



# DECISION

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

**Ventia Australia Pty Ltd**  
(AG2024/816)

## **VENTIA (AIRTRAIN MAINTENANCE) ENTERPRISE AGREEMENT 2023**

Rail industry

COMMISSIONER CIRKOVIC

MELBOURNE, 27 MARCH 2024

*Application for approval of the Ventia (Airtrain Maintenance) Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Ventia (Airtrain Maintenance) Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ventia Australia Pty Ltd (the Employer). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] On the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

[4] The Australian Rail, Tram and Bus Industry Union (ARTBIU) being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 27 March 2024 and, in accordance with s 54, will operate from 3 April 2024. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE523967 PR772770>

# **VENTIA (AIRTRAIN MAINTENANCE) ENTERPRISE AGREEMENT 2023**

1.	TITLE.....	4
2.	APPLICATION AND INCIDENCE OF AGREEMENT .....	4
3.	PARTIES BOUND.....	4
4.	MODERN AWARD.....	4
5.	TERM OF OPERATION.....	4
6.	NO FUTURE CLAIMS.....	4
7.	NATIONAL EMPLOYMENT STANDARDS .....	4
8.	DEFINITIONS (FOR THE PURPOSES OF THIS AGREEMENT) .....	5
9.	BEST PRACTICE .....	6
10.	DISPUTE SETTLEMENT PROCEDURE .....	7
11.	EMPLOYEE INDUCTION .....	8
12.	CONTRACT OF EMPLOYMENT .....	8
13.	TERMINATION OF EMPLOYMENT.....	9
14.	HOURS OF WORK.....	11
15.	SHIFT WORK .....	11
16.	MEAL BREAKS .....	13
17.	REST PERIOD .....	13
18.	OVERTIME.....	13
19.	PUBLIC HOLIDAYS.....	16
20.	ANNUAL LEAVE.....	17
21.	PERSONAL LEAVE (SICK/CARERS LEAVE) .....	19
22.	COMPASSIONATE LEAVE .....	21
23.	LONG SERVICE LEAVE.....	21
24.	JURY SERVICE.....	21
25.	PARENTAL LEAVE .....	22
26.	SAFETY AND OCCUPATIONAL HEALTH.....	23
27.	CLOTHING AND PROTECTIVE EQUIPMENT .....	23
28.	WORKERS COMPENSATION.....	24
29.	APPRENTICES .....	24
30.	COUNSELLING AND DISCIPLINARY ACTION .....	25
31.	CONSULTATIVE COMMITTEE (INCORPORATING OH&S; CIP) .....	26
32.	AMENITIES .....	26
33.	EMPLOYEE WORKPLACE REPRESENTATIVE (EWR) .....	26
34.	SUPERANNUATION .....	26

35.	REDUNDANCY .....	27
36.	FLEXIBILITY.....	28
37.	CONSULTATION ON MAJOR WORKPLACE CHANGE.....	29
38.	WAGE RATES.....	33
39.	ALLOWANCES.....	34
40.	SIGNATORIES TO AGREEMENT .....	37

## 1. TITLE

This Agreement shall be known as the: Ventia (Airtrain Maintenance) Enterprise Agreement 2023

## 2. APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply to Employees of Ventia, engaged on maintenance work (as defined) at the Brisbane Airport Rail Link - QLD and associated networks. For clarity, this Agreement does not cover Managerial, Supervisory or Office Administration roles.

## 3. PARTIES BOUND

The parties covered by this Enterprise Agreement are:

- a) All Employees of the Company who are from time to time engaged in any occupation/classification/level listed in clause 38 of this Enterprise Agreement;
- b) The Company/Ventia Australia Pty Ltd.
- c) The organisation of employees being the Australian Rail Tram and Bus Industry Union – RTBU - Qld

## 4. MODERN AWARD

- a) The Modern Award underpinning this Enterprise Agreement for the purposes of the Better Off Overall Test (BOOT) is the Rail Industry Award 2020 (Modern Award).
- b) The Modern Award, as varied from time to time, is incorporated into this Agreement, provided where there is any inconsistency between this Enterprise Agreement and the Modern Award, the terms of this Enterprise Agreement shall prevail to the extent of any inconsistency.
- c) This Enterprise Agreement replaces its predecessor Enterprise Agreement.

## 5. TERM OF OPERATION

This Enterprise Agreement shall operate from 7 days after its date of approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2026.

## 6. NO FUTURE CLAIMS

Up to the nominal expiry date of this Enterprise Agreement, this Agreement covers all matters or claims which could otherwise be the subject of protected industrial action under the Fair Work Act 2009.

## 7. NATIONAL EMPLOYMENT STANDARDS

Nothing in this Enterprise Agreement will disadvantage Employees against the terms of the National Employment Standards (NES). This Agreement will be read and interpreted in conjunction with the NES. For the avoidance of any doubt, where there is inconsistency

between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

## 8. DEFINITIONS (FOR THE PURPOSES OF THIS AGREEMENT)

**The Company** means Ventia Australia Pty Ltd.

**The Employer** means Ventia Australia Pty Ltd.

**Employee** means, unless otherwise stated, a Ventia Australia Pty Ltd Employee.

**Site** means any of the Company's or Airtrain's premises, property, locations, establishments, and infrastructure associated with the Brisbane Airport Rail Link.

**Maintenance Work** means all or any electrical, mechanical, or associated signaling work, including work to repair, replace, maintain, service, install all or any property, plant, buildings, equipment, including but not limited to: Stations, tracks and all or any other infrastructure associated with Brisbane Airport Rail Link and associated operations.

**Week** means that period of time commencing 12.00 Midnight Sunday and ending 12.00 Midnight on Sunday seven (7) days hence.

**Ordinary Hours** means 38 hours per week, or as varied pursuant to Clause 14 and 15 of this Agreement. Ordinary pay, ordinary rates, ordinary time shall have corresponding meanings.

**Shift worker** shall be defined by the definition in the National Employment Standards and any and all leave allocations shall be in compliance with NES and the Fair Work Act 2009.

**Casual Employee** has the meaning given by the Fair Work Act 2009.

An **immediate family member** is a:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling,

of the employee; or

- a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

A household member is any person who lives with the employee.

## 9. BEST PRACTICE

(a) The parties agree that Best Practice is simply a 'better way' of doing things - it is a process of constantly changing and adapting to new pressures and work methods. Best Practices are not fixed. It is the method of operation to achieve exemplary levels of performance. Best Practices are not restricted to an examination of cost, but also include quality and timely completion of work in a safe and efficient manner.

(b) The Best Practices Program includes:

- (a) Understanding and measuring Customer and/or Client needs.
- (b) Multi skilled workforce.
- (c) Flexible workforce, committed to change (working hours, elimination of demarcation).
- (d) Employee involvement.
- (e) Provision of healthy and safe working environment and work practice.
- (f) The achievement of excellence through continuous improvement.

(c) Efficiency and Quality

The parties are committed to continuously improving efficiency and quality of work and as a consequence the following arrangements will be adopted:

- A. Efficient Safe Working Practices and Active Safety Programs - consistent with our goal of zero injuries.
- B. Skills Enhancement - to develop/extend an employee's skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the Employees' competence so he/she can ideally perform the whole task.
- C. Promotion of Industrial Harmony - by combining effective grievance resolution, consultation with and involvement of Employees about their work and good management practices to prevent all disputation.
- D. Flexible Assignment - where the Company may utilise an Employee on any task that is within the Employees competence and qualifications consistent with relevant statutory requirements and our duty to provide a safe and healthy work environment.



## 10. DISPUTE SETTLEMENT PROCEDURE

(a) It is an express condition of this Agreement that continuous operations and work flow be maintained without bans, limitations or stoppages of work. This shall apply whether the matter in dispute relates to

(i) a matter arising under this Agreement; or

(ii) the National Employment Standards; or

(iii) Site Employment

In order to comply with this provision, the parties acknowledge that it is a fundamental requirement that this clause be observed in its entirety.

(b) Procedure:

- A. An Employee may appoint a representative of their choice for the purposes of this dispute settlement procedure.
- B. The grievance or dispute shall, in the first instance, be pursued between the Employee or Employees concerned and the immediate Supervisor.
- C. If the matter is not resolved, then discussion may be conducted with the Contract Management or his nominee and the Employee the Employee.
- D. If the matter is still not settled, a conference may be held between the Employee and the Company's Employee Relations Manager or his appointed nominee.

(i) If the matter cannot be settled by a conference between the parties, a party to the dispute may refer the matter to the Fair Work Commission which shall first endeavour to resolve the issue between the parties by conciliation.

(ii) If the conciliation process fails to resolve the matter, either party may refer the issue for Arbitration which will allow the Fair Work Commission to settle the matter in accordance with the relevant rules of the Fair Work Act 2009. Any decision or binding outcome of the Fair Work Commission must be consistent with the Fair Work Act 2009.

(iii) Reasonable time limits shall be allowed for the completion of the various stages of the discussions to take place.

No party shall be prejudiced simply by the fact that work continued whilst these procedures are being followed.

While the parties are trying to resolve the dispute using the procedures in this term an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety;

and an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

## 11.EMPLOYEE INDUCTION

- (a) All new Employees before commencing work with the Company will attend and successfully complete a Site Induction Program (SIP) which will explain various workplace matters, including but not limited to, the importance of following the application of Clause 10 and other responsibilities of this Agreement.

## 12.CONTRACT OF EMPLOYMENT

- (a) Full time Employment

A Full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

- (b) Part Time Employment

A. Employee/s may be engaged (by written agreement) to work on a part-time basis involving a regular pattern of hours (i.e., set hours, set days as prescribed within the relevant roster) which shall average less than 38 hours per week. Agreement entitlements shall apply on a pro-rata basis to part-time Employees.

B. Where the Company requires a part-time Employee to transfer from one roster arrangement to another as a means of filling a vacancy due to absenteeism, then no overtime penalties will apply where such Employee has been afforded 24 hours' notice of such transfer.

- (c) Casual Employment

A. Casual Employees may be employed at any time for periods of engagement of not less than 4 hours excepting in circumstances where the casual Employee is replacing an Employee whose working hours are less than 4 hours per day.

B. A casual Employee for working ordinary time, shall be paid per hour worked one thirty-eighth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty-five (25) per cent. The loading is in lieu of annual leave, sick leave, public-holidays, severance, and other paid leave entitlements.

- (d) Fixed Term Employment

Certain circumstances may prevail where full-time or part-time Employee/s may be employed on a fixed term or fixed task basis.

- (e) Probationary Period

All Employees are required to serve an initial six months probationary period.

(f) Timekeeping

A. The Company may select and utilise for time keeping purposes any fraction or decimal proportion of an hour (not exceeding six minutes) and will apply such proportion in the calculation of working time (including overtime) of an Employee.

B. Employees for time keeping or security/safety purposes may be required to use electronic time keeping (i.e. swipe card) devices. Such devices may also be used for requisitioning of tools, and any other reasonable means the Company may require the use of from time to time.

(g) Payment of Wages

A. Wages due will be paid by electronic funds transfer into the nominated bank or other financial institution account of the Employee. On commencement of the Agreement, after the approval of the Fair Work Commission, Employees will continue to be paid fortnightly and be available no later than close of business on the Thursday following the end of the relevant pay period.

B. Details in written form outlining remuneration will be available to Employees where practicable, on each payday.

C. Recovery of overpayments - where it is proven that an overpayment of wages has occurred the overpayment will be recoverable where an employee has entered into a written arrangement with the Company setting out the amount and the number of weeks over which the overpayment will be recovered. Where no arrangement is agreed, then the Company will lawfully pursue the recovery of the overpayment.

D. Restoration of underpayments - where it is proven that an underpayment of wages has occurred equal to 7.6 or more hours, then the underpayment will be restored to the employee within 48 hours of the recognised pay day. Provided and only in the circumstances where the employee concerned has agreed, the underpayment can be restored in the next pay period.

E. An Employee whose service is terminated shall also be paid any wages or accrued entitlements in accordance with the relevant pay period as prescribed at clause 13. Provided, subject to the provisions of the FW Act, the Company may withhold monies due until Employee returns Uniforms supplied by the Company.

(h) Time and Wages Record

In accordance with statutory requirements, the Company shall keep or cause to be kept a time and wages book/records for each Employee.

(i) Drugs and Alcohol

It will be a condition of employment that each Employee will be required to abide by the Company's Drug and Alcohol Policy.

## 13. TERMINATION OF EMPLOYMENT

(a) Notice Period

In order to terminate the employment of an Employee, the Company shall give to the Employee the following notice:

<b><u>Employee's Period of Continuous Service</u></b>	<b><u>Period of Notice</u></b>
Not more than 1 year	at least 1 week
More than 1 year less than 3 years	at least 2 weeks
More than 3 years but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

ii. In addition to the notice in clause 13(a)A, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

iii. Payment in lieu of the notice prescribed in clause 13(a) and 13 ii shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

iii. In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had employment not been terminated, shall be used.

iv. The period of notice in this Clause shall not apply in the case of termination of casual Employees (in which case it will be no less than one hours' notice) or Employees engaged for a specific period of time or for a specific task/s.

For the purpose of this Clause, continuity of service shall be calculated as per the Fair Work Act.

(b) Termination of Employment by Employee

A. Employment is terminable by an Employee as prescribed at clause 13(a) I (provided by mutual agreement a lesser period may be acceptable).

B. If an Employee fails to give notice, the Company shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

(c) Statement of Employment

The Company on request will provide to the Employee a written statement specifying the period of employment and the classification and type of work performed.

(d) Instant Dismissal

Notwithstanding the provisions of sub-clauses clause 13(a) hereof, the Company will have the right to dismiss any Employee, without notice, for conduct that justifies instant dismissal. In such cases the wages shall be paid up to the time of dismissal only.

## 14. HOURS OF WORK

(a) Ordinary Hours (Day Work)

A. The ordinary hours of work shall be an average of 38 hours per week.

B. Subject to clause 14(a)E, the ordinary hours of work may be worked across any day(s) of the week from Monday to Friday

C. The ordinary hours of work prescribed herein shall be worked between the hours of 5.00am to 7.00pm Monday to Friday.

D. By agreement between Company and a majority of the affected Employees, the ordinary working day may exceed 8 hours per day but no greater than 12 hours per day where a compressed roster or RDO arrangement is agreed.

E. Where a 7 day weekly roster arrangement is implemented from Monday to Sunday then the provisions of subclause 15 (e) of Clause 15 will apply insofar as any payments for working ordinary hours worked on Saturdays, Sundays or Public Holidays are concerned.

## 15. SHIFT WORK

(a) Definitions: For the purposes of this clause:

Afternoon Shift means any shift finishing after 6.00 pm and at or before midnight.

Night Shift means any shift finishing after midnight and at or before 6.00 am.

Rostered Shift means a shift of which and the Employee concerned has had at least 48 hours' notice.

(b) Hours - Shift Work

A. This sub-clause shall apply to all shift workers. The ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the Company may require:

B. A shift shall consist of not more than 12 hours inclusive of crib time.  
Provided that:

- i. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 hours on any shift the arrangement of hours shall be subject to agreement between the Company and the majority of Employees; and
- ii. By agreement between the Company and the majority of Employees, ordinary hours not exceeding 12 hours on any day may be worked.

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

D. 30 minutes shall be allowed to shift workers each 8-hour shift for crib time which shall be counted as time worked. No shift worker shall work more than 6 hours without a break for a meal.

(c) Variation by Agreement

Subject to the terms of Clause 15, the method of working Days/Shifts/Hours may in any case be varied by agreement between the Company and the majority of Employees concerned. Provided that where no agreement is reached then 7 days' notice of alteration may be given by the Company.

(d) Afternoon or Night Shift Allowances

A. Afternoon:

Subject to the provisions of this clause, where the majority of an Employee's ordinary working hours on any shift fall between 6:00pm and 12:00 midnight the Employee for his/her hours worked during that shift would be eligible to be paid at a rate 15% higher than his/her ordinary time rate

B. Night Work:

Subject to the provisions of this clause, where the majority of an Employee's ordinary working hours on any shift fall between 12:00 midnight and 06:00am, the Employee for his/her hours worked during that shift would be eligible to be paid at a rate 20% higher than his/her ordinary time rate

(e) Saturday/Sunday/Public Holiday Shifts

A. Saturday Shift

The minimum rate to be paid to a shift worker for ordinary hours worked between 12:00 Midnight on Friday and 12:00 midnight on Saturday shall be time and a half ordinary time rates. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed in clause 15(d).

B. Sunday Shift

The minimum rate to be paid to a shift worker for ordinary hours worked between 12:00 midnight on Saturday and 12:00 midnight on Sunday shall be double ordinary time rates. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed at clause 15(d).

C. Public Holiday Shift

The minimum rate to be paid to a shift worker for ordinary hours worked on a Public Holiday shall be double and one half ordinary time rates. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed in sub-clause clause 15(d).

(f) Rosters

A. Rosters shall specify the commencing and finishing times/days of ordinary working hours/days of the respective shifts.

B. Where practicable, rosters will be posted 7 days in advance.

C. Generally, rosters will provide eligible Employees with a minimum of 2 consecutive days off over each roster cycle. Provided no roster cycle will require an Employee to work more than ten consecutive ordinary working days.

(g) Overtime

A. Subject to the provision of this clause, 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 shall be paid at double ordinary time rates or double- and one-half ordinary time rates for public holidays, for overtime hours or part thereof actually worked.

B. Except in each case when the time is worked:

- i. By arrangement between the Employees themselves; or
- ii. For the purpose of effecting the customary rotation of shifts.

## 16. MEAL BREAKS

(a) Day workers shall be entitled to an unpaid meal break of 30 minutes duration. Such meal break shall be taken between the fourth and sixth hours from the daily commencement time of the Employee/s concerned ordinary hours. Where a meal break is not taken as prescribed then overtime rates will apply until such time a meal break is taken.

(b) To allow for continuity of work, meal breaks may be staggered.

## 17. REST PERIOD

Where an Employee's continuous period of ordinary working time is to be 4 hours or more, an Employee will be entitled to a paid rest period of 15 minutes duration. Such rest period will be taken in the first half of the day / shift and will be taken at a time which will not unreasonably interfere with the continuity of work.

## 18. OVERTIME

(a) Payment for Working Overtime

A. For overtime hours worked outside ordinary hours on Monday to Friday, the rates of pay shall be time and a half ordinary time rates for the first three hours, and double ordinary time rates thereafter until the completion of the overtime work.

B. Except as provided in this sub-clause or clause 18(c) in computing overtime, each day's work shall stand alone.

C. For the purposes of this clause ordinary hours shall mean the hours worked in accordance with clause 14 or 15 of this Agreement.

D. The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.



(b) Requirement to Work Reasonable Overtime

A. The Company may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement.

Overtime shall be based on specific work requirements and the practice of "one in, all in" will not apply.

(c) Rest Period After Overtime

A. When overtime work is necessary it shall wherever reasonably practicable be so arranged that Employees have at least 10 consecutive hours off duty between the work on successive days.

B. An Employee (other than a casual Employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

D. The provisions of this sub-clause shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:

- i. For the purpose of changing shift rosters; or
- ii. 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
- iii. Where a shift is worked by arrangement between the Employees themselves.

(d) Call Back

A. An Employee recalled to work overtime after leaving the site shall be paid for a minimum of 4 hours work at the appropriate rate. Provided that, except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full 4 hours as the case may be if the job, they were recalled to perform is completed within a shorter period. This sub-clause shall not apply where the overtime is continuous with the completion or commencement of ordinary working time.

B. Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purpose of 18 (c) of this clause when the actual time worked is less than 3 hours.

(e) Saturday, Sunday, Public Holiday Work



A day worker required to work overtime on a Saturday, Sunday, Public Holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

A. Saturday Overtime

Other than for shift workers, overtime hours worked on Saturday shall be paid for at the rate of time and one half ordinary time rates for the first three hours and double time thereafter.

B. Sunday Overtime

Overtime hours worked on a Sunday shall be paid for at the rate of double ordinary time rates.

C. Public Holiday Overtime

In lieu of all other entitlements as prescribed by this Agreement overtime hours worked on a Public Holiday shall be paid for at the rate of double and one half ordinary time rates.

(f) Crib Time

A. An Employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked provided the Employee continues working after such crib time.

B. Where a day shift worker is required to work overtime on a Saturday, the first prescribed crib time shall be between 10.00 am and 1.00 pm and shall be paid at the applicable overtime rate.

C. Where an Employee is required to work overtime immediately following the cessation of their ordinary hours and the period of overtime is more than one and a half hours, an Employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the applicable overtime rate. The Company and Employee may agree to any variation of this provision to meet the circumstances of the work in hand.

(g) Meal Allowance

A. An Employee required to work overtime for more than two hours without being notified on the previous day, or earlier, shall either be supplied with a meal by the Company or paid the applicable meal allowance for the first meal break and each subsequent meal break falling during the overtime.

B. Unless the Company 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), the Company shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed. If an Employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, they shall be paid as above prescribed for meals which they have provided but which are surplus.

(h) Standing By

A. Where the Company specifically requests an Employee to be on stand-by, then such Employee whilst on stand-by will receive the following additional payment:

Monday to Friday: One (1) hour per day

Saturday, Sunday or Public Holiday: Two (2) hours per day

The Company acknowledges that for the purposes of meeting Track Access Safety Requirements, where an employee is the nominated stand-by person then one other nominated maintenance employee shall also be available to attend and shall be paid the applicable payment for standing by.

B. The above payments will be in addition to any other entitlements the Employee would receive if the Employee is required to attend work via a call-out arrangement.

(i) Time Off in Lieu of Payment of Overtime

A. An Employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

B. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate i.e. one hour for each hour worked.

C. The Company shall if requested by an Employee, provide payment at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph 18 (i) A of this sub-clause where such time has not been taken within 12 weeks of accrual.

Where an Employee is required to use his/her own private vehicle to facilitate improved response times on Standing By or Call Back requirements at the request of the Company, the Company will pay to the Employee a per kilometer rate as the Australian Tax Office Motor Vehicle expense calculation and the employee will be required to provide evidence of distance travelled.

## 19. PUBLIC HOLIDAYS

(a) Prescribed Public Holidays

Subject to the terms of this Agreement each Full-Time and Part-Time Employee will be entitled, without loss of ordinary pay, to Public Holidays as follows:

New Year's Day	Anzac Day
Australia Day	Show Day (Brisbane)
Good Friday	Labour Day
Easter Saturday	Easter Monday
Easter Sunday	King's Birthday
Christmas Day	Boxing Day

Christmas Eve (6pm - midnight)

or other such day as is generally observed in Queensland as a substitute for any of the above days.

(b) For the purpose of this Agreement

A. For the purpose of identifying qualifying payment dates, public holidays shall be observed on the day they fall. Any additional days gazetted by State or Federal legislature shall be observed on the day nominated.

B. Employees rostered off on public holidays have the option of either receiving payment for the day at ordinary rates for their normal rostered hours or be credited a holiday in lieu thereof to be taken at a time mutually agreed between the company and employee.

C. Employees on leave on public holidays shall receive payment for the day at ordinary rates instead of leave payments and the day will not be deducted from their leave accrual.

D. Consistent with the NES, if a part-time employee does not have ordinary hours on a public holiday, the employee is not entitled to be paid for an absence on that holiday.

## 20. ANNUAL LEAVE

With respect to provisions in this agreement relating to annual leave, personal/carer's leave, and compassionate leave, where there is inconsistency between this agreement and the National Employment Standards, and the National Employment Standards provides greater benefit, the National Employment Standards provision will apply to the extent of the inconsistency.

(a) Period of Leave

For each year of service with the Company, a Full-Time Employee is entitled to the following amount of paid annual leave:

Description	Amount of Annual Leave
Day Workers	4 weeks (152 hours)  Based on a standard 38-hour week
Shift Workers	5 weeks (192 hours)  Based on a standard 38-hour week

For the purposes of the above entitlement, a Shift Worker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays, consistent with clauses 2 and 22 in the Modern Award.

A Part-Time Employee receives a pro rata entitlement.

An Employee's Entitlement to annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

(b) Annual Leave is exclusive of Public Holidays

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

(c) Payment on Termination

A. If the employment of any Employee is terminated for any reason by either party, the Company will pay to the Employee any accrued annual leave.

B. Annual leave payments on termination will be as prescribed at clause 20(f).

(d) Period of Notice prior to taking Annual Leave

Period of Notice prior to taking Annual Leave

Where the Company requires an employee to take annual leave during a close down period or where the employee has accrued an excessive amount of annual leave, the Company shall give the employee no less than one months' notice prior to commencement of the annual leave period. A lesser notice period can be agreed between the parties.

In circumstances where the Employee requests to take annual leave during the roster period, the Employee will be required to give two weeks notice or by agreement, a lesser period.

(e) Cashing Out of Annual Leave

An Employee with more than 4 weeks' annual leave accrued may submit a request in writing to management to cash-out a portion of their accrued annual leave, provided that:

A. Where management agrees to the request, the Employee's annual leave accruals will be reduced by the amount of leave cashed out.

B. The Employee must be paid the full amount that would have been payable to the Employee, had the Employee taken the leave that he or she has now forgone.

C. The Company and the Employee must enter into a separate agreement in writing each time annual leave is cashed out.

D. The Employee's remaining accrued entitlement to paid annual leave cannot be less than 4 weeks.

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

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

All Employees - In no case shall the payment by the Company to an Employee be less than the sum of the following amounts:

The Employee's ordinary "all-purpose" wage rate as prescribed by this Agreement (Appendix 'A') for the period of Annual Leave (excluding shift premiums and weekend penalty rate)

(g) Annual Leave Loading (20%)

An Employee who proceeds on Annual Leave shall receive a loading of 20% calculated on the total amount of Annual Leave Pay. The loading shall also apply to any proportionate leave. Provided also, that any leave paid out under clause 20(c), then such 20% loading will apply.

(h) Taking Leave

Annual leave may be taken in one or more periods by agreement between the Company and Employee/s concerned.

(i) Calculation of Continuous Service

Continuous Service shall be as per the Fair Work Act (2009) section 22

## 21. PERSONAL LEAVE (SICK/CARERS LEAVE)

Personal Leave is accrued in accordance with the NES. Personal Leave can be taken by employees:

- (a) if the employee is not fit for work because of a personal illness or personal injury; or
- (b) if the employee is providing care or support to a member of their immediate family or a member of their household who requires care and support due to a personal illness or personal injury or an unexpected emergency affecting that person.

Paid Personal Leave is cumulative and paid at the employee's ordinary rate of pay. It applies to permanent and fixed-term employees. Casual employees are not entitled to paid Personal Leave.

The standard entitlement to paid personal leave is 10 days per annum for full-time employees. Part-time employees are entitled to pro rata of 10 days each year depending on their hours of work.

An Employee's entitlement to personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

A period of paid Personal/ Carer's Leave does not break an employee's continuity of service and counts as service for all purposes.

Unpaid Carer's leave

Up to two (2) days Unpaid Carer's Leave applies per occurrence for casual employees, or permanent employees who have exhausted their paid personal leave. Unpaid Carer's Leave can be taken in one continuous period of two (2) working days or in separate periods as agreed between the employee and their manager.

Notice and evidence personal leave (sick leave and carer's leave)

- (a) The employee must notify the Company of their absence as soon as possible and specify how long they expect to be off work.
- (a) If due to the seriousness of the illness or accident the employee is not able to make contact with the Company within the required time then in substitution, 24 hours' notice will be acceptable provided the Company is satisfied the seriousness for the delayed notification was justified.

The Company respects the rights of its employees to privacy with regards to personal medical information. The Company also acknowledges that it has a duty of care to provide a safe workplace for its employees. In support of this obligation, when an Employee notifies of an absence due to illness, the Company may ask if there is any consequential risk to other Employees and act accordingly.

The employee will provide certification in line with the following:

- For the first two (2) individual day/s off in any Personal / Carer's Leave year, certification is NOT required.
- Past this point where any part-day, day, or consecutive day thereafter in the same yearly period taken, certification will be required.
- In any circumstance whereby two (2) consecutive days are taken, certification will be mandatory.

The employee must provide their manager with a certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration. An employee who does not provide evidence on request may not be entitled to be paid for their sick or carer's leave

If any Employee is terminated by the Company and is re-engaged within a period of 6 months, then the Employee's unclaimed balance of personal leave will continue from the date of re-engagement.

Where at any time an Employee decides to cash out up to a maximum of five accrued Personal Leave days then the following will apply:

- A. The request from the Employee must be in writing;
- B. The Employee must always have no less than 15 Personal Leave days remaining in his/her accruals after the cashing out of any days;
- C. The request can be made once only in any 12 month period irrespective if the request is for less than 5 days;

- D. Any monies paid would be no less than the equivalent to the Employee's monetary entitlement had the Employee actually taken paid personal leave at the time the written request is made;
- E. Any claims paid will reduce the Employees accrued personal leave hours accordingly;

## 22. COMPASSIONATE LEAVE

An employee is entitled to two days of compassionate leave for each occasion ("permissible occasion") when a member of the employee's immediate family, or a member of the employee's household contracts or develops a personal illness that poses a serious threat to their life; or sustains a personal injury that poses a serious threat to their life; or dies.

- (b) The Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - A. to spend time with the member of the employee's immediate family or household who has contracted, developed or sustained the personal illness or personal injury; or
  - B. after the death of the member of the immediate family or household; or
  - C. after the stillbirth of a child in the Employee's immediate family or household; or
  - D. after the Employee or the employee's spouse or de facto partner, has a miscarriage.
- (c) If in the circumstances referred to in clause 22(b)B, the Employee travels outside of Australia to attend the funeral, the two day entitlement will be increased to three days.
- (d) The notice and evidence requirements in the NES apply.
- (e) Casual employees are entitled to unpaid compassionate leave in accordance with the NES.

## 23. LONG SERVICE LEAVE

Employees covered by this Agreement shall be entitled to long service leave in accordance with the Industrial Relations Act 2016 (Qld). The Act provides an entitlement to 8 and 2/3 weeks of long service leave after 10 years of continuous service. Employees may have an entitlement to receive a proportionate (pro-rata) payment of long service leave on termination of employment after completing 7 years continuous service.

- a. Taking of Long Service Leave:
  - A. The actual request by the Employee, or instruction by the Company, to take a period of Long Service Leave after 10 years continuous service can be by no less than 4 weeks written notice (or by a lesser period if mutually agreed).
  - B. All periods of LSL shall be no less than 5 days.



b. Payment for Long Service Leave:

- A. The applicable payment for the period of Long Service Leave taken will be at the Employees classified base hourly rate x hours actually taken.
- B. Example: Employee takes 2 x 38 hr weeks = 76 hours x hourly rate \$34.8468 = \$2,648.35
- C. Payment for LSL at the Employees option, can be paid at the commencement of the period of LSL or paid via the normal payroll cycles when the leave is taken
- D. Any Public Holidays falling during a period an Employee is actually taking paid LSL will be added to the paid period of LSL i.e. Employee is taking 10 LSL days and a public holiday falls Employee will be off for 11 paid days.

Where a dispute exists in respect to this Clause then in accordance with the provisions of Clause 10 Dispute Settlement Procedure, reference can be made to the Queensland Long Service Leave Legislation; as amended.

## 24. JURY SERVICE

A full-time Employee required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time he/she would have worked had they not been on jury service.

- (a) The Employee must notify the Company as soon as practicable of the date upon which they are required to attend for jury service and must provide the Company with proof of this attendance, the duration of such attendance and any amount received.

## 25. PARENTAL LEAVE

The provisions of this clause must be read in conjunction with Part 2-2 of Division 5 Parental Leave of the Fair Work Act 2009 (Cth) and the provisions of the Paid Parental Leave Act 2010 (Cth) as amended. In addition to the statutory entitlements, the company's parental leave provisions will apply.

## 26. FAMILY AND DOMESTIC VIOLENCE LEAVE

The paid family and domestic violence leave entitlements in the NES apply.

An employee experiencing family or domestic violence will have access to up to ten (10) days per year of paid family and domestic violence leave paid at the employee's ordinary wage rate prescribed in this Agreement to attend proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family or domestic violence.

Employees experiencing family or domestic violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.



An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of or perceived experience of family or domestic violence.

## 27. SAFETY AND OCCUPATIONAL HEALTH

- (a) The Work Health and Safety Act 2011, and the Rail Safety National Law (Queensland) Act 2017, their amendments and regulations, will apply. Where practicable, a safety committee will be formed and operate in accordance with the abovementioned Act.
- (b) It is recognised that the Company is responsible for the safety of the workforce, irrespective of whether work is carried out by Employees or by subcontractors, but this does not remove any obligation, for proper safety practices to prevail at all times. Safety is everyone's business.
- (c) In order to clarify obligations under the Work Health and Safety Act, 2011 and the Rail Safety National Law (Queensland) Act 2017 so as to reduce the degree of accidents or near misses it is agreed that where a safety problem exists, Employees shall not leave the site, but shall remain in the facilities provided or some other safe area whilst the procedures as outlined at clause 27 (d) are undertaken.
- (d) Procedures
  - A. Immediate management inspection shall take place to identify what needs to be done in the area(s) where the safety problem exists.
  - B. Immediately rectify the safety problem
  - C. Once the safety problem has been rectified, work can resume.
  - D. Resumption of work shall take place in stages, certified as safe.
  - E. If in any circumstance after the procedures at a) b) c) d) hereof have been followed and a dispute situation has developed, then such a dispute shall be followed in accordance with Clause 10 of this Agreement.

## 28. CLOTHING AND PROTECTIVE EQUIPMENT

- (a) General/Identification

Each Employee will be issued with appropriate uniforms, safety footwear or protective clothing under the following terms:

- A. The Employee must wear the uniform or protective clothing and safety footwear whilst on duty.
- B. It is the responsibility of Employee's to wash and maintain the uniform in a neat and clean condition.
- C. Clothing issued will be identified by a Company logo and as such, must be returned on termination of the contract of employment. Provided where appropriate uniforms are not

returned then, subject to the provisions of the Fair Work Act, the Company can withhold equivalent payments until such times as the items are returned.

(b) Protective Footwear/Clothing Issues

The following protective items will be supplied upon commencement of employment and will be replaced on a fair wear and tear basis thereafter:

- A. One (1) set of Safety footwear where required; plus
- B. Four (4) sets of Combination Overalls; or
- C. Four (4) sets of Long Trousers and Long Sleeved Shirts, plus
- D. One (1) Jumper (pullover).

Where necessary, the Company will supply wet weather gear and any other appropriate safety gear/equipment.

(c) Reimbursement

Any Employee, who terminates his/her employment within a period of three months of being issued with protective footwear or clothing will reimburse the Company the following proportion of the purchase costs of the footwear or clothing issued:

- A. After one month - two thirds of cost
- B. After two months but less than 3 months - one third of cost

This does not apply if the Employee on termination returns his/her clothing and footwear to the Company.

(d) Compliance:

- A. Where an individual who has been issued with required uniforms or protective safety equipment is found not to be wearing same on the job then such Employee shall be counselled
- B. Further infractions in relation to the non-wearing of the uniforms protective safety equipment shall result in the individual being required to show cause why the said individual should not be removed from the job.

## 29. WORKERS COMPENSATION

In areas of workers compensation, rehabilitation to the standards of the relevant Queensland Worker's Compensation legislation will apply.

## 30. APPRENTICES

(a) When at any time the Company has a need to enter into a contract of training with a person within the coverage of clause 39, the apprenticeship and training shall be in accordance with the relevant Queensland apprentice and trainee legislation.

(b) Wage Rates

The minimum weekly wage for a trades apprentice shall be derived by applying the relevant yearly percentage (%) from the base tradespersons rate as shown in clause 39 of this Agreement. There shall be no variation to rates of pay based on age.

Year	Percentage
First year	55%
Second year	65%
Third Year	75%
Fourth year	88%

(c) Conditions of Employment

Apprentices shall receive conditions of employment no less than those applying under the terms of this Agreement. Provided that any apprentice employed under this agreement will be paid such that their hourly rate exceeds the minimum laid out by the Rail Industry Award 2020 and will not be worse off under the BOOT as per the Rail Industry Award 2020.

(d) Termination and/or Redundancy

The provisions of Clause 13 shall have application to apprentices employed under this agreement during their period of apprenticeship.

### 31. COUNSELLING AND DISCIPLINARY ACTION

- a) (a) Where it is recognised that an employee is demonstrating behaviours that may be impacting on their work performance, attendance, or conduct, then the employee will be offered counselling. The counselling process may include referral to an outside agency via the Company's Employee Assistance Program.
- b) Subject to the degree of the issue at hand, in the first instance the Employee's Supervisor will formally discuss the issues with the employee. This will be recognised as the initial counselling session.
- c) Where after the initial counselling session the employee shows no signs of improvement, then the company disciplinary policy and procedures will apply.
- d) In any situation where the manager is to meet with an employee on a disciplinary matter, the employee is entitled to request that a support person be present. Employees will receive at least 24 hours' notice to attend a disciplinary information gathering or outcome meeting, unless otherwise requested by the Employee to deal with the matter early. Employees are entitled to a support person of their choice for disciplinary meetings and management will not unreasonably refuse to reschedule meetings so the Employee's nominated support person can attend. Notwithstanding the company's obligations to the client to maintain safe station operations may extend the notice period.

- e) Instant Dismissal: Nothing in this clause shall deny the Company its rights to dismiss an employee without notice for any conduct, action or otherwise that justifies instant dismissal and in such cases wages shall be paid up to the time of dismissal only.

### **32. CONSULTATIVE COMMITTEE (INCORPORATING OH&S; CIP)**

- (a) To assist in creating a stable and cooperative working relationship one consultative committee across the business consisting of 4 members (2 Employee, 2 management) will be established.
- (b) Functions of the Committee are but not limited to:
- Development of customer service improvement programs;
  - Consult and consider efficient means to improve communications, safety and quality assurance;
  - Increase understanding of the objectives and plans of the Company;
  - Manage the ongoing implementation of consultative mechanisms and procedures to increase efficiency, productivity and competitiveness;
  - Identify problems and work cooperatively to develop solutions;
  - Promote industrial/Employee relations through consultation; Contribute to and monitor the development and application of the Skills, Competency and Position Descriptions that underpin the classification structure of this Agreement.

### **33. AMENITIES**

- (a) The Company will provide amenities that meet standards in accordance with relevant statutory requirements. Employees will ensure that amenities are kept clean and presentable.
- (b) Any area of concern relating to amenities will be progressed by the Consultative Committee.
- (c) The Company will provide general car parking facilities within the precincts of the Brisbane Airport for the use of Employees during their rostered working hours. The parking area provided will be at no cost to the Employee/s.

### **34. EMPLOYEE WORKPLACE REPRESENTATIVE (EWR)**

Where the Employees covered by this Agreement elect an EWR the Company may allow the EWR approved paid time during working hours that is considered reasonably necessary to carry out functions associated with his/her role. Provided such functions involve relevant matters pertaining to this Agreement, the Modern Award, National Employment Standards, Statutory Provisions and are about matters pertaining to the Employer, Employee relationship.

### **35. SUPERANNUATION**

In accordance with the requirements of the Superannuation Guarantee Act, and the terms and conditions of the relevant superannuation fund trust deed, the Company will contribute

on behalf of each Employee, 11.0 % to a legitimate MySuper compliant fund nominated by the Employee. This value will increment in line with legislated requirements.

If the Employee does not choose a fund, the Company will make the contributions to the Employee's 'stapled super fund' as advised by the Australian Taxation Office. If the Employee does not have a 'stapled super fund', the Company will make the contributions to the Company's default super fund.

### 36. REDUNDANCY

(a) Redundancies occur when:

- A. The Company decides that it no longer requires the job done by the Employee to be performed by anyone,
- B. This does not result from ordinary and customary turnover of labour,
- C. This decision makes it necessary for the Company to retrench the Employee(s) (terminate his/her employment).

(b) Discussion Before Termination

- A. The Company will discuss with the Employee(s) affected and their representatives as soon as practicable after making a firm decision that a job is redundant and:
  - i. the reasons for the redundancy,
  - ii. any measures to avoid or minimise any adverse effects.
- B. The Company will also provide in writing all relevant information about the proposed terminations to the Employee(s) concerned.

(c) Transfer to Lower Paid Duties

An Employee transferred to lower paid duties as a result of their job becoming redundant shall be entitled to the same period of notice (or pay in lieu) as if their employment had been terminated. (This notice is set out in Clause 13.)

(d) Employees With Less Than One Year's Service

This clause shall not apply to Employees with less than 1 year's continuous service. The Company's general obligation should be no more than to give relevant Employee(s) an indication of the impending redundancy at the first reasonable opportunity and take reasonable steps to facilitate the Employee(s) obtaining suitable alternative employment.

(e) Employees Exempted

This clause shall not apply where an Employee is terminated for misconduct that has led to an instant dismissal, or in the case of casual Employees or apprentices.

(g) Severance Pay

- A. An Employee who is retrenched shall be entitled to the following severance pay in addition to the notice for ordinary termination set out in Clause 13.

Period of Continuous Service

Severance Pay

Less than 1 year	Nil
1 year and more, but less than 2 years	4 weeks' pay
2 years and more, but less than 3 years	7 weeks' pay
3 years and more, but less than 4 years	10 weeks' pay
4 years and more, but less than 5 years	12 weeks' pay
5 years and more, but less than 6 years	14 weeks' pay
6 years and more	16 weeks' pay

B. "Weeks' Pay" means the ordinary weekly all-purpose earnings (excluding overtime) for

the Employee concerned.

C. An Employee aged 45 or more will receive an additional loading of 25% to the above severance pay scale.

#### (h) Employee Leaving During Notice

An Employee who is to be retrenched may terminate their employment during the notice period. The employee would still be entitled to the same benefits and severance pay mentioned above, but not to pay in lieu of notice.

#### Time off During Notice of Termination

The Employee shall be allowed up to one day's time off without loss of pay during each week of notice to look for another job. An Employee who has been allowed more than one day's paid leave to seek another job during the notice period shall provide proof of attendance at an interview if the Company requests it. Otherwise, they shall not be paid for the absence. and may be asked to produce a Statutory Declaration

## 37. FLEXIBILITY

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

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

(c) If it is genuinely agreed by the Employee and the Company, the individual flexibility arrangement can deal with the following matter:

Arrangements for when work is performed; overtime rates; penalty rates; allowances; or leave loading.

(d) The Company must ensure that any individual flexibility arrangement made under this term:

- A. is about permitted matters under section 172 of the Fair Work Act 2009;
- B. does not contain a term which is an Unlawful Term or a Discriminatory Term as defined within the Fair Work Act 2009;
  - i. includes details of the terms of this Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
  - ii. states the day the arrangement is to commence;
  - iii. be in writing and signed by the Employer and Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
  - iv. can be terminated by either party by giving written notice of not more than 28 days; Or can be terminated at any time by the parties if they agree.

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

The Employer must ensure that any individual flexibility arrangement made with an Employee under 18 years of age, requires the approval or consent. of a parent or guardian to execute the agreement.

### 38. CONSULTATION ON MAJOR WORKPLACE CHANGE

The model consultation term as set out below is a term of this agreement.

#### **The Fair Work Regulations model consultation term**

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

#### **Major change**

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



(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

(5) As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant Employees:

A the introduction of the change; and

A the effect the change is likely to have on the Employees; and

A measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:

i. all relevant information about the change including the nature of the change proposed; and

ii. information about the expected effects of the change on the Employees; and

iii. any other matters likely to affect the Employees.

(6) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees

(7) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on Employees if it results in:

(a) the termination of the employment of Employees; or

(b) major change to the composition, operation or size of the Company's workforce or to

the skills required of Employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain Employees; or

(f) the need to relocate Employees to another workplace; or



- (g) the restructuring of jobs.

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

- (10) For a change referred to in paragraph (1)(b):

- (a) the Company must notify the relevant Employees of the proposed change; and
  - (b) subclauses (11) to (15) apply

- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

- (13) As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the Company reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that the Company reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

- (14) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- (15) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

- (16) In this term: relevant Employees means the Employees who may be affected by a change referred to in Subclause (1).



## APPENDIX 1: Wage Rates, Classifications and Allowances

### 39. WAGE RATES

(a) Occupational/Classification/Levels

This Agreement provides for a classification structure with the following classification titles and levels:

- A. Signal Electrician-Level 1
- B. Signal Electrician-Level 2
- C. Track Inspector-Level 1
- D. Track Inspector-Level 2

(b) Employees will be classified into one of the levels within the classification which is compatible to the Company's needs provided the Employee has the appropriate qualifications. Employees will be required to carry out such duties as are within the limits of the Employees' skill, competence and training, including work that is incidental or peripheral to the Employee's main function.

(c) Skills Enhancement Program Progression

All Employees shall have a reasonable opportunity of progressing to a higher classification level. Advancement to a higher level will result from:

- A. Requirement/needs of the Company for skills within levels.
- B. Capacity of the Employee to competently perform the work.
- C. Advancement is dependent upon vacancies and the needs of the Company Classifications and/or wage adjustment is not advanced on a skills acquired basis.

(d) Classification/Levels/Ordinary Time Weekly (38hrs) Wage Rates

Subject to the provisions of clause 39, persons employed at any one of the following levels/categories, will have the necessary qualifications defined in accordance with the relevant provisions of the Skills/Competencies/Position Description Matrix as per the terms of Clause 39(e) of this Agreement. To derive the 38-hour weekly wage rate you multiply the relevant hourly rate listed below by 38. The escalated rates as listed below will operate on or after the First Full Pay Period (FFPP) coinciding with the operative dates listed in the table below.

percentage increase		From first pay period after date		
		4.95%	4.95%	4.75%
	1/07/2022 Current rate	1/07/2023 Increase at 4.95%	1/07/2024 Increase at 4.95%	1/7/2025 Increase at 4.75%
<b>Signal Electrician 1 LH</b>	\$46.61	\$48.91	\$51.34	\$53.77
<b>Signal Electrician 1</b>	\$46.61	\$48.91	\$51.34	\$53.77
<b>Track Inspector 1</b>	\$43.30	\$46.95	\$49.27	\$51.61
<b>Signal Electrician 2</b>	\$40.29	\$42.28	\$44.37	\$46.48
<b>Track Inspector 2</b>	\$37.76	\$39.63	\$41.59	\$43.57

Relativity increment - Track  
Inspector 1

\$1.50

2023 rate x %  
increase +  
relativity  
increment

applicable formula for relativity  
payment

(e) Skills/ Competencies/ Position Description Matrix

Underpinning the above classification structure will be a Skills/Competencies/Position Description Matrix. The matrix will sit outside of this Agreement and will be monitored by the Consultative Committee and the Company. It will be a working document which will reflect the required skills and competencies as needed from time to time so as the skills are in line with the needs of the business and industry training standards. The parties are committed to having the current classification matrix aligned with the AQF standards and competencies relating to Electrical/Mechanical positions.

(f) Relativity adjustment

It is recognised that under this agreement a relativity adjustment payment is to be made to current employees classified as Track Inspector 1.

This payment shall be a flat value of \$1.50 and shall be applied annually and incorporated into to the base rate after any percentage increase.

This applicable formula for the relativity increment payment is set out in clause 39(d). The increment shall apply over three successive years being 1 July 2021, 1 July 2022, 1 July 2023

## 40.ALLOWANCES

(a) Tool Allowance (Paid for "All purpose")

Wage rates as shown in the wage scale at clause 40 of this Agreement for Tradesperson Levels of BARL Maintainer are for Tradespersons who are required to provide, use and maintain their own tools of trade. Incorporated into the hourly rate is an initial tool allowance component of \$10.50 and as a consequence of its incorporation into the hourly rate automatic escalation from 2/3/2002 has applied.

(b) Nominees Allowance (Paid for "All Purpose" hourly allowance)

Any Electrical Mechanics who hold the qualifications eligible to be granted an Electrical Contractors' License, may be named as a nominee to an Electrical Company. Where that nominee is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all-purpose hourly allowance applies as per the following:

	1/07/2022 Current rate	1/07/2023 Increase at 4.95%	1/07/2024 Increase at 4.95%	1/07/2025 Increase at 4.75%
<b>Contractor License</b>				
<b>Electrical Mechanic</b>	\$2.08	\$2.18	\$2.29	\$2.40

(c) Leading Hand Allowance (Paid for "All Purpose" hourly allowance)

An Employee appointed by the Company to the role of a Leading Hand will be entitled to the following All Purpose Leading Hand hourly allowance for the period of appointment in the role:

	1/07/2022 Current rate	1/07/2023 Increase at 4.95%	1/07/2024 Increase at 4.95%	1/07/2025 Increase at 4.75%
<b>Leading Hand Allowance</b>				
Up to 10 staff	\$0.99	\$1.04	\$1.09	\$1.14
11 to 20 staff	\$1.48	\$1.55	\$1.63	\$1.71
more than 20 staff	\$1.89	\$1.98	\$2.08	\$2.18

(d) Meal Allowance (as per Subclause 18 (g))

	1/07/2022 Current rate	1/07/2023 Increase at 4.95%	1/07/2024 Increase at 4.95%	1/07/2025 Increase at 4.75%
<b>Meal Allowance</b>	\$19.85	\$20.83	\$21.86	\$22.90

#### 41. ALL PURPOSE

- (a) The rates of pay expressed in this Appendix for all conditions of employment. They are the minimum rates of pay to be paid.
- (b) The weekly/hourly rates as specified at clauses 39 and 40 reflect, where applicable, the ordinary time all-purpose 38 hour weekly/hourly wage rate. The 38 hour weekly rate is derived by multiplying the relevant hourly rate by 38.

The all-purpose rate for the purpose of casual Employees will carry the 25% casual loading.

The all-purpose hourly rate is paid on overtime and for all paid leave purposes.

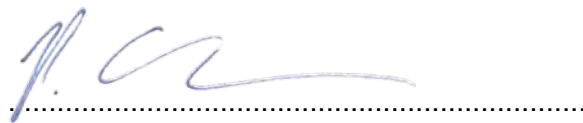
The wage rates comprehend all/any allowances including, without limiting, Agreement/Award entitlements, Industry or Company Agreements, over Award payments,

The generality of site disability payments including Award special rates, i.e. confined space, wet underfoot, height, dust, dirt, special skill payments, wind, training, laundry, travel and other similar or like payments which may be provided for in any other relevant Awards or Agreements (be the Federal or State) and not expressly provided for elsewhere in the Agreement, and/or relative to the scope of work to be undertaken, are deemed to be incorporated in this Agreement.

## 42. SIGNATORIES TO THE AGREEMENT

### SIGNATURES:

For and on behalf of the Employees, by an authorised officer of the ARBTIU:



Signed

Peter Allen

Print Name

Peter Allen



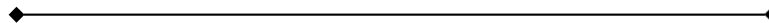
Witnessed

Dated: 14 / 03 /2024

### Queensland Branch Secretary

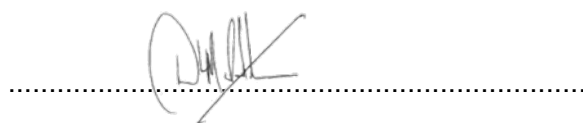
Australian Rail, Tram, and Bus Industry Union-Queensland Branch

First Floor, 457 Upper Edward Street, Brisbane QLD 4000



For and on Behalf of Ventia Australia Pty Ltd

(ACN:093 114 553, ABN: 11 093 114 553) by its authorised officer:



Signed

David McPadden

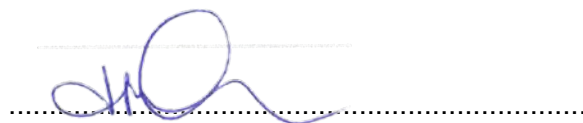
Print Name

David McPadden

### General Executive Transport

Ventia Australia Pty Ltd

80 Pacific Highway, North Sydney NSW 2600



Witnessed

Dated: 14 / 03 /2024