulting in a higher classification. E.g. A Trainee Rigger is engaged as a CFW2 and upon completion would meet the requirements of a CFW3.

### 51 AMENITIES

- 51.1 The Company will provide appropriate amenity facilities in accordance with the relevant Work, Health and Safety obligations.
- 51.2 The parties to this Agreement acknowledge that there are a number of variables associated with the works to be completed by Employees. Variables include, but are not limited to, the number of people working together, the geographic location of the works and the length of the works to be completed. Therefore, appropriate amenities will be provided on a case by case basis.

### 52 CLOTHING ISSUE AND SAFETY FOOTWEAR AND EQUIPMENT

- 52.1 Mandatory equipment:
- (a) All Employees engaged to work on site will be supplied with appropriate safety footwear, high visibility apparel, safety glasses and safety helmets as appropriate when commencing work with the Company.
  - (b) These items must be worn as instructed by the Company. The supplied items will be worn in accordance with the Safety, Health and Environment Work Method Statements (SHEWMS), or similar safety requirements applicable to the tasks performed.
  - (c) Where there is evidence that Employees are not wearing the mandatory supplied equipment whilst engaged to work on the site they may face disciplinary action by the Company.
  - (d) Helmets and Company issued clothing and equipment must not be painted, drilled or modified in any way. Furthermore, stickers (other than those supplied by the Company for the purpose of identification and/or induction compliance) must not be displayed on helmets and/or Company issued clothing and equipment.
  - (e) Damaged and/or worn footwear, high visibility clothing, eye protection wear and helmets will be replaced on a fair wear and tear basis with approval by the relevant Manager or delegated authority.

### 53 FLEXIBILITY TERM

- 53.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) The arrangement meets the genuine needs of the Company and Employee and is genuinely agreed to by the Company and the Employee.
  - (b) the 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;
    - (v) leave loading.
- 53.2 The Company must ensure that the arrangement:
- (a) be about a permitted matter under the FW Act as if the arrangement were an enterprise agreement; and
  - (b) does not include a term that would be an unlawful term under section 194 of the FW Act; and
  - (c) results in the Employee being better off overall than the Employee would be if no arrangement was made; and
  - (d) is in writing; and
  - (e) includes the name of the Company and Employee; and
  - (f) is signed by the Company and Employee and if the Company and Employee is under the age of 18 years, signed by a parent or guardian of the Employee; and
  - (g) includes detail of:
    - (i) the terms of the agreement that will be varied by the arrangement
    - (ii) how the arrangement will vary the effect of the terms;

(iii) how the Employee will be better off overall than the Employee would be if no arrangement were agreed to; and

(iv) states the date on which the arrangement commences.

53.3 The Company must give the Employee a copy of the arrangement within 14 days after it is agreed to.

53.4 The Company or Employee may terminate the arrangement:

(a) by giving written notice of not more than 28 days; or

(b) if the Company and Employee agree in writing – at any time.

#### 54 NO EXTRA CLAIMS

54.1 It is a condition of the Agreement that the Parties and each of the Employees bound by the Agreement will not pursue extra claims for the duration of the Agreement. This includes claims relating to changes arising from award variations or decisions of the FWC. Nothing in this clause shall be taken to purport that the Agreement deals comprehensively with all incidents of the employment relationship, even those not contemplated by the Agreement.

#### 55 RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

55.1 This Agreement will apply to the exclusion of any industrial agreement/s, award/s, state award/s, enterprise agreement/s, certified agreement/s or workplace agreement/s made under a State law or Federal law, or unregistered agreement/s which may otherwise apply to the employment of the Employees by the Company.

#### 56 FITNESS FOR WORK

56.1 Employees must adhere to the Company's Alcohol and other Drugs Procedure or any other Fit for Work procedure at all times.


56.2 The Company, from time to time during the life of this Agreement, may make changes to the Ventia Fit for Work Guidelines including Alcohol and Drugs Procedure. When changes have been made Employees will be notified and have access to the most recent edition.

#### 57 SMOKING

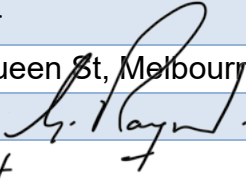
57.1 Smoking is only permitted in designated, appropriately signed areas. Smoking is not permitted in any Company site offices, mess/change sheds, enclosed areas, confined spaces, sanitary facilities, vehicles, machines, plant, meal break facilities or any other amenities.

## 58 SIGNATORIES

Signed for and on behalf of Ventia Pty Ltd by

<b>Name</b>	David Black
<b>Address</b>	Level 8/ 80 Pacific Hwy, North Sydney NSW 2060
<b>Signature</b>	
<b>Date</b>	15th July 2024
<b>Explanation of persons authority to sign (position title)</b>	GM People and Capability Telecommunications

Signed for and on behalf of the Communications Workers Union by

<b>Name</b>	Greg Rayner
<b>Address</b>	Lvl 9, 365 Queen St, Melbourne VIC 3000
<b>Signature</b>	
<b>Date</b>	15/7/24
<b>Explanation of persons authority to sign (position title)</b>	CWU Communications Div National Secretary

## APPENDIX A - CLASSIFICATION STRUCTURE AND RATES OF PAY

MINIMUM PAY LEVEL	TRAINEE	LABOURER	PLANT OPERATOR	COMMUNICATIONS FIELD WORKER	STOREPERSON	FIELD INSPECTOR
Level 1	Junior					
Level 2	Adult					
Level 3		LB 1				
Level 5		LB 2			ST 1	
Level 6				CFW 1		
Level 8			PO 1	CFW 2	ST 2	FI 1
Level 10				CFW 3		
Level 11			PO 2		ST -3	
Level 12						FI 2
Level 13				CFW 4		
Level 14			PO 3			
Level 16				CFW 5		
Level 19				CFW 6		

### All Roles

- Pay Level is a minimum level for each associated classification.
- Abide by all company directives and the Code of Conduct
- Understand and abide by the company's core values and behaviours
- Follow Company Safety, Health and Environment Policy and Procedures including the company's
- Safety Essentials
- Possess a 'Induction for Construction Work' (White Card or equivalent)
- Maintain integrity network at all times in area within your control
- Actively promote and contribute to the safe work practices within the team
- Work towards the continuous improvement of safety standards
- Put a stop to and report any unsafe work activities or practices
- Always arrive for work in a punctual manner
- Always arrive for work fit for duties
- Be prepared to undertake drug and alcohol testing at any time
- Follow all lawful directions given by company officers
- Work as part of a team to deliver projects in a timely and efficient manner

General Labourer	
<b>Roles Included</b>	<ul style="list-style-type: none"> <li>- General labourer</li> <li>- Asphalt labourer</li> <li>- Trades Assistant</li> <li>- Formwork Stripper</li> <li>- Concrete Gang Peggie</li> <li>- Demolition Labourer</li> <li>- Concrete Cutter</li> <li>- Chainman</li> <li>- Fencer</li> <li>- Traffic Controller</li> </ul>
<b>Qualifications (not all required )</b>	<ul style="list-style-type: none"> <li>- Car Licence</li> <li>- Light Rigid license or equivalent</li> <li>- Small Equipment (up to 2T GVM) Accreditations as VOC's as required e.g. 1.8T Excavator, Skid Steer etc.</li> <li>- EWP Accreditation and VOC if Required</li> </ul>
General Labourer (LB1)	
<b>Definition</b>	An Employee at this level will typically perform duties under direct supervision and will include tasks similar to those listed in the indicative task list.
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- Pit and Pipe Installation/replacement.</li> <li>- Rod and Rope</li> <li>- Digging</li> <li>- Jack hammering</li> <li>- Hauling</li> <li>- Concrete works (including cutting)</li> <li>- Operation of various hand tools including saw, drills, grinders</li> <li>- Operation of light trucks and equipment permissible under general car licence</li> <li>- Site maintenance including clean up and removal of waste and re-instalment of areas surrounding replaced pits</li> <li>- Unskilled task as directed</li> </ul>
General Labourer (LB2)	
<b>Definition</b>	An Employee at this level will typically perform duties with minimal supervision and could be assisted by one or more L1's. The typical functions at this level will include tasks similar to those listed in the indicative task list.
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per LB1</li> <li>- Read and interpret basic plans and drawings.</li> <li>- Installation and Replacement of direct buried cable</li> <li>- Installation and Replacement of Aerial Cable Equipment</li> <li>- Operation of small plant e.g. small excavator under 2T</li> <li>- Site setup, not including planning, but installation of safety provisions, basic form work (boxing), hauling layoffs.</li> <li>- Concreting including site preparation</li> </ul>

Plant Operator	
<b>Roles included: (but not limited)</b>	<ul style="list-style-type: none"> <li>- Excavator Operator</li> <li>- Backhoe Operator</li> <li>- Elevated Work Platform Operator</li> </ul>

	<ul style="list-style-type: none"> <li>- Truck Driver</li> <li>- Director Drill Operator</li> </ul>
<b>Qualifications (not all required)</b>	<ul style="list-style-type: none"> <li>- Car Licence</li> <li>- Light Rigid license or equivalent</li> <li>- Small Equipment (up to 2T GVM) Accreditations as VOC's as require. e.g. 1.8T Excavator, Skid Steer etc.</li> <li>- EWP Accreditation and VOC if required.</li> <li>- MR licence</li> </ul>
<b>Plant operator (PO1)</b>	
<b>Definition</b>	An Employee at this level will typically perform duties under direct supervision that will include tasks similar to those listed in the indicative task list.
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- Operation of light trucks</li> </ul>
<b>Definition</b>	An Employee at this level will typically perform duties with minimal supervision and could be assisted by one or more L1's. The typical functions at this level will include tasks similar to those listed in the indicative task list.
<b>Indicative tasks</b>	<ul style="list-style-type: none"> <li>- As per Plant Operator (PO1)</li> <li>- Driver of Medium Rigid vehicles</li> </ul>
<b>Plant operator (PO3)</b>	
<b>Definition</b>	An Employee at this level will typically perform duties with minimal supervision and could be assisted by one or more L1's and L2's. The typical functions at this level will include tasks similar to those listed in the indicative task list
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per PO1 and PO2</li> <li>- Driver of Heavy Rigid vehicles</li> <li>- Operator of Directional Drill</li> <li>- Operation and maintenance of specialized mechanical aids</li> <li>- Driving/towing specialized vehicles</li> </ul>

<b>Communications Field Worker</b>	
<b>Roles include :</b> (but not limited to)	<ul style="list-style-type: none"> <li>- Rigger</li> <li>- Technician</li> <li>- Splicer; or Copper Joints</li> <li>- Trainee</li> </ul>
<b>Qualifications (not all required)</b>	<ul style="list-style-type: none"> <li>- ACMA Cabling Registration if Required (Restricted Cabler)</li> <li>- Licence to Perform high Risk Work – Rigging/Dogging</li> <li>- Working at Heights</li> <li>- Tower Rescue</li> <li>- Radio Frequency Awareness</li> <li>- Construction induction</li> <li>- Driver's Licence</li> <li>- MR licence as required.</li> </ul>
<b>Communications Field Worker (CFW1)</b>	
<b>Definitions</b>	An employee who undertakes telecommunications and other installation and or maintenance activities at this level with direct supervision
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- Unskilled tasks as directed.</li> </ul>



	<ul style="list-style-type: none"> <li>- Place and secure cable.</li> <li>- Terminate metallic conductor cable.</li> <li>- Operation of hand and power tools</li> <li>- Work effectively in a telecommunications technology team.</li> <li>- Cut to specified lengths – ducting, unistrut, conduit, and other cable and support systems.</li> <li>- Paint cable trays, ducts and conduits.</li> <li>- Directly assists a technician installing cable/conduit, ducting and other cable enclosures or support systems.</li> <li>- Act as second member of a two-person team working in defined confined spaces and working aloft.</li> <li>- Basic tasks requiring supervision.</li> </ul>
<b>Communications Field Worker (CFW2)</b>	
<b>Definitions</b>	An employee who undertakes telecommunications and other installation and or maintenance activities at this level are normally performed with indirect or direct supervision and will typically include assisting in a combination of indicative tasks
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per CFW 1</li> <li>- Construction/installation of jointing enclosure</li> <li>- Basic cable jointing and coax splicing</li> <li>- Assembling, erecting, positioning and labelling all items of equipment</li> <li>- Basic installation, repair, maintenance and associated pre-wiring/termination/jointing and interconnecting of all services.</li> <li>- Install cable support systems.</li> <li>- Simple construction/installation of jointing enclosure.</li> <li>- Simple Overhead and Underground installation services.</li> <li>- Locate plant of other utilities prior to construction (potholing)</li> <li>- Complete documentation as required</li> </ul>
<b>Communications Field Worker CFW3)</b>	
<b>Definition</b>	An employee who undertakes telecommunication and other installation and/or maintenance activities at this level are normally performed with minimal supervision but with instruction, and will typically include a combination of the indicative task.
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per CFW 2</li> <li>- Place, secure and terminate structured cabling twisted pair for commencement date.</li> <li>- Simplex fibre optic cable splicing</li> <li>- Installation and Recovery of simplex customer premises equipment</li> <li>- Complete all administrative work associated with customer premises equipment installations and maintenance.</li> <li>- Diagnose, locate and repair simplex cable faults.</li> <li>- Locate and rectify simplex customer premises equipment faults on site, on a first-in basis</li> <li>- Simplex cable rearrangements and cutover's (minor/dead network)</li> <li>- Simplex installation, terminating and testing coaxial cables.</li> <li>- Pit/pipe/ conduit and associated plant or direct buried cable activities.</li> <li>- Work with cranes, cherry pickers and EWP's as required to carry out works on site</li> <li>- Work at heights</li> <li>- Work associated with and including, cable hauling activities, cable terminating and jumpering of distribution frames;</li> <li>- Position and terminate cables.</li> </ul>

	<ul style="list-style-type: none"> <li>- Assembling, erecting, positioning and labelling all items of equipment</li> <li>- Install underground and above ground equipment enclosures</li> <li>- Undertake routine maintenance of the telecommunications network.</li> <li>- Complete all documentation required as part of typical tasks</li> </ul>
<b>Communications Field Worker (CFW4)</b>	
<b>Definition</b>	An employee who undertakes telecommunication and other installations and/or maintenance activities, functions at this level are performed with minimal supervision and minimal instruction and will typically include a combination of indicative tasks
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per CFW 3</li> <li>- Interpret plans and diagrams in order to plan works.</li> <li>- Place secure and terminate optical fibre cable.</li> <li>- Complex optic fibre splicing</li> <li>- Install Customer Premises Equipment (CPE) systems and equipment.</li> <li>- Complicated construction/installation of jointing enclosure</li> <li>- Cable pressure/alarm system, installation, maintenance and repair</li> <li>- Locate plant of other utilities prior to construction (potholing)</li> <li>- Complicated Overhead and Underground installation services</li> <li>- Bonding and earthing of all cables including measurements.</li> <li>- Installation and maintenance of radio sites and associated equipment</li> <li>- Carry out rigging techniques to install steelwork on structures, including the requirement to climb poles, towers and masts.</li> <li>- Work at heights on mobile phone base station structures to install antennas, feeders and ancillary equipment.</li> <li>- Assist to carry out integration activities on site, including nighttime works as required, post integration call tests to verify cell configurations, hand off parameters and call quality</li> <li>- Install, test and commission Microwave Radio PDH &amp; SDH</li> <li>- Install, test and commission Multiplex Equipment PCM, SDH</li> <li>- Install, test and commission DC Power Systems (Rectifiers &amp; Batteries)</li> </ul>
<b>Communications Field Worker (CFW5)</b>	
<b>Definition</b>	An employee who undertakes telecommunication and other installations and/or maintenance activities, functions at this level are performed without supervision and will typically include a combination of indicative activities
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per CFW 4</li> <li>- Installation, repair, maintenance and associated prewiring</li> <li>- Termination/jointing and interconnecting of all services.</li> <li>- Perform testing with Fibre scope and light source on Hybrid systems as required.</li> <li>- Cut over and train customers on new Customer Premises Equipment (CPE) systems and equipment.</li> <li>- Cutover CPE additions, moves and changes.</li> <li>- Perform test and fault diagnosis remote from the customer premises.</li> <li>- Locate and diagnose electronic faults.</li> <li>- Commission telecommunications network equipment.</li> <li>- Integrate new systems and equipment into the telecommunications network.</li> </ul>

	<ul style="list-style-type: none"> <li>- Cutover new and/or replacement network equipment</li> <li>- Complete equipment/software upgrades</li> <li>- Plan and work on live fibre network installations, maintenance and cutovers.</li> <li>- Optic fibre testing/splicing and commissioning as appropriate</li> <li>- Optic Fibre/Coax/Copper Cable testing and analysis and running O/F patch leads.</li> <li>- Undertake complex cable rearrangement activities in all cables.</li> <li>- Interpret plans and make judgments on the appropriate methods of cutover, e.g. double jumpering, multiplying pairs, tie cables.</li> <li>- Conduct and report on technical investigations.</li> <li>- Optic fibre testing/splicing and commissioning as appropriate and running Optic Fibre patch leads.</li> <li>- Terminate communication cables of various types and sizes, testing cables and equipment for compliance with specifications.</li> <li>- Be responsible for fault finding, systems checks and liaise with Network Operations teams where required.</li> <li>- Perform testing of Radio Frequency systems for Return Loss (RL), Distance to Fault (DTF), VSWR and Passive Intermodulation (PIM) as required.</li> <li>- Perform cable rearrangements and cutovers,</li> <li>- Carry out commissioning reports and data entry to IT systems as required.</li> <li>- Supervise cabling project.</li> <li>- Schedule installations and maintenance activities including organising resources.</li> <li>- Locate and rectify network faults on site, on first-in basis.</li> <li>- Undertake outage management. Conduct field tests of radio/wireless networks.</li> <li>- Perform cable rearrangements and cutovers.</li> <li>- Installation and maintenance of network assets</li> <li>- Supervise contractors when required.</li> <li>- Where required undertake the repair of damage cable with regard to all working services</li> <li>- Update appropriate systems with project completion data and maintain databases of reference</li> </ul>
<b>Communications Field Worker (CFW6)</b>	
<b>Definition</b>	<p>An employee who has specialized high order technical skills who undertakes complex telecommunication installations, maintenance, commissioning and escalated issues from CFW 5 and below. An employee at this level may be involved in the planning and supervision of work and will be a key member in the development of lower level Communications Field Workers. Functions at this level are performed without supervision and will typically include a combination of indicative activities</p>
- <b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per CFW 5</li> <li>- Analyse system faults where a high degree of diagnostic skill is required</li> <li>- Carry out prescribed hardware modifications to all items of equipment</li> <li>- Fault localisation, location, analysis and repair of all fault types</li> <li>- Cable testing and recording</li> <li>- Provide high level consultancy and technical support in the CPE sector</li> </ul>

	<ul style="list-style-type: none"> <li>- Develop CPE installation project plans</li> <li>- Locate and rectify complex CPE system and equipment faults</li> <li>- Provide expert advice and support on very complex CPE faults</li> <li>- Analyse and organize repair of complex telecommunications network faults</li> <li>- Integrate new systems and equipment into the telecommunications network</li> <li>- High end OTDR testing and analysis</li> <li>- Analyse system faults where a high degree of diagnostic skill is required</li> <li>- Create, review and modify “Scope of Work” for field allocation</li> <li>- Scope, installation, testing, commissioning and integration in network sites</li> <li>- Interpret the job sketch/drawing and if necessary make minor changes in the job application which did not change the job design intent</li> <li>- Lead a small team in safe work practices at heights</li> <li>- Development of CFW 1 to CFW 4 team members through on the job training</li> <li>- Planning, programming, co-ordination and control of the project activities and resources for the team</li> </ul>
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Storeperson	
<b>Roles include:</b> (but not limited to)	<ul style="list-style-type: none"> <li>- Storeperson</li> </ul>
<b>Qualifications</b> (not all required)	<ul style="list-style-type: none"> <li>- License to Perform High Risk Work - Class LF</li> <li>- Current Drivers Licence</li> <li>- Forklift licence</li> </ul>
Storeperson (ST1)	
<b>Definition</b>	An Employee at this level will perform duties under supervision and will include a combination of indicative tasks
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- Receive incoming goods into the warehouse</li> <li>- Store goods as directed</li> <li>- Ability to Interpret Picking Slip accurately</li> <li>- Accurate Picking of orders</li> <li>- Packaging of all products as required to satisfy customer orders</li> <li>- Provide appropriate and accurate labelling and documentation on outwards goods</li> <li>- Process customer returns including the required documentation.</li> <li>- All customer return stock is either transferred to designated store locations or logged in quarantine</li> <li>- Dispatch all outward-bound goods from the warehouse</li> <li>- Ensure Chain of Responsibility compliance is met.</li> <li>- Assist with both annual stock takes and cycle count</li> <li>- Keeping a clean and tidy work area</li> </ul>
Storeperson (ST2)	
<b>Definition</b>	An Employee at this level will perform duties with very limited supervision and the functions will include a combination of indicative tasks

<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per ST 1</li> <li>- Datum recording, and assembly tasks as required</li> <li>- Processing of all transactions within the stock management system as required</li> </ul>
<b>Storeperson (ST3)</b>	
<b>Definition</b>	An Employee at this level will perform duties with little to no supervision required and the functions will include a combination of indicative tasks
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- As per ST 1 &amp; 2</li> <li>- Opening and closing of premises and associated security.</li> <li>- Conduct of toolbox talks/pre-shift guidance to staff where required.</li> <li>- General supervision of staff and direction of daily activities.</li> <li>- Oversee daily operations and support requirements for the warehouse.</li> <li>- Maintain warehouse consumables.</li> <li>- Completion of weekly OHS, Forklift and Racking Checklists</li> <li>- Liaise with other departments and Internal Rigging and Technical Crews to coordinate functions. • Train staff in SAP Warehousing Computer Module</li> <li>- Provide feedback to Warehouse Manager regarding general warehouse operations and productivity.</li> <li>- Development of ST1 &amp; ST2 through on the job training</li> <li>- Other duties as required</li> </ul>

<b>Field Inspector</b>	
<b>Roles Include</b>	<ul style="list-style-type: none"> <li>- Field Inspector</li> </ul>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>- Current Drivers Licence</li> </ul>
<b>Field Inspector (FI 1)</b>	
<b>Definition</b>	An Employee at this level will perform telecommunications field inspection duties with very limited supervision and the functions will include a combination of indicative tasks
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- Work closely with Schedulers and project team to Complete all TOW</li> <li>- within Ventia timeframe</li> <li>- Undertake field assessment, verification and provide input to development of alternative design options</li> <li>- Assessing the fitness of DUCTs and pits</li> <li>- Ensuring high quality of data input integrity</li> <li>- Directing rodding and roping crews in an efficient manner in order to ensure productivity targets are achieved</li> <li>- Ensure all data is captured within the Design Project folders and updated in via the scheduling group</li> <li>- Contact sub-contractors regularly to complete on site survey's</li> <li>- Report on the progress of the works in VPL systems and escalating any potential slippages to the Construction manager before they arise;</li> <li>- Respond to enquiries from stakeholders in relation to workorder progress;</li> <li>- Respond to field-based enquiries in relation to the survey (Designers &amp; FM's)</li> <li>- Check emails and reply to escalations and update the Scheduling group &amp; Design Groups</li> </ul>

	<ul style="list-style-type: none"> <li>- Discuss issues / escalations with Program and Construction Manager</li> <li>- Advising promptly of planning, programming and resourcing issues that require resolution</li> <li>- Other duties as required</li> <li>- Undertake a site survey</li> </ul>
<b>Field Inspector (FI 2)</b>	
<b>Definition</b>	An Employee at this level will perform telecommunications field inspection duties with very limited supervision and the functions will include a combination of indicative tasks
<b>Indicative Tasks</b>	<ul style="list-style-type: none"> <li>- Work closely with Schedulers and project team to Complete all TOW within Ventia timeframe</li> <li>- Undertake field assessment, verification and provide input to development of alternative design options</li> <li>- Assessing the fitness of DUCTs and pits</li> <li>- Ensuring high quality of data input integrity</li> <li>- Directing rodding and roping crews in an efficient manner in order to ensure productivity targets are achieved</li> <li>- Ensure all data is captured within the Design Project folders and updated in via the scheduling group</li> <li>- Contact sub-contractors regularly to complete on site survey's</li> <li>- Report on the progress of the works in VPL systems and escalating any potential slippages to the Construction manager before they arise;</li> <li>- Respond to enquiries from stakeholders in relation to workorder progress;</li> <li>- Respond to field-based enquiries in relation to the survey (Designers &amp; FM's)</li> <li>- Check emails and reply to escalations and update the Scheduling group &amp; Design Groups</li> <li>- Discuss issues / escalations with Program and Construction Manager</li> <li>- Advising promptly of planning, programming and resourcing issues that require resolution</li> <li>- Undertake a civil site survey</li> <li>- Other duties as required</li> </ul>

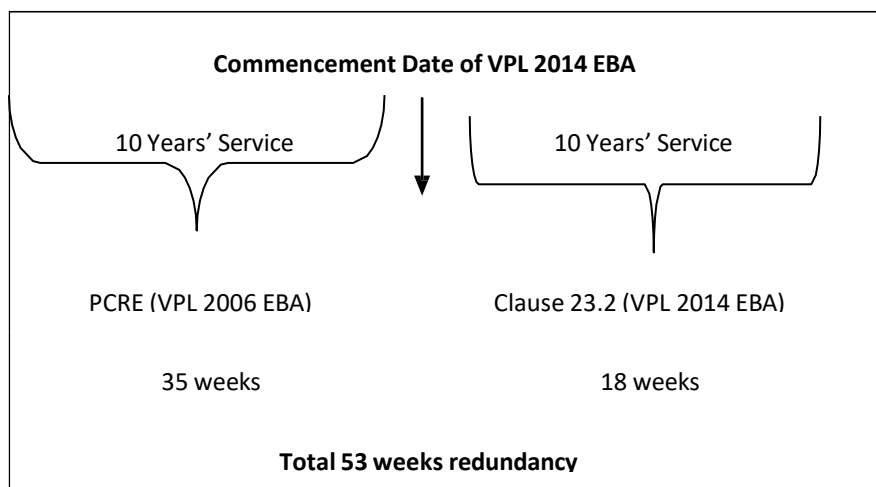
Pay Level	Commencement Date	From the first full pay period on or after 12 Months from Commencement		From the first full pay period on or after 24 Months from Commencement
		(Hourly Rate)	(Hourly Rate)	(Hourly Rate)
	Current	3.50%	3.50%	<b>3.50%</b>
<b>Level 1</b>	\$20.96	\$21.69	\$22.45	<b>\$23.90</b>
<b>Level 2</b>	\$24.36	\$25.21	\$26.10	<b>\$27.01</b>
<b>Level 3</b>	\$24.65	\$25.51	\$26.41	<b>\$27.33</b>
<b>Level 4</b>	\$25.88	\$26.79	\$27.72	<b>\$28.69</b>
<b>Level 5</b>	\$27.12	\$28.07	\$29.05	<b>\$30.07</b>
<b>Level 6</b>	\$28.35	\$29.34	\$30.37	<b>\$31.43</b>
<b>Level 7</b>	\$29.58	\$30.62	\$31.69	<b>\$32.80</b>
<b>Level 8</b>	\$30.82	\$31.90	\$33.02	<b>\$34.17</b>
<b>Level 9</b>	\$32.05	\$33.17	\$34.33	<b>\$35.53</b>
<b>Level 10</b>	\$33.28	\$34.44	\$35.65	<b>\$36.90</b>
<b>Level 11</b>	\$34.52	\$35.73	\$36.98	<b>\$38.27</b>
<b>Level 12</b>	\$35.76	\$37.01	\$38.31	<b>\$39.65</b>
<b>Level 13</b>	\$36.98	\$38.27	\$39.61	<b>\$41.00</b>
<b>Level 14</b>	\$38.21	\$39.55	\$40.93	<b>\$42.36</b>
<b>Level 15</b>	\$39.45	\$40.83	\$42.26	<b>\$43.74</b>
<b>Level 16</b>	\$40.68	\$42.10	\$43.58	<b>\$45.10</b>
<b>Level 17</b>	\$41.91	\$43.38	\$44.90	<b>\$46.47</b>
<b>Level 18</b>	\$43.15	\$44.66	\$46.22	<b>\$47.84</b>
<b>Level 19</b>	\$44.37	\$45.92	\$47.53	<b>\$49.19</b>
<b>Level 20</b>	\$45.61	\$47.21	\$48.86	<b>\$50.57</b>
<b>Level 21</b>	\$46.85	\$48.49	\$50.19	<b>\$51.94</b>
<b>Level 22</b>	\$48.07	\$49.75	\$51.49	<b>\$53.30</b>
<b>Level 23</b>	\$49.31	\$51.04	\$52.82	<b>\$54.67</b>
<b>Level 24</b>	\$50.54	\$52.31	\$54.14	<b>\$56.03</b>
<b>Level 25</b>	\$51.77	\$53.58	\$55.46	<b>\$57.40</b>
<b>Level 26</b>	\$53.01	\$54.87	\$56.79	<b>\$58.77</b>
<b>Level 27</b>	\$54.24	\$56.14	\$58.10	<b>\$60.14</b>
<b>Level 28</b>	<b>\$55.47</b>	<b>\$57.41</b>	<b>\$59.42</b>	<b>\$61.50</b>

## APPENDIX B - PRESERVED CONTINGENCY REDUNDANCY ENTITLEMENT ("PCRE")

The Employee's redundancy entitlement is the sum of their PCRE and the PCDE:

- (a) The redundancy entitlement for the period of service between the date the Employee's employment commenced and the Commencement Date of this Agreement will be calculated in accordance with this Appendix (referred to as the Preserved Contingent Redundancy Entitlement (PCRE)).
- (b) The redundancy entitlement for the period of service between the Commencement Date of this Agreement and the date the Employee's employment is terminated by reason of redundancy will be calculated in accordance with clause 22.1 above (referred to as the Post Commencement Date Entitlement (PCDE)).
- (c) The Employees total redundancy entitlement under this Agreement will be capped at 84 weeks' pay.

Example:



For Employees to whom the Visionstream Employee Collective Agreement 2006 applied prior to the making of this Agreement and who commenced employment with the Company prior to 1 January 2010 and whose position becomes redundant and who cannot be offered a reasonable alternative position, the PCRE portion of their redundancy entitlement will be calculated as follows:

- (a) four weeks' pay for each completed year of continuous service up to five (5) years; plus
- (b) three weeks' pay for each completed year of continuous service thereafter, plus a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;
- (c) or Employees over fifty years of age, four weeks' pay for each year of service beyond fifty years of age, including pro-rata adjustment for each completed month of continuous service since the last complete year of continuous service;

The minimum sum payable under these arrangements, including any payment in lieu of notice, to be eight (8) weeks salary and the maximum to be eighty-four (84) weeks salary.



With respect to transferring of employees who were formerly employed under the John Holland Pty Ltd & CEPU Communications Agreement 2010 – 2013 clause 48 of that Agreement will become part of this Agreement.

REDUNDANCY

The parties acknowledge that job security has a significant impact on the Company/Employee relationship. Accordingly, the Company will contribute on behalf of each full time Employee an amount of \$76.02 per week, from date of lodgment into an approved worker entitlement fund as requested by the Employee. The relevant approved worker entitlement funds are:

PROTECT (VIC, SA, TAS, WA); or

MERT (NSW, ACT); or

CIRT (QLD, NT); or

The John Holland Group Worker Entitlement fund trust.

If no request is made by the Employee, then the Company shall make contributions into an approved workers entitlement fund of its choice. This amount will be increased in line with the wage rate movements as per the table below:

October 2011	October 2012
\$79.06	\$82.22

Subclause 48.1 shall not apply to Employees who are engaged for a specific period, specific task/s, on a casual basis, an Employee dismissed for serious misconduct, or an Employee (other than an Apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

Where the Company terminates the employment of an Employee and the Company incurs a redundancy pay obligation to the Employee under the Fair Work Act, some or all of the benefit the Employee receives from a redundancy pay fund may be set off against the Company's redundancy pay obligation under the Fair Work Act, subject to the following conditions:

If the Employee receives a benefit from the redundancy pay fund, the Company may set off any proportion of the benefit which is attributable to the Company's contribution to the fund against its redundancy pay obligation under the Fair Work Act. If the proportion so calculated is equal to or greater than the Company's redundancy pay obligation under the Fair Work Act the obligation will be fully satisfied.

If the Employee does not receive a benefit from the redundancy pay scheme, contributions made by an Company on behalf of an Employee to the scheme will, to the extent of those contributions, be set off against the liability of the Company under the Fair Work Act and payments to the Employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. If the contribution is equal to or greater than the Company's redundancy pay obligation under the Fair Work Act the obligation will be fully satisfied.

The redundancy pay scheme must be an Approved Worker Entitlement Fund under the Fringe Benefits Tax Regulations 1992.

The Company will contribute the amounts below to the relevant Redundancy scheme for each Employee, as listed below (these amounts are capped). Payments are applicable during periods of authorised absence, unless otherwise agreed:

Jurisdiction	Redundancy Scheme	Contribution
<b>ACT</b>	MERT	<b>\$87</b>
<b>NSW</b>	MERT	<b>\$87</b>
<b>NT</b>	CIRT	<b>\$87</b>
<b>QLD</b>	CIRT	<b>\$98</b>
<b>SA</b>	BIRST	<b>\$87</b>
<b>TAS</b>	Protect	<b>\$87</b>
<b>VIC</b>	Protect	<b>\$87</b>
<b>WA</b>	Protect	<b>\$87</b>

When an Employee's employment is terminated by the Company because of redundancy the employee will be entitled to the contributions made by Ventia in accordance with this clause on behalf of the employee to the redundancy scheme or the amount payable under the NES, whichever is greater, but not both.

Where an Employee whose employment is terminated because of redundancy and that Employee is entitled to receive a benefit from the relevant redundancy scheme and the amount of that benefit is less than the Employee would receive under this clause the Employee shall receive the difference between the redundancy pay from the relevant redundancy scheme and the entitlement as specified by the NES.

If contributions made by Ventia in accordance with this clause and the employees redundancy scheme is greater than the amount payable under then the employee will receive no redundancy payment under this clause. Any payment under this clause is inclusive of any statutory entitlement an Employee may have to severance or redundancy pay under the National Employment Standards.

If contributions made by Ventia in accordance with this clause and the employees redundancy scheme is greater than the amount payable under then the employee will receive no redundancy payment under this clause. Any payment under this clause is inclusive of any statutory entitlement an Employee may have to severance or redundancy pay under the National Employment Standards

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

SAGR N Project employees are employees in the SAGR N team who are required to work to a 24 X 7 rotating roster performing maintenance works on a regular basis and who participate in an on- call roster.

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 the next available employee.

An employee that is on call is required to be well rested and available to receive calls and attend to maintenance calls, during the rostered on-call period

While on call, the employee must maintain 0.00 BAC (blood alcohol content) and may be required to submit to a drug & alcohol test.

An allowance of \$60.00 will be paid for each day or part-day that an employee is rostered to be on-call .

In circumstances where the employee is uncontactable while on call/ the on call allowance will be forfeited for that day.

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/2639

Applicant:  
Ventia Pty Limited

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Eliza Maddock, Group ER Manager have the authority given to me by Ventia Pty Limited (**Company**) to give the following undertakings with respect to the *Ventia Telecommunications Fieldwork Agreement 2024* (the **Agreement**):

1. In clause 59, Rates of Pay under the *Ventia Telecommunications Fieldwork Agreement 2024* (the **Agreement**), Employees will be paid the under the Agreement the following hourly wage rates:
  - a. Agreement Level 1 - \$24.84
  - b. Agreement Level 2 - \$25.21
  - c. Agreement Level 3 - \$25.65
2. An employee who has been trained to perform first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid an allowance of \$21.68 per week if the employee is appointed by the employer to perform first aid duty.
3. All tools required that are identified by the company as necessary for employees to perform their role will be supplied by the company.
4. In Appendix A, Level 1 Junior under the *Ventia Telecommunications Fieldwork Agreement 2024* (the **Agreement**) will be replaced by Level 1 Adult.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

29 July 2024

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Date