



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Downer EDI Works Pty Ltd T/A Downer
(AG2017/3200)

DOWNER EDI WORKS PTY LTD HIGH CAPACITY METRO TRAINS (HCMT) CONSTRUCTION PHASE ENTERPRISE AGREEMENT 2017

Building, metal and civil construction industries

DEPUTY PRESIDENT COLMAN

MELBOURNE, 8 SEPTEMBER 2017

*Application for approval of the Downer EDI Works Pty Ltd High Capacity Metro Trains
(HCMT) Construction Phase Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Downer EDI Works Pty Ltd High Capacity Metro Trains (HCMT) Construction Phase Enterprise Agreement 2017 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by *Downer EDI Works Pty Ltd T/A Downer*. The Agreement is a greenfields agreement.

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

[3] The Applicant has provided written undertakings. This undertaking has become a term of the Agreement in accordance with s.191(2) of the Act and is appended at Annexure A.

[4] Based on statutory declaration provided by the organisation, I am satisfied that the Australian Rail, Tram and Bus Industry Union, the employee organisation to be covered by the agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[5] The Agreement was approved on 8 September 2017 and, in accordance with s.54, will operate from 15 September 2017. The nominal expiry date of the Agreement is 2 March 2019.



DEPUTY PRESIDENT

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ANNEXURE A



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5 September 2017

Deputy President Colman
Fair Work Commission
-via email-

Dear Deputy President Colman

**RE: AG2017/3200 – Downer EDI Works Pty Ltd High Capacity Metro Trains (HCMT)
Construction Phase Enterprise Agreement 2017 (“Agreement”)**

I refer to correspondence from the Member Support Research Team regarding the above application and provide the following undertakings:

Building and Construction Industry On-Site Award 2010

- The above-referred award is incorporated in the Agreement.

Casual employees

- Casual employees will be entitled to unpaid compassionate leave.
- Casual employees will be paid a loading of 25%.

I confirm that I have spoken to Mr Bryan Evans of the RTBU and he does not oppose the undertakings being given.

Please feel free to contact me at any time if you require anything further.

Sincerely


Damien North
General Manager Industrial Relations
Infrastructure Services

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

Downer EDI Works Pty Ltd

**High Capacity Metro Trains (HCMT)
Construction Phase**

Enterprise Agreement

2017

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PART I – APPLICATION AND OPERATION

1. TITLE

This Agreement shall be called the Downer EDI Works Pty Ltd High Capacity Metro Trains (HCMT) Construction Phase Enterprise Agreement 2017 ("the Agreement").

2. DEFINITIONS

"**Agreement**" means the Downer EDI Works Pty Ltd High Capacity Metro Trains (HCMT) Construction Phase Enterprise Agreement 2017

"**Base Rate**" means an employee's base rate of pay as prescribed in Appendix B.

"**Commencement of Agreement**" means the date the Agreement becomes operational after it is approved by the Fair Work Commission.

"**Parties**" means the Company and the Employee/s.

"**Project**" means the construction of maintenance facilities at Calder Park and Pakenham to service High Capacity Metro Trains.

"**Employee**" means any Employee of any of the Company whose employment is covered by the terms of this Agreement.

"**Company**" the entity that employs employees covered by the Agreement.

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

"**FW Act**" means the *Fair Work Act 2009* (Cth).

"**FWC**" means the Fair Work Commission.

"**OHS legislation**" means the relevant OHS Act and other legislation applicable to the respective Company under this Agreement.

"**Site**" means a construction site within the Project.

3. PARTIES COVERED

3.1. The parties covered by this Agreement are:

- a) Downer EDI Works Pty Ltd ("Company"); and
- b) Rail Tram and Bus Union ("RTBU"); and
- c) All persons who are employed by the Company ("Employees") as applied by clause 5 of this Agreement.

4. NOMINAL EXPIRY DATE

4.1. This Agreement shall commence operation 7 days after the Agreement is formally approved by the FWC (the Commencement Date) and shall have a nominal expiry date of 2 March 2019.

4.2. This Agreement will remain in operation after the nominal expiry date until replaced by another Agreement or terminated in accordance with the provisions of the FW Act.

5. APPLICATION

- 5.1. This Agreement applies to all Employees hired by the Company that are engaged to perform work on the Project for whom classifications and Base Rates are prescribed by this Agreement.
- 5.2. This Agreement will apply to the exclusion of any Industrial agreement/s, state award/s, preserved state award/s, notional agreement preserving state award/s, order/s, enterprise agreement/s, certified agreement/s or workplace agreement/s made under a State law or Federal law, or any other industrial instrument/s or unregistered agreement/s which may otherwise apply to the employment of the Employees by the Company. The Building and Construction General On-Site Award 2010 will apply to this agreement.
- 5.3. The parties note specifically that the Agreement does not apply to:
 - a) Rolling stock assembly or maintenance;
 - b) Management and supervisory personnel;
 - c) Transportation or deliveries of material and or equipment to and from the Project;
 - d) Security personnel;
 - e) Off-site work associated with the Project, other than work performed by employees employed in rail worker classifications covered by this Agreement, who are employed to perform work at a Project site and are required to perform work associated with the Project at a location other than a Project site on a temporary basis;
 - f) Commissioning (other than commissioning of track and associated works prior to the completion of the construction phase) and Operations;
 - g) Engineers/technicians/surveyors;
 - h) Paramedics, nursing or medical staff;
 - i) Clerical and administration personnel;
 - j) The manufacturing or fabrication of materials or supplies (including pre cast facilities) either off-site or on-site; or
 - k) Warranty repairs and/or maintenance work.

6. OBJECTIVES AND COMMITMENTS

- 6.1. The Parties to this Agreement recognise that the Company must achieve real and sustained performance improvements for the Company to meet its goals and objectives. Such performance improvement is the shared goal of the Parties.
- 6.2. As fundamental objectives of this Agreement are to create a framework in which to achieve the following goals:
 - a) Safe and healthy work sites;
 - b) Productive work sites;
 - c) A culture of continuous learning and improvement;
 - d) Meeting and exceeding related completion objectives on time and within budget forecasts; and
 - e) Environmental and cultural heritage awareness and compliance.
- 6.3. The Parties agree to ensure that:

- a) The Company and its Employees work together constructively in the pursuit of an operation where people are flexible, willing to learn and contribute to their fullest;
- b) Employees perform work as requested, provided it is within their range of skills, competence, classification and authorisation;
- c) The Agreement is consistent with the provisions of the FW Act;
- d) The Parties comply with their occupational health and safety obligations and productivity gains will not be achieved at the expense of health and safety standards.

PART II – CONSULTATION, REPRESENTATION AND DISPUTES RESOLUTION

7. CONSULTATION TERM

7.1. This term applies if the Company:

- a) Proposes 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.

7.2. Major change

- a) For a major change referred to in clause 7.1(a), the Company must notify the relevant Employees of the proposal to introduce the major change. The relevant Employees may appoint a representative for the purposes of the procedures in this term, which the Company must recognise.

7.3. However, the Company is not required to disclose confidential or commercially sensitive Information to the relevant Employees.

7.4. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in this clause are taken not to apply.

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

- a) major change to the composition, operation or level of the Company's workforce or to the skills required of Employees; or
- b) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- c) the alteration of hours of work; or
- d) the need to retrain Employees; or
- e) the need to relocate Employees to another workplace; or
- f) the restructuring of jobs.

8. CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

8.1. For a change referred to in clause 7.1(b), the Company must notify the relevant Employees of the proposed change. The relevant Employees may appoint a representative for the purposes of the procedures in this term, which the Company must recognise.

8.2. As soon as practicable after proposing to introduce the change, the Company must:

- a) consult with the relevant Employees regarding 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).
- 8.3. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.4. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 8.5. In this term:
- a) Relevant Employees means 1he Employees who may be affected by a change referred to in clause 7.1.
 - b) In this term regular roster means the shift pattern which the Employee is normally rostered to work

9. EMPLOYEE REPRESENTATIVE

- 9.1. The parties agree that Employees have the right to elect, or nominate themselves as an Employee Representative. The number of Employee Representatives required for the Project will be agreed to by the parties to this agreement based on what is reasonable in relation to the number of employees and geographic location of the Representative. An Employee Representative will, after selection or election by Employee/s, notify the Company.
- 9.2. In the event an Employee seeks representation by the Employee Representative of their choice, their Employee Representative will be allowed necessary time during working hours, subject to notification to the representative's relevant supervisor, to submit to the Company matters affecting the Employee/s.
- 9.3. The Company will not prevent an Employee Representative from assisting employees in their Project Area during normal working hours subject to notification to the representative's relevant supervisor. The Representative will be able to attend meetings, interview consenting employees and attend FWC hearings without loss of pay.
- 9.4. At all other times the Employee Representative will perform productive work as directed.

10. DISPUTES RESOLUTION PROCEDURE

- 10.1. The parties are committed to the Project meeting its production objectives according to its timelines. A major objective of this Agreement is to eliminate lost time and/or lost productivity arising out of disputes or grievances. Disputes over matters arising from this Agreement or the National Employment Standards will be dealt with according to the following procedure.
- 10.2. The Employee/s concerned and/or their nominated employee representative will first meet and confer with the Employee's immediate supervisor.
- 10.3. Alternatively, the Company may raise an issue with Employee/s who may seek the assistance and involvement of an Employee Representative of their choice.

- 10.4. If the matter is not resolved the affected Employee/s and the Company will arrange further discussions involving senior Company management, including the Employee Representative of the affected Employee's choice.
- 10.5. If the matter still cannot be resolved, the Employee, the Employee Representative, or the Company may refer the matter to FWC for final resolution of the matter by conciliation and/or arbitration. Subject to any right of appeal, any determination of FWC will be binding on the Employee, the Employee's Representative and the Company.
- 10.6. Any resolution of a dispute under this clause by FWC will not be inconsistent with the Code for the Tendering and Performance of Building Work 2016 or any successor instrument, or any applicable legislation.
- 10.7. This procedure will be followed in good faith without unreasonable delay.
- 10.8. Subject to 10.9 below, work will continue without interruption from industrial stoppages/bans, demarcations and/or limitations while these procedures are being followed.
- 10.9. While this procedure is being followed the status quo that existed prior to the dispute will remain and, subject to this, work shall continue normally where it is agreed that there is an existing custom and practice, but in other cases, the work shall continue at the instruction of the Employer. Failure to continue shall be a breach of the Agreement. The Company will be able to apply reasonable discretion regarding how the work/conditions will apply until the dispute has been conciliated/arbitrated.
- 10.10. If the Employee/Employee's Representative/Company refuses to follow any of the steps in this procedure, the non-breaching party will not be obliged to continue through the remaining steps of the procedure and may immediately seek relief by application to the FWC or elsewhere.

PART III – SAFETY

11. GENERAL SAFETY MATTERS

- 11.1. The Victorian Occupational Health and Safety Act 2004 ("OH&S Act") and the Rail Safety National Law Application Act 2013 and Rail Safety National Law National Regulations 2012 and/or any update at a State or Federal level, its Regulations and associated legislation will apply to the Project. Where an activity or procedure for which there is no technical regulation is to proceed, reference will be made to the appropriate Australian Standard.
- 11.2. Site Safety Consultative Mechanisms
 - a) It is the intention of the parties that the Project will have a work group for the purposes of OHS legislation.
 - b) The work group will elect a Health and Safety Representative in accordance with the OHS legislation.
 - c) The Health and Safety Representative will be allowed appropriate paid time during working hours to attend to legitimate job matters directly affecting the Employees he/she represents provided that the Representative notifies their manager or supervisor and agreement is reached first. At all other times the Representative will perform productive work as directed by the Company. The role of OHS Representative is not a full time role.
- 11.3. Safety Committee
 - a) A Health and Safety Committee will be established on the Project;
 - b) The Health and Safety Committee shall include the Company's nominated Health and Safety Supervisor and the applicable Health and Safety Representatives for the Project;

- c) The Health and Safety Committee shall meet as necessary to provide an overview of safety on the Project, and assist in the promotion of a safe working environment on the Project site. The Health and Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items; and
- d) If a dispute regarding the Health and Safety Committee arises the dispute will be resolved by the applicable Regulator.

11.4. PPE

Where there is evidence that employees are not wearing the mandatory safety personal protective equipment whilst engaged to work on the site will be issued with a warning. Two warnings may result in the termination of the employee, particularly if the Employee is engaged in a high risk activity.

11.5. Rail Safety

All employees working on rail assets must meet all applicable regulatory and Company requirements associated with such work, including but not limited to medical examinations, competency requirements and testing for alcohol and other drugs. The Company shall meet all costs associated with meeting these requirements.

PART IV – EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

12. PROBATIONARY PERIOD

- 12.1. The Employee's employment with the Company will be subject to a three month probationary period commencing from the date of commencement of employment.
- 12.2. At any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee by giving one week's notice in writing (or payment in lieu of notice at the Company's election). No notice payment will be provided if the Employee's employment is terminated in accordance with clause 15.6.

13. CONTRACT OF EMPLOYMENT

- 13.1. A tradesperson or labourer will be engaged as daily hire or casual. Mechanical plant operators will be employed on a full time or part time basis.
- 13.2. Casual Employee
 - a) A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for casual employment they will be informed in writing that they are to be employed as a casual, the job to be performed, the classification level and their pay rate.
 - b) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, annual leave loading, personal / sick leave, paid compassionate leave, parental leave and pay for public holidays not worked.
 - c) On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work plus the relevant fares and travel allowance.
 - d) A casual Employee required to work overtime or on a weekend shall be paid the applicable loading in addition to the casual loading. For example, a casual employee will be paid 225% of the hourly rate where the relevant penalty rate is double time. A casual Employee required to work on a Public Holiday shall be paid 275% of the hourly rate prescribed in this Agreement for the Employee's classification.

- e) Termination of all casual employment shall require eight hours' notice on either side or the payment or forfeiture of eight hours pay, as the case may be.

14. COUNSELLING AND DISCIPLINARY PROCEDURE

14.1. This procedure is to be followed for all disciplinary cases including unsatisfactory performance, attendance or workplace behaviour other than matters pertaining to clause 15.6.

14.2. To maintain a work culture of integrity and mutual trust, Employees and the Company will adhere to the following procedure.

a) Step 1- Warning/Counselling

- i. In the event the Company is concerned regarding an Employee's performance and/or conduct the Employee will be given an opportunity to provide an explanation.
- ii. The Company will consider this explanation and any relevant facts. If the Company considers it appropriate, the Employee will be reminded of this procedure and advised that they will be issued with a first warning. The Company will also inform the Employee that failure to correct their performance or conduct, may lead to further warnings.
- iii. The Employee will be advised of the required performance and/or conduct.
- iv. The warning is to be documented and a copy provided to the Employee.

b) Step 2 - Written / Improved Performance

- i. Where the Company has ongoing concerns regarding the Employee's performance and/or conduct the Employee will be given an opportunity to provide an explanation.
- ii. The Company will consider this explanation and any relevant facts. If the Company considers that it is appropriate, a written warning will be issued stating the opportunity previously given for improvement.
- iii. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances of poor performance or conduct will lead to dismissal without further warning.
- iv. The written warning will also provide feedback to the Employee on how to improve their performance and/or conduct.

c) Step 3 - Dismissal

- i. If the Employee has failed to meet required standards of improvement in performance and/or conduct the Company will explain their concern to the Employee.
- ii. The Employee will be given an opportunity to provide an explanation.
- iii. The Company will consider the explanation and any relevant facts. If the Company considers it appropriate, notice of dismissal may be given by the Company.
- iv. This procedure does not take away the right of the Company to dismiss an Employee without notice for serious wilful misconduct or the right of an Employee to seek advice from an Employee representative at any stage of this procedure.

- 14.3. The written final warning will lapse after twelve months.
- 14.4. Nothing in this clause prevents the Company from implementing alternative disciplinary action in addition to, or instead of, the warnings listed above. Alternative disciplinary action may include (but is not limited to) a direction to attend training or counselling, a temporary or permanent demotion, loss of supervisory responsibilities and/or withdrawal of benefits such as use of a Company Vehicle or any other lawful and reasonable direction consistent with the terms of this Agreement.
- 14.5. The Company at its discretion may suspend the Employee with pay and require the Employee not to attend for work for a period determined by the Company while an investigation is being conducted.
- 14.6. This clause shall not operate so as to exclude or modify the application of Part 3-2 (Unfair Dismissal) of the FW Act to any Employee who has completed the minimum qualifying period.

15. TERMINATION

15.1. Notice of Termination

- a) The Company will give the following notice when terminating part time and full time employees (excluding casuals and daily hire employees):

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

- 15.2. In addition to the above notice, Employees over 45 years of age with not less than two years continuous service shall be entitled to an additional week's notice.
- 15.3. The Company at its discretion may give payment in lieu of notice, or part notice and part payment in lieu. The payment in lieu of notice shall equal the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee.
- 15.4. If the Employee fails to give the required notice, or gives notice or is given notice but leaves before the end of the notice period, they shall forfeit the amount that would equal payment in lieu of notice, from any money owed by the Company.
 - a) The notice given by an Employee shall be the same as that required of the Company except that there shall be no additional notice based on the Employee's age.
- 15.5. Notwithstanding the notice provisions of this clause, the Company retains the right to terminate the employment without notice for serious misconduct, in which case the Employee shall only be entitled to be paid for the time worked up to dismissal. In this sub-clause, serious misconduct includes (but is not limited to) any serious or persistent breach of this Agreement or the Company's policies, dishonesty, theft, fraud, breach of safety provisions, wilful damage to property on the project, harming or threatening co-workers, bullying, breach of the Companies Fit for Work Policy or Company's alcohol and drugs in the workplace policy, gross negligence, unauthorised or prolonged absenteeism, refusal of duty or breach of the confidentiality requirements or other Employee obligations of this Agreement.

16. ABANDONMENT OF EMPLOYMENT

- 16.1. Employees have a responsibility to notify the Company of any absences from work.

- 16.2. If an Employee is absent without notification, the Company will make a genuine effort to contact the Employee. If the Company is able to contact the Employee, the Company will require the Employee to provide substantive justification for their absence. The Company reserves the right to take disciplinary action where this explanation is not satisfactory.
- 16.3. If the Employee has not contacted the Company after three (3) working days, the Employee will be deemed to have abandoned their employment. The Company will then treat the Employee's employment as having been terminated by way of instant dismissal and wages shall be paid only up to the last working day.
- 16.4. Termination under this clause will be reviewed in circumstances where an Employee provides satisfactory evidence that she/he was prevented from attending work for legitimate reasons, within 14 days from the date of the termination.

17. STANDING DOWN OF EMPLOYEES

- 17.1. The right of the Company to stand down an Employee shall be in accordance with section 524 of the FW Act.

18. REDUNDANCY

- 18.1. The Company will become and remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 1 ("Incolink Number 1 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee. All employees of the Company within the scope of this Agreement will be enrolled in the Incolink Number 1 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed. The Company shall pay contributions to the Incolink Number 1 Fund on behalf of each employee (other than apprentices) on a weekly basis in accordance with the Trust Deed.
- 18.2. References in this clause to "Incolink Number 1 Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purpose of this Agreement as a fund which supersedes the Incolink Number 1 Fund.
- 18.3. The payments under this clause are inclusive of any statutory entitlements.
- 18.4. It is agreed that it is the Company's prerogative to determine the order of selection of Employees for termination or retrenchment based on criteria such as skills, behaviours and performance. The Company may also call for voluntary redundancies.

PART V – RATES AND ALLOWANCES

19. CLASSIFICATION STRUCTURE

- 19.1. All Employees working under this Agreement shall be classified according to the skill based classification structure in Appendix A.

20. WAGE INCREASES

- 20.1. Wages will be increased as follows:
 - a) From the first full pay period commencing on or after 1st March 2018 it will be 5%.
 - b) From the first full pay period commencing on or after 1st March 2019 it will be 3%.
- 20.2. Wage schedule
 - a) Base Rates in Appendix B.
- 20.3. Base Rates inclusive
 - a) The Base Rates are inclusive of all entitlements except as specifically listed elsewhere in this Agreement.

- 20.4. Apprentices will be paid at the following percentage of a qualified CW3 Tradesman's Base Rate:
- a) First Year 50%, or 55% for an apprentice who has completed Year 12 schooling;
 - b) Second Year 60%, or 65% for an apprentice who has completed Year 12 schooling;
 - c) Third Year 75%, or 80% for an apprentice who has completed Year 12 schooling; and
 - d) Fourth Year 90%, or 95% for an apprentice who has completed Year 12 schooling.

21. DAILY FARES AND TRAVELLING ALLOWANCE

- 21.1. A payment per day shall be made for each day worked. However, if the Employee is provided with the use of a fully maintained vehicle, the Employee will not receive the daily travel allowance. This payment shall in no way limit or be construed as a payment in substitution for any other entitlement and will not be included in the calculation of any other entitlement under this Agreement.

21.2. Where applicable, payment shall be as follows:

First full pay period on or 1st March 2017 it will be:	\$ 43.00 per day
First full pay period on or 1st March 2018 it will be:	\$ 45.00 per day

21.3. The cost of CityLink tolls or similar will be reimbursed to an Employee who is required by the Company to use their own vehicle during working hours, but not for travel to and from work.

21.4. Where an Employee is required to use their own vehicle for work purposes during work time, a payment of 75 cents per kilometre shall be payable. The amount of kilometres to be travelled is to be approved by the Employee's supervisor before travel commences and must be noted on the Employee's weekly timesheet. Payment for kilometres will not be paid to Employees for normal travel to and from work.

22. SITE ALLOWANCE

22.1. The parties have agreed that a site allowance will be paid to an Employee at the flat rate set out in the table below for all hours worked to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and/or disabilities on the Project. This is a flat hourly allowance and does not attract any loadings or penalties.

22.2. Site allowances will be adjusted effective 1 October each year in accordance with the CPI movement (All Groups, Melbourne) in the preceding July to June period.. The site allowance shall be up or down to the nearest 5 cents.

The site allowance on Commencement of Agreement is \$4.25.

23. FIRST AID ALLOWANCE

23.1. The Company will pay each Company nominated and approved Employee Level 2 First Aider for each day worked as per the table below.

23.2. The first aid allowance will be paid as a flat daily allowance and does not attract loadings or penalties.

23.3. Where applicable, first aid allowance payment shall be as follows:

First Aid Allowance	On Commencement of Agreement	1st March 2018	1st March 2019
Level 2	\$4.58	\$4.82	\$4.96

24. LEADING HAND ALLOWANCE

24.1. A Leading Hand means any Employee who is appointed by the Company, with the specific responsibility of directing and/or supervising the work of other Employees. Leading Hands will be appointed in writing by the Company.

24.2. The leading hand allowance will be paid as a weekly flat allowance as follows. This is a flat allowance and does not attract any loadings or penalties:

Leading Hand Allowance	On Commencement of Agreement	1st March 2018	1st March 2019
2 to 5 direct reports	\$45.40	\$47.67	\$49.10
6 to 10 direct reports	\$55.72	\$58.51	\$60.26
10+ direct reports	\$72.24	\$75.85	\$78.12

25. IN CHARGE OF PLANT ALLOWANCE

- 25.1. An additional amount of \$36.82 per week will be paid when;
- a) Two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
 - b) An employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or
 - c) The employee is the only person of that class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work; or
 - d) Shifts are worked the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work.
 - e) The amount referred to above shall be increased at the commencement of the first pay period on or after 1 March in 2018 and 1 March 2019 by the same percentage as the wage increase applicable at that time.

26. LIVING AWAY FROM HOME ALLOWANCE ('LAFHA')

- 26.1. The eligibility of an Employee for living away from home entitlements whilst employed on the Project will be determined by the Employee's declared place of residence on their application for employment. The declared place of residence on the application for employment will be considered to be the employee's place of residence for the duration of their employment on the project for the purpose of this clause.
- 26.2. To be eligible for LAFHA the Employee must maintain a normal place of residence greater than 100 kilometres radial distance from where they report to work on the Project. The Employee may be required to provide proof of this and provide a signed statutory declaration to the Company.
- 26.3. When an Employee is eligible for living away from home allowance, the Company will either:
- a) Pay an allowance of \$770.00 per 7 day week in full recompense for all costs incurred. For broken parts of the week, the Company will pay \$150.00 per day; or
 - b) Provide the Employee with reasonable (including camp style) board and lodging. Where this is supplied there will be no payment for LAFHA.
- 26.4. The Company will deduct on a pro rata basis at the rate of \$150.00 per day for each day the Employee is not ready, willing and available for work in accordance with this Agreement or because of industrial action.
- 26.5. An Employee, whose declared residence is within 100 kms of the project, will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.
- 26.6. LAFHA will not be included in the calculation of any other entitlement under this Agreement.

27. INCOME PROTECTION INSURANCE

- 27.1. Subject to this Clause the Company shall maintain Income Protection Insurance (sickness and accident) for all employees covered by this Agreement. The Income Protection Insurance (sickness and accident) for employees will be collected and administered by a supplier that has been agreed upon by all parties to this agreement, including Incolink or Chifley. The cost to the Company during the life of this Agreement will not exceed the Incolink Trust deed.
- 27.2. The policy will provide benefits as per the policy document to employees, including the following:

- a) Up to a maximum of \$1,500.00 per week in the event of any non-work disability or illness as defined in the policy after a waiting period/accrued sick leave is exhausted, for a maximum of 104 weeks or end of project plus 90 days whichever comes first.
- b) Up to a maximum of \$1,500.00 per week in the event of a "Journey Accident" as defined in the policy, for a maximum of 104 weeks.
- c) Death and or permanent disability insurance cover for work related events.
- d) Ancillary benefits as defined in the policy including funeral contribution and TAC top up benefit.
- e) Accident make up payments to 100% of base rate earnings for a further 52 week period after the expiry of the Accident Make Up Pay referred to in Clause 28 below.

28. ACCIDENT MAKE UP PAY

- 28.1. The Company will provide accident make up payments to 100% of pre injury average weekly earnings for the first 52 weeks of a Workers Compensation illness or injury.

29. PAYMENT OF WAGES

- 29.1. All wages, allowances and other monies may be paid by electronic funds transfer on a weekly basis which an Employee may request be split between up to two accounts.
- 29.2. The Company shall keep a record from which the following can be readily ascertained:
- a) The name of each employee and the employee's classification.
 - b) The hours worked each day.
 - c) The gross amount of wages and allowances paid.
 - d) The amount of each deduction made and the nature thereof.
 - e) The net amount of wages and allowances paid.
 - f) The Company's Workers' Compensation policy or other satisfactory proof of insurance such as a renewal certificate.
 - g) Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE or PAYG Tax, whether under a Group Employer's Scheme or not.
 - h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the Company's registration, the date of the last payment and the period for which that payment applies.
 - i) The Company's Superannuation Schemes number and the contribution returns by the Company on behalf of the employee, where such benefit applies.
- 29.3. An employee who has not received their wages on pay day after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of the employer), shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour, up until the wages are actually paid.

30. SUPERANNUATION

- 30.1. The Company will contribute superannuation at the rates prescribed by the Superannuation Guarantee (Administration) Act 1992, calculated on ordinary time earnings on behalf of the Employee. This contribution shall be made to a complying superannuation fund, that offers a MySuper product.

- 30.2. The Company shall provide Employees with the right to choose their own preferred superannuation fund. Where an Employee fails to nominate a superannuation fund, C+BUS will be the default fund.
- 30.3. The minimum level of contributions paid on behalf of each Employee per week (other than an Apprentice) shall be as follows:

First full pay period on or after 1st July 2017	\$215.00
First full pay period on or after 1st July 2018	\$ 225.00

- 30.4. The above contribution rates do not limit the Company's liability under the Superannuation Guarantee Charge.
- 30.5. All superannuation contributions shall be paid as required by the trust deed of the complying superannuation fund.
- 30.6. Where an Employee wishes to have their pay salary sacrificed for additional superannuation, the Company will comply with the Employee's request without unreasonable delay. All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice pay rate.

31. INCLEMENT WEATHER

- 31.1. This clause sets out the full rights, obligations and entitlements of the Parties and establishes the conditions under which payment for periods of inclement weather shall be made.
- 31.2. The purpose of this clause is to set out the procedures and processes which apply for the suspension of work in areas exposed to inclement weather as defined, and prescribes the conditions regulating payment of ordinary time rates for Employees who cannot be re-assigned to work out of the inclement weather.
- 31.3. "Inclement weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail. Whether a particular situation constitutes inclement weather shall be in accordance with clause 31.4.
- 31.4. Determination of Inclement weather
- a) The Company, or the Company's representative, shall, when requested by the Employees or their representative, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not weather conditions are inclement.
 - b) Weather shall not be regarded as inclement unless it is agreed by the Company and Employee Representative. Provided that if an Company or the Company's representative refuses to confer within such reasonable period, Employees shall be entitled to cease work for the rest of the day and be paid inclement weather.
- 31.5. Cessation and resumption of work
- a) At the time Employees cease work due to inclement weather the Company or the Company's representative on site and Employees or a representative of the Employees shall agree and note the time of cessation of work.
 - b) After the period of inclement weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted by the Company's representative.
- 31.6. Unsafe Conditions

- a) Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by the inclement weather, the Employee may be transferred to other work in the Employee's classification on site, in accordance with clause 31.7, until the unsafe conditions are rectified.
- b) Where such alternative is not available and until the unsafe conditions are rectified, the Employee shall remain on site unless the Employee is entitled to leave site in accordance with clause 31.8(f).
- c) Where an Employee is required to remain on site during inclement weather, the Employee shall be paid for such time without reduction of the Employee's inclement weather entitlement.

31.7. Transfers

- a) Where Employees cannot work due to inclement weather, the Company may transfer Employees from the affected location on site to work at another location on the site which is not affected by inclement weather.

31.8. Requirements for payment for inclement weather

- a) An Employee shall not be entitled to payment for inclement weather as provided for in this clause unless the Employee remains on the job and until the provisions set out in this clause have been observed.
- b) The entitlement to payment for time lost due to inclement weather is an entitlement limited to ordinary time lost, and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject to the provisions of this Agreement concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Agreement shall apply.
- c) All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and Employees.
- d) Should a portion of the project be affected by inclement weather, all Employees that are not affected shall continue to work in accordance with the appropriate Agreement provisions, notwithstanding that some Employees may be entitled to cease work due to inclement weather.
- e) Should a portion of the project be affected by inclement weather, affected Employees can be transferred to an unaffected location on the site or to another site in accordance with clause 31.7.
- f) Prior to any Employee leaving the site due to inclement weather, consultation shall take place between the Employee (or the Employee's representative) and site management. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved Employees will be denied an entitlement to payment in accordance with this clause.

31.9. Crediting of Inclement Weather Hours

- a) Provided that the procedures in clause 10 have been complied with, Employee shall be entitled to payment by the relevant Employer for ordinary time lost through inclement weather for up to 32 hours in every four week period.
- b) For the purpose of this clause the following conditions shall apply:
 - i. The first four week period shall be deemed to commence on Agreement commencement and subsequent periods shall commence at four weekly periods thereafter.

- ii. An Employee shall be credited with 32 hours at the commencement of each 4 weekly period. Any credited but unused hours in a four weekly period will not be carried over into the subsequent 4 weekly period.
- iii. If an Employee commences employment during a four week period the Employee shall be credited 32 hours where the Employee commences on any working day within the first week; 24 hours where the Employee commences on any working day within the second week; 16 hours where the Employee commences on any working day within the third week; and 8 hours where the Employee commences on any working day within the fourth week.
- iv. An Employee working on a part-time basis shall be entitled to a pro-rata number of hours per four week period based on the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire Employee's proportionate entitlement shall be as follows i.e. $32 \times \text{Number of hours agreed to be worked during the 4 week period} \div 144$
- v. No Employee shall be entitled to receive more than 32 hours (or pro-rata hours for part-time Employees) inclement weather payment in a four week period.
- vi. The number of hours credited to any Employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- vii. Payment under this clause shall be weekly.

31.10. Dewatering

- a) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the relevant Employer's obligations under the occupational health and safety laws and legislation, Employees working in the affected worksite or area shall assist in "dewatering" that work site or area. Such work will be paid at single time rates. Productive work will continue in areas not so affected.
- b) Where the whole of a site is affected by surface water following a period of rain, resulting in all productive work being suspended by agreement between the Employee(s) or the representative(s) and site management, then Employees shall assist in dewatering the site. Such work will be paid at penalty rates as is the case for safety rectification work. To avoid doubt, if other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates, in accordance with clause 31.10(a).
- c) To avoid doubt, any dewatering time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather. Further, it does not affect an Employee's entitlement under clause 30.9.

31.11. High Winds

- a) The occurrence of high winds, whilst constituting inclement weather affecting some work processes, does not give rise to an entitlement for any Employee whose work is suspended to leave the site and be paid. In such circumstances, the Employees will be transferred in accordance with clause 31.7. For the avoidance of doubt, payment will not be made for time so lost.

31.12. Hot weather

- a) Subject to the Hot Weather Working Arrangements in sub-clause 31.13, temperature of or above 35°C shall be defined as constituting inclement weather for work.
- b) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of work.

31.13. Hot Weather Working arrangements

- a) Any industry practice where all Employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C will no longer operate.
- b) At temperatures below 35°C Employees are not to be relocated out of direct sunlight unless the work environment creates a risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed.
- c) Once the temperature reaches 35°C work will cease, and Employees may leave the site, provided that work must not cease until the Employer confirms (after conferring with Employees or an Employee representative) that conditions are inclement and the task or activity being performed is completed.
- d) During periods of hot weather, work in air conditioned environments shall continue as normal. Employees will walk a reasonable distance through the open to and from amenities and the air-conditioned work space, provided it does not pose a serious threat to their health or safety.
- e) By agreement with the occupational health and safety committee and the Employer, during periods of inclement weather (hot weather) the Saturday break roster can be applied to weekday work.
- f) It is expressly agreed that, other than as provided for in 31.13(b) work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be in breach of this Agreement, rendering Employees ineligible for any payment which may otherwise accrue.

31.14. Temperature Measurement

- a) For the purpose of temperature measurement the project the temperature will be measured by the nearest Melbourne Bureau of Meteorology Monitoring Station to each site.

31.15. Shift Workers

- a) All shift workers (i.e. workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a minimum of 2 hours, holding themselves available to commence work should the temperature fall below 35°C.

31.16. Wet weather

- a) Where Employees are prevented from working because it is raining:
 - i. for more than an accumulated total of four hours of ordinary time in any one day; or
 - ii. after the meal break, as provided for In this Agreement, for more than an accumulated total of 50% of the normal afternoon work time; or
 - iii. during the final 2 hours of the normal work day for more than an accumulated total of one hour and the Employee cannot be transferred in

accordance with clause 10.7, the relevant Employer shall not require the Employees to remain on site beyond the expiration of any of the above circumstances. Provided that where, by agreement between the relevant Employer and/or the employers representative and the Employees or their chosen representative that the Employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employees' credited inclement weather hours.

- b) Where Employees are in the sheds because they have been rained off, or at starting time, morning tea, or lunch time and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:
 - i. the rain stops;
 - ii. a covered walkway has been provided;
 - iii. the sheds are under cover and the Employees can get to the dry area without going through the rain; or
 - iv. Adequate protection is provided. Protection shall, where necessary, be provided for the Employees' tools.
- c) In this clause, a dry area shall mean a work location that has not become saturated by rain or where water would not drip on the Employees.
- d) Completion of concrete pours and emergency work
 - i. An Employee shall not work or be required to work in the rain, except in the case of completing concrete pours or where agreed, emergency work.
 - ii. In the event of rain the Employee shall be provided with adequate wet weather clothing and shall, whilst working in rain, be paid (100%) of the ordinary rate extra for each hour worked in addition to the ordinary rate.

PART VI – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK

32. HOURS OF WORK

- 32.1. The Parties are committed to meeting Project requirements whilst giving individual Employees a balance of work and leisure. This will be achieved by a roster for work as required to meet the objectives of the program.
- 32.2. All parties and Employees bound by this Agreement commit to:
 - a) Flexibility in any way in which ordinary hours are organised and worked to meet operational requirements;
 - b) Working reasonable additional overtime
 - c) Working shift work where required
 - d) Being at the pre-start crew meeting each day at the specified start time;
 - e) Remaining at their workplace until the designated break/s and/or finish time. The foreman will make clear what are reasonable times to pack up and /or depart the workface prior to a break or finishing time.
- 32.3. Start and Finish Location
 - a) The start and finish location will be the amenities located on Site appropriate for each individual employee. The specific amenities nominated as the start and finish times for each employee will be determined by the Company.

- b) If the Company provides transport for the employees from any location (e.g. from a car park external to the Site) to the amenities this does not alter the employees obligations with respect to start and finish times or starting locations under this Agreement.
- c) Employees should be suitably attired in work uniforms and personal protective equipment and ready for work at the designated start time.

32.4. Standard Ordinary Hours

- a) The ordinary hours of work shall generally be 36 hours per week, 8 hours per day to be worked Monday to Friday between the hours of 6.00am and 6.00pm or as varied in accordance with clause 32.4 b.
- b) The standard ordinary hours of work for different work areas, once established, may be varied by agreement between the Company and the majority of the directly affected Employees in the work area or, in the absence of agreement, by the giving of 7 days' notice by the Company to the Employees concerned. The Parties will consult on the standard ordinary hours of work and the Company will take into consideration an Employee's family commitments prior to implementing changes.
- c) All work performed outside standard ordinary hours will attract the relevant penalty rates as set out in this agreement.

32.5. Work on Fridays

- a) The Company and the Employees will endeavour to ensure that wherever possible normal productive work shall cease at 3.30pm on Fridays. This does not mean that no productive work can continue past this time and the Company and the Employees will ensure that a sensible approach to this clause is maintained. That is, work can continue past 3.30pm on Fridays if the work is necessary for the production schedule to be maintained or to ensure that the other Employees can be productively employed.

33. OVERTIME AND WEEKEND WORK

- 33.1. Employees will be required to work reasonable weekend and non-weekend overtime when requested as determined by the Company to meet the needs of the Company's contractual requirements for completion of work on the Project.
- 33.2. All time worked outside or in excess of an Employee's ordinary hours of work (inclusive of time worked for accrual purposes as prescribed herein) shall be deemed overtime. Overtime worked Monday to Sunday will attract double the Ordinary time rate. An Employee required to either work overtime on a Saturday, or to work on a Sunday, shall be paid a minimum of four (4) hours' work.
- 33.3. An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving work) will be paid for a minimum of four hours' work at the appropriate overtime time rate for each time the Employee is so recalled.
- 33.4. No Employee under the age of eighteen years shall be required to work overtime or shift work unless the Employee so desires.
- 33.5. No apprentice or trainee shall be required to work overtime or shift work at times which would prevent the Employee's attendance at a training facility, as required by any statute, agreement or regulation.
- 33.6. An Employee who works overtime:
 - a) the Company may require any Employee to work reasonable overtime. Employees who accept an offer of overtime will be obliged to attend.

- b) between the end of the Employee's ordinary work day or shift, and the commencement of the Employee's ordinary work in the next day or shift where the Employee has not had at least ten consecutive hours off duty between these times; or
 - c) on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on the next rostered shift;
 - d) shall, subject to this sub-clause, be released after completion of such overtime until the Employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- 33.7. If on the instructions of the Company, such an Employee resumes or continues to work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until the Employee is released from duty for such period and shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 33.8. The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
- a) For the purpose of changing shift rosters; or
 - b) 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
 - c) Where a shift is worked by arrangement between the Employees themselves.
- 33.9. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift, attendance at the additional shift is considered compulsory. The Company will take into consideration an Employee's family commitments, if requested by the Employee, when an Employee is unable to attend for the overtime shift.
- 33.10. Cancellation of Weekend Overtime
- a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Company may cancel planned weekend overtime. The Company will endeavour to notify Employees of weekend overtime cancellation by lunchtime on Fridays. However the Company reserves the right, in exceptional circumstances, to notify Employees of weekend overtime cancellation by no later than normal finishing time on Fridays.
 - b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to attend site. Such Employees will notify the Company before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.
 - c) A casual employee, presenting for weekend overtime and not being required will be entitled to four (4) hours' pay at the applicable rate, plus the appropriate allowances prescribed for fares and travel.

34. WASHING TIME

- 34.1. The employer shall provide sufficient facilities for washing and five minutes shall be allowed before breaks and before finishing time to enable employees to wash.

35. ROSTERED DAYS OFF (RDOS)

- 35.1. From the commencement of the relevant project, 8 hours ordinary time may be worked with hours per day accruing for a paid Rostered Day Off (RDO). Employees will be entitled to 26 RDOs when they work a full calendar year. RDOs will generally be taken in accordance with the indicative RDO calendar attached at Appendix D, subject to the following:

- a) Requirements of the Project and the program will determine the Work Roster.
- b) There will be requirements to adjust RDOs during the life of the Enterprise Agreement to meet work needs and program, and so as to ensure that the Company is able to achieve necessary productivity and enable it to effectively manage its business.
- c) RDOs may be adjusted for part, or all, of a work crew(s) to ensure emergency work or critical program work is undertaken.
- d) The parties are committed to encouraging all Employees to take their accrued RDOs on a regular basis to maintain a satisfactory work/life balance.
- e) It is the intent of the parties to have regular communication with employees regarding the Project and calendar.
- f) The Company may require employees to work on scheduled RDOs in order to meet the operational requirements of the Project.
- g) An indicative RDO calendar for 2017 is attached at Appendix D of this Agreement. An Indicative RDO calendar for 2018 and 2019 will be determined by the Company via consultation with the employees, by no later than the end of November of the preceding year.
- h) For clarity, nothing in this clause or the arrangement for an indicative RDO calendar is intended to impose a limit on the ability of the Company to determine with its employees when and where work can be performed to meet operational requirements or otherwise limit the Company's right to manage its business and improve productivity.

35.2. The treatment of RDOs will be as follows:

- a) An Employee will accrue 0.8 hours towards a RDO for each day of 8 hour's ordinary time.
- b) 7.2 hours will be deducted from the accrual for each RDO that is taken.
- c) Accrued RDOs must be used before any annual leave day(s) are approved.
- d) Any accrued RDOs remaining on termination of employment will be converted to annual leave. Under no circumstances will RDOs be paid out to an Employee prior to the person's termination.
- e) A new Employee will be eligible for an RDO after accruing 7.2 hours.
- f) A new Employee who does not have hours accrued to cover for scheduled RDOs shall be paid the RDOs up to a maximum of 5 RDOs. Any RDO debit balance at the time of termination will be deducted from the Employee's termination payment.

35.3. When an Employee is required to reschedule their RDO, they will be paid at their Ordinary time rate for that day that is worked.

35.4. Work on Scheduled RDO's

- a) Work may take place on a scheduled RDO or on any substituted day where it is required by the Company and such work is necessary as determined by the Company, for instance to allow other employees to be employed productively to carry out out-of-hours maintenance or because of unforeseen delays to the Project or a section of it or for other reasons arising from unforeseen or emergency circumstances on the Project. Such circumstances would include but are not limited to the following: excessive periods of inclement weather, matters not necessarily the fault of the Company which has led to the Project being delayed or behind schedule, the requirement to meet the principal's work program and unexpected delays in the project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.
- b) Where the Company requires work to be performed on a Scheduled RDO (or any substituted day) because of the existence of any of the above or otherwise to meet its operational requirements, it will consult with the affected Employees.
- c) Subject to the Company's ability to determine when and where work can be performed to meet operational requirements, Employees required to work on the scheduled RDO (or any substituted day) can refuse to do so if the requirement to do so is plainly unreasonable having regard to:
 - i. The hours of work that will be worked by that Employee in the week of the scheduled RDO;
 - ii. The Employee's family responsibilities; and
 - iii. Any other special circumstances peculiar to the Employee.
- d) Such work shall be paid for at Ordinary time rates of pay.
- e) The untaken RDO will be re-scheduled to another day falling within six weeks of the originally scheduled day provided that the re-scheduled RDO is to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the parties, such agreement not to be unreasonably withheld.
- f) The Company will attempt to ensure that if employees are required to work on an RDO and adjacent weekend and they had originally not been required to work or had planned not to work on these days then they should be provided an opportunity to have these plans reinstated at the next available opportunity.
- g) In any situation where it is expected inclement weather is likely to affect the safe performance of the project the Company will attempt to minimise disruption by planning works accordingly.

35.5. Rescheduling of RDOs due to Emergency Works

- a) The parties acknowledge that it may be difficult for the Company to give adequate notice for the scheduling of emergency work. When such emergency work is required the Company will provide as much notice as available to the selected Employees of the need to work.
- b) Employees that are not available to work will be required to communicate with their Supervisor their reason for unavailability. An Employee will not unreasonably refuse to work.
- c) In addition to the arrangements described above, by agreement of the majority of Employees concerned in a particular work group, the Company may substitute the day an Employee is to take off for another day in the case of a break down in machinery or a failure or shortage of electric power or some other emergency situation.

36. SHIFT WORK

- 36.1. Where it is necessary that work be performed in shifts the following conditions shall apply. For the purpose of this clause:
- a) Afternoon Shift means any shift finishing after 6.00 pm and at or before midnight.
 - b) Night Shift means a shift finishing after midnight and at or before 8.00 am.
 - c) Broken Shift Work - a worker who works on an afternoon or night shift that does not continue for at least 1 consecutive week (5 consecutive shifts) shall be paid at 100% for the remaining hours, in addition to the Ordinary time rate, for all hours worked.
 - d) A worker transferred to an afternoon or night shift that is rostered to continue for more than 1 week will be paid 100% in addition to the Ordinary time rate for all hours worked.
- 36.2. The ordinary hours for shift work will be worked from Sunday night to Thursday night, with Sunday night considered the Monday shift, Monday night being considered the Tuesday shift etc.
- 36.3. For the avoidance of doubt, for the purposes of RDOs and public holidays, the shift leading into the RDO or public holiday will be considered the RDO or public holiday shift. For example where an RDO or public holiday falls on a Monday, the shift starting on Sunday night and finishing on Monday will be considered the RDO or Public Holiday shift, including for the purposes of the public holiday penalties prescribed in this agreement.

37. MEAL BREAKS, MEAL ALLOWANCES AND CRIB BREAKS

- 37.1. Meal Breaks
- a) A paid morning break of 15 minutes' duration will be taken within four hours of commencement.
 - b) An unpaid lunch breaks will be 30 minutes duration and will be taken within 6 hours of commencement.
- 37.2. Overtime crib breaks
- a) An Employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues work after such crib time.
 - b) When the period of overtime is more than one and a half hours an Employee before starting overtime after working ordinary hours inclusive of time worked for accrual purposes, shall be allowed a crib break of twenty minutes which shall be paid for at applicable rates.
 - c) Crib time by agreement can be moved to the end of the shift and will be paid at the rate of time and a half.
 - d) The Company and an affected Employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.
- 37.3. Weekend crib breaks
- a) An Employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of twenty minutes after four hours work, to be paid for at the applicable rate but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid twenty minutes being without pay.

- b) In the event of an Employee being required to work in excess of a further four hours, such Employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the Ordinary time rate.

37.4. Overtime Meal Allowance

- a) For the purposes of this clause, the overtime meal allowance will be paid where the Employee works at least one and half-hours overtime (after 9.5 hours work) on a Monday to Friday and is calculated from the conclusion of the usual ceasing time at the end of ordinary hours inclusive of time worked for accrual purposes. The "overtime meal allowance" will be the only meal allowance paid to Employees working less than a twelve hour day on Monday to Friday.

On Commencement of Agreement	\$25.33
First full pay period on or after 1st July 2017	CPI increase
First full pay period on or after 1st July 2018	CPI increase

38. PRESENTING FOR WORK BUT NOT REQUIRED

- 38.1. A new employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance Fares and travel patterns allowance, of this agreement.

PART VII – LEAVE AND PUBLIC HOLIDAYS

39. ANNUAL LEAVE

39.1. Period of leave

- a) Employees (other than casual Employees) will be entitled to 20 days of annual leave for each 12 month period of continuous service.
- b) Annual leave accrues and will be credited on a pro-rata basis at the end of each week of continuous service.
- c) A period of annual leave is exclusive of the ordinary hours that an Employee would have worked on any public holiday or RDO's which occurs during that period had that day not been a public holiday or RDO.
- d) Employees are required to give the Company reasonable notice in a request for annual leave. The Company will not unreasonably refuse a request for annual leave, including where an Employee requests that leave be allowed in one continuous period.
- e) The Company encourages the taking of at least 2 weeks annual leave each year and may require an Employee to take leave if the Employee has extensive leave accumulated.
- f) For the purpose of the additional week of leave provided by the National Employment Standards, a shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

39.2. Payment of leave

- a) Each Employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed before the leave is taken.
- b) The Employee and the Company (in writing on each occasion an amount is to be cashed out) agree to cash out up to 4 weeks annual leave per year provided that the Employee at all times retains an accrued Annual Leave balance of at least 4 weeks.

39.3. Annual leave loading

- a) In addition to the payment prescribed above an Employee shall receive during a period of annual leave a loading of 17.5% calculated on the Weekly All-Purpose Rate prescribed in this Agreement.
- b) If the Employee is receiving Shift Loading immediately prior to taking Annual Leave they will not be entitled to the Annual leave loading. The Employee will receive the Shift Loading for the period of annual leave.

40. PUBLIC HOLIDAYS

40.1. An Employee (other than a casual employee) shall be entitled to the following public holidays paid at ordinary time rates without deduction of pay:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday;
- d) Easter Saturday;
- e) Easter Monday;
- f) Anzac Day;
- g) Queen's birthday;
- h) Labour Day;
- i) Melbourne Cup Day;
- j) Boxing Day; and
- k) Christmas Day.

40.2. With the exception of Easter Saturday, if the Victorian Government substitutes one of the Public Holidays listed above for another day, that day will become the Public Holiday.

40.3. Any other day, or part-day, declared or prescribed by or under a law of the State of Victoria to be observed generally within the State of Victoria, or a region of the State of Victoria, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

40.4. The Company may request the Employee to work on a public holiday. The Employee may refuse the request if they have reasonable grounds to do so.

41. CHRISTMAS CLOSEDOWN

41.1. The Company may decide to close the project over the Christmas/New Year period. It is agreed that annual leave is to be taken over this period.

41.2. Employees who have not accrued sufficient pro rata annual leave prior to commencement of the Christmas/New Year period may be required to take unpaid leave by the Company to give that Employee at least the minimum leave of absence required.

42. SICK LEAVE / CARERS LEAVE

- 42.1. Employees (other than casual employees) shall be entitled to personal/carer's leave in accordance with the FW Act. The entitlement to paid personal/carer's leave is equivalent to 10 days leave for each 12 months of continuous service for working an average of 36 hours per week over a 52 week period.
- 42.2. In the case of other Employees (excluding casual employees), a pro rata amount of personal/carer's leave will accrue in accordance with the FW Act. Personal/carer's leave includes sick leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family who is sick or injured or who has an unexpected emergency as defined in the FW Act.
- 42.3. Entitlement to carer's leave under this clause is in respect of a member of the Employee's family or household as defined by the FW Act.
- 42.4. New Employees (other than casual employees) accrue sick leave entitlements of 1 day per month at the beginning of each of the first 10 months of employment. Thereafter, 10 days are added to the Employee's entitlement on each anniversary of the Employee's engagement. Unused sick leave entitlements in any year can be carried forward.
- 42.5. An Employee will be granted sick leave up to the limit of his/her accrued entitlement if he/she is absent from work due to personal illness or injury (other than injury covered by Worker's Compensation), or he/she is required to care for an ill or injured family member, subject to:
- a) The Employee notifying the Company within 24 hours of the commencement of sick leave; and
 - b) Providing to the Company's satisfaction that the sick leave is/was justified; and
 - c) Providing a Doctor's certificate for any multiple day absence, or single day absences in excess of 2 single day absences per year or a statutory declaration, where the Company accepts it as appropriate.
- 42.6. Sick leave is paid at the ordinary time rate.
- 42.7. Portable sick leave
- a) The Employer is, and will remain during the life of this Agreement, a participating Company in the Construction Industry Complying Portable Sick Leave Pay Scheme ("Incolink PSL Scheme") or a similar body.
 - b) Incolink is trustee, and all the Employees of the Employer within the scope of this Agreement will be enrolled in the Incolink PSL Scheme or agreed scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.
 - c) The Employer shall pay contributions to the Incolink PSL or agreed scheme on behalf of each Employee on a weekly basis in accordance with the Trust Deed. If Incolink, or an agreed scheme, nominates any other fund under this clause, the Employer shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.
- 42.8. Employees are also entitled to unpaid carer's leave in accordance with the FW Act.

43. PARENTAL LEAVE

- 43.1. Parental Leave shall be in accordance with the National Employment Standards.

44. COMPASSIONATE LEAVE

- 44.1. Employees (other than casual employees) are entitled to 2 days of paid compassionate leave (at their Base Rate) for each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household:

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

44.2. In this clause Immediate Family means:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Company; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

44.3. Further unpaid compassionate leave may be granted at the discretion of the Employer. The Employee will also provide the Company with substantiating documentation if requested.

45. JURY SERVICE

45.1. An Employee called for jury service during ordinary working hours will be granted leave and reimbursed by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours expended at the Court.

45.2. The Employee will provide the Company with proof of attendance, duration of attendance and amount received from the Court.

46. COMMUNITY SERVICE LEAVE

46.1. Community service leave applies in accordance with the FW Act.

47. INDUSTRY PICNIC DAY

47.1. The Construction Industry Picnic Day will apply during the life of this agreement on the first Monday in December of each year.

47.2. All Employees, shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.

47.3. Any Employee required to work on picnic day shall be paid at the rate of double time and a half provided that an Employee who attends for work as required on this day shall be paid for not less than 4 hours work.

48. LONG SERVICE LEAVE

48.1. Long service leave benefits will be as provided by CoINVEST Limited in accordance with the Construction Industry Long Service Leave Act 1997 (Vic). This benefit applies in lieu of any entitlement of Employees under the Long Service Leave Act 1992 (Vic).

PART IX – GENERAL EMPLOYMENT ARRANGEMENTS

49. AMENITIES

49.1. Amenities shall be provided as prescribed in Appendix C of this Agreement.

50. CLOTHING ISSUE AND SAFETY FOOTWEAR AND EQUIPMENT

50.1. Mandatory equipment

- a) All Employees engaged to work on site will be supplied with appropriate safety footwear, high visibility apparel, safety glasses and clean safety helmets with name clearly displayed before commencing work on the Project.

- b) These items must be worn at all times, or, as instructed during the site induction process.
- c) Helmets and Company issued clothing and equipment must not be painted, drilled or modified in any way. Damaged and/or worn footwear, eye protection wear and helmets will be replaced upon advice by the Project Safety Manager or delegated authority.

50.2. Work clothing

- a) Two sets of cotton drill protective clothing will be issued to all Employees, upon request, within two weeks of commencing work with the Company. Employees will be made aware of these entitlements at the time of engagement.
- b) A set of clothing will consist of either:
 - i. Two pairs of overalls; or
 - ii. Two pairs of long trousers and three long sleeved shirts; or
 - iii. Work denims at cost no greater than the above three choices.
- c) Clothing and footwear will be replaced on a fair wear and tear basis.

50.3. Winter jackets

- a) All Employees engaged on the Project between 1 May and 30 September will be issued, with one 'hi vis' winter jacket or similar. Winter jackets will be replaced on a fair wear and tear basis.

50.4. Tool storage

- a) The Company shall provide where reasonably necessary and practicable a suitable and secure waterproof lock-up solely for the purpose of storing Employees' tools.

51. FLEXIBILITY TERM

51.1. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement

51.2. The Company and Employee may agree to an individual flexibility arrangement ("the arrangement") to vary the requirement in the Annual Leave term that up to a maximum of 5 single days of annual leave may be taken.

51.3. The arrangement must meet the genuine needs of the Company and Employee and be genuinely agreed to by the Company and the Employee.

51.4. The Company must ensure that the arrangement:

- a) be about a permitted matter under the FW Act; and
- b) not include a term that would be an unlawful term under the FW Act.

51.5. For the avoidance of doubt, this sub-clause does not allow the arrangement to vary the effect of terms of this Agreement other than the requirement in the Annual Leave term that up to a maximum of 5 single days of annual leave may be taken.

51.6. The Company must ensure that the arrangement results in the Employee being better off overall than the Employee would be if no arrangement were agreed to.

51.7. The Company must ensure that the arrangement:

- a) is in writing;

- b) includes the name of the Company and Employee;
- c) is signed by the Company and Employee and if the Employee is under 18 years of age, also signed by a parent or guardian of the Employee;
- d) includes detail of:
 - i. the Annual Leave term that will be varied by the arrangement;
 - ii. how the arrangement Will vary the effect of the Annual Leave term;
 - iii. how the Employee will be better off overall than the Employee would be if no arrangement were agreed to; and
- e) state the date on which the arrangement commences.

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

51.9. The Company or Employee may terminate the arrangement:

- a) by giving written notice of not more than 28 days; or
- b) if the Company and Employee agree in writing - at any time.

52. CONTINUOUS OPERATIONS

52.1. The parties agree that some sections of the Project program will be conducted on a continuous (24 hours a day, 7 days a week) or extended shift basis as required by the Company. In particular the parties recognise that construction activities on this Project present unique operational requirements that may require operations to continue without interruption.

52.2. In these circumstances the appropriate shift loadings, penalty payments and other relevant provisions of this Agreement will be applied.

52.3. The following type of activity may be conducted for all or part of the time on a continuous/extended basis:

- a) critical concrete pours;
- b) operations involving traffic safety management;
- c) construction activities that require traffic flow changes (e.g. bridge launch);
- d) pavement laying;
- e) continuous welding requirements which may affect maintenance or the integrity of the operation of the slurry plants, piping and/or associated equipment;
- f) tunnel support activities (surface and underground) and the supply of materials to tunnel activities;
- g) rail works;
- h) spoil removal and spoil haulage activities to stockpiles;
- i) utility relocation and/or protection activity;
- j) work required to stabilise any excavation against collapse;
- k) any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above;

- l) significant lifts that cannot be conducted during the normal flow of traffic on affected roads;
- m) work that has fallen behind the program schedule
- n) construction of bridges associated civil works

52.4. In such cases as listed above, appropriate safe staffing levels will be provided.

52.5. The provisions of this Agreement relating to RDOs will apply to work conducted under this clause.

53. SIGNATORIES

53. SIGNATORIES

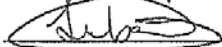
Signed for and on behalf of

Name: LUBA GRIGOROVITCH

Address: 2/365 Queen Street

Title: Branch Secretary

I am authorised by Rail, Tram & Bus Union to sign this Agreement on its behalf

Signature: 

Witness

Name: BRYAN EVANS

Address: 2/365 Queen Street

Signature: 

Dated this 27th day of July 2017

Name: SERGIO CINERARI

Address: Level 10 567 Collins street Melbourne

Title: C.E.O

I am authorised by Downer Group to sign this Agreement on its behalf

Signature: 

Witness

Name: KAY JACKSON

Address: L10, 567 COLLINS STREET MELBOURNE

Signature:

Dated this 31st day of July 2017

APPENDIX A – CLASSIFICATION STRUCTURE

Construction Workers

<table border="1"> <tr> <th style="text-align: center;">Construction Worker 3 (CW 3 Non-Trade)</th> </tr> <tr> <td>Rigger, Dogman</td> </tr> <tr> <th style="text-align: center;">Construction Worker 1 (CW 1)</th> </tr> <tr> <td>General Labourer, Asphalt Labourer, Trades Assistant, Formwork Stripper, Concrete Gang Peggie, Demolition Labourer, Concrete Cutter, Chainman, Fencer</td> </tr> <tr> <th style="text-align: center;">Construction Worker 2 (CW 2)</th> </tr> <tr> <td>Concrete Batcher, Scaffolder, Steel Fixer, Concrete Finisher, Manhole Builder, Pitcher or Beacher, Spotter, Tack Welder Traffic Controller</td> </tr> </table>	Construction Worker 3 (CW 3 Non-Trade)	Rigger, Dogman	Construction Worker 1 (CW 1)	General Labourer, Asphalt Labourer, Trades Assistant, Formwork Stripper, Concrete Gang Peggie, Demolition Labourer, Concrete Cutter, Chainman, Fencer	Construction Worker 2 (CW 2)	Concrete Batcher, Scaffolder, Steel Fixer, Concrete Finisher, Manhole Builder, Pitcher or Beacher, Spotter, Tack Welder Traffic Controller	<table border="1"> <tr> <th style="text-align: center;">Construction Worker 3 (CW 3 Trade)</th> </tr> <tr> <td>Drainer, Form Setter, Pipe Layer, Renderer, Drilling Machine Operator, Small Trenching Machine, Form Worker/Carpenter</td> </tr> <tr> <th style="text-align: center;">Construction Worker 4 (CW 4)</th> </tr> <tr> <td>Marker/Setter Out, Shaft or Trench Sinker, Drilling machine (over 155mm to 230mm), Winding and Haulage Driver, Concrete Paver</td> </tr> <tr> <th style="text-align: center;">Construction Worker 5 (CW 5)</th> </tr> <tr> <td>Special Class Trades, Drilling Machine (over 230mm)</td> </tr> </table>	Construction Worker 3 (CW 3 Trade)	Drainer, Form Setter, Pipe Layer, Renderer, Drilling Machine Operator, Small Trenching Machine, Form Worker/Carpenter	Construction Worker 4 (CW 4)	Marker/Setter Out, Shaft or Trench Sinker, Drilling machine (over 155mm to 230mm), Winding and Haulage Driver, Concrete Paver	Construction Worker 5 (CW 5)	Special Class Trades, Drilling Machine (over 230mm)
Construction Worker 3 (CW 3 Non-Trade)													
Rigger, Dogman													
Construction Worker 1 (CW 1)													
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Construction Worker 2 (CW 2)													
Concrete Batcher, Scaffolder, Steel Fixer, Concrete Finisher, Manhole Builder, Pitcher or Beacher, Spotter, Tack Welder Traffic Controller													
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Marker/Setter Out, Shaft or Trench Sinker, Drilling machine (over 155mm to 230mm), Winding and Haulage Driver, Concrete Paver													
Construction Worker 5 (CW 5)													
Special Class Trades, Drilling Machine (over 230mm)													

Plant Operator 1 (PCW 1)	Equivalent Cat Machines
Roller (0 to 5 tonnes)	CS-323C

Plant Operator 2 (PCW 2)	Equivalent Cat Machines
Roller (0 to 10 tonnes)	431 to 533
Trucks (up to 12 tonne payload)	Small Rig

Plant Operator 3 (PCW 3)	Equivalent Cat Machines
Roller (10 tonnes)	563, 583
Trucks (12 to 60 tonne payload)	769, 773
Excavator (up to 16 tonnes)	301 to 315
Skid Steer (single class)	216 to 248
Wheel and Track Loader (up to 100 kw)	902 to 928
Scrapers (up to 300 kw)	613, 615
Winch Driver, Forklift Driver, Mobile Hydraulic Platform Operator	

Plant Operator 4 (PCW 4)	Equivalent Cat Machines
Compactors (up to 200 tonnes)	815
Excavators (16 to 25 tonnes)	317 to 325
Backhoe Loader (single class)	416 to 438
Wheel and Track Loader (100 to 200 kw)	838 to 972
Crawler Tractors (up to 100 kw)	D3 to D5
Graders (up to 130 kw)	938 to 972
Scrapers (300 to 400 kw)	627, 631, 637
Trucks (60 to 120 tonnes payload)	775, 777
Mobile Cranes (up to 15 tonnes)	

Plant Operator 5 (PCW 5)	Equivalent Cat Machines
Compactors (200 kw plus)	825
Excavators (25 to 65 tonnes)	330 to 345
Wheel and Track Loader (200 to 300 kw)	980
Crawler Tractors (100 to 200 kw)	D6 to D7
Graders (130 kw plus)	160
Scrapers (400 kw plus)	651, 657
Trucks (120 to 200 tonnes payload)	785, 789
Mobile Cranes (15 to 100 tonnes)	825

Plant Operator 6 (PCW 6)	Equivalent Cat Machines
Excavator (65 to 115 tonnes)	365 to 375
Wheel and Track Loaders (300 kw plus)	988 to 994
Crawler Tractors (200 kw to 350 kw plus)	D8 to D11
Grader (Final Trim), Trucks (200 tonnes plus payload), Mobile Cranes (100 tonnes plus)	

Rail Workers

Classification	Title	Minimum training requirements	Equivalent CW Class
RW1	Labourer Rail Worker Level 1	Train track safety in the Field – Level 1 and induction training	CW1
RW2	Experienced Rail worker Rail Worker Level 2 Rail labourer, welder’s assistant , flagman	In-house training and experience Train track safety in the field level 2	CW1
RW3	Skilled Rail worker/mobile plant operator, Rail Worker Level3 Plant operator, welder, track protection co-ordinator	Qualified to operate rail mounted and/or tracked and/or rubber tyred mobile plant. Or Qualified for Aluminothermic welding Or Train track safety in the field level 3	CW1
RW4	Rail woker special class, Rail worker level 4	Formal training and qualifications in train track maintenance and construction	CW2
RW5	Tradesperson, Rail Worker level 5	Trade certificate or equivalent	CW3

APPENDIX B – RATES OF PAY

Pay increases are effective from the first full pay period on or after the dates contained in the tables below

	Construction Worker/Rail Worker					
	Commencement of Agreement		1st March 2018 5% Increase		1st March 2019 5% Increase	
	Rate per hour	Rate per week	Rate per hour	Rate per week	Rate per hour	Rate per week
CW 1/RW1/RW2/RW3	39.49	1421.64	41.46	1492.56	42.70	1537.34
CW 2/RW4	40.74	1466.64	42.78	1540.88	44.06	1587.11
CW 3 (non-trade)	42.13	1516.68	44.24	1592.64	45.57	1640.42
CW 3 (trade)/RW5	43.34	1560.24	45.51	1638.36	46.88	1687.51
CW 4	45.12	1624.32	47.38	1705.68	48.80	1756.85
CW 5	46.82	1685.52	49.16	1769.76	50.63	1822.85

	Plant Operators			
	Commencement of Agreement		1st July 2018 5% Increase	
	Rate per hour	Rate per week	Rate per hour	Rate per week
PCW 1	37.97	1366.92	39.87	1435.32
PCW 2	39.44	1419.84	41.41	1490.76
PCW 3	41.07	1478.52	43.12	1552.32
PCW 4	42.77	1539.72	44.91	1616.76
PCW 5	44.49	1601.64	46.71	1681.56
PCW 6	46.26	1665.36	48.57	1748.52

APPENDIX C – AMENITIES

54. AMENITIES

The Employees and the Employees' Representatives agree that it is the responsibility of the Company to ensure that the amenities prescribed below are provided for the Project. Where that standard is not maintained due to an action or event beyond the control of the Company, the Employee Representative agrees that the Company should be allowed reasonable time in which to rectify the problem.

If the Company acts to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

In all instances, the following procedure shall be observed:

- a) A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, shall be provided.
- b) Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. The Employee Representative agrees to a reasonable period to allow the Company, if alleged to have committed a breach, to comply with all requirements of this clause. While steps are being taken to rectify the issue, the Employee Representative agrees that there shall be no bans or limitations restricting the Company's ability to rectify the issue.

54.2. Mess/change shed facilities dimension/construction requirements and construction of sheds

- a) All sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
- b) Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area is not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
- c) Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
- d) Adequate facilities are to be provided for warmth and for drying clothes e.g. Strip heaters.
- e) Provided that 20 or more persons are employed on site at any one time, the Company shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

54.3. Contents

- a) In the changing facilities, separate clothes hanging facilities for each Employee are to be provided (coat hooks only to be used).
- b) In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
- c) In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
- d) Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
- e) Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

- f) A washable vinyl floor surface in all facilities is to be provided.
- g) Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc.).
- h) All facilities are to be cleaned and disinfected on a regular basis.
- i) In the messing facilities air-conditioning (cooling) shall be supplied.

54.4. Sanitary facilities - Construction

- a) Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials, which shall be Impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.
- b) If closets are of single unit construction (only to be used for the formwork process), not contained within a purpose built ablution block, privacy walls, which shield the closet/s from outside view, shall be installed (privacy walls are not required for purpose built ablution blocks e.g. ATCO huts).
- c) Where practicable, toilets may be connected to sewerage before commencement of the job.
- d) Close/urinal location to be conveniently accessible to Employees but not so close as to cause a nuisance to the Employees.
- e) Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- f) Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
- g) Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
- h) Soap and towels are to be supplied.

Closet/Urinal Requirements

Employees	Closets	Urinals
1 – 5	1	Nil
6 - 10	1	1
11 - 20	2	2
21 - 35	3	4
36 - 50	4	6
51 - 75	5	7
76 - 100	6	8

For each additional 20 persons or part thereof up to 200 persons, one additional urinal and one additional closet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional closet is required. If a slab urinal is provided, each 600 mm shall be regarded as one urinal.

All amenity areas must include separate facilities for women including toilets with adequate and hygienic means for disposing of sanitary items.

APPENDIX D – INDICATIVE 2017 RDO CALENDAR

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
30						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30					25	26	27	28	29	30	

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
30	31					1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4	31					1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30

Indicative RDO
 Public Holiday

Note: Nothing in the arrangement for an indicative RDO Calendar is intended to impose a limit on the ability of the Company to determine with its employees when and where work can be performed to meet operational requirements or otherwise limit the Company's right to manage its business and improve productivity.

5 September 2017

Deputy President Colman
Fair Work Commission
-via email-

Dear Deputy President Colman

**RE: AG2017/3200 – Downer EDI Works Pty Ltd High Capacity Metro Trains (HCMT)
Construction Phase Enterprise Agreement 2017 (“Agreement”)**

I refer to correspondence from the Member Support Research Team regarding the above application and provide the following undertakings:

Building and Construction Industry On-Site Award 2010

- The above-referred award is incorporated in the Agreement.

Casual employees

- Casual employees will be entitled to unpaid compassionate leave.
- Casual employees will be paid a loading of 25%.

I confirm that I have spoken to Mr Bryan Evans of the RTBU and he does not oppose the undertakings being given.

Please feel free to contact me at any time if you require anything further.

Sincerely


Damien North
General Manager Industrial Relations
Infrastructure Services