
VENTIA DMC ENTERPRISE AGREEMENT 2024

Ventia DMC Enterprise Agreement 2024

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

1.1 This Agreement will be known as the Ventia DMC Enterprise Agreement 2024 (the **Agreement**).

2. ARRANGEMENT

The Agreement is arranged as follows:

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ATTACHMENT 1 – Table 1: Classifications & Wage Rates; and Table 2: Allowances

ATTACHMENT 2 – Signatories

3. INTENT AND OBJECTIVES OF THE AGREEMENT

3.1 Ventia (Australia) Pty Ltd (**Ventia**) aims to provide a profitable, competitive and efficient maintenance, engineering and support service.

3.2 Ventia and the Employees (together, the **Parties**) are committed to:

- Establishing and maintaining effective consultative processes by maintaining a high standard of employee communication and consultation through which all areas of this Agreement may be addressed.
- Recognising the need to be flexible within the jobs, duties and classification structure of this Agreement and that improving work organisation means working towards a flexible and interchangeable ethos. Every employee will perform tasks that the employee is competent to perform, provided they are safe, legal and logical and there is the equipment, quality and facility layout.
- Applying the Dispute Settlement Procedure in the event of a dispute.

3.3 To ensure the objectives of this Agreement are met, the Parties agree to the following measures that are integral to Ventia's activities:

- Ensuring that, at all times labour will be supplied and employment will be based upon the specific needs of the enterprise. This is particularly important as Ventia supplies and supports the Australian Defence Force (the **ADF**) operational activity when members of the ADF are deployed in action overseas and in response to terrorist activity.
- The Parties will constantly seek improvements in safety, methods of production and service, work organisation, quality and in other areas that will enhance the effectiveness of Ventia's activities.
- Ensuring that working relationships between employees are developed to promote mutual trust, sharing of information, co-operation and open communication of relevant information and ideas.
- The Parties are committed to the development and implementation of agreed measures to improve the general level of attendance and commitment to the aims of the enterprise. Unauthorised absenteeism is contrary to such intent.
- A commitment by Ventia to the provision of appropriate training opportunities to secure performance to full capability.
- Maintenance of standards of conduct necessary to ensure a safe and efficient operation.

3.4 Summary of Objectives

3.4.1 The Parties to this Agreement agree that Ventia must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. Ventia aims to become a progressive and competitive organisation with continually improving levels of client satisfaction, reliability, employee satisfaction, product quality and productivity.

3.4.2 The Parties agree that all employees at the time of induction will become familiar with the contents of this Agreement, including its intent and objectives.

4. BEST PRACTICE

Ventia is committed to:

- Employee involvement.
- The provision of healthy and safe working practices/environment.
- The achievement of excellence through continuous improvement.
- Training and education and applying nationally recognised competency standards.

5. ANTI DISCRIMINATION

5.1 It is the intention of the Parties to this Agreement to achieve the principal object in section 351 of the *Fair Work Act 2009* (Cth) (the **FW Act**) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, subjection to family and domestic violence, pregnancy, religion, political opinion, national extraction or social origin.

5.2 The Parties to this Agreement are committed to promoting a harassment-free working environment.

6. COVERAGE OF THE AGREEMENT

This Agreement covers employees of Ventia employed in any of the classifications listed in Attachment 1 (Table 1) of this Agreement who are performing maintenance and stores functions on the DMC contract, including the repair, overhaul and servicing of military equipment (both scheduled and unscheduled) in accordance with the DMC contract between the Commonwealth of Australia represented by the Department of Defence and Ventia, but excluding all salaried and managerial staff of Ventia.

To avoid doubt, "salaried and managerial staff" means clerical and administrative staff; management and executive staff; schedulers; production officers/planners; production clerks; purchasing/procurement clerks/officers; Supervisors/Trainers/Coordinators (Level II, as defined in Schedule A.4.2– Classification Structure and Definitions; or employees engaged in the "professional field" as defined in paragraph (e) of the definition of "vocational fields" in sub-clause 2 of the *Manufacturing and Associated Industries and Occupations Award 2020* (the **Award**) as varied from time to time).

This Agreement will be read and interpreted wholly in conjunction with the NES. In the event of an inconsistency between the NES and the Agreement and the NES provides a greater benefit to an Employee, the NES provision will apply to the extent of the inconsistency.

7. COVERAGE

7.1 The Agreement covers:

- 7.1.1 Ventia (Australia) Pty Ltd (ABN 11 093 114 553) (**Ventia**);
- 7.1.2 Employees of Ventia employed in any of the classifications listed in Attachment 1 (Table 1) of this Agreement who are performing maintenance and stores functions on the DMC contract, including the repair, overhaul and servicing of military equipment (both scheduled and unscheduled) in accordance with the DMC contract between the Commonwealth of Australia represent by the Department of Defence and Ventia (**Employees**); and
- 7.1.3 The Australian Manufacturing Workers Union (**Union**), if the Fair Work Commission (**Commission**) has noted in its decision to approve the Agreement and that Agreement covers the Union.

This Agreement only covers Employees who were employed on or after the operation date.

8. PERIOD OF OPERATION AND RENEGOTIATION OF THE AGREEMENT

- 8.1 This Agreement operates from seven days after the Agreement is approved by the Commission.
- 8.2 The nominal expiry date of this Agreement is 4 years from the date of operation of the Agreement.
- 8.3 Negotiations for a new collective agreement to succeed this Agreement will commence at least four months before the nominal expiry date of this Agreement, with an intention to conclude negotiations prior to the nominal expiry date.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. INTRODUCTION OF CHANGE

9.1 Notification of Intended Changes

- 9.1.1 Where Ventia has made a definite decision to implement changes in production, programming, organisation, structure or technology that is likely to have significant effects on Employees, Ventia will as soon as practicable notify the employees who may be affected by the proposed changes and the Union.
- 9.1.2 "Significant Effects" include termination of employment; major changes in the composition, operation or size of Ventia's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of the regular roster or ordinary hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to in this para an alteration will be deemed not to have significant effect.

9.2 Consultation with Employees and their Union.

- 9.2.1 Ventia will discuss with the Employees affected and their Union, among other things, the introduction of the changes referred to in para 9.1.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees. The discussion on any proposed changes to regular rosters or ordinary hours of work will include

the potential impacts on family or caring responsibilities. Ventia will give prompt consideration to matters raised by the Employees and/or the Union arising from discussion of the matters addressed in this paragraph.

9.2.2 The discussions will commence as early as practicable after a definite decision has been made by Ventia to make the changes referred to in para 9.1.1.

9.2.3 For the purposes of such discussion, Ventia will provide in writing to the Employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect Employees provided that Ventia will not be required to disclose materials classified as commercial in confidence or any other confidential information.

9.2.4 An Employee may be represented in consultations under this clause consistent with sub-clause 11.3 of this Agreement.

10. FLEXIBILITY

10.1 The effect of this Agreement may be varied by an individual flexibility arrangement that is genuinely agreed by Ventia and an Employee covered by this Agreement, subject to sub-clause 10.6.

10.2 Ventia must ensure that any individual flexibility arrangement entered into under this clause will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement had been made.

10.3 Ventia must ensure that any individual flexibility arrangement made under this clause:

10.3.1 is in writing and signed by Ventia and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;

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

10.3.3 can be terminated at any time in writing by the agreement of the Parties to the arrangement;

10.3.4 is given in a written copy to the Employee making the arrangement within 14 days after it is made; and

10.3.5 is about only matters that would be “permitted matters” and is not about matters that would be “unlawful matters” if those matters were contained in an enterprise agreement.

10.4 Except for the requirement for Employees under 18 in para 10.3.1, Ventia must ensure that any individual flexibility arrangement made by it and an Employee under this clause does not require the approval or consent of another person.

10.5 Where Ventia intends to reach any individual flexibility arrangement under this Agreement, it must inform the Union in writing of its intention to enter such an arrangement at least 7 days prior to entering that arrangement. When informing the Union under this sub-clause, Ventia must:

10.5.1 include details of the relevant term(s) of this Agreement and which classification of Employees are proposed to be subject to such an arrangement;

10.5.2 not disclose the name of any Employee who it proposes be subject to the individual flexibility arrangement, without the consent of that Employee.

For the avoidance of doubt, informing the Union under this sub-clause does not mean that the Union must approve or consent to the individual flexibility arrangement.

- 10.6** The only terms that may be subject to an individual flexibility arrangement are:
- 10.6.1 when ordinary hours of work are to be performed consistent with sub-clause 24.4;
 - 10.6.2 arrangements for the taking of rostered days off, including whether such days may be banked; and 10.6.3
 - 10.6.3 the times at which the morning tea – rest breaks provided for at sub-clause 24.9 are to be taken.
- 11. DISPUTE SETTLEMENT PROCEDURE**
- 11.1** Matters arising from this Agreement which may be resolved using the procedure in this clause are all matters which pertain to the relationship between the Company and the Employees whose employment is covered by this Agreement and all matters which pertain to the relationship between Ventia and the Union.
- 11.2** For the avoidance of doubt, this includes but is not limited to the express terms of this Agreement and any incorporated instrument, the “General Protections” provided in the FW Act, and the National Employment Standards (the **NES**) detailed in the FW Act, including any refusal of requests by Ventia under s.65A and s.76A.
- 11.3** Where an individual Employee, or group of Employees, is in dispute with Ventia, they have the right to consult with and be represented by their Union delegate or a Union official, or such other representative as is requested by each Employee, at any stage of a dispute under the procedure in this clause.
- 11.3.1 As soon as it is apparent that a matter is in dispute, Ventia will advise the Employee or Employees affected of all of their rights to representation under this clause. An Employee may elect to take up that right at any time.
- 11.4** In the event of a dispute in relation to a matter arising under this Agreement which is between an individual Employee, or group of Employees, and Ventia, in the first instance and as soon as practicable after the dispute has arisen, the Parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the immediate supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management, as appropriate.
- 11.5** In the event of a dispute in relation to a matter arising under this Agreement which is between the Union and Ventia, in the first instance and as soon as practicable after the dispute has arisen the Parties will attempt to resolve the matter at the workplace by discussions between a Union representative and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between a Union representative and more senior levels of management, as appropriate. This Union representative may be a delegate or other official at any stage of the dispute.
- 11.6** If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all the steps at sub-clauses 11.4 or 11.5 for resolving it have been taken, the dispute may be referred to the Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Appellant rights normal to the federal industrial relations tribunal will apply.

11.7 While the dispute resolution procedure is being conducted work will continue normally, unless an Employee has a reasonable concern about an imminent risk to his or her health or safety, and the status quo prior to the dispute will be in place whilst the dispute is being settled.

11.8 No party to a dispute may make an application to the Commission for costs.

12. WORKPLACE HEALTH AND SAFETY

12.1 Ventia is responsible for the safety of its workforce, irrespective of whether work is carried out by Company employees or subcontractors. Company employees and individual subcontractors and their employees will, at all times, observe safety practices in which they have been trained or which are the subject of clear instruction or signage.

12.2 As a minimum, the provisions of the Occupational/Workplace Health and Safety Act of the relevant State or Territory will be applied by Ventia and the Employees.

12.3 Appropriate resources are to be made available to ensure compliance with all relevant Acts, Regulations and Codes of Practice.

12.4 The process for electing health and safety representatives (**HSRs**) and their deputies will be determined by members of the designated work group/s, who may seek the advice or assistance of others, including HSRs elsewhere or Union delegate/s from the site concerned.

12.5 The training of HSRs and their deputies will be provided through a course/s approved by the relevant regulator and chosen by the individual HSR or deputy, which course/s may include those conducted by a Union-approved training organisation.

12.6 The Safety Advisor at each site will oversee the application of legislation at that site and will, with Company management, promote and enforce compliance by all site personnel with legislation, site safety procedures/ policies and codes of practice.

12.7 Workplace Health and Safety Committees will be properly constituted in accordance with the relevant State or Territory legislative requirements to meet the needs of the employees and their work sites.

13. CONSULTATIVE COMMITTEES

13.1 At each DMC site with more than 40 employees a consultative committee comprised of Company management and Employee representatives, will be established. This committee will be a forum for open discussion and will meet at set monthly intervals with additional meetings on an as required basis.

13.2 The consultative committees are an integral and important part of the organisation of work under the DMC contract. It is imperative that members of the committee are available to resolve matters of mutual interest and that committee members carry out their duties in a responsible and timely manner.

13.3 Functions of a Consultative Committee

A consultative committee may address a broad range of operational and personnel matters. Subjects that may be addressed include:

- The introduction of new technology.
- Work methods.
- Implications of external decisions on Ventia and Employees.
- The physical aspect of the employees' working environment.
- Market conditions.
- Project manpower and skill requirements.
- Problems unresolved at a shop floor level.
- The views and concerns of the Employees.
- Company management proposals and the effects of proposed changes on Employees.
- Work practices.
- Performance.
- Quality evaluation.
- Other matters of concern to Company management or Employees.
- Training & related matters.

13.4 A consultative committee will consist of no fewer than four members, all of whom will be Employees of Ventia as follows:

- Two management representatives including the Site Manager/Operations Manager or his/her nominee.
- Two employee representatives elected by the Employees of Ventia.
- Other Employee representatives as required.

13.5 Co-opting to a committee will be with the consent of all members of a committee but co-opted persons will not have the right to vote.

13.6 A committee may also request the assistance of other Company Employees on specific issues on the agenda.

13.7 A committee, with the approval of Company management, may also engage outside advisers and consultants.

13.8 Employee representatives and Company representatives not otherwise members of the committee may be granted observer status at such meetings.

13.9 Consultative Committee Guidelines

13.9.1 These guidelines have been produced to assist in creating a stable and co-operative environment within Ventia. It is not the objective of the Parties to this Agreement that a committee would usurp the Union or the function, prerogative and responsibility of Company management.

13.9.2 The committee will be chaired initially (for six months) by a Company management representative, with the chair alternating every six months with an Employee representative, or the committee may decide who will be chairperson by mutual consent.

- 13.9.3 To constitute a quorum, there must be at least 50% of Employees and 50% of Company representatives in attendance.
- 13.9.4 The agenda will be drafted and circulated to all committee members one week before the due meeting date, which will be established by the previous meeting. All committee members will have the right to submit matters for the agenda. The agenda will be produced and circulated by Company management in consultation with one nominated Employee representative.
- 13.9.5 The first item on the agenda will be to confirm the accuracy of the notes of the previous meeting.

13.10 Employee Communication

13.10.1 The committee will produce a regular bulletin for distribution in the facility, which contains reports on its activities and in which both Company management and employee perspectives can be accommodated on particular issues.

13.10.2 Report back meetings will involve equal time being available to Ventia and Employee representatives, 30 minutes of which will be paid time, exclusive to the Employee representatives.

13.11 Preparation for Meetings

Committee members will be given access to facilities reasonably necessary to fulfil their responsibilities, including adequate meeting time prior to each meeting of the committee.

13.12 Occupational Health and Safety

Issues relating to occupational health and safety of employees will not be brought to the consultative committee. Such issues will remain matters to be resolved by the safety committee which will be constituted in accordance with the appropriate State and/or Federal legislation.

13.13 Commercial-In-Confidence

The Parties accept that certain information could be considered as commercially sensitive or subject to security restrictions. Every effort will be made by the Parties to respect such considerations of confidentiality while making available as much information as possible.

PART 3 - COMPANY AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

14. CONTRACT OF EMPLOYMENT

- 14.1 All employment will be by weekly hire, except for persons hired as casual(s) as set out in this Agreement.
- 14.2 Employees will abide by all conditions of this Agreement including the Dispute Settlement Procedure.
- 14.3 Ventia may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

- 14.4** Ventia 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.
- 14.5** Any direction issued by Ventia will be consistent with Ventia's responsibilities to provide a safe and healthy working environment.
- 14.6** Ventia has the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which Ventia cannot reasonably be held responsible.

15. ABANDONMENT OF EMPLOYMENT

- 15.1** The absence of an Employee from work for a continuous period exceeding three working days without the consent of Ventia and without notification to Ventia will be prima facie evidence that the Employee has abandoned employment.
- 15.2** If within a period of 14 calendar days from the last attendance at work or the date of the Employee's last absence in respect of which notification has been given or consent has been granted the Employee has not established to the satisfaction of Ventia that the absence was for reasonable cause, the Employee will be deemed to have abandoned employment.
- 15.3** Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to Ventia, whichever is the later.
- 15.4** Notwithstanding the above, this clause shall operate subject to the NES.

16. EMPLOYMENT CATEGORIES

16.1 WEEKLY EMPLOYEE

Any Employee not specifically engaged as a casual will be engaged by the week and paid fortnightly.

16.2 PART TIME EMPLOYMENT

16.2.1 Ventia may, in addition to employing full-time Employees, employ part-time Employees upon the following terms:

- (a) A part-time Employee is a weekly Employee who is required to work less than 38 ordinary hours per week.
- (b) A part-time Employee will be rostered to work a regular pattern of hours and days, subject to a minimum of three hours for each day worked.
- (c) Ventia will specify in writing for each part-time Employee the days of the week which that Employee is to work and his/her starting and finishing times on those days.
- (d) Such Employee, for working their ordinary time, will be paid per hour one thirty-eighth of the weekly rate prescribed by this Agreement for work which the Employee performs.
- (e) A part-time Employee will be entitled to payments in respect of annual leave, public holidays, personal leave (including, compassionate leave), and long service leave arising

under this Agreement on a proportionate basis calculated on the normal ordinary hours the Employee would have worked in accordance with this clause.

- (f) A part-time Employee who works outside of the relevant standard hours fixed for a full-time day or shift worker (as the case may be) or who works beyond the hours fixed under sub-paragraph 16.2.1(b) will be paid overtime in accordance with clause 25 of this Agreement.
- (g) A part-time Employee will be entitled to access training and promotional opportunities.
- (h) Part-time Employees will not be subject to any form of discrimination in the case of redundancies.

16.2.2 A full-time Employee who wishes to convert to part-time employment will be permitted to do so, if Ventia agrees and subject to the conditions set out in this clause. If such an Employee transfers from full-time to part-time employment all accrued Agreement, over-Agreement and legislative rights will be maintained and employment will be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment, accrual will occur in accordance with the provisions relevant to part-time employment in the Agreement.

16.2.3 A full time Employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with Ventia which is recorded in writing.

16.2.4 No existing full-time Employee will be transferred by Ventia to part-time employment without the written consent of the Employee.

16.2.5 Ventia will not terminate a full-time Employee with the sole intention of re-employment as a part-time Employee.

16.3 PROBATIONARY PERIOD OF EMPLOYMENT

16.3.1 An Employee on probation is, for all purposes of this Agreement, a full-time or part-time Employee.

16.3.2 Unless waived by Ventia, and subject to para 16.3.3, such an employee will be employed for a probationary period of three (3) months for the purpose of determining the Employee's suitability for ongoing employment.

16.3.3 Where it is not clear after three (3) months that a probationer is suitable for ongoing employment and that probationer would otherwise be dismissed, Ventia may extend the probationary period by up to another three (3) months.

16.3.4 The duration of the probation will not exceed the period specified in paras 16.3.2 or 16.3.3, as applicable unless the Employee is required to obtain a security clearance and is taking all of the steps required of him/her in the clearance process. In such instances, the probationary period of employment will be extended until it is determined whether the Employee will receive a security clearance. Where a security clearance has been denied or the Employee fails to take some of the steps required of him/her in the clearance process, and Ventia, determines that it is unable to employ the Employee in a role not requiring a security clearance, the probationer may be dismissed.

16.3.5 The probationary period of employment forms part of an Employee's period of continuous service for all purposes.

16.4 CASUAL EMPLOYMENT

16.4.1 A casual Employee has the meaning given by s. 15A of the FW Act.

16.4.2 Casual Employees may be engaged at hourly rates provided that such rates calculated from hour to hour are 25% per cent higher than the rates prescribed for weekly employees performing the same duties. Each will be guaranteed not less than four (4) hours' engagement every start.

16.4.3 The provisions of Clause 31 - Public Holidays, Clause 27 - Annual Leave, Clause 28 - Personal Leave, Clause 18 - Termination of Employment and Clause 19 - Redundancy, will not apply to casual Employees.

16.4.4 Refer to the NES for the rights and obligations associated with a casual Employee converting to permanent employment in accordance with Division 4 of Part 2-2 of the FW Act as amended from time to time.

16.4.5 Ventia when engaging an Employee for a period for casual employment must inform the Employee then and there that the Employee is to be employed as a casual, stating by whom the Employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

16.5 SUPPLEMENTARY LABOUR

16.5.1 Ventia may from time to time be requested by the Commonwealth of Australia to provide supplementary labour, which is used to supplement military personnel in military establishments within Australia or for special and non -ongoing projects which are beyond the contractual obligations struck between the Commonwealth of Australia and Ventia in relation to DMC.

16.5.2 Such labour may comprise full-time, part-time and/or casual Employees, who will be entitled to the provisions of this Agreement. Sub-paragraph 16.4.4 will not apply to casual Employees employed as supplementary labour, but only because it is anticipated that such Employees will work either irregularly or on special and non-ongoing projects beyond the DMC contract. Otherwise, that sub-paragraph will apply to casual supplementary labour Employees.

16.5.3 Where a vacancy arises for a full-time or part-time supplementary labour employee, a casual Employee who has been working satisfactorily in that establishment will be preferred to fill it, subject to that casual Employee:

- a) having the skills required by that vacancy; and
- b) wishing to fill it.

16.6 CONTRACTORS

16.6.1 Period contract employees and sub-contract labour may be used from time to time to provide specialised expertise otherwise unavailable from within or to alleviate shortfalls in Ventia's permanent workforce.

16.6.2 It is not Ventia's intent to erode the job security, earnings or conditions of its employees by the

use of contract labour. Ventia has a strong commitment to employ permanent employees where labour is available, and it is economically feasible to do so.

16.6.3 The circumstances under which Ventia may use contractors include: -

- Where Ventia is unable to source labour through direct permanent employment;
- To cover unanticipated absences from within Ventia's permanent workforce;
- To meet work activity beyond the normal arising from any direction of the client, surge or emergency;
- For the performance of specialised work or services unable to be undertaken by the Company's permanent workforce;
- For the installation of new facilities or significant plant or equipment or where necessary to satisfy warranty requirements;
- For the modification or maintenance of facilities, plant or equipment unable to be worked upon by Ventia's permanent workforce; and/or
- The initial set up and establishment of any new site of Ventia.

16.6.4 Site management of Ventia will regularly consult with the site consultative committee (or, where a committee does not exist, the Employees at the site) on the use of contractors, the manner of that use and the type of work that contractors will be required to perform.

17. DISCIPLINARY PROCEDURE

This Disciplinary Procedure is designed to help and encourage Employees to achieve and maintain appropriate standards of performance and conduct, and to ensure consistent and fair treatment for all Employees should formal disciplinary action be required.

Where an Employee's behaviour or performance is deemed by Ventia to not be acceptable, the procedure outlined in this clause will be followed.

Ventia may move immediately to any of the steps outlined in this clause, including dismissal, without taking any or all of the earlier steps, if the circumstances warrant such action and subject to sub- clause 17.7.

17.1 Principles

17.1.1 At every stage of this procedure:

- no disciplinary action will be taken against an Employee until all issues have been fully investigated;
- all matters will be dealt with without undue delay and in a manner which is non-discriminatory, fair, just and reasonable;
- the Parties to meetings will exhibit mutual respect and courtesy; and
- procedural fairness will be applied, which means that Employees will be treated in an equal and coherent manner, policies and procedures will be complied with, communications will be clear and open and natural justice will be observed.

17.1.2 All documentation relating to disciplinary procedures will be treated as strictly confidential.

17.2 Responsibilities

17.2.1 Managers and Supervisors

Managers and supervisors will be responsible for making their Employees aware of any shortcomings in their conduct and/or performance and for providing support for corrective action to be taken.

17.3 Circumstances in which disciplinary action may be taken

17.3.1 Ventia may take disciplinary action against an Employee where:

- a) the Employee's performance has failed to meet the standard expected by Ventia (poor performance) or
- b) the Employee's behaviour has failed to meet the standard expected by Ventia (misconduct).

17.3.2 Poor Performance

- a) Where an Employee's performance falls below the standard expected by Ventia, an informal coaching process will usually be conducted by the Employee's manager or supervisor in order to improve the Employee's performance. Managers/Supervisors are to keep records of such coaching. Informal coaching will be undertaken prior to any disciplinary action. Where informal coaching fails to result in improved performance, the disciplinary process set out in sub-clause 17.4 may be applied. However, formal performance improvement tools are to be used to supplement any disciplinary sanctions applied. Such tools record the gap between existing and desired performance and the measures being put in place to close any gap over a defined period of time.

17.3.3 Misconduct

The following list, which is not exhaustive, provides examples of behaviour which Ventia may regard as misconduct:

- failure to comply with any of Ventia's Standard Procedures;
- breach of Ventia Code of Conduct;
- misuse of Company computing systems, including internet and e-mail;
- inappropriate behaviour towards fellow Employees;
- unauthorised absence from work or failure to comply with Ventia's absence procedures;
- unauthorised parking of vehicles or speeding on Company or customer work sites; or
- refusing to wear any special clothing or to use equipment supplied in the interest of occupational health and safety.

Some conduct is regarded by Ventia as sufficiently serious such as to warrant summary dismissal (dismissal without notice or payment in lieu).

The following list, which is not exhaustive, provides examples of behaviours which Ventia may regard as serious misconduct:

- a serious breach of safety that could cause injury;

- fraud or falsification of records;
- a breach of confidentiality or security;
- use of Company computing equipment in obtaining / transferring explicit pornographic material;
- possession of illegal drugs on Company premises or reporting for duty in a drug or alcohol induced state;
- deliberate action which injures the interests of Ventia or brings Ventia into serious disrepute;
- an obvious and serious dereliction of duty or gross negligence;
- persistent serious and wilful insubordination;
- theft or wilful damage to Company property or conviction of a serious criminal offence;
- common assault; and
- discrimination, harassment or bullying.

Where an Employee is suspected of serious misconduct, the Employee may be suspended on full pay for the period of the investigation, subject to sub-clauses 17.5 and 17.7.

17.4 Disciplinary Sanctions

The disciplinary sanctions invoked may vary, depending on the seriousness of the Employee's misconduct or poor performance. The sanctions in this sub-clause will normally be applied in an incremental manner if the Employee's performance or conduct fails to improve. However, where Ventia determines it appropriate, it may proceed straight to a first or second written warning or dismissal, subject to sub-clause 17.7.

Where a disciplinary sanction is being invoked in circumstances of poor performance, it will be invoked in conjunction with the implementation of a formal performance improvement process, in order to identify the gaps in the Employee's performance and assist them to achieve the standard of performance deemed appropriate by Ventia.

Step 1 – Verbal Warning

If an Employee's conduct or performance fails to meet the required standards, the Employee will normally be given a verbal warning which will specify:

- those aspects of performance or conduct which must be improved;
- the required improvement/remedial action and objectives and how they are to be measured;
- the timeframe for the improvement/remedial action and any formal reviews within this timeframe; and
- that the consequence of non-improvement may be further disciplinary action.

Step 2 – First Written Warning

If the required performance or behavioural improvement does not take place or a further issue arises, or if the issue is considered to be of a sufficiently serious nature, a written warning will be given to the Employee. The warning will record the facts and state the elements as outlined in Step 1.

Step 3 – Second and Final Written Warning

If there is still no improvement in performance or conduct, or if the poor performance or misconduct is serious enough to warrant it, the Employee will be given a second and final written warning. The warning will record the facts and state the elements outlined in Step 1 above. In addition, this warning must specify that “in the event of circumstances warranting a further warning, dismissal may result. This is a final warning”.

Step 4 – Dismissal

If conduct or performance remains unsatisfactory despite having been issued with the warnings at Steps 1, 2 and 3, or the behavioural or performance issue is regarded as sufficiently serious, dismissal will normally result. Prior to conducting a disciplinary meeting the outcome of which may be dismissal, the decision to dismiss must be authorised by the Contract Manager. The decision to dismiss will be communicated to the Employee at the dismissal meeting. The Employee will be provided with a short written statement outlining the reasons for the termination and the effective date for the dismissal. The Employee will be required to leave Ventia’s premises immediately. Pay in lieu of notice will be made in accordance with Clause 18 of this Agreement, except in cases of summary dismissal.

17.5 Suspension

In cases where an Employee is suspected of serious misconduct, the Employee may be suspended on full pay until a decision is made as to whether disciplinary action is necessary. An investigation must be carried out as soon as possible whilst an Employee is under suspension, so as to minimise the period of the suspension. Suspension will only be instigated where retaining the Employee in the workplace would pose a direct threat to the well-being of the Employee concerned or fellow employees, or where there is a direct risk to the commercial interests of the Company.

If suspension is required, the following process will be invoked:

- The decision to suspend an Employee will be approved by the Contract Manager;
- The Site Manager and the Employee's Manager will formally notify the Employee of the nature of the investigation being undertaken and the requirement for the Employee to be placed on suspension. The Employee will be advised that the suspension in no way indicates guilt but is a necessary step until the investigation is concluded;
- The Employee will be allocated a single point of contact and advised that all contact with Ventia during the suspension period must be made with that person;
- The Site Manager or the Employee’s Manager will ensure that Ventia retains all Company equipment held by the Employee.

The Contract Manager will be responsible for authorising any action arising from the outcome of the investigation, i.e. lifting of suspension or termination.

- 17.6** An Employee will be given the opportunity to be accompanied and/or supported by a person of their choosing, including a Union delegate or official, at any of the steps or meetings addressed in sub-clauses 17.4 and 17.5. For the purposes of this sub-clause, the provision of support includes witnessing, taking notes, providing advice and speaking, although it does not extend to speaking exclusively on behalf of the Employee. For the avoidance of doubt, nothing in this clause limits the right of a workplace delegate to represent the industrial interests of eligible Employees in disciplinary processes.

17.7 Disputes

Any disputes arising from the application or interpretation of this clause, with the exception of Step 4, will be subject to the provisions of the Dispute Settlement Procedure contained within this Agreement.

18. TERMINATION OF EMPLOYMENT

18.1 Notice of Termination by Company

18.1.1 In order to terminate the employment of an Employee, Ventia will give the Employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

18.1.2 In addition to the notice in para 18.1.1, Employees over forty-five years of age at the time of the giving of notice with not less than two years continuous service will be entitled to additional notice of one week.

18.1.3 Payment in lieu of the notice prescribed in para 18.1.1 and/or para 18.1.2 will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

18.1.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated will be used.

18.1.5 The period of notice in this clause will not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual Employees.

18.2 Notice of Termination by Employee

18.2.1 The notice of termination required to be given by an Employee will be the same as that required of Ventia except that there should be no additional notice based on the age of the Employee concerned.

18.2.2 If an Employee fails to give notice, Ventia will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary rate of pay for the required period of notice.

18.3 Time Off During Notice Period

Where Ventia has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with Ventia.

18.4 Statement of Employment

18.4.1 Ventia will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her

employment and the classification of or the type of work performed by the Employee.

18.4.2 Where the employment of an Employee is terminated in accordance with the notice prescribed in sub-clause 18.2, Ventia and the Employee may, by mutual agreement, waive the whole or part of the period of notice.

Nothing in this clause will prevent an Employee terminating their employment if Ventia has given such Employee notice of termination.

18.4.3 Notice of termination may be given at any time provided that the termination of employment will take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the said notice period.

19. REDUNDANCY

19.1 Discussions before Terminations

19.1.1 Clause 9 will apply where Ventia has made a definite decision that it no longer wishes the job an Employee has been doing done by anyone and that decision may lead to termination of employment (i.e. "redundancy"). The discussions at sub-clause 9.2 will cover, among other things, the reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any terminations on the Employees concerned.

19.1.2 The relevant information at para 9.2.3 will include the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

19.2 Payment upon Redundancy

19.2.1 Should it be necessary for a job to be made redundant during the life of the Agreement and Ventia is unable to redeploy an Employee into similar work, or train the affected Employee for another job within its business, that Employee will be entitled to the following severance payments to a maximum of 75 weeks' pay:

- Three (3) weeks' pay for each year of service; and
- One (1) week's pay for each completed four (4) calendar months thereafter.

In addition, the employee will receive four (4) weeks' notice or payment in lieu. Where the individual is over forty-five (45) years of age and has completed at least two (2) years of continuous service an additional one (1) weeks' notice or payment in lieu will be paid. Such notice payments will be made in substitution for those otherwise payable under Clause 18.

19.3 Employee Leaving During Notice

An Employee who receives notice under para 19.2.1 may terminate his or her employment during the period of that notice. In such a case, the Employee:

- will be entitled to the same benefits and payments under this clause as if he or she had remained with Ventia until the expiry of such notice; but
- will not be entitled to payment for that proportion of the period of notice not worked, except at the discretion of Ventia.

19.4 Time Off During Notice Period

During the period of notice of termination given by Ventia, an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

19.5 Written Notice

Ventia will, as soon as practicable but prior to the termination of the employee's employment, give to the employee a written notice containing among other things, the following:

- The date and time of the proposed termination of the employee's employment.
- Details of the monetary entitlements of the employee upon the termination of employment including the manner and method by which those entitlements have been calculated.
- Advice as to the entitlement of the employee to assistance from Ventia, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.
- Advice as to the entitlements of the employee should they terminate their employment during the period of notice.

19.6 Voluntary Redundancy

Where Ventia has identified a redundancy in accordance with clause 19.1.1 at a site, Ventia will call for expressions of interest for voluntary redundancy provided that, following consultation with the Employee concerned, Ventia may accept or decline the expression of interest to maintain the mix of skills it determines appropriate for that site.

PART 4 - WAGES AND RELATED MATTERS

20. RATES OF PAY

20.1 The ordinary hourly/weekly rates as specified reflect the Total Rate, that is, the actual rate payable for all purposes for individual classification levels. All allowances for varying workplace conditions are subsumed in these rates of pay. Accordingly, the rates of pay expressed at Table 1: Classifications & Wage Rates (Attachment 1), comprehend with the exception of a maintenance disability allowance and first aid allowance all/any wage-related allowances.

20.2 Classification of Employees

20.2.1 The classification structure and weekly rates of pay for Employees will be as set out in Attachment 1.

20.2.2 Employees will be classified within the classification structure set out in Table 1: Classifications & Wage Rates (Attachment 1), consistent with Schedule A – Classification Structure and Definitions of the Award as amended from time to time.

20.2.3 In the event of a dispute over the classification of an individual Employee, clause 20.5 of the

Award will apply and as amended from time to time.

20.2.4 The numbering of the provisions of the Award cited in this clause are current at the time this Agreement was made. In the event that such numbering changes, the re-numbered provision of the Award will apply.

20.3 Classification Structure Review (the CGR)

20.3.1 Those covered by this Agreement are committed to reviewing the current classification structure in this Agreement (Classification Levels set out in Table 1 to Attachment 1 of this Agreement and clause 20.4).

20.3.2 To undertake the CGR will be established which should include a representative(s) of Ventia and a:

- (a) representative from each Trade; and
- (b) union delegate nominated by the Union.

20.3.3 In the review, the CRG should seek to develop a new classification structure that meets the following requirements, any:

- (a) new classification should recognise 'defence' specific competency as well as general competency;
- (b) new classification structure should operate on the basis of competencies required by Ventia to deliver contracted services;
- (c) costs associated with a new classification structure must be able to be recovered by Ventia from the Client under the ordinary processes of its contract; and
- (d) new classification structure should be simple to administer.

20.3.4 The CRG should seek to finalise any work by 1 July 2025.

20.3.5 If agreement cannot be reached on any issue associated with any new classification structure the Commission may arbitrate the issue provided that in any arbitration it complies with the principles in clause 20.3.3.

20.3.6 If the implementation of any new classification structure requires this Agreement to be varied, such variation must occur in accordance with the FW Act.

20.3.7 For the purposes of this clause "Trade" means Vehicle Mechanic, Fitter, Electronic Technician, Electrical Fitter, Marine Technician, Storespersons, Welder, Painter, Panel beater, Tradesperson Assistant, Trade Repair Officer, Carpenter, Vehicle Trimmer, and Apprentices.

20.3.8 For the purposes of this clause "Client" shall mean the Commonwealth of Australia represented by the Department of Defence.

20.4 Leading Hand

A Leading Hand will perform duties under the under the supervision/direction of a Line Manager. Leading Hand duties will include, but not be limited to:

- Allocating work between no more than 15 Employees and overseeing its performance;

- Keeping the Line Manager informed as to workflow;
- assisting in the provision of on-the-job training of new Employees
- being a point of contact for the work section concerned; and
- performs hands-on work in the work sectioned concerned.

Such Employee will be eligible for payment of the applicable Leading Hand allowance as per Table 2: Allowances (Attachment 1), as follows:

- Assigned for two (2) hours or less = payment of Leading Hand Allowance x 2hrs
- Assigned for more than two (2) hours = payment of Leading Hand Allowance x total hours worked on the day/shift.

20.5 Wage Adjustment

20.5.1 The rates of pay and allowances in this Agreement will increase from the first full pay period commencing on or after:

- (a) 1 July 2024, by 4.79%;
- (b) 1 July 2025, by WPI or 2.06%, whichever is higher;
- (c) 1 July 2026, by WPI or 2.06%, whichever is higher; and
- (d) 1 July 2027, by WPI or 2.06%, whichever is higher.

20.5.2 For the avoidance of doubt, the increase identified at cl. 20.5.1(a) (above) to rate of pay and allowances will be payable from the first full pay period occurring on/after the date this Agreement commences operation.

20.5.3 *WPI* means the annual change figure in the *Australian Bureau of Statistics, Wage Price Index*, as indicated in WPI Catalogue Number: 6345.0, Table 9b, 'Ordinary Time Hourly Rates of Pay – Excluding Bonuses, Australia, Private and Public, All Industries', as published by the Australian Bureau of Statistics for the preceding March Quarter.

Example: WPI for the March Quarter in 2023 and 2024 was recorded as follows:

- *March 2023 WPI (Base Period) = 144.3*
- *March 2024 WPI (Current Period) = 150.1*

The following formula is then applied to determine the percentage movement in WPI:

$$\frac{\text{Mar 2024 (Current Period): 150.1}}{\text{Mar 2023 (Base Period): 144.3}} \times 100 = 104.019 - 100 = 4.02\%$$

In the example above, the WPI annual movement for the March Quarter 2024 is 4.02% (i.e. greater than 2.06%), which would mean a wage increase of 4.02% would apply as the wage increase payable.

20.5.4 Adjustment in wage percentage will be rounded to two (2) decimal places. Such calculation will be based on a figure of three (3) decimal places, rounded up or down – e.g.

- 102.125 will be rounded up to 102.13 = wage percentage increase of: 2.13%

- 102.124 will be rounded down to 102.12 = wage percentage increase of: 2.12%

-

20.6 Economic Retention Allowance and/or Retention Allowance

- 20.6.1 As at the commencement of this Agreement certain Employees were in receipt of an Economic Retention Allowance and/or a Retention Allowance funded by the Client, for those employees who commenced employment:
- before 14 December 2022 the quantum of any Economic Retention Allowance is set out in a letter dated 14 December 2022 to those Employees; and
 - after 14 December 2022 the quantum of any Economic Retention Allowance and/or Retention Allowance is set out in their contract of employment which references clause 20.4 of the *Broadspectrum DMSS Enterprise Agreement 2019*.
- 20.6.2 Subject to this clause, Ventia shall pay Employees their Economic Retention Allowance and/or Retention Allowance calculated as an hourly payment.
- 20.6.3 Any Economic Retention Allowance and/or Retention Allowance shall be paid for all purposes of this Agreement.
- 20.6.4 Any Economic Retention Allowance and/or Retention Allowances shall be increased by any percentage increase when and by the amounts that ordinary wages are increased under this Agreement.
- 20.6.5 For the purpose of this clause, "Client" shall mean the Commonwealth of Australia represented by the Department of Defence.

Notation: For the avoidance of doubt, the Client does not have discretion to cease funding any Economic Retention Allowance and/or Retention Allowance for Employees.

20.7 Higher Duties

- 20.7.1 An Employee who is required to act at a higher level of skill (consistent with the classification structure) for more than 2 hours during any day or shift will be paid the higher rate for such day or shift. If the Employee acts at the higher level for two hours or less during any day or shift, the Employee will be paid the higher rate for the actual time worked.
- 20.7.2 A weekly hired Employee will not suffer a reduction in wages during any week by reason of the Employee having been put to work for a part of such week at a classification lower than that under which the Employee was engaged or deemed to be working.

20.8 Officer in Charge (OIC)

An Employee who is suitably trained and requested by Company management to act as OIC, will be eligible to claim payment of the applicable OIC Allowance as per Table 2: Allowances (Attachment 1), for all time spent as the nominated OIC during Weapons Test Fire Facility shoots. A minimum payment of 2-hours will apply.

20.9 Apprentices

- 20.9.1 Where Ventia takes on the employment of Apprentices under an apprenticeship training arrangement, then the Apprentice for each week of employment will be entitled to the benefits of this Agreement (excluding clause 33 Long Service Leave and Clause 19 Redundancy). The rates of pay applying to apprentices will be the following percentages of the base tradespersons level C10 rate of pay (including tool allowance) as per Attachment 1 - Wages of this Agreement:

Stage of Apprenticeship	Apprentice	Adult Apprentice*
1	55%	80%
2	65%	86%
3	75%	88%
4	90%	92%

20.9.2 An adult apprentice* means a person of 21 years of age or over at the time of entering into a training contract.

21. ALLOWANCES

21.1 Maintenance Disability Allowance

An Employee who is required to wear specialised PPE, which includes airflow breathing apparatus, will be eligible for payment of a flat hourly Maintenance Disability Allowance (non-cumulative), as per Table 2: Allowances (Attachment 1), for work performed in any of the following circumstances:

- Within a designated confined space (permit) area
- Cleaning inside water bladders
- Grit blasting
- Welding inside of an armoured vehicle

The Maintenance Disability Allowance is not payable for work associated with any of the following activities:

- Weapons Test Fire Facilities
- Spray Painting

21.2 First Aid Allowance

An Employee who holds a current Senior First Aid qualification may be appointed by Ventia as a designated First Aid Officer. That Employee will be eligible for payment of a flat weekly First Aid Allowance as per Table 2: Allowances (Attachment 1).

Ventia will maintain first aid qualifications for Employees who are designated to perform first aid, and will designate a first aid person for all rostered shifts.

21.3 The allowances contained within sub-clause 21.1 and 21.2 will be adjusted annually in accordance with any percentage increase applying under sub-clause 20.5 (Wage Adjustment).

22. PAYMENT OF WAGES

22.1 Wages and other payments due to an Employee will be paid fortnightly by Electronic Funds Transfer to an account nominated by the Employee with a Bank, Building Society or Credit Union.

22.2 On a day not later than the day on which wages are paid, or for more remote sites as soon as practicable thereafter, the Employee will be provided with a written statement detailing such wages and payments to which the Employee was entitled to be paid and which specifies any deductions made. Employees may have their pay advice sent electronically to an email address if they provide one.

22.3 Ventia and an Employee may agree to average out payments for each pay period to meet the circumstances of the work performed in accordance with a roster, provided that Ventia is not required to make any payment in excess of what otherwise would be required under this Agreement.

22.4 If a payroll error occurs Ventia will work to resolve the error as soon as reasonably practicable.

23. SUPERANNUATION

23.1 Ventia will comply with Commonwealth legislation governing superannuation.

23.2 Definitions

Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

- Ordinary time earnings will mean an Employee's wage rate as contained in clause 20, and shift allowance, including weekend and public holiday rates, and will include workers' compensation payments for the period of the absence (subject to a maximum of 52 weeks total for each injury).
- Eligible employee will mean any person who is employed pursuant to the terms of this Agreement.
- Complying fund will mean one offering a MySuper product authorised consistent with Commonwealth legislation, which funds include AustralianSuper.

23.3 Contributions

23.3.1 Ventia must contribute to superannuation at not less than the percentage rate of ordinary time earnings specified in the *Superannuation (Guarantee Charge) Act 1992* (Cth) and related legislation. This level of contribution will be made in respect of all eligible Employees.

23.3.2 The contributions will be made into one of the following funds, subject to para 23.3.3:

- AustralianSuper; or
- another complying industry fund nominated by the Employee.

23.3.3 An Employee newly engaged by Ventia who is already a member of a complying fund different from those nominated in para 23.3.2 may choose to remain with, and contributions will be made on their behalf, into that fund.

23.3.4 Ventia will provide each Employee upon commencement of their employment with information on the relevant fund/s consistent with para 23.3.2 together with membership forms. It will also advise the Employee of their rights under para 23.3.3. It will forward the completed membership form to the Employee's designated fund within 14 days. Should the Employee fail to nominate their selection of fund within 14 days, the Employee will be advised by Ventia, in writing, that if they fail to do so within a further 14 days Ventia will place them in AustralianSuper.

23.3.5 An Employee may alter the fund into which their contributions are made, provided that the new fund is one nominated in para 23.3.2. No more than one such alteration may be made each calendar year (excluding the nomination made under para 23.3.4).

23.3.6 Superannuation contributions will be made monthly or more frequently.

23.4 Salary Sacrifice for Superannuation

23.4.1 An Employee may elect to sacrifice part of his/her ordinary time earnings under the terms of this Agreement to the superannuation fund Ventia currently contributes to on his/her behalf. For the purposes of workers compensation legislation and Ventia's obligation in respect of the

Superannuation Guarantee (Administration) Act 1992 (Cth), any amount sacrificed will form part of the Employee's ordinary time earnings.

23.4.2 An Employee considering salary sacrifice will be encouraged to first obtain independent financial advice.

23.4.3 An Employee may not change the proportion sacrificed more often than quarterly.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

24. HOURS OF WORK

24.1 Subject to the provisions of Clauses 14, Contract of Employment and 16, Employment Categories, an employee's hours of work could require that Employee to work reasonable overtime and/or shiftwork in accordance with Clause 25, Overtime and Clause 26, Shiftwork respectively.

24.2 In the interest of achieving optimum productivity, the Parties agree to consult so as to facilitate working arrangements that best serve the needs of Ventia.

24.3 Day Work

The ordinary hours of work for a full-time Employee engaged on day work will be an average of 38 hours per week, provided that the averaging will occur over a period of no longer than 28 consecutive days. The ordinary hours of work may be worked on any or all days of the week, Monday to Friday (inclusive), between the hours of 6.00 am and 6.00 p.m (such hours will be worked continuously except for meal breaks).

24.4 Ordinary Hours of Work

The 38-hour week may be worked in any of the following ways except as provided in sub-clauses 24.5 and 24.6 and subject to sub-clause 24.8:

24.4.1 by Employees working less than eight ordinary hours each day; or

24.4.2 by Employees working less than eight ordinary hours on one or more days each week (e.g. 8 hours on four days and six hours on the fifth day of the week); or

24.4.3 by fixing one day on which Employees will be off during a particular work cycle (e.g. the establishment shuts down for a day once each four weeks and eight hours are worked on the other nineteen days of those four weeks); or

24.4.4 by rostering Employees off on various days of the week during a particular work cycle so that each Employee has one day off during that cycle (e.g. as in para 24.4.3 except that Employees take various days off according to a roster so as to avoid an establishment shut down); or

24.4.5 any other method of implementation negotiated between Ventia and Employees concerned.

24.4.6 an assessment will be made as to which method of implementation best suits the establishment and the proposal will be discussed with the Employees concerned.

24.4.7 In the absence of agreement the procedure for resolving lack of agreement will be as outlined in

clause 11 – Dispute Resolution Procedure. The procedure will be applied without delay.

24.4.8 Ventia and the majority of Employees in the establishment, section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply. However, such hours will not exceed 10 in any one day.

24.4.9 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of Employees in the establishment.

24.5 Notice of Rostered Days Off

Except as provided in sub-clause 24.8, in cases where, by virtue of the arrangement of their ordinary working hours, an Employee, in accordance with paras 24.4.3 and 24.4.4, is entitled to a day off during their work cycle. Such Employee will be advised by Ventia at least four weeks in advance of the weekday they are to take off.

24.6 Rostered Days Off Substitute Days

Ventia, with the agreement of the majority of Employees concerned, may substitute the day an Employee is to take off, for another day in the case of a breakdown in machinery or failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

24.7 Flexibility in Relation to Rostered Days Off

An individual Employee, with the agreement of Ventia, may substitute the day the Employee is to take off for another day.

24.8 Agreed Working of Hours for Sites

For the purposes of the implementation of this Agreement (and within the context of sub-clause 24.3) the ordinary hours of work will be discussed on a site-by-site basis. To suit the requirements of Ventia and subject to the needs of the client, the Parties will determine the working of ordinary hours in accordance with para 24.4.4 unless the requirements of the client prevent the working of ordinary hours under this method. In instances where the ordinary hours of work cannot, for operational reasons, be worked by rostering Employees off on a day during a four week work cycle, Employees will work less than eight ordinary hours on one day each week (e.g. 8 hours on four days and six hours on one day of the week). The hours may be varied by agreement between Ventia and the majority of Employees affected in a particular section or sections of work.

24.9 Morning Tea - Rest Breaks

A rest pause of fifteen minutes each morning will be granted to all Employees. Such rest pause to be counted as time worked and taken at a time fixed by Ventia provided that the rest pause will not be granted within one hour of normal commencement or cessation of work or within one hour either side of a meal break.

24.9.1 Time for taking meal breaks

No Employee will be required to work longer than five hours without a break for a meal.

24.9.2 Where a meal break is to be taken immediately prior to or during a period of overtime, it will not

exceed one hour in duration.

24.10 Midday Meal Break (Ordinary Hours)

An Employee will be entitled to an unpaid meal break of 30 minutes duration.

25. OVERTIME

25.1 Requirement to Work Reasonable Overtime

25.1.1 Subject to para 25.1.2, Ventia may require any Employee to work reasonable overtime at overtime rates.

25.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or establishment;
- (d) the notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it; and
- (e) any other relevant matter.

25.2 Payment for Working Overtime

Subject to para 31.5.1, for all work done outside ordinary hours the rates of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

25.3 Except as provided in this sub-clause in computing overtime each day's work will stand alone. The hourly rate, when computing overtime, will be determined by dividing the appropriate weekly rate by 38.

25.4 Rest Period After Overtime

25.4.1 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.

25.4.2 An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least 10 consecutive hours off duty between those times will, subject to this sub-clause, be released after completing that overtime until the Employee has had 10 consecutive hours off duty without loss of pay for any ordinary working time occurring during such absence.

25.4.3 If, on the instructions of Ventia such an Employee resumes or continues work without having had such 10 consecutive hours off duty, that Employee will be paid at double rates until released from duty for such period and will then be entitled to be absent until having had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25.4.4 The provisions of this sub-clause will apply in the case of shift workers as if eight hours were

substituted for 10 hours when overtime is worked:

- For the purpose of changing shift; or
- Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- Where a shift is worked by arrangement between the Employees themselves.

25.5 Call Back

25.5.1 An Employee who is called back to work overtime after ceasing work will be paid a minimum of four hours at the appropriate rate.

25.5.2 This sub-clause will not apply where it is customary for an Employee to return to Ventia's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

25.5.3 Overtime worked in the circumstances specified in this sub-clause will not be regarded as overtime for the purpose of sub-clause 25.4 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

25.5.4 A voluntary standby roster will operate under the following conditions:

- Where an Employee volunteers to be on standby for 'call back' work and is rostered by Ventia on standby for 'call back' on a nominated day, the Employee will be paid a minimum per day of 2 hours at ordinary time or the standby allowance as per Table 2: Allowances (Attachment 1), whichever is the greater.
- The amount referred to above will be paid irrespective of whether or not the Employee is called back to work.
- If an Employee on the standby roster for a day is 'called back' then the Employee will be paid at the appropriate rate for call backs.

25.5.5 The standby allowance specified in para 25.5.4 will vary in accordance with the method described at sub-clause 21.3.

25.6 Saturday/Sunday Work

25.6.1 A day worker required to work overtime on a Saturday will be afforded at least four hours work or paid for four hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

25.6.2 Overtime worked on Saturdays will be paid at the rate of time and half for the first 2 hours and then double time, to continue until the completion of the overtime worked.

25.6.3 Overtime worked on Sundays will be paid at the rate of double time, to continue until the completion of the overtime worked.

25.7 Meal Allowance

25.7.1 Subject to para 25.7.5, an Employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier of the requirement to work will either

be supplied with a meal by Ventia or paid a meal allowance as per Table 2: Allowances (Attachment 1) for the first meal and each subsequent meal.

- 25.7.2 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime is entitled to a meal break of 20 minutes to be paid at the appropriate overtime rates.
- 25.7.3 Ventia and Employee may agree to any variation of this sub-clause to meet the circumstances of the work in hand provided that Ventia is not required to make any payment in excess of what otherwise would be required under this sub-clause.
- 25.7.4 Unless Ventia advises an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) Ventia will provide such second and/or subsequent meals or make payment in lieu as prescribed in paragraph 25.7.1.
- 25.7.5 The allowance specified in para 25.7.1 will be adjusted annually in accordance with any percentage increase applying under sub-clause 20.5 (Wage Adjustment).

25.8 Make-Up Time

- 25.8.1 An Employee may elect, with the consent of Ventia, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.
- 25.8.2 An Employee on shift work may elect, with the consent of Ventia, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- 25.8.3 On each occasion that the Employee elects to use this provision the resulting agreement will be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

25.9 Time Off In Lieu Of Payment For Overtime

- 25.9.1 Subject to overtime being available, an Employee may elect, with the consent of the site manager or his/her delegate, to work a maximum of 2 hours overtime per day/shift Monday to Friday (excluding public holidays, travel time and call back), and take time off in lieu of payment for the overtime (TOIL).
- 25.9.2 The time off that an Employee is entitled to claim as TOIL is equal to the number of overtime hours worked and is paid at single time – i.e. one hour off for each hour of overtime worked.
- 25.9.3 Such TOIL hours may be accrued up to a maximum balance of 60.8 hours (8 days) each calendar year, and taken as time off at a time or times agreed with the site manager or his/her delegate, provided the balance of accrued TOIL hours will be taken during the annual holiday close down in December/January each year.
- 25.9.4 The balance of accrued TOIL hours not taken in the December/January close down due to operational requirements (e.g. critical maintenance activities) will be re-scheduled and taken before 1 February; otherwise the balance of untaken TOIL hours will be paid by Ventia in the

next pay cycle at the rate of time and a half.

25.9.5 The balance of accrued TOIL hours referred to in sub-clause 25.9.4 must be taken as time off by the Employee before additional TOIL hours will be approved.

25.9.6 Ventia must, if requested by an Employee, provide payment of accrued TOIL hours at the rate of time and a half for any time worked as overtime which is not taken as time off.

26. SHIFT WORK

26.1 Definitions

- A "shift worker" means an Employee who is rostered to work regularly on Sundays and public holidays.
- "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- "Continuous Work" means work carried on with consecutive shifts of people throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of Ventia.
- "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.
- "Rostered Shift" means a shift of which the Employee concerned has had at least forty-eight hours' notice.

26.2 Continuous Work Shifts and Other Than Continuous Work Shifts

26.2.1 Continuous Work Shifts

This paragraph will apply to shift workers on continuous work. The ordinary hours of shift workers will average 38 per week inclusive of crib time and will not exceed 152 hours in 28 consecutive days. Subject to the conditions noted in para 26.2.4, such shift workers will work at such times as Ventia may require.

26.2.2 Hours - Other Than Continuous Work

This paragraph will apply to shift workers not on continuous work as defined.

(a) The ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:

- 38 hours within a period not exceeding seven consecutive days; or
- 76 hours within a period not exceeding 14 consecutive days; or
- 114 hours within a period not exceeding 21 consecutive days; or
- 152 hours within a period not exceeding 28 consecutive days.

(b) The ordinary hours will be worked continuously except for meal breaks at the discretion of Ventia. An Employee will not be required to work for more than five hours without a break for a meal. Except at the regular change-over of shifts an Employee will not be required to work more than one shift in each 24 hours.

26.2.3 Rostered Days Off

Except where impracticable for operational reasons, working hours will be arranged by rostering

Employees off on various days of the week during a work cycle such that each Employee works 19 of each 20 working days. In instances where the ordinary hours of work cannot for operational reasons be worked by rostering Employees off on a day during a four-week work cycle, the hours may be determined by agreement between Ventia and the majority of Employees affected in a particular section or sections of work.

26.2.4 Extended Shifts

A shift will consist of not more than 10 hours inclusive of crib time. Provided that:

(a) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours will be subject to agreement between Ventia and the majority of Employees in the workshop or work section or sections concerned; and

(b) By agreement between Ventia, the Union and the majority of Employees in the workshop, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- Ventia and the Employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;
- Proper health and monitoring procedures being introduced;
- Suitable roster arrangements being made;
- Proper supervision being provided; and
- Except at the regular change-over of shifts, an Employee not being required to work more than one shift in each 24 hours.

26.3 Rosters

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

26.4 Variation by Agreement

The time of commencing and finishing shifts once having been determined may be varied by agreement between Ventia and the majority of Employees concerned to suit the circumstances of the workplace or, in the absence of agreement, by seven days' notice of alteration given by Ventia to the Employees.

26.5 Afternoon or Night Shift Allowances

Shift loadings will be as follows:

- Afternoon Shift 15%
- Night Shift 30%

26.6 An Employee who:

- During a period of engagement on shift, works night shift only; or
- Remains on night shift at the direction of Ventia for a longer period than four consecutive weeks; or

- Works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one third of their working time off night shift in each shift cycle,

will, during such engagement period or cycle be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

26.7 Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half. Such extra rate will be in substitution for and not cumulative upon the shift premiums.

26.8 Overtime

26.8.1 Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift will:

- If employed on continuous work be paid at the rate of double time; or
- If employed on other shift work at the rate of time and a half for the first two hours and double time thereafter.

26.8.2 Except in each case when the time is worked:

- By arrangement between the Employees themselves;
- For the purpose of effecting the customary rotation of shifts; or
- On a shift to which an Employee is transferred on short notice as an alternative to standing the Employee off in circumstances which would entitle Ventia to deduct payment for a day.

26.9 Sundays and Public Holidays

26.9.1 Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid at the rate of double time on the Sunday and double time and a half on the public holiday.

26.9.2 Shift workers on other than continuous work for all time worked on a Sunday will be paid at the rate of double time, such double time to continue until they are relieved from duty. Shift workers on other than continuous work for all time worked on a public holiday will be paid at the rates prescribed by the provisions of para 31.5.1 of this Agreement. Where shifts commence between 11 p.m. and midnight on a Sunday or a public holiday, the time worked before midnight will not entitle the Employee to the Sunday or public holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.

26.9.3 Where shifts fall partly on a public holiday, that shift, the major portion of which falls on a public holiday will be regarded as the public holiday shift.

26.10 Daylight Saving

26.10.1 Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of legislation, a State summertime is prescribed as being in advance of the standard time of that

State the presented length of any shift:

- Commencing before the time prescribed by the relevant legislation for the commencement of a summertime period; and
- Commencing on or before the time prescribed by such legislation for the termination of a summertime period;

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning and end of the shift, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

26.10.2 In this sub-clause the expressions "standard time" and "summertime" will bear the same meaning as are prescribed by the relevant State legislation.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

27.1 Period of Leave

27.1.1 A full time or part time Employee covered by this Agreement will accrue an amount of paid annual leave at the rate of 2.923 hours for each 38 ordinary hours worked (that is, 152 hours' or 4 weeks of annual leave for each 12 months of continuous service).

27.1.2 Casual Employees are not entitled to annual leave.

27.2 Seven Day Shift Workers

27.2.1 In addition to leave provided for in para 27.1.1, seven day shift workers (that is shift workers who are rostered to work regularly on Sundays and public holidays) will be entitled to additional paid annual leave being an additional one week for each 12 month period of completed service.

27.2.2 Where an Employee with 12 months continuous service is engaged for part of the 12 monthly period as a seven day shift worker, that Employee is entitled to have the period of leave prescribed in para 27.1.1 increased by half a day for each month he or she is continuously engaged as a seven day shift worker.

27.3 Payment for Period of Annual Leave

27.3.1 Subject to sub-clause 27.11 Employees, before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.

27.3.2 The wages to be paid must be worked out on the basis of what the Employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the Employee's contract of employment.

27.3.3 The Employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the Employee as a reimbursement for expenses incurred.

27.4 Loading on Annual Leave

27.4.1 During a period of annual leave an Employee will receive a loading calculated on the rate of wage prescribed by sub-clause 27.3.

27.4.2 The loading will be as follows:

- Day Workers - Employees who would have worked on day work only had they not been on leave: 17.5%.
- Shift Workers - Employees who would have worked on shift work had they not been on leave: 17.5% or the shift loading whichever is the greater but not both.

27.4.4 The loading prescribed by this sub-clause will apply to proportionate leave paid on termination.

27.5 Calculation of Continuous Service

27.5.1 Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:

- In a 12 months period the Employee is entitled to have off up to 152 ordinary working hours because of sickness or a non-compensable accident and this will be counted as time worked;
- Paid Personal Leave (including compassionate leave), long service leave, annual leave, public holidays, worker's compensation leave, paid training leave and jury service taken by an Employee will count as time worked.
- Any interruption or termination of employment by Ventia which has been made with the intention of avoiding obligations under this clause.

27.5.2 Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this Agreement include:

- any absence with reasonable cause, proof of which will be upon the Employee.
- any leave without pay taken with the agreement of Ventia.
- parental leave.

27.6 Public Holidays Falling in a Period of Leave

27.6.1 If any public holiday prescribed by sub-clause 31.1 of this Agreement, falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the Employee would have worked if the day had not been a public holiday.

27.7 Leave is to be Taken

27.7.1 The annual leave provided by this clause must be taken as leave, except as provided by sub-clauses 27.10, 27.11 or where an agreed cashing-out arrangement is made in accordance with sub-clause 27.12.

27.8 Time of Taking Leave

27.8.1 An Employee will be entitled to take an amount of annual leave if at least that amount of leave is

credited to the Employee, and Ventia has authorised that annual leave, subject to the following provisions:

- The Employee's discretionary access to annual leave will be exclusive of the shutdown period provided for at sub-clause 27.11;
- Employees are encouraged to take at least one period of 2 weeks or more annual leave each year;

27.8.2 Where an Employee has accumulated more than 8 weeks annual leave, Ventia may direct the Employee to take up to $\frac{1}{4}$ of the annual leave accrued by that Employee.

27.8.3 Access to annual leave, as prescribed in sub-clause 27.8 will be exclusive of any shutdown period provided for at sub-clause 27.11.

27.8.4 An Employee and Ventia may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

27.9 Leave Allowed Before Due Date

- Ventia may allow an Employee to take annual leave either wholly or partly in advance before the leave becomes due.
- Where annual leave or part of it has been granted before the leave is due, and the Employee subsequently leaves or is discharged from the service of Ventia and the amount paid by Ventia to the Employee for the annual leave or part taken in advance exceeds the amount which Ventia is required to pay to the employee under para 27.1.1 and sub-clause 27.2 Ventia will not be liable to make any payment to the Employee under sub-clause 27.10 and is entitled to deduct the amount of excess from any remuneration payable to the Employee upon the termination of employment.

27.10 Proportionate Leave on Termination

An Employee other than a casual who leaves the employment of Ventia, or is terminated by Ventia for any reason, and has outstanding annual leave at the date of termination will be paid for that outstanding annual leave at the appropriate rate of wage calculated in accordance with sub-clause 27.3.

27.11 Annual Close Down

27.11.1 Ventia may from time to time need to close a site for operational reasons (for example, but not limited to, the Christmas/New Year holiday or reduced activity period). The timing of such close downs may be governed by Department of Defence stand downs at the sites concerned, recognising that the Department of Defence is Ventia's client and Ventia's sites are commonly located at Defence establishments.

27.11.2 Where a close down is to be effected and subject to para 27.11.3, Ventia may direct an Employee to take annual leave, if the Employee has the required amount of annual leave accrued. If the Employee does not have sufficient annual leave accrued, Ventia may grant annual leave in advance or the Employee may choose to take leave without pay.

27.11.3 An Employee may not be directed to take more than 10 days' annual leave in any period of 12 months, provided that this number of days may be increased with the agreement of the Union where such increase would remove or reduce a need to effect redundancies.

27.11.4 Ventia will give the Employee as much notice as practicable of the close down. Where the period

of close down at a particular site is to coincide with a Department of Defence stand down at that site, Ventia will advise Employees of the Department's stand down period as soon as possible. In no case will less than two calendar months' notice be given.

27.12 Cashing-out of Accrued Annual Leave

Ventia and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued paid annual leave provided that the following requirements are met:

- a) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between Ventia and the Employee which must:
 - be in writing and retained as an Employee record;
 - state the amount of accrued leave to be cashed out and the payment to be made to the Employee;
 - state the date on which the payment is to be made, and
 - be signed by Ventia and Employee and, if the Employee is under 18 years of age, the Employees' parent or guardian;
- b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out;
- c) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- d) Employees may not cash out more than two weeks' accrued annual leave in any 12 month period.

27.13 Purchase of additional annual leave

Subject to the terms set out in this Agreement, *Ventia's Purchase Leave Salary Sacrifice Standard*, and *Ventia's Leave Standard (Australia)* for the taking of annual leave, Employees who are eligible for annual leave may apply each calendar year (1 January – 31 December) to purchase a maximum number of two weeks additional annual leave.

28. PERSONAL LEAVE

28.1 Every full-time and every part-time Employee who is unable to attend or remain at their place of employment by reason of personal illness or injury and who complies with the conditions prescribed by sub-clause 28.2 will be granted paid leave not exceeding the personal leave credit of that Employee.

28.2 The sick leave will be granted and the Employee will be entitled to pay on compliance with the following conditions: -

28.2.1 As soon as reasonably practicable, but not later than 2 hours after the start of the scheduled shift, the Employee will inform directly their Supervisor of their inability to attend for duty and, as far as practicable, advise of the estimated duration of the absence. It is acknowledged that instances of serious misadventure may prevent compliance with this paragraph.

28.2.2 An Employee will not be required to provide evidence of their illness or injury unless:

- their absence from work is for two (2) or more consecutive days; or
- Ventia has previously required that a medical certificate be provided for future absences, consistent with sub-para 28.6.2 (b).

28.3 The Employee will not be entitled to be paid personal leave for any absence for any period for which the Employee is entitled to workers compensation.

28.4 Employees will accrue personal leave entitlements progressively in accordance with the NES. Employees will be entitled to 76 hours' (10 days) of paid personal leave per annum.

28.5 Personal Leave can be used for Sick Leave, Carer's Leave or Domestic and/or Family Violence Leave purposes.

28.6 Absence Management Procedure

28.6.1 Personal leave is to be used principally in case of personal illness or injury and the purpose of accumulated personal leave is to protect Employees in case of protracted or recurrent illness. This does not prevent the use of personal leave for carers leave in accordance with Clause 29.

28.6.2 The following procedure will apply with respect to absence management:

(a) "Early warning" counselling for poor attendees will be provided in writing

Employees identified as having an attendance record which may lead to disciplinary action will be counselled prior to a breach of disciplinary guidelines.

(b) Ventia may require evidence of absences falling within this procedure. In such cases, the Employee will be advised of the requirement for evidence for future absences.

(c) Definition of breach of acceptable attendance

An "unauthorised absence" is where an Employee:

- is absent without notification or
- is absent without satisfactory evidence (where requested) or
- notified sick and did not claim pay for personal leave where entitlement existed

An "unacceptable pattern of absence" is:

- a pattern of absence on the same weekday, whether on paid leave, unpaid leave or in part or full days or
- a pattern of absence in taking single day absences, paid or unpaid.
- a pattern of absence in taking part day absences, paid or unpaid.

(d) Discipline for breach of acceptable attendance

Ventia will discipline Employees who breach the standard of acceptable attendance in accordance with the following procedure:

For Employees with less than three months' service:

TYPE OF BREACH	OCCASIONS	DISCIPLINARY ACTION
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Unauthorised absence	2 in 5 weeks	First Warning
	3 in 10 weeks	Dismissal

For Employees with more than 3 months' service:

TYPE OF BREACH	OCCASIONS	DISCIPLINARY ACTION
Unauthorised absence	2 in 5 weeks	First Warning
	3 in 10 weeks	Final Warning
	4 in 20 weeks	Dismissal

TYPE OF BREACH	OCCASIONS	DISCIPLINARY ACTION
Unacceptable pattern of absence	5 in 21 weeks	First Warning
	6 in 31 weeks	Final Warning
	8 in 41 weeks	Dismissal

The numbers of occasions shown in the tables above are cumulative and are not separate blocks of occurrences. Their timing commences on the date of the absence which triggered the first warning. A first warning will not be given unless the Employee has been issued with an early warning.

(e) Cumulative disciplinary action

Disciplinary action progresses in stages through the procedure from early warning to dismissal, if unacceptable absence occurs within one year of previous disciplinary action. No stage in the procedure may be skipped.

(f) If the discipline-free period exceeds one year then action will be taken as follows:

LAST DISCIPLINARY ACTION	DISCIPLINE FREE PERIOD (years)	DISCIPLINARY ACTION FOR ANY NEW OCCURRENCE
First Warning	Greater than one	First Warning
Final Warning	One to two	Final Warning
Final Warning	Greater than two	First Warning

A first warning will lapse after two discipline-free years and a final warning after three.

(g) Notation of all warnings, including an early warning, will be placed on the affected Employee's personnel file. Such notation will identify the status of the warning, the facts which necessitated it and the date on which it was given.

(h) Retrospective Medical Certificates

Retrospective or altered medical certificates are unacceptable and incapable of proving that an Employee was unable on account of illness or injury to attend for duty on the day or days for which sick leave is claimed.

A “retrospective certificate” means a medical certificate which contains a statement to the effect that the patient was unfit for duty on account of personal illness or injury by accident and the expected duration of the disability from a date earlier than the date upon which the patient was examined, provided that in the case of a retrospective certificate, such certificate will be deemed not to be retrospective if the medical practitioner provides written supplementary remarks on the said certificate which explains the inconsistency between the date of examination and the date of the commencement of the unfitness for duty.

Ventia will accept retrospective medical certificates provided the retrospectivity does not exceed one day.

28.6.3 This sub-clause will operate in accordance with the provisions of the FW Act. It will not result in any Employee being subject to adverse action prohibited by that Act.

29. CARERS LEAVE AND PERSONAL LEAVE FOR DOMESTIC AND/OR FAMILY VIOLENCE PURPOSES

29.1 Paid Carer’s Leave

29.1.1 An Employee with responsibilities in relation to either members of their immediate family (as defined in sub-clause 30.2.1) or members of their household who need their care and support will be entitled to use, in accordance with this clause, their personal leave entitlement for absences to provide care and support for such person when they are ill.

29.1.2 The Employee will, if requested by Ventia consistent with para 28.2.2, establish by production of a medical certificate, the illness of the person concerned.

29.1.3 The entitlement to use personal leave in accordance with this clause is subject to:

- The Employee being responsible for the care of the person concerned; and
- The person concerned being either a member of the Employee's immediate family or a member of the Employee's household.

29.1.4 The Employee will, wherever practicable, give Ventia notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify his or her Supervisor by telephone of such absence at the first opportunity on the day of absence.

29.2 Unpaid Carer’s Leave

29.2.1 An Employee is entitled to a period of up to 2 days’ unpaid carer’s leave for each occasion when a member of their immediate family or household requires care or support due to a personal illness or injury of that member, or because of an unexpected emergency affecting that member.

29.2.2 The entitlement to unpaid carer’s leave in this clause arises only if the Employee is not entitled to

take paid personal leave in accordance with clause 28 or paid carer's leave in accordance with sub-clause 29.1.

29.2.3 Casual Employees are entitled to unpaid carer's leave in accordance with this sub-clause.

29.3 Personal leave for domestic and/or family violence purposes

29.3.1 Refer to the NES.

30. COMPASSIONATE LEAVE

30.1 An Employee will be granted up to 3 days' paid leave when:

30.1.1 a member of that Employee's immediate family (as defined in sub-clause 30.2.1) or household member:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies; or

30.1.2 a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or

30.1.3 the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

30.1.4 Sub-clause 30.1.3 does not apply:

- (a) if the miscarriage results in a stillborn child; or
- (b) to a former spouse, or former de facto partner, of the Employee.

30.1.5 Sub-clause 30.1 does not apply while the period of entitlement to leave under it coincides with any other period of leave.

30.2.1 For the purposes of this clause and for Carers Leave, the following definitions will apply:

- Immediate family includes the following:
 - a) a spouse, a de-facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
 - b) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee
- Spouse includes the following:
 - a) a former spouse
 - b) a de facto spouse (that is a person who lives with the Employee as the Employee's husband or wife on a genuine domestic basis although not legally married to the Employee)
 - c) a former de facto spouse

30.2.2 For the purposes of this Agreement, "spouse" includes a same-sex partner and "Child" includes the following:

- a) an adopted child

- b) a stepchild
- c) an ex-nuptial child
- d) an adult child

30.3 Casual Employees are entitled to unpaid compassionate leave in accordance with this sub-clause.

31. PUBLIC HOLIDAYS

31.1 Prescribed Public Holidays

An Employee will be entitled to public holidays on the following days:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- ANZAC Day;
- Christmas Day; and
- Boxing Day;

In addition, the following days, as prescribed in the relevant States, Territories and localities will be observed as public holidays:

- King's Birthday; and
- Eight Hour's Day or Labour Day; and
- At Bandiana in the State of Victoria, Wodonga Cup Day or Melbourne Cup Day as specified by the Department of Defence in the year concerned, subject to two (2) months' notice of which of the two days will be observed as the public holiday. In the absence of such notice, Melbourne Cup Day will be observed.
- Elsewhere in the State of Victoria, Melbourne Cup Day.
- At Kapooka in the State of NSW, the last working day of the year, unless the NSW government declares an additional public holiday to be observed each year, in which case that declared day will be observed instead.
- Elsewhere in the State of NSW, the first working day of the year, unless the NSW government declares an additional public holiday to be observed each year, in which case that declared day will be observed instead.
- In other States/Territories, a day in the local area which is a prescribed public holiday.

31.2 Public holidays falling on a Saturday or Sunday

31.2.1 When Christmas Day is a Saturday or a Sunday, a public holiday in lieu thereof will be observed on 27 December.

31.2.2 When Boxing Day is a Saturday or a Sunday, a public holiday in lieu thereof will be observed on 28 December.

31.2.3 When New Year's Day, Australia Day or ANZAC Day falls on a Saturday or Sunday, a public holiday

in lieu thereof will be observed on the next Monday.

31.3 Additional Public Holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional public holidays for the purpose of this Agreement.

31.4 Substitution of Public Holidays

31.4.1 Ventia and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees will constitute agreement.

31.4.2 An agreement pursuant to para 31.4.1 will be recorded in writing and be available to every affected Employee.

31.5 Public Holidays - Penalty Rates

31.5.1 Double time and a half will be the rate for all work done on a public holiday specified in sub-clause 31.1.

31.5.2 Provided that if any other day be by Act of Parliament or Proclamation substituted for any of the above-named public holidays the special rate will only be payable for work done on the day so substituted.

31.6 Rostered Day Off Failing on a Public Holiday

31.6.1 An Employee who by the circumstances of the arrangement of his/her ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause, will be granted an alternative day off to be determined by mutual agreement between Ventia and the Employee.

31.6.2 If mutual agreement is not reached then the Dispute Settlement Procedure of this Agreement will apply.

31.7 Rest Period - Public Holidays and Sundays

An Employee, other than a casual Employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work will, on being relieved from duty, be entitled to be absent until they have had 10 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

31.8 Minimum Payment - Public Holidays and Sundays

Employees, other than on shift, recalled for breakdown, accident or other emergency work, required to work on Sundays or public holidays will be paid for a minimum of three hours' work.

31.9 Crib Time - Public Holidays and Sundays

An Employee not engaged on continuous work working on a Sunday or public holiday will be allowed a crib time of 20 minutes without deduction of pay after each four hours of work, if the Employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday

or public holiday the first prescribed crib time will, if occurring between 10.00 am and 1.00 p.m., be paid at ordinary rates.

31.10 Meal Allowance - Public Holidays and Sundays

An Employee not engaged on continuous work, required to work on a Sunday or public holiday for more than four hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by Ventia or paid the amount specified in para 25.7.1 for the meal taken during their first crib break, and during each subsequent crib break.

31.11 Payment for Work on Sundays

Except as provided elsewhere in this Agreement, an Employee not engaged on continuous work will be paid at the rate of double time for work done on Sundays, such double time to continue until they are relieved from duty.

32. PARENTAL LEAVE

32.1 Consistent with the NES, full-time and part-time Employees with 12 months' continuous service and eligible casual Employees:

- will be granted unpaid parental leave (such as maternity, paternity and adoption leave) entitlements; and may request flexible working arrangements as detailed in the FW Act..

32.2 In addition, the following paid parental leave will apply to full-time and part-time Employees:

32.2.1 Primary Carer

An Employee acting as the primary carer is entitled to paid parental leave as follows:

- 6 weeks for an Employee with 12 months' but less than 2 years' continuous service;
- 12 weeks for an Employee with 2 years' or more continuous service.

Such leave will be taken within 12 months of the birth or adoption of the child.

32.2.2 Partner of Primary Carer

Paid parental leave of 2 weeks will be available to an Employee who is the partner of a primary care giver and has at least 12 months' continuous service at the time of the birth or adoption, to provide support to the primary carer immediately following the birth or adoption of their child.

An Employee taking paid partner leave must indicate by no later than the conclusion of that leave whether they will become the primary carer of the newborn or adopted child. Applications made at a later date may be considered where unforeseen circumstances arise.

Employees taking both primary carer and partner leave will receive no more paid leave than they would have received under para 32.2.1 had they always been the primary carer, provided that the amount of such leave will be reduced by 25% for such Employees after each three months that passes following the birth or adoption of the child (e.g. the maximum amount of leave to be payable between three and six months after the birth or adoption will be 9 weeks).

Employees must provide evidence to Ventia's satisfaction that their partner will no longer be the primary carer.

32.2.3 Adoption

In the case of adoption, an eligible Employee may be granted a further 2 days' paid leave to attend any compulsory interviews or examinations that are a necessary part of the adoption process. Such leave will be additional to that at paras 32.2.1 and 32.2.2.

32.3 An Employee who has had at least twelve months' continuous service with Ventia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of each period of such part-time employment, the right to return to their former position.

33. LONG SERVICE LEAVE

Ventia will grant the entitlements conferred under the conditions prescribed by the relevant State or Territory Long service Leave legislation/regulation, as if they were prescribed by this Agreement.

34. COMMUNITY SERVICES LEAVE

34.1 Employees including casual Employees are entitled to be absent from work for the purpose of performing certain community service activities such as: -

- a 'voluntary emergency management activity' with a recognised emergency management body;
- jury service (including attendance for jury selection).

34.2 The following are examples of bodies that will be recognised for the purposes of community service leave:

- the State Emergency Service (SES);
- Country Fire Authority (CFA);
- the RSPCA (in respect of animal rescue during emergencies).

34.3 When making an application for community service leave Employees must notify their manager as soon as possible.

34.4 There is no set limit on the amount of community service leave an Employee is entitled to. An Employee is entitled to be absent from his or her employment for the time that the Employee is engaged in the eligible community service activity including reasonable travel time and reasonable rest immediately following the activity.

34.5 Subject to sub-clause 34.6, community service leave is unpaid except in relation to jury service. Employees will be paid at their normal rate of pay during jury service. However, any compensation received by the Employee for jury service, other than reimbursement for travel and/or other expenses actually incurred, will be repaid to Ventia. Employees must lodge any payments made to them by a Statutory Authority direct to Ventia's payroll department.

34.6 Community service leave other than for jury service may be paid at the discretion of Ventia.

PART 7 – TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

35. TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

35.1 Travelling and fares

35.1.1 An Employee who is required to work at a job away from their normal place of employment will at the direction of Ventia present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job, the Employee will be paid travelling time and expenses consistent with sub-clause 35.2.

35.2 Payment for travelling

35.2.1 The rate of pay for travelling time will be ordinary rates, except on Sundays and public holidays, when it will be time and a half.

35.2.2 "Expenses" for the purpose of this clause will be met by Ventia and mean:

- All fares reasonably incurred. The fares allowed will be for rail/air travel, in economy class.
- Reasonable expenses incurred whilst travelling (excluding expenses for meals).

35.2.3 Employees will receive a per diem equivalent to the amounts reasonably allowed for breakfast, lunch and dinner at the relevant location by the Australian Taxation Office, as varied from time to time.

35.2.4 Where an Employee is required to travel and remain at a distant location for work/training purposes, an initial travel payment of up to fourteen (14) calendar days of the equivalent per diem amounts referred to in para 35.2.3 will be made in advance of the travel concerned, with any ongoing per diem amounts to be made in the regular pay run. Provided this sub-clause will not apply where the travel concerned has to be arranged at a time falling within the current pay cycle – i.e. no off-cycle payments will be made.

35.2.5 In circumstances where an initial travel payment referred to in para 35.2.4 has been made to an Employee, and the distant work/training is subsequently cancelled, or the Employee is no longer required or available; then recovery of such payment/s will be made via an automatic payroll reversal from the Employee's next pay. Such pay reversal is authorised subject to advance notification being provided to the Employee, confirming the total amount of travel payment to be recovered.

35.3 Use of private vehicle

35.3.1 An Employee who upon request and with the agreement of Ventia uses a privately-owned motor vehicle on Company business will be paid for each kilometre travelled the allowance accepted at the relevant time by the Australian Taxation Office for a conventional engine with a capacity of 1601 to 2600 cc.

35.3.2 The allowance referred to in para 35.3.1 will apply to apprentices whose off-the-job training requires them to travel more than 30 kilometres each way from Ventia's establishment in which they are normally based.

35.4 Accommodation

35.4.1 Where the provision of accommodation is necessary, that provided will be at Company expense and of reasonable standard. Each travelling Employee is entitled to separate accommodation. Subject to their agreement and each Employee having their own bedroom, a suite may be shared by Employees.

35.5 Extended assignment

- 35.5.1 Where an Employee is requested to work or undertake training away from their usual place of employment and that request would require the Employee to stay away from home for longer than four (4) weeks, the Employee may decline the request unless they are guaranteed to be returned home no less frequently than each four (4) weeks at Company expense.
- 35.5.2 Subject to prior approval, an equivalent amount of the travel costs (fares only) reasonably incurred for return travel will be reimbursed to the Employee for the purposes of family/partner reunion, where it is deemed impractical for the Employee to return home themselves. In all cases, travel reimbursement will only be made where such arrangement is approved in advance of the travel concerned, and where the Employee submits genuine travel receipts and/or satisfactory evidence verifying the travel costs incurred.

35.6 Temporary transfer between Company contracts

- 35.6.1 This clause applies only where an Employee working under Ventia's DMSS contract and employed under this Agreement is transferred temporarily to perform work under another of Ventia's business or commercial contracts ("Ventia's other contract"). Such transfer must be voluntary.
- 35.6.2 The temporary transfer of an Employee employed under this Agreement to perform DMSS work away from their usual place of employment is covered by clause 35 of this Agreement.
- 35.6.3 An Employee transferring temporarily to perform work under another of Ventia's business or commercial contracts will, subject to para 35.6.4, continue to be paid in accordance with this Agreement, including clause 35. Where the pay rates and other terms and conditions of employment received by Employees working under another of Ventia's other contract are regulated by an approved and current enterprise agreement which provides higher remuneration in aggregate than this Agreement, the Employee who is transferring temporarily to work under that other contract will receive equivalent pay rates and other terms and conditions of employment for the duration of the transfer.

PART 8 - TRAINING AND RELATED MATTERS

36. TRAINING PROGRAM

- 36.1** The Parties to this Agreement recognise that in order to increase the efficiency, productivity and International competitiveness of industry, a greater commitment to training and skill development is required at each site.

Accordingly, the Parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing Employees with career opportunities through appropriate accredited training to acquire additional skills;
- (c) removing barriers to the utilisation of skills acquired; and
- (d) ensuring each Employee has equitable access to training and development.

36.2 Consistent with the commitments outlined in sub-clause 36.1, each Employee and their immediate Supervisor will meet on a six-monthly basis to:

- Discuss Ventia's expectations of the Employee's performance consistent with the Company's obligations under the DMSS contract;
- Discuss the application of the matters at paras 36.1 (b) and (d) to the Employee; and
- Jointly develop and sign a suggested training plan for the Employee.

The Employee will be entitled to a copy of their plan.

36.3 Each Supervisor will provide copies of the suggested training plans developed under sub-clause 36.2 to Ventia, and such plans will inform the training program to be developed under sub-clause 36.4.

36.4 Development of a training program

Following proper consultation or through the establishment of a training committee, Ventia will develop a training program consistent with:

- the current and future skill needs of Ventia;
- the size, structure and nature of the operations of Ventia; and
 - the need to develop vocational skills relevant to Ventia and the industry through courses conducted by accredited educational institutions and providers and/or on an in-house basis. Such training courses must be based upon the relevant nationally accredited industry competency standards.

36.5 Establishment of a training committee

Where it is agreed between the Parties a separate committee to deal with training related issues will be established at each site.

The formation of such a committee is not intended to erode the role & responsibilities of the consultative committee as outlined in clause 13.

The training committee will be constituted by an equal number of Employee and Ventia representatives and will have a charter which clearly states its role and responsibilities, for example:

36.5.1 Formulation of a training program and including the availability of training courses and career opportunities to Employees.

- the recommending of individual Employees for training and reclassification.
- monitoring and advising management and Employees on the ongoing effectiveness of the training.

36.5.2 Where, as a result of consultation with the Employee concerned, or through a training committee, it is agreed that additional training in accordance with the program developed under sub-clause 36.4 should be undertaken either on or off the job, the Employee concerned will not suffer any loss of pay if the training is undertaken during ordinary working hours.

36.5.3 Any reasonable costs associated with standard fees for prescribed courses and prescribed

textbooks (excluding those textbooks which are available in Ventia's technical library) incurred in connection with the undertaking of agreed training will be reimbursed by Ventia upon production of evidence of such expenditure. Reimbursement of expenses under this para will be on an annual basis subject to the presentation of reports of satisfactory progress.

36.5.4 Travel costs incurred by an Employee undertaking training in accordance with this clause which exceed those normally incurred travelling to and from work will be reimbursed by Ventia.

36.5.5 The Parties will meet annually or as otherwise agreed to review the operation of this sub-clause.

37. DEFENCE FORCE LEAVE

37.1 Employees are entitled to Defence Force leave in accordance with the Defence Reserve Service (Protection) Act 2001.

37.2 When applying for Defence Force leave, an Employee is required to attach official and relevant information from the Department of Defence seeking release of the Employee and specifying the reasons why and the required duration of the leave.

37.3 Employees will be paid at their normal rate of pay excluding the allowances at sub-clause 21 less any amount received from the Department of Defence.

37.4 Leave granted under this clause will count as service for all purposes of this Agreement.

PART 9 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

38. WORKERS' COMPENSATION AND ACCIDENT PAY

38.1 Where an Employee becomes entitled to weekly compensation payments pursuant to the relevant Workers' Compensation Act presently in force, Ventia will pay to the Employee an amount equivalent to the difference between:

38.1.1 the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and

38.1.2 the amount that would have been payable under this Agreement for the work the Employee would have been performing in his or her normal duties. The rate to be paid to the Employee will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments but will not exclude piece or bonus work earnings during ordinary hours.

38.2 Accident make-up pay will not apply:

38.2.1 in respect of any injury during the first 5 normal working days of incapacity;

38.2.2 to any incapacity occurring during the first 3 weeks of employment unless that incapacity continues beyond the first 3 weeks;

38.2.3 during any period when the Employee fails to comply with the requirements of the relevant workers' compensation scheme with regard to examination by a legally qualified medical practitioner;

38.2.4 where the injury for which the Employee is receiving weekly compensation payments is a pre-

existing injury which work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration and the Employee failed to disclose the injury on engagement following a request to do so by the Company in circumstances where the Employee knew or ought to have known about the nature of the injury;

38.2.5 where in accordance with the relevant workers' compensation scheme a medical practitioner provides information to Ventia of an Employee's fitness for work or specifies work for which the Employee has a capacity and that work is made available by Ventia but not commenced by the Employee;

38.2.6 when the claim has been commuted or redeemed in accordance with the relevant workers' compensation scheme; or

38.2.7 in respect of any period of annual leave, long service leave or for any paid public holiday.

38.3 The maximum period or aggregate of periods of accident make-up pay to be made by the Company will be a total of 52 weeks for any one injury.

38.4 An entitlement to accident make-up pay ceases on termination of the Employee's employment, except where such termination is by Ventia other than for reason of the Employee's serious and wilful misconduct.

38.5 Leave entitlements under this Agreement will accrue for the period that an Employee is entitled to accident make-up pay, notwithstanding the provision of any relevant workers' compensation legislation.

39. TOOLS

Ventia will provide all tools that Employees are required to use in the course of their work. Accordingly, no tool allowance will be payable.

40. PROTECTIVE CLOTHING

40.1 Protective Clothing Allocation

40.1.1 For the purposes of this clause, a unit of protective clothing will mean a shirt and a pair of trousers.

40.1.2 All weekly engaged Employees will be issued with safety footwear and 5 units of protective clothing, which is to be issued under the following terms:

- (a) All Employees must wear the footwear and clothing (as supplied) at all times.
- (b) Subject to sub-clause 40.2, it is the responsibility of Employees to clean and maintain this footwear or clothing in a neat and tidy condition
- (c) Clothing will be issued according to Ventia's uniform clothing standard and will be identified by a Company logo.
- (d) Clothing will be re-issued where Ventia is satisfied that clothing needs to be replaced as a consequence of fair wear and tear.
- (e) Any disagreement arising from this para 40.1.2 will be reviewed by the site consultative committee in the first instance.

40.1.3 No agreement will be entered into to pay cash in lieu or for an Employee to purchase their own protective clothing and seek reimbursement.

40.2 Laundry of Overalls

Ventia will, on behalf of Employees who choose to wear overalls, provide a service for the launder of such overalls at Ventia's expense. Ventia, in arranging for this service to be provided, will ensure that Employees have sufficient clean overalls, the original supply of five pairs of which will be made by the launderer.

40.3 Winter Jacket

Each Employee will become eligible to be issued with a winter jacket which will be issued between 1 May and 1 September in the Employees first year of service. Such winter jacket will be replaced every three (3) years.

40.4 Reimbursement

Any Employee who terminates their employment within a period of three (3) months of commencement, will reimburse Ventia the following proportion of the purchase costs of the protective clothing issued.

Up to two (2) months	two thirds of the cost
Between two (2) and three (3) months	one third of the cost
After three (3) months	nil

40.5 Damage to Clothing or Spectacles

40.5.1 Compensation to the extent of the damage sustained will be made by Ventia where, in the course of work, the clothing or spectacles of an Employee are damaged or destroyed by fire or process substances where it can be demonstrated to be caused by the Employee's employment.

40.5.2 Compensation will not be made where damage was due to the Employee's own negligence.

40.5.3 Ventia will not be liable to pay compensation for damage to an Employee's clothing or footwear where the Employee has failed to wear clothing or footwear provided by Ventia.

40.6 Safety Spectacles

Where Ventia requires an Employee to wear case hardened prescription lenses, Ventia will pay the costs associated with case hardening plus the cost of minimum standard appropriate frames.

41. AMENITIES

Ventia will provide proper and sufficient washing and sanitary conveniences.

41.1 Boiling water

Ventia will provide boiling water for the use of Employees at morning tea and mealtimes.

41.2 Washing facilities

Ventia will provide and maintain adequate washing facilities and where necessary and practicable, hot water will be supplied.

41.3 Lockers

Ventia will provide for each Employee a suitable locker which, where practicable, will be full length

41.4 Seating accommodation

Ventia will provide Employees with suitable seating accommodation at their place of work where practicable.

41.5 First aid outfit

Ventia will provide and continuously maintain in a place or places reasonably accessible to all Employees, a first-aid outfit, consistent with the requirements of the relevant States of the Commonwealth of Australia code of conduct.

PART 10 - OTHER MATTERS

42. FREEDOM OF ASSOCIATION

42.1 Ventia recognises that Employees are free to choose whether or not to join a Union.

42.2 Employees who choose to be members of a Union have the right to have their industrial interests represented by the Union, and will not be disadvantaged or discriminated against for doing so.

42.3 Employees who choose not to join the Union will not be disadvantaged or discriminated against, including in terms of representation, in respect of any term or condition of this Agreement, including the Dispute Settlement Procedure.

42.4 Workplace Delegates Charter

42.4.1 Introduction

This charter provides guidance for workplace delegates in the carrying out of their representational responsibilities. It defines the expected behaviours of delegates and the commitment of the Ventia with respect to time off, education and associated matters.

42.4.2 Recognition of Role

The Ventia recognises that workplace delegates play an important role in representing the interests of fellow employees. Equally, workplace delegates must ensure they work positively to enhance the employer/Employee relationship.

42.4.3 Representational Activities

The Ventia will grant workplace delegates reasonable paid time off work to:

- Consult and speak with Employees about matters relating to their employment, such as a grievance or dispute;
- Where requested by an Employee, consult and confer with union officials;
- Consult with employer representatives, including participating in any consultation process outlined in this Agreement;

- Represent the interests of Employees with employer representatives; and
- Inform new Employees about membership of the union.

Where a workplace delegate needs to leave his/her work area in order to undertake activities consistent with those outlined above, he/she will first notify his/her immediate Supervisor. The workplace delegate will indicate the general nature of the business, the work area to be visited and the expected duration of the absence.

In all instances, the workplace delegate will strive to resolve any issues at the local level, consistent with the intent of the Dispute Settlement Procedure.

42.4.4 Behaviours

The Ventia and the Union are committed to providing a workplace relationship that is based on mutual respect. Workplace delegates will exhibit behaviour consistent with this approach. To be specific, it is expected that workplace delegates will:

- listen to issues raised by Employees and assist those Employees to resolve, where practicable, the matter with their direct Supervisor in the first instance, consistent with the Dispute Settlement Procedure;
- in dealings with Ventia representatives, represent Employees in a manner consistent with the intent and principles expressed in this charter;
- keep confidential any matters that involve individual Employees, unless the matter impacts on other Employees;
- in instances where a matter directly affects them, seek representation from another workplace delegate; and
- genuinely consider Ventia initiatives that are proposed to lead to a better, more efficient workplace and, where persuaded, promote and support such initiatives; they may also propose such initiatives, in consultation with the members they represent.

42.4.5 Facilities

The Ventia will provide all necessary facilities to assist workplace delegates in carrying out their responsibilities. Such facilities will include access to:

- telephone, facsimile and email facilities;
- photocopying facilities; and
- **meeting rooms in order to conduct meetings with an Employee as necessary.**

42.4.6 Education

It is recognised that workplace delegates will benefit from training for their role. Accordingly, subject to the provisions of this clause, the Ventia will provide up to 5 days' paid training time each calendar year (not cumulative) for a workplace delegate to attend courses conducted by the relevant union or another training provider with the intention of providing skills and competencies that will assist that workplace delegate to perform their responsibilities. This

includes contributing to the prompt resolution of disputes and or grievances in the workplace.

The granting of such leave will be subject to the Ventia being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Ventia commits to not using this subclause to avoid any obligation to provide leave.

Workplace delegates released for training under this clause will be paid ordinary time earnings, including any applicable shift loading.

All expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending a training course will be the responsibility of the workplace delegate or the Union.

The Ventia will grant such leave on a reasonable basis and not provide such leave where the number of workplace delegates is considered (by the Ventia) to be excessive. By way of guidance, it is expected that there will be a maximum of three delegates for the Union at any one site.

As the release of the workplace delegate is a cost to the Ventia, the Ventia reserves the right to be informed of the nature of the training and the workplace delegates observations of it. Further, the Ventia will conduct a short education session for all new delegates in order to provide information about the Ventia, the contract with the Commonwealth and Ventia expectations of workplace delegates.

42.4.7 Enterprise Bargaining Negotiations

The Ventia respects the right of workplace delegates to be involved in negotiations for new collective agreements. Notwithstanding this, as this Agreement is a national agreement, the parties will, prior to negotiations for a replacement agreement commencing, agree:

- upon the dates, times and venue for negotiations; and
- the number of workplace delegates who will attend and from what geographical areas.

As a general principle, it is expected that workplace delegates from the State or Territory where the negotiations are being held will attend, while workplace delegates from other States or Territories will only attend in exceptional circumstances, as agreed between the Ventia and the Union.

The Ventia will ensure that workplace delegates are given adequate time to participate in national teleconferences with union officials, for the purposes of being updated on negotiations, and then adequate time to report back to Employees at their site.

43. POSTING OF THE AGREEMENT

Each EmployeeEmployee will be provided with a copy of this Agreement and a copy will be displayed by VentiaVentia in places which are conveniently accessible to EmployeeEmployees.

44. NOTICE BOARD

VentiaVentia will permit a notice board to be erected in each establishment or section to facilitate communication between EmployeeEmployees and workplace delegates.

45. DEDUCTION OF UNION FEES

Where written authority is provided by the Employee, Ventia will deduct Union membership fees from the Employee's wages and remit them, along with a schedule of such contributions, to the Union at monthly intervals.

46. RIGHT OF ENTRY

An official of the Union may enter premises in accordance with Part 3-4 of the *Fair Work Act 2009* (Cth), which deals with right of entry.

47. RIGHT TO DISCONNECT

Refer to the relevant rights and obligations associated with the right to disconnect as set out in the Award NES for the rights and obligations associated with a casual Employee converting to permanent employment in accordance with Division 4 of Part 2-2 of the FW Act as amended from time to time.

ATTACHMENT 1

TABLE 1 – CLASSIFICATIONS & Wage RATES: Full-Time (76-hour) Fortnightly Base Wages

Classification Level	Current Rates DMSS EA2019 (prior to operation date)	*Commencement Rates DMC EA2024
C13	\$2,124.46	\$2,226.22
C12	\$2,294.93	\$2,404.86
C11	\$2,405.34	\$2,520.56
C10	\$2,588.54	\$2,712.53
C9	\$2,715.39	\$2,845.46
C8	\$2,843.41	\$2,979.61
C7	\$2,971.46	\$3,113.79
C6	\$3,232.16	\$3,386.98
C5	\$3,500.01	\$3,667.66



TABLE 2 – ALLOWANCES


Allowance Item	Clause REF:	Frequency	Current Rates DMSS EA2019 (prior to operation date)	*Commencement Rates DMC EA2024
Officer In Charge	20.8	per hour, all purpose	\$5.66	\$5.93
Leading Hand <i>(3 to 10 Employee)</i>	20.4	per hour, all purpose	\$1.49	\$1.56
Leading Hand <i>(11 to 15 Employees)</i>	20.4	per hour, all purpose	\$2.22	\$2.33
Maintenance Disability	21.1	flat hourly	\$1.10	\$1.15
First Aid Officer	21.2	flat weekly	\$19.68	\$20.62
Standby	25.5.4	flat payment	\$82.01	\$85.94
Overtime Meal	25.7.1	per occasion	\$14.78	\$15.49

* **Commencement Rates** (Wages and Allowances) have been determined on the basis of a 4.79% increase applying from 1 July 2024.

Commencement Rates will be payable from the first full pay period occurring on/after the date this Agreement commences operation.

ATTACHMENT 2

Signed for and on behalf of Ventia Australia Pty Ltd	
Name	DEREK OSBORN
Signature	
Date	22/11/2024
Address	167 CREMORNE STREET, CREMORNE, VIC, 3121
Explanation of this person's authority to sign the Agreement	GROUP EXECUTIVE, DEFENCE AND SOCIAL INFRASTRUCTURE
Witness name	LAUREN QUINN
Witness Signature	

Signed for and on behalf of Ventia Employees	
Name	SAM KRIEGER
Signature	
Date	21-11-2024
Address	1314 JOHN WARD WAY AMBERLEY IPSWICH QLD 4306
Explanation of this person's authority to sign the Agreement	ELECTED NON UNION DELEGATE FOR AMBERLEY SITE
Witness name	MOSTYN WILLIAMS
Witness Signature	