



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Cubic Transportation Systems (Australia) Pty Ltd
(AG2019/2875)

CUBIC TRANSPORTATION SYSTEMS (AUSTRALIA), NSW SERVICES ENTERPRISE AGREEMENT 2019

Manufacturing and associated industries

COMMISSIONER GREGORY

MELBOURNE, 22 OCTOBER 2019

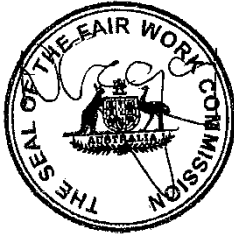
Application for approval of the Cubic Transportation Systems (Australia), NSW Services Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Cubic Transportation Systems (Australia), NSW Services Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Cubic Transportation Systems (Australia) Pty Ltd. The Agreement is a single enterprise agreement.

[2] 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.

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, and the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 October 2019. The nominal expiry date of the Agreement is 1 August 2022.



COMMISSIONER

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Cubic Transportation Systems (Australia)
NSW Services Enterprise Agreement 2019

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1 Title

This Agreement shall be known as the Cubic Transportation Systems (Australia), NSW Services Enterprise Agreement 2019 and throughout is referred to as “this Agreement”.

2 Parties Bound

This Agreement shall be binding according to its terms upon the following:

- a) Cubic Transportation Systems (Australia) Pty Ltd (ABN 82 003 617 561) herein referred to as “the Company”
- b) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) (ABN 18 172 840 055)
- c) NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union Branch of the Australian Municipal, Administrative, Clerical and Services Union (ASU/USU) (ABN 95 471 805 442)
- d) All Employees of the Company performing work within the classifications contained in this Agreement as detail in [Appendix A](#) and employed within the NSW Services structure with Cubic Transportation Systems (Australia).

3 Commencement and term of the Agreement

The Agreement will commence seven days after the Fair Work Commissioner approves the Agreement in accordance with the Fair Work Act 2009 (Cth) (the Act) and will have a nominal expiry date of 1 August 2022.

4 Definitions

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES; the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement the following definitions apply:

Act means the *Fair Work Act 2009* (as amended)

Agreement means the Cubic Transportation Systems (Australia), NSW Services Enterprise Agreement 2019

Base Pay means the ordinary base rate of pay; any applicable above agreement payments for ordinary hours of work. It does not include, penalties, loadings, overtime payments, higher duties or allowances

Company means Cubic Transportation Systems (Australia) (ABN 82 003 617 561)

De Facto Partner means a person who, although not legally married to the Employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and includes a former de facto partner of the Employee

Household Member means any person who lives with the Employee

Family and Domestic Violence means an offence committed by a person against another person with whom the person who commits the offence has (or has had) a domestic relationship, being:

- a) a personal violence offence; or
- b) an offence (other than a personal violence offence) that arises from substantially the same circumstances as those from which a personal violence offence has arisen; or
- c) an offence (other than a personal violence offence) the commission of which is intended to coerce or control the person against whom it is committed or to cause that person to be intimidated or fearful (or both).

Employee or Employees means a person who is engaged in any classification specified in [Appendix A](#) of this Agreement

Employee Representative means a person that has been nominated by a fellow Employee or Employees to act as a representative and may include a union representative or delegate

FWC means Fair Work Commission

Immediate Family means:

- a) a spouse, former spouse, de facto partner, child, foster child, parent, grandparent, grandchild or sibling of the Employee;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner or a former spouse or de facto partner of the Employee;
- c) an adoptive relation or a step-relation; step parent or step children of the Employee; or
- d) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules

NES means the National Employment Standards (as amended)

Redundancy means when the Company doesn't need an Employee's job to be done by anyone, or becomes insolvent or bankrupt

Regulations means the regulations associated with the *Fair Work Act 2009* (as amended from time to time)

Regular Casual Employee means a casual Employee who has, in the preceding period of twelve (12) months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time or part-time Employee under the provisions of this Agreement

Roster means a work schedule containing hours of work required of an Employee over a period of time

Shift Worker means an Employee whose ordinary working hours regularly (day to day) provides for work being performed during hours which result in a shift work entitlement and/or whose ordinary hours of work are regularly rostered to incorporate weekends and public holidays

Early Morning Shift means any shift that commences at or after 4:00am and before 6:00am

Day Shift means any shift where the major part of work falls within the normal span of 6:00am and 6:00pm

Afternoon Shift means any shift that finishes at or after 7:00pm

Night Shift means any shift finishes after midnight and before 7:00am

Transfer of Business is as described in the Fair Work Act 2009 and includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning

Union or Unions means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) and/or NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union Branch of the Australian Municipal, Administrative, Clerical and Services Union (ASU/USU)

Union Representative or Delegate means an Employee of the Company and not a full-time paid official of the union. Union delegates are elected by the Employees who are members of the union to which the union delegate belongs

5 Intention of Agreement

This Agreement must be read in a way which is consistent with the objectives as listed below:

- a) For the mutual benefit of the Company and its Employees to achieve a competitive business, with a multi-skilled and highly motivated workforce with a focus on meeting the commitments of its customers and shareholders.
- b) To ensure the Company meets and exceeds its contractual Key Performance Indicators (KPI's).
- c) To ensure the Company is a profitable business.
- d) To provide reward and recognition that promotes Employee engagement and job satisfaction.
- e) To develop a working environment that will contribute to the achievement of the above by encouraging Employee participation in decision-making; operating within Workplace Health, Safety & Environment (WHS&E) guidelines; pride in quality; safe working practices; continuous improvement in product quality, reliability and customer service; flexible work patterns; and multi-skilling.
- f) To establish an appropriate balance between operational and business objectives and Employees' family and social responsibilities.
- g) To establish a framework to enable Employees to achieve these aims and enable them to identify and solve problems, as well as, to initiate improvements to work design, processes and procedures, leading to productivity improvements and increased job satisfaction.
- h) To develop a process of continuous improvement in all work and business-related areas to enable the Company and its Employees to obtain a cost-effective solution for the Company.
- i) To establish a clear understanding by Employees of the goals and objectives of the Company.
- j) To avoid any action, which might disrupt the continuity of services to its customer, or in any way reduce the effectiveness of the Company.
- k) An agreement between both parties that the following will underpin the way work is performed, and a continuous improvement program will be maintained for all aspects of the Company.
- l) All grievances will be processed in an orderly and in timely manner with the objective being the elimination of stoppages to work and loss of production.
- m) To maintain positive working relationships, which promote mutual trust, co-operation and open communication.
- n) A commitment to provide appropriate training and personal development programs.
- o) To maintain and continue a high standard of conduct and attendance in line with the Company's policies.

6 Complete Agreement

Other than individual agreements reached in accordance with [Clause 9](#), this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the Employees to the exclusion (to the extent permitted by law) of awards, agreements (whether registered or unregistered), custom practice, and like instruments or arrangements.

Notwithstanding the above, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

7 No Extra Claims

The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.

Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure as detailed in [Clause 11.5](#) of in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

8 Transfer of Business

In the event of the Company selling, transmitting, assigning or otherwise transferring the whole part of the business in which Employees covered by this Agreement are employed, and in the event of Employees being offered employment in the business by a new employer upon the terms and conditions of employment of this Agreement with continuity of entitlements and at the same location, then the Company will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees arising from the transmission or transfer.

9 Flexibility Arrangements

9.1 Model Flexibility Term

- 1) An employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a) the agreement deals with 1 or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - b) the arrangement meets the genuine needs of the employer and Employee in relation to one or more of the matters mentioned in 9.1 paragraph 1(a); and
 - c) the arrangement is genuinely agreed to by the employer and Employee.

- 2) The employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under [section 172](#) of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under [section 194](#) of the *Fair Work Act 2009*; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3) The employer must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer and Employee; and
 - c) is signed by the employer and Employee and if under 18 years of age, signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 4) The employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5) The employer or Employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and Employee agree in writing--at any time.

10 National Employment Standards

It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the Employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.

Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the Employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

Where after the commencement of this Agreement, the NES is varied to provide a condition or entitlement less favourable (to the Employee) in a particular respect than that referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall be overridden to the extent that it is more favourable than the NES as varied.

11 Consultation and Dispute Resolution

11.1 Model Consultation Term

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

11.2 Major change

- 1) For a major change referred to in 11.1 paragraph 1(a):
 - a) the employer must notify the relevant Employees and unions of the decision to introduce the major change; and

- b) subclauses of 11.2 (2) to (8) apply.
- 2) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 3) If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- 4) As soon as practicable after making its decision, the employer must:
 - a) discuss with the relevant Employees:
 - i) the introduction of the change;
 - ii) the effect the change is likely to have on the Employees; and
 - iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees.
 - 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;
 - ii) information about the expected effects of the change on the Employees; and
 - iii) any other matters likely to affect the Employees.
- 5) The employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 6) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in 11.2 (1)(a), (2) and (4) are taken not to apply.
- 8) 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; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employees; or
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs or anything that is likely to have significant impact on Employees.

11.3 Change to Regular Roster or Ordinary Hours of Work

- 1) For a change referred to in 11.1 paragraph 1(a)
 - a) the employer must notify the relevant Employees of the proposed change; and
 - b) subclauses of 11.3 (2) to (7) apply.
- 2) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 3) If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- 4) As soon as practicable after proposing to introduce the change, the employer must:
 - a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant Employees:
 - i) all relevant information about the change, including the nature of the change; and
 - ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - iii) information about any other matters that the employer reasonably believes are likely to affect the Employees; and
 - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 5) The employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 6) The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 7) In this term "**relevant Employees** " means the Employees who may be affected by a change referred to in subclause (1).

11.4 Consultative Committee

The Company will maintain a Consultative Committee as a forum for effective communication between the parties.

The Consultative Committee will be made up of appropriate management representatives and Employee representatives elected by Employees, one of whom will be selected by the Consultative Committee as its chairperson. Training approved by the committee, will be provided to members of the committee as deemed necessary by the Committee.

The Consultative Committee may address any matter that pertains to the employment relationship, except:

- a) matters that should be handled by the Workplace Health, Safety and Environment Committee.
- b) matters relating to individual matters and
- c) operational matters (being financial decisions and other general administrative and/or management matters)

11.5 Dispute Settlement Procedure (DSP)

11.5.1 DSP Objectives

The objective of this DSP is to ensure that disputes relating to the relationship between the employer and Employees are dealt with according to this clause and to ensure:

- a) disputes are resolved at their source and at the lowest possible level;
- b) Employees address the issue with their supervisor first;
- c) that disputes are resolved in a timely and efficient manner without undue or unnecessary delay by any party;
- d) the dispute remains in the part of the organisation concerned without interference from Employees not involved; and
- e) during the course of this procedure, the status quo will be maintained by both parties in circumstances where either parties' position in the dispute might be prejudiced. In such

circumstances, work will continue as it was carried out prior to the dispute arising, unless otherwise agreed. In this regard the parties will take a reasonable and common-sense approach to applying the status quo and will not frustrate reasonable management action in conducting the Company's normal business.

11.5.2 Raising a Dispute

The DSP is used for disputes relating to:

- a) a matter arising under the Agreement; or
- b) the National Employment Standards.

Claims or issues pertaining to the dispute may be raised by either:

- a) the Employee(s);
- b) Union(s); or
- c) the Company.

Resolution of the issues raised should involve the personnel identified in [Clause 11.5.4](#) according to the category of the dispute.

11.5.3 Dispute Resolution Responsibilities

Those involved in resolving the dispute are responsible for the following:

- a) have an appreciation of each other's point of view;
- b) have an appreciation of each other's needs;
- c) approach the resolution of the dispute in good faith and in the shortest possible time;
- d) clearly detail to the other party the specific issue that the dispute relates to and any potential outcome of the dispute;
- e) take the needs of Employees into account when making decisions (where possible);
- f) meetings to resolve the issues in dispute should be called without unnecessary delay; and
- g) both the representatives of the Union(s) and the Company are responsible for giving the Employees progress reports.

11.5.4 Three-Tiered Dispute Resolution System

11.5.4.1 TIER 1 – Individual Level

An individual level dispute is one with effect to:

- a) An Employee;
- b) A workgroup; or
- c) A single location.

People who may be involved in the Tier 1 dispute resolution process include:

- a) Supervisor (and Manager if required); and
- b) Employee(s) concerned; and
- c) Local Union delegate, Employee Representative or Regional Delegate (if requested).

If the dispute remains unresolved after two (2) weeks from the date that the dispute was notified, automatic escalation to Tier 2 will apply if:

- a) no action has been taken; or
- b) no action is planned to be taken; or

- c) the parties agree otherwise.

11.5.4.2 TIER 2 - Corporate Level

Disputes immediately escalate to this level if the dispute is organisation wide or has a multiple site impact on Employees or the employer. A Tier 1 dispute may be escalated to Tier 2 if it is unresolved as per Clause 11.5.4.1.

Resolution is sought at a corporate level with involvement of the following:

- a) Employee(s) concerned or Relevant Delegate/Representative (where required); and
- b) Manager(s) affected; and
- c) A member of Senior Management; and
- d) HR Representative; and
- e) A Union Organiser (if requested).

If the dispute remains unresolved after four (4) weeks from the date that the matter was escalated to Tier 2, either party can escalate the dispute to Tier 3 by applying to the Fair Work Commission, unless the parties agree otherwise in writing.

11.5.4.3 TIER 3 - Tribunal Level

If the issue remains unresolved after Tier 2, the matter may be referred to the Fair Work Commission for conciliation in the first place, then arbitration with the rights of the parties to appeal being reserved.

The parties may agree that a person other than the Fair Work Commission can deal with a dispute in accordance with section 740 of the Fair Work Act 2009. In the absence of such agreement, the dispute will be dealt with by the Fair Work Commission.

People who may be involved:

- a) Employee(s) concerned or Relevant Delegate/Representative (where required); and
- b) Manager(s) affected; and
- c) A member of Senior Management; and
- d) HR Representative; and
- e) A Union Organiser (if requested).

Status quo may be maintained or lifted at the discretion of the Fair Work Commission. Both parties will accept the decision on status quo with the rights of the parties to appeal being reserved.

The Fair Work Commission may deal with the dispute in 2 stages:

- 1) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- 2) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a) arbitrate the dispute; and
 - b) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

12 Types of Employment

12.1 Full-Time

A full-time Employee is one engaged as such and whose ordinary hours is 76 hours per fortnight divided into no more than 10 shifts.

12.2 Part-time

A part-time Employee is an Employee who is engaged to work less than an average of 76 hours per fortnight divided into no more than 10 shifts.

Before commencing part-time employment, the Company and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

12.3 Maximum Term Contract

A maximum term contract is an Employee employed on a full-time or part-time basis for a specified period of time with an employment end date.

12.4 Casual

Employees employed on a casual basis are engaged on an hourly contract of service and shall be employed for no less than four (4) hours in any one shift.

A casual Employee must be paid by the hour per the specified hourly rate in [Appendix B](#), plus an all-purpose casual loading of 25%. This loading is instead of entitlements of annual leave, paid personal/carers leave, paid compassionate leave, parental leave, paid jury service, paid public holidays not worked, severance pay and notice of termination.

12.5 Casual Conversion

A regular casual Employee who has worked equivalent full-time or part-time hours over the preceding period of twelve (12) months' casual employment may request in writing to the Company to have their employment converted to full-time or part-time permanent employment.

Where a regular casual Employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

Where the employer agrees or refuses a regular casual Employee's request to convert, the Company must provide the Employee a response in writing within 21 days of the request being made.

12.6 Supplementary Labour

Supplementary labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required.

Prior to the engagement of supplementary labour, where practical the training and/or transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work is of sufficient volume to justify the training investment and retention of competence by the Employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

During the engagement of supplementary labour, no Employee of the same occupation who is available to transfer to this work will be declared surplus.

Impacted Employees will be consulted when the use of supplementary labour is required.

Supplementary labour hire shall be appropriately qualified to undertake the work required.

The engagement of supplementary labour is to be used to support the existing Employees and not to reduce the workforce numbers.

In the event of a dispute over this process, the Company, Employees and Unions are committed to the process contained in the Dispute Resolution Procedure as set out in the Agreement.

In respect of work that is covered by the Agreement, the Company shall only use a contractor if the wages, and wage related matters, which apply to it and/or its Employees are the same or better overall than those provided for in the Agreement.

13 Probation

The employment of all new Employees shall be subject to a six (6) month probationary period.

Employees whose employment continues beyond the probationary period will have their entitlements accrue from the date of their commencement.

During the probationary period, the Company or Employee may terminate employment by providing:

- a) **Full-time and Part-time Employees:** seven (7) calendar days' notice or payment in lieu
- b) **Casual Employees:** one (1) calendar days' notice or payment in lieu

Where an Employee's employment is terminated through resignation or dismissal during the probationary period, the Employee must return all of the Company's property.

Any assigned Company equipment issued and acknowledged which is not returned, the amount prescribed will be deducted the Employee's final payment.

14 Hours of Work

14.1 Ordinary Hours

The rosters of ordinary hours shall be between 6:00am and 6:00pm, Monday to Friday; except for shift workers, as defined in [Clause 14.2](#); or a workshop technician, as defined in [Clause 14.3](#).

Subject to operational requirements, the spread of hours may be altered by up to one hour at either end of the spread at the discretion of the Company.

14.2 Shift Work

A shift worker is an Employee who is required to work across a seven-day roster and is regularly rostered to work Saturday, Sundays and Public Holidays.

The **penalties** referenced in the table below are applicable to all **ordinary hours** within the **shift** worked. The penalty payments are payable on top of the base rate.

Shift workers will be paid the following;

Shift	Ordinary Hours	Penalty
Early Morning Shift	Means any shift that starts on or after 4:00am and before 6:00am	15%
Afternoon Shift	Means any shift that finishes at or after 7:00pm	15%
Night Shift	Means any shift that finishes after midnight and before 7:00am	30%
Weekend Shift	All ordinary hours worked on a Saturday or Sunday day shift or afternoon Shift	50%
Weekend Night Shift	All ordinary hours worked on a Saturday or Sunday night Shift	75%
Public Holiday	All ordinary hours worked on a Public Holidays	100%

Only one (1) shift penalty applies at any given time, and the higher penalty will apply.

The shift penalty applies in its entirety where applicable on the day the shift starts. For the sake of clarity, a shift that commences at 10pm on a Saturday will be considered a Saturday shift and the 75% shift penalty will apply.

14.3 Workshop Technician Hours of Work

A workshop technician is an Employee who is working within the workshop department and performs work defined as a workshop technician person as per the classification structure in [Appendix A](#).

The rosters of ordinary hours shall be between 6:00am and 6:00pm, Monday to Saturday. Subject to operational requirements, the spread of hours may be altered by up to one hour at either end of the spread at the discretion of the Company. The penalty rates listed in [Clause 14.2](#) will apply where applicable.

15 Overtime

15.1 Reasonable Overtime

Employees will be required to work reasonable overtime to suit the operational requirements of the business. It is essential for the Company to meet its contractual obligations that Employees make themselves available to reasonable amounts of overtime.

In the first instance Employees will be approached to determine their willingness to make themselves available for overtime when required. If not enough Employees make themselves available for reasonable overtime, the Company will select the Employees to perform the overtime required. The Company will take into account fatigue management principles.

When overtime work is necessary it must, where possible, be arranged that Employees have at least 10 consecutive hours rest between successive working days.

All overtime worked needs to be pre-approved by the Company.

15.2 Payment for Overtime

When an Employee works in excess of their ordinary hours, i.e. more than 76 hours within a fortnight period, the following loadings will be paid:

- a) The first three (3) hours at time and a half (x1.5)
- b) Double time (x2.0) thereafter for each hour worked

15.3 Rest Period on Overtime Shifts

If as a result of working overtime, an Employee does not have a continuous break of 10 consecutive hours between finishing their shift and commencing the next ordinary shift, the Employee will be entitled to a rest period of 10 hours without loss of pay. If this is not possible, the Employee will be paid double time (x2.0) for all hours worked until a 10-hour rest period is granted.

16 Allowances and Wages

16.1 On Call Allowance

When operationally required by the Company to be on-call, Employees will be compensated an *on-call allowance* of \$250.00 per week.

To be eligible for this payment, Employees must attend work when they are required, any additional hours worked will be remunerated in accordance to the roster, applicable shift penalties and overtime.

Employees will be paid a minimum of four (4) hours at the applicable rate when required to attend work while being on call.

In the event that the Employee does not attend work when called in, payment of the *on-call allowance* will be forfeited, unless there are extenuating circumstances, and as a result disciplinary action may apply.

16.2 Meal Allowance

An Employee required to work one and a half (1.5) hours or more of overtime within a single shift without being given 24 hours' notice will be either provided with a meal or paid a meal allowance of \$15.50. Where such overtime work exceeds four (4) hours, a further meal allowance of \$15.50 will be paid.

16.3 Living Away from Home Allowance

The Company will pay a Travel Allowance if an Employee is required to stay away from their normal residence overnight due to work requirements.

The travel allowances will be as per the Australian Taxation Office (ATO) Per Diem Rates using the table that applies to the lowest salary threshold for all Employees regardless of salary.

16.4 Wage Increases

Increases to the wage rates shall occur on the first pay period on or after the dates provided for in the table below.

Date of wage increase	Percent of increase
1 August 2019	3.0%
1 August 2020	3.0%
1 August 2021	3.0%

The actual wage rates are provided for in [Appendix B](#) of this Agreement.

16.5 Payment of Wages

All periodic payments payable pursuant to this Agreement, shall be paid fortnightly by electronic transfer of funds into an account nominated by the Employee with a bank, building society or credit union or other appropriate financial institution.

16.6 Superannuation

The Company will comply with the provisions of the Superannuation Guarantee Act and regulations to the exclusion of any other award or industrial agreement.

Contributions made in accordance with the Superannuation Guarantee Act will be paid into a complying fund nominated by the relevant Employee. If no choice of fund is made by the relevant Employee, the default fund will be the Energy Industry Superannuation Scheme (EISS Super), or their successors, provided that EISS Super maintains a MySuper product.

17 Rest and Meal Breaks

The time of taking scheduled meal breaks and rest breaks by Employees will be taken at suitable times as directed by the Company in order to meet operational requirements.

17.1 Rest Breaks

For a shift 7.6 hours or greater, two (2) separate paid 15-minute rest breaks (in addition to meal breaks) shall be allowed for each Employee.

17.2 Meal Breaks

For a shift that is five (5) hours or greater, an Employee is entitled to take a 30-minute unpaid meal break per shift. Meal breaks will be taken no later than 5 hours into a shift.

If the Employee is directed by the Company to continue to work beyond the start of the meal break the Employee shall be paid at double time (x2.0) until the meal break occurs.

17.3 Additional Hours Break

If an Employee is working more than 10 hours within a single shift, they will be entitled to take a third 15-minute paid rest break, in addition to those detailed in [Clause 17.1](#).

17.4 Fatigue Management

The Company identifies fatigue as a workplace hazard and has implemented WH&S procedures for managing fatigue. The management of fatigue is a responsibility shared by both the Company's Management and Employees.

The Company will commit to;

- a) practical fatigue control measures. This includes managing shift work and extended hours arrangements.

An Employee is expected to;

- a) present for duty in a fit and well-rested condition,
- b) notify their supervisor immediately if Employees believe their hours of work are excessive or they are not feeling well rested.

18 Public Holidays

Approved and proposed Public Holiday dates in New South Wales are published on the State Government website.

18.1 Payment on a Public Holiday

If an Employee is required to work as part of their ordinary hours on a public holiday they will be paid at double time (x2.0). Public Holiday payments are not subject to any other loadings or penalties.

If an Employee is not rostered and not required to work on a Public Holiday, no payment will be made.

If an Employee is rostered as part of their ordinary hours and not required due operational reason at the direction of the Company, ordinary hours at the base rate will be paid. No further penalties will apply.

If a Public Holiday falls within a period of unpaid leave, no payment for a Public Holiday will apply.

18.2 Employee Appreciation Day

All full-time and part-time Employee covered by this Agreement will be entitled to one (1) additional day leave on a working day to be determined and mutually agreed by local management and the Employee.

19 Leave

19.1 Annual Leave

A full-time Employee is entitled to four (4) weeks annual leave in each year of service. Annual leave accrues on pro rata basis for part-time employees. Annual Leave accrues year on year throughout each year of continuous service.

Shift worker Employees as defined in [Clause 14.2](#) will be entitled to one (1) week additional annual leave per year.

Casual Employees are not entitled to annual leave accruals.

19.1.1 Taking Annual Leave

Annual leave must be taken at a time mutually agreed with the Company. Annual leave should be taken within 12 months' of entitlement unless mutually agreed. However, the Company may require an Employee to take leave to facilitate a shut down of all or part of its operations, or to reduce an Employee's leave balance if it has become excessive.

Due to the coverage of this Agreement, the way annual leave is planned may vary based on business requirements.

Employees wishing to take leave must provide at least two (2) weeks advanced notice to the Company. Unauthorised annual leave may result in disciplinary action.

19.1.2 Payment of Annual Leave

For full-time and part-time Employees, annual leave will be paid at the Employee's ordinary base hourly rate.

Due to the all purpose casual leave loading detailed in [Clause 12.4](#), Casual Employees are not entitled to paid annual leave.

19.1.3 Excessive Annual Leave

An excessive annual leave accrual is considered to be more than two (2) years' accrual.

Normally at least six weeks' notice will be given to an Employee if the Company requires the annual leave to be taken, unless there are extenuating circumstances an Employee needs to keep the excessive annual leave (e.g. upcoming overseas holiday) then a date can be mutually agreed.

However, if a lack of work is the reason for the instruction to take annual leave, then two (2) weeks' notice is required.

19.1.4 Cash out of Annual Leave

A Employee may request that their annual leave accrual be cashed out, subject to:

- a) The Company agreeing to this request; and
- b) The request to cash out the annual leave and its approval being recorded in writing; and
- c) The Employee will have a minimum annual leave balance of four (4) weeks or more remaining after the cash out process has been completed; and
- d) The Employee has utilised their own annual leave during the preceding twelve (12) months of their cash out request.

The Company and their Unions encourage Employees to utilise their annual leave and will take into consideration fatigue management principles when considering requests.

19.2 Personal/Carer's Leave

A full-time Employee is entitled to ten (10) working days paid personal/carer's leave in each year of service. Personal/carer's leave accrues on pro rata basis for part-time employees. Personal/carer's leave accrues year on year throughout each year of continuous service.

Casual Employees are not entitled to personal/carer's leave accruals.

19.2.1 Taking Personal/Carer's Leave

Personal/carer's leave is available when an Employee is absent due to:

- a) personal illness or injury (sick leave); or
- b) for the purpose of providing care or support for a member of the Employee's immediate family or household who is ill or injured or being affected by an unexpected emergency.

19.2.2 Payment of Personal/Carer's Leave

Full-time and part-time Employees will be paid at their base hourly rate of pay for periods of paid personal/carer's leave.

Due to the all purpose casual leave loading detailed in [Clause 12.4](#), Casual Employees are not entitled to paid personal/carer's leave.

19.2.3 Notice and Evidence Requirements for Personal/Carers Leave

An Employee is required to notify their supervisor via a phone call at least two (2) hours prior to the start of the Employees shift (where possible) that they will be absent from work and the reason for that absence. If their supervisor is not available via phone, then the Employee must notify the one (1) up manager.

Upon the Employee's return to work, the Company may require an Employee to provide documentary evidence of the need to take personal/carer's leave. This evidence may be in the form of a medical certificate from a registered health practitioner or a statutory declaration.

Evidence must be provided where the absence is for more than two (2) consecutive days, or where the leave is taken immediately before or after a public holiday, rostered day/s off or period of annual leave.

If there is a pattern of unplanned, not communicated or excessive absences without justification, a manager may request evidence to be provided for a single absence.

19.3 Compassionate leave

Compassionate leave is provided for in accordance with the provisions of the NES.

An Employee is entitled to up to two (2) days' compassionate leave on each occasion of:

- a) The death of a member of their immediate family or household (bereavement leave); and/or
- b) The need to care for an immediate family or household member that is suffering from a life-threatening illness or injury.

Compassionate leave will increase to three (3) days leave should the Employee be required to travel overseas for the immediate family or household.

19.3.1 Payment of Compassionate leave

If an Employee takes a period of paid compassionate leave, the Company will pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in that period.

An Employee may request additional unpaid compassionate leave. The Company will assess each request on a case by case basis.

Casual Employees are entitled to unpaid compassionate leave.

19.3.2 Notice and Evidence Requirements for Compassionate Leave

An Employee taking compassionate leave must notify the Company as soon as practicable and advise of the period, or expected period, of the leave.

The Company may request the Employee to provide evidence when taking compassionate leave (e.g. a death or funeral notice or statutory declaration). This request for evidence has to be reasonable.

19.4 Long Service Leave

An Employee's entitlement to long service leave is provided for in accordance with the provisions of the *Long Service Leave Act 1955 (NSW)*.

Generally Long Service Leave is usually taken as one continuous period. However, if mutually agreed, Employees can take the leave in shorter periods.

19.5 Community Service Leave

All Employees are entitled to community service leave for certain activities, such as:

- a) Jury duty (including attendance for jury selection); or
- b) Voluntary emergency management activities. Jury duty (including attendance for jury selection).

With the exception of jury duty, community service leave is unpaid. Employees requesting community service leave will be assessed on a case by case basis.

19.5.1 Jury Service

Jury duty, also known as jury service, is a type of community service leave. Employees, including casual Employees, can take leave to attend jury selection and jury duty.

Employees must advise the Company of the period, or expected period, of leave as soon as possible. If an Employee requests to take leave for jury duty they need to provide evidence showing they attended jury selection or jury duty.

Full-time and part-time Employees will be paid 'make-up pay' for the first ten (10) days of jury selection and jury duty. Casual employees are not entitled to receive make-up pay. Make-up pay is the difference between any jury duty payment the Employee receives (excluding any expense-related allowances) from the court and the Employee's base pay rate for the ordinary hours they would have worked.

Before paying make-up pay, the Company will request evidence from the Employee to show:

- a) that the Employee has taken all necessary steps to obtain jury duty pay; and
- b) the total amount of jury duty pay that has been paid or will be payable to the Employee for the period.

If the Employee cannot provide the requested evidence, they won't be entitled to make-up pay.

Any additional time spent on jury duty over ten (10) days is a matter between the Employee and the courts in terms of payment.

19.5.2 Voluntary Emergency Management Activities (VEMA)

An Employee engages in VEMA if:

- a) they voluntarily participate in the activity;
- b) the activity involves dealing with an emergency or natural disaster;
- c) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
- d) the REMB requests their participation.

19.6 Parental Leave

Parental Leave is provided in accordance with the NES.

19.6.1 Taking of Parental Leave

All full-time and part-time Employees are eligible to take parental leave provided they have, or will have, responsibility for the care of a child; and have worked for the Company for at least 12 months prior to:

- a) the date or expected date of birth if the Employee is pregnant; or
- b) before the date of an adoption of a child under 16; or
- c) when the leave starts if the Employee is not pregnant.

Casual Employees are also eligible to parental leave should you meet the criteria above and there is a reasonable expectation of continuing work with the Company on a regular and systematic basis had it not been for the birth or adoption of the child.

Employees must ensure that they apply for parental leave at least 10 weeks prior to the expected start date of their leave.

Where a pregnant Employee wants to work in the 6 weeks prior to their due date, then the Employee will need to provide their doctor with a copy of their job description and obtain a medical certificate that states they are fit to continue working.

19.6.2 Top Up Paid Leave Scheme

The Company top up paid leave scheme is supplementary to the Government schemes and is designed to provide eligible Employees with additional financial support during their parental leave period. The Company top up is provided to eligible Employees as follows:

- a) **Primary Carer:** Receives 12 weeks top up pay on the Australian Government Paid Parental Leave Scheme
- b) **Secondary Carer:** Receives 2 weeks top up pay on the Australian Government Dad and Partner Pay Scheme

19.6.3 Payment of Parental Leave

In order to receive any paid leave as outlined above, Employees must apply for their leave in accordance with [Clause 19.6.1](#), and they must also apply for the Government schemes where eligible. Employees should also note there will be no back payment of the benefit.

19.7 Domestic Violence Leave

All Employees are entitled to ten (10) days Domestic Violence Leave to deal with family and domestic violence or for their immediate family or household or a former spouse or de facto partner.

The Company and Employee may agree that the Employee may take more than ten (10) days' leave to deal with family and domestic violence.

Domestic Violence leave does not accrue from year to year.

19.7.1 Taking of Domestic Violence Leave

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

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence.

Domestic Violence leave may be less than a day.

An Employee taking Domestic Violence Leave must notify the Company as soon as possible and advise of the period, or expected period, of the leave.

19.7.2 Payment for Domestic Violence Leave

Full-time and part-time Employees are entitled to up to ten (10) days paid Domestic Violence Leave.

Casual Employees are entitled to up to ten (10) days unpaid Domestic Violence Leave.

19.7.3 Notice and Evidence Requirements

An Employee who has given the Company notice of Domestic Violence Leave must, if requested, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose of family and domestic violence.

Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration. This request for evidence has to be reasonable.

19.8 Special Leave

Special Leave may be granted with or without pay by the Company. Special Leave may or may not count for service as determined by the Company.

Special Leave may be granted for the following purposes but not limited to:

- a) Blood donations;
- b) Attending to union matters, including training and official conferences;
- c) Attending Employee Assistance Program; or
- d) Personal circumstances.

20 Termination of Employment

20.1 Casual Employee

In order to terminate the employment of casual Employee, the Company shall give one (1) day notice to the Employee or make payment in lieu of notice.

20.2 Full-time and Part-time Employees

In order to terminate the employment of a full-time or part-time Employee, the Company shall provide the Employee the period of notice specified in the table below or make payment in lieu of notice.

Period of continuous service with Cubic	Period of Notice
More than 6 months but no more than 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

The Company shall give a full-time or part-time Employee an additional one (1) weeks' notice if an Employee is over 45 years old and has completed at least two (2) years continuous service with the Company.

20.3 Payment in Lieu of Notice

Regardless of the above required notice periods, the Company may pay in lieu of notice, or part notice and part pay in lieu. The amount of payment in lieu of notice will be equal to the wages that an Employee would have earned during their ordinary time, if the Employee's employment had continued until the end of the required period of notice.

If the Company and an Employee agree to a lesser period of notice, no payment shall be due for the amount of notice which is foregone by reason of that agreement.

20.4 Employee Resignation

An Employee may terminate their employment (e.g. resignation) by providing to the Company the notice as described in [Clause 20.1](#) for casual employees, and the table in [Clause 20.2](#) for full-time and part-time Employees. Full-time and part-time Employees are not required to provide the Company with the additional week notice if they are over 45 years old.

If an Employee fails to provide the applicable notice of their resignation, then the Company will have the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

20.5 Dismissal for Grave Misconduct

The notice periods referred to in [Clause 20.1](#) and [Clause 20.2](#) do not apply if the Company terminates the employment of the Employee by reason of grave misconduct.

The Company can terminate an Employee's employment without notice or payment in lieu of notice if an Employee commits an act of grave misconduct. Some examples, but not a complete list, of matters that are deemed to be grave misconduct are:

- a) Unauthorised possession of Company goods, money or tools.
- b) Theft, fraud, or deliberate falsification of records.
- c) An Employee having been convicted for a serious criminal offence.
- d) Violence or threat of violence.
- e) Insubordination.
- f) Damaging Company or Employee's property.
- g) Disclosure of confidential information.
- h) Accepting gifts that may influence the award of business.
- i) Discrimination, harassment or bullying.
- j) Being under the influence of drugs or alcohol
- k) Unexplained unauthorised absence.
- l) Serious infringement of Health and Safety rules.
- m) Unauthorised use, or misuse of Company computer systems.
- n) Serious negligence that causes, or may cause loss, damage or injury.

The Company can remove an Employee from their roster on an interim basis on ordinary pay, including and shift penalties they would have received had then been rostered while the Company investigates any suspected misconduct by an Employee or, while it makes a decision as to the appropriate course of action to take in the event that it believes an Employee has engaged in misconduct.

20.6 Abandonment of Employment

Abandonment of employment is deemed as the absence of an Employee from work for a continuous period exceeding three (3) working days without consent of the Company and without notification to the Company. This can be considered as evidence that an Employee has abandoned their employment, should the Company have made all reasonable attempts to contact the Employee during the absence.

Unless the Employee provides acceptable reason for the absence, the Employee may face dismissal.

20.7 Redundancy

Employees will be informed of any changes that have a significant effect on the business including restructuring, change of work locations and/or hours, need for retaining and a change in the composition, operational size and skills required by the Company.

Redundancy occurs when an employer either decides they no longer need an Employee's job to be done by anyone, or the employer becomes insolvent or bankrupt, and terminates their employment.

An Employee whose role has been made redundant will receive redundancy payment calculated in the table below, in respect of all continuous service with The Company.

Period of continuous service	Redundancy Pay	
	Age < 45 years	Age > 45 years
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks	5 weeks
2 years but less than 3 years	7 weeks	8.75 weeks
3 years but less than 4 years	10 weeks	12.5 weeks
4 years but less than 5 years	12 weeks	15 weeks
5 years but less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

In the event that the Company decides it no longer wishes to keep a position an Employee will be doing, and that Employee becomes redundant, the redundancy payment above will be capped at 20 weeks' pay.

In the event that the Company's contract with our customer is terminated and Employees are made redundant as a result, the redundancy payment above will be capped at 14 weeks' pay.

For the sake of clarity, a week's pay in the table above means the ordinary rate of pay excluding any penalties.

Employees who are made redundant receive one (1) day paid leave to seek other employment during the period of notice. The hours equal to one day do not need be consecutive.

If the Company finds an Employee acceptable alternative employment, it does not have to make any severance payment. Acceptable alternative employment will depend on the circumstances at the time. However, a position with the Company or another employer that is of the same or similar status, employment type, and pay will be considered acceptable alternative employment.

20.7.1 Exemption of Redundancy

The redundancy rules and redundancy payments in [Clause 20.7](#) of this Agreement do not apply in the following circumstances:

- a) An Employee's employment is terminated due to misconduct or poor performance; or
- b) An Employee is employed as a:
 - i) as a casual Employee; or
 - ii) for a specific period or specific task; or
 - iii) as a seasonal Employee; or
 - iv) under a traineeship or an apprenticeship.

A further exemption from redundancy is where the Company's business is transmitted, assigned to, or succeeded by another employer and an Employee is offered the same, or a substantially similar position with the new employer that is considered on an overall basis to be no less favourable than the Employee's existing position with the new employer, on the proviso the Employee's service and accrued entitlements with the Company are recognised by the new employer.

21 Classifications

21.1 Classification Structure

The classification structure as detailed in [Appendix A](#) provides guidelines to determine the appropriate classification level of persons employed under this Agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills.

Employees working under these classifications will work in any, or all, of these job skills to the extent of their training, skills, qualifications and competencies. For the purposes of this Agreement “job skill” is defined as the predominant work task that is carried out by the Employee for their ordinary work day.

All Employees must be assessed and deemed competent to perform in their role.

21.2 Movement Through the Classification Structure

Progression of Employees through the levels in the Classification structure will be based on meeting the following:

- a) Needs of the business as determined by the Company; and
- b) Attainment and demonstrated utilisation of requisite competencies on a day to day basis as approved by the Departmental Manager.

Employees level classifications will be reviewed every 12 months.

Movement between levels will be subject to greater skills sets being attained and required for the particular role and the operational needs of the business.

21.3 Higher Duties

Where applicable, staff acting in a higher grade for a period of one (1) day or more (inclusive of public holidays) will be paid at one of the two following options, whichever is greater:

- a) They will be paid at the applicable grade for the position as detailed in [Appendix A](#), plus any relevant penalties; or
- b) They will be paid an additional 10% on the base rate of pay, plus any relevant penalties.

All higher duties must be pre-approved by the Company.

21.4 Other Duties

An Employee may be placed on the allocation of work on either a higher or lower grade where circumstances require; provided that the Company is satisfied the Employee is capable, trained or qualified to perform the work allocated. On the occasion work is performed on a grade/level lower than the predominant work task, the Employees’ rate will not be reduced.

22 Training

Training programs are an integral part of Employee’s development. Employees may be requested to attend training sessions during employment. Employees must be prepared to undertake whatever training is deemed necessary in order to carry out duties in a competent and professional manner.

All training will be paid at the base hourly rate including any applicable allowances.

22.1 Independent Medical Examinations

If there is a reasonable doubt that an Employee cannot carry out the required duties in a safe manner, the Employee may be required to undergo an independent medical examination at the Company's expense by a doctor nominated by the Company.

23 Clothing and Personal Protective Equipment

23.1 Service Centre

The Company adopts a dress approach which allows non-front line Employees to decide what to wear to work depending on their agenda for the day. Service Centre Employees are expected to exercise good judgement when deciding what to wear for work. All Service Centre Employees are expected to dress in a manner that reflects professionalism and is appropriate for the job function and the environment in which they work.

23.2 Field Services

Field Services Employees will be provided with work clothing that is suitable for their position. Employees will be required to wear and use work clothing and equipment for the purpose for which it is intended and to keep it in a workable and presentable condition. The Company will replace the clothing and equipment on a fair wear and tear basis.

Employees may be required to pay for replacement clothing and equipment if the clothing or equipment issued becomes lost or damaged as a result of deliberate or negligent acts by the Employee.

All new Employees will be issued the following:

- a) 1 x 4:1 jacket
- b) 3 x Drill shirts
- c) 3 x Drill pants
- d) 1 x Safety boots
- e) Safety glasses
- f) Gloves
- g) Wide brim hat
- h) Sunscreen
- i) 1.5 litre water bottle

24 Employee Assistance Program

The Company maintains an Employee Assistance Program providing professional and confidential counselling and other support services to Employees. Employees are encouraged to use these services.

25 Employee Representative Rights

25.1 Rights of the Company:

The Company shall be able to:

- a) Expect that Employees, be they an Employee Representative or Union Delegate or not, will perform the job in which they are employed.
- b) Be given reasonable notice by Employee Representative or Delegates that they intend to carry out their Employee Representative or Union duties.
- c) Expect that Employee Representative(s) or Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.

25.2 Rights of an Employee Representative:

An Employee Representative shall be able to:

- a) After obtaining the permission of the Company, move freely for the purpose of consulting other Employee Representatives during working hours.
- b) Negotiate with management together with other Employee Representatives and/or Delegates union delegates on behalf of all or part of the Employees on any matters affecting the employment of members who work in The Company.
- c) Call meetings, and for Employees to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
- d) Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the Employee Representatives and/or Delegates from the Employees who elected them.
- e) Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to efficiently carry out their Employee Representative responsibilities.
- f) Have all agreements and arrangements negotiated with the Company set out in writing and for these agreements and arrangements, including Agreements, to be provided to Employee Representative on request.
- g) Place notices on a defined area


25.3 Rights of a Union Delegate:


A Union Delegate shall be able to:

- a) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- b) After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
- c) Negotiate with management together with other union delegates on behalf of all or part of the Employees on any matters affecting the employment of members who work in The Company.
- d) Call meetings, and for members, to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
- e) Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- f) Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.
- g) Attend meetings and training held by the Union in which they hold office without loss of any rights following the approval of the Company. Attendance at these meetings shall be permitted according to the provisions of Special Leave of this Agreement
- h) Have all agreements and arrangements negotiated with the Company set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
- i) Place notices on defined union notice boards.

26 Signatories

26.1 For Cubic Transportation Systems (Australia)

Name in full (printed) JOHN KARABOULIS
Signature: 
Position: VICE PRESIDENT SERVICES APAC
Employer address: Level 23, 477 Pitt St Sydney NSW 2000
Authorization Cubic Transportation Systems (Australia) Vice President
Date: 29th July 2019

Witnessed by
Name in full (printed) BRAD TUCKER
Signature: 
Witness Address: LEVEL 23, 477 PITT ST
SYDNEY NSW 2000
Date: 29th July 2019

26.2 For the The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

Name in full (printed) JUSTIN PAGE
Signature: J & T Page
Position: SECRETARY
Employer address: L5 370 PITT ST SYDNEY NSW 2000
Authorization: CEPU RULES.
Date: 24-07-19

Witnessed by
Name in full (printed) DANIEL AUSTIN
Signature: Daniel Austin
Witness Address: LVL 5, 370 PITT STREET
SYDNEY NSW 2000
Date: 24-7-19

26.3 For the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union Branch of the Australian Municipal, Administrative, Clerical and Services Union (ASU/USU)

Name in full (printed) _____

Signature: _____

Position: _____

Employer address: _____

Authorization _____

Date: _____

Witnessed by
Name in full (printed) _____

Signature: _____

Witness Address: _____

Date: _____

Appendix A - Classification Structure

Service Centre

Service Centre		
Grade	Roles	Skills
1	Entry Level	<ul style="list-style-type: none"> • Initial recruit who may have less than 12 months relevant product management experience • Proficient in keyboarding, data entry and computing skills • Basic navigation, knowledge and understanding of Customer Relationship Manager (CRM) and/or IT Service Management (ITSM) system • Work is performed under close direction using established practices, procedures and instructions
2	Customer Service Representative Card Fulfilment Representative	<ul style="list-style-type: none"> • At least 6 months relevant product management experience and ability demonstrate strong customer service skills • Ability in answering inbound calls, providing accurate information and specialised advice to customers • Able to process the full range of customer related transactions • Interpersonal skills: such as telephone skills, communication skills, active listening and customer-focus • Able to solve problems and handle customer complaints, escalating to a Team Leader when necessary • Buddy with new Employees and provide assistance and guidance • Proficient in keyboarding, data entry and computing skills, including use of CRM • Process internal applications and registrations and distribute card stock • Provide stocktake reports and maintain card inventory records • Respond to customer, card supplier and retail partner company enquiries by phone, mail and email • General administrative duties such as mailing, faxing and filing as well as back of house administration tasks • Require only general direction and can exercise some initiative, discretion and judgement in performing their duties

3	<p>Service Desk Controller</p> <p>Field Dispatch Coordinator</p>	<ul style="list-style-type: none"> • At least 12 months previous experience in a Service Desk and/or Dispatch Coordination environment • Comprehensive computer and operating system knowledge • Ensure efficient coordination and dispatch of field services personnel • A sound geographical knowledge of the service area • Interpersonal skills: such as telephone skills, communication skills, active listening and customer focus • Ability to multi-task and adapt to changes quickly in a services management environment • Technical awareness: ability to match resources to technical issues appropriately • Typing skills to ensure quick and accurate entry of service requests • Respond to requests within agreed service level targets • Prioritise all requests as per the SLA and log them into the ITSM • Review and adjust scheduling as new requests are received • Liaise with internal and external stakeholders to resolve complex situations, escalating to a Team Leader where necessary. • Participate in disaster recovery and business continuity planning, testing and training • Works independently and initiates and uses support from a range of established resources
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4	<p>Senior Customer Service Representative</p> <p>Senior Service Desk Controller</p> <p>Senior Field Dispatch Coordinator</p>	<ul style="list-style-type: none"> • Able to demonstrate and satisfy the requirements of a grade 2 or 3 • Minimum 3 years' (+) experience within a Service Centre environment • Ability to liaise with escalated technical resolvers and finance functions • Ability to handle Service Centre tasks within a high transactional volume environment • Interacting with both internal and external customers, clients, senior management and stakeholders • Ability to manage escalations, investigations, disputes and complaints • Respond to online customer enquiries • Provide subject matter expertise to Employees within grades 1, 2 and 3 • Train other staff and able to identify training needs, ensuring Employees have the skills and knowledge required • Review and adjust the schedules to resolve complex situations, and maintain service records for fault management, preventative maintenance and reporting purposes • Identify process improvements and provide recommendations to management • Work autonomously and use own judgement in deciding on prioritisation and accesses and evaluates support from a broad range of sources • Require only limited guidance or direction and exercise initiative, discretion and judgment.
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Field Services

Field Services		
Grade	Roles	Description/skills
1	Entry Level	<ul style="list-style-type: none"> • Initial recruit who may have less the 12 months relevant experience • An Employee at this level performs routine duties primarily of a manual nature • Performs general labouring and preventative maintenance duties • Basic navigation, knowledge and understanding of IT Service Management (ITSM) system • Work is performed under close direction using established practices, procedures and instructions
2	Store Person	<ul style="list-style-type: none"> • At least 12 months experience within a stores/warehouse environment • NSW Class C drivers' licence • Sound interpersonal communication skills • Proficient in keyboarding, data entry and computing skills • Proficient with the inventory management system • Undertake inventory control and maintain stores operations • Ensure all equipment transported is stored properly and delivered undamaged • Interact with the customer in a positive manner and to ensure accurate communication of customer related problems escalated to supervisor • Ensure major modules and consumables are available to meet delivery demands • Appropriate manual handling of incoming goods is carried out and all respective training is completed Maintain a sound knowledge of WH&S and take an active part in safety issues as required, particularly in areas of manual handling and the handling/storage of hazardous material • Require only general guidance and can exercise some initiative, discretion and judgement in performing their duties

3	<p>Field Services Technician</p> <p>Workshop Technician</p> <p>Senior Store Person</p>	<ul style="list-style-type: none"> • At least 12 months experience within a Field Services or Asset Management environment • NSW Class C drivers' licence • WH&S general induction card (white card) • RIW card (Rail Induction Worker if required) • Competent in performing remedial maintenance of customer equipment and assets on either fixed or mobile assets (not both) • Perform varied technical duties involving the use of a wide range of customised procedures and tools • Proficient with the use of the IT Service Management (ITSM) system • Operate diagnostic systems to debug and isolate complex faults to component level • Report to supervisors or other responsible personnel any potential non-conformance or problems • Ensure work is performed to the required Quality standards • Maintain service records or reports in accordance with Company procedures • Make recommendations on improving methods and procedures to meet the Quality policy objectives of the Company • Report any incidents, near misses and potential hazards in accordance with Company procedures • Require only general guidance and can exercise some initiative, discretion and judgement in performing their duties
4	<p>Senior Field Services Technician (One Tech)</p> <p>Senior Workshop Technician</p>	<ul style="list-style-type: none"> • Able to demonstrate and satisfy the requirements of Grade 3 • RIW card (One Tech only) • Ability to work adeptly across all functions of the field services network, including both fixed and mobile assets • Apply specialised technical knowledge to problem solve difficult or complex situations • Advanced use of the IT Service Management (ITSM) system • Require limited guidance or direction and exercise initiative, discretion and judgment

5	Trade Qualified Technician	<ul style="list-style-type: none"> • Able to demonstrate and satisfy the requirements of Grade 3 • Electrical or mechanical TAFE trade qualifications or similar • Demonstrated electronic servicing skills to component level • Able to understand electrical schematics and update guidelines • Effective diagnostics and trouble-shooting skills in the electrical field • Good personal communication skills and demonstrated interpersonal skills including negotiation, exploration of issues and problem-solving • Ability to review and decipher electrical schematics • Require only limited guidance or direction and exercise initiative, discretion and judgment
6	Senior Trade Qualified Technician	<ul style="list-style-type: none"> • Able to demonstrate and satisfy the requirements of Grade 5 • At least 5 years practical experience within an Electrical or mechanical environment • Be the Company's Nominated Electrical Supervisor • Negotiates complex problems and establishes a working environment that is conducive to effective incident management resolution • Extracts, comprehends and analyses a broad range of work-related information

Appendix B – Rates of Pay

Service Centre				
Grade	Role	First pay period commencing after 1 August 2019	First pay period commencing after 1 August 2020	First pay period commencing after 1 August 2021
1	entry level	\$24.00	\$24.72	\$25.46
2	CSR Card Fulfilment	\$27.00	\$27.81	\$28.64
3	SD Controller Field Dispatch	\$28.68	\$29.54	\$30.42
4	Senior SD Controller Senior Field Dispatch Senior CSR	\$30.10	\$31.00	\$31.93
Field Services				
Grade	Role	First pay period commencing after 1 August 2019	First pay period commencing after 1 August 2020	First pay period commencing after 1 August 2021
1	Entry Level	\$33.00	\$33.99	\$35.01
2	Store Person	\$35.75	\$36.82	\$37.93
3	Field Service Tech Workshop Tech Senior Store person	\$36.83	\$37.93	\$39.07
4	One Tech Senior Workshop Tech	\$40.00	\$41.20	\$42.44
5	Trade	\$46.35	\$47.74	\$49.17
6	Senior Trade	\$52.84	\$54.43	\$56.06