DECISION

Fair Work Act 2009
s 185 - Application for approval of a single-enterprise agreement

Safeworking Solutions Pty Ltd
(AG2015/6047)

SAFEWORKING SOLUTIONS PTY LTD NATIONAL INFRASTRUCTURE AGREEMENT 2015

Rail industry

DEPUTY PRESIDENT SAMS SYDNEY, 27 NOVEMBER 2015

Application for approval of the Safeworking Solutions Pty Ltd National Infrastructure Agreement 2015.

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the 'Act'), filed by Safeworking Solutions Pty Ltd (the 'applicant') which seeks the approval of the Fair Work Commission (the 'Commission') of a single enterprise agreement to be known as the *Safeworking Solutions Pty Ltd National Infrastructure Agreement 2015* (the 'Agreement'). The Agreement was negotiated with Australian Rail, Tram and Bus Industry Union (the 'Union') and is to cover 100 employees who are engaged in the provision of safety management services in the rail industry.

[2] The employees were last notified of their representational rights on 1 August 2015 and voting for the Agreement's approval took place between 9 September and 9 October 2015. The time limits under s 181(2) of the Act are thereby satisfied. In an online ballot, 10 of the 12 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 4 November 2015. While I note that this falls outside the statutory time limit set by s 185(3)(a), I consider it fair in all the circumstances to extend the time for lodgement to 4 November 2015 (s 185(3)(b)).

[3] In an amended Employer's Declaration in support of the application (Form F17), Mr J *Talbot* identified the *Rail Industry Award 2010* [MA000015] as the relevant reference instrument for the purposes of the Better Off Overall Test (the 'BOOT'). Mr Talbot said that the Agreement provides for a number of conditions that are in excess of, or are more beneficial than the terms of the relevant reference instrument and that there are no less beneficial terms. The Agreement provides for enhanced allowances and increases to rates of pay of 5% on approval, then by 5% on 1 July of each year of the nominal trem of the Agreement. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 2 and 21 respectively, and a disputes resolution procedure at clause 6 provides for conciliation and arbitration by the Commission.

[4] At a hearing of the application on 17 November 2015, Mr J *Talbot* appeared for the applicant. Mr Talbot outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. The Union did not appear, but had filed a Declaration in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that it wishes to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement.

[5] Having heard the applicant's submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Safeworking Solutions Pty Ltd National Infrastructure Agreement 2015*. Pursuant to s 54 of the Act, the Agreement shall operate from 1 December 2015 and have a nominal expiry date of 1 July 2017.

DEPUTY PRESIDENT

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Safeworking Solutions
Rail Safety is No Accident

Safeworking Solutions Pty Ltd National Infrastructure Agreement 2015

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1. Agreement Application & Operation

1.1. Title of Agreement

Safeworking Solutions Pty Ltd National Infrastructure Agreement 2015 (the Agreement).

1.2. Parties to the Agreement

1.2.1. The parties to this Agreement are:

- Safeworking Solutions Pty Ltd (the "**Company**") ABN 83 081 964 918; and
- Australian Rail, Tram and Bus Industry Union (the "**RTBU**"); and
- Safeworking Solutions Pty Ltd employees.

1.3. Period of Operation

1.3.1. This Agreement shall commence seven (7) days after an approval notice issued by Fair Work Commission; and

1.3.2. The nominal expiry date of this Agreement is 1st July 2017.

1.4. Application of Agreement

1.4.1. This Agreement shall apply to and be binding upon the Company in relation to its Employees whose classification and rates of pay are contained in this Agreement and are principally engaged in Rail maintenance, major periodic maintenance, associated construction, refurbishment and renewals works within Australia.

1.4.2. This Agreement to the extent allowed under the Act, applies to the exclusion of any and all Awards and Agreements, and is a complete Agreement covering all minimum terms and conditions of employment.

1.5. Scope and Intent of Agreement

1.5.1. While the Company's policies and procedures do not form part of this Agreement, employees will comply with any policies and procedures that the Company may implement. Employees shall also comply with any specific client policies and procedures applicable to their assignment.

1.5.2. To the extent that the contents of policies or procedures refer to obligations on the Company, they are guides only and are not contractual terms, conditions or representations on which employees may rely.

1.5.3. Where employees are working on a project site where the rates of pay and monetary conditions are higher than that contained in this agreement, the Company will apply the higher rates of pay and monetary conditions to those employees however any project site within Victoria shall be dealt with in conjunction with the Victorian Construction Jump Up Provisions in Annexure B.

1.6. Definitions In this Agreement:

"Agreement" means the Safeworking Solutions Pty Ltd National Infrastructure Agreement 2015.

"Associated Construction" means all rail construction works covered under the ARTBIU Union Rules (as amended from time to time)

"**ATO Act & Guidelines**" means the Taxation Act 1953 and the Income Tax Assessment Act 1997 and associated Regulations and Guidelines (as amended from time to time)

"Casual Employee" means a person that is appointed by the Company to be a casual employee and paid a casual loading to compensate them for the casual nature of their employment including having no entitlement to paid annual leave, paid personal/carer's leave or paid compassionate leave.

"**Casual Loading Breakdown**" shall mean the combination of the following components:

- In lieu of paid Annual Leave and Leave Loading entitlements;
- In lieu of paid Personal Leave entitlement;
- In lieu of Notice of Termination requirements for full Time employees;
- In recognition of the itinerant nature of casual work;
- In lieu of paid Redundancy entitlements.

"**Classification Competencies**" means the units of competence as defined in the National Transport and Logistics Industry Skills Council for Rail Transport (as amended from time to time), under the Australian Quality framework

"Company" means Safeworking Solutions Pty Ltd ABN 83 081 964 918

"De Facto Partner" in relation to an employee means:

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

Employee means a person employed by Safeworking Solutions Pty Ltd whose employment is covered by this agreement.

"FWC" means Fair Work Commission the regulatory body governing the terms, conditions and compliance of matters arising under the Fair Work Act 2009 (Cth) legislation.

"Home Depot" means the depot to which an employee is appointed upon commencement or as otherwise agreed with the employee.

"Immediate family" shall mean:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"Long Service Leave Act" means the relevant Portable Long Service Leave Acts (construction) in each state the agreement operates.

"Maintenance" means track inspections, spot track surfacing, geometry corrections, weld/rail fault corrections including associated aluminothermic welding; de-stressing; ad-hoc tie/transom replacement; drain clearing; vegetation clearing; fire break creation and/or restoration; platform adjustments; signage replacement; access road re-instatement; mechanical signal maintenance and construction, bituminous surface repairs; fencing repairs; cleaning; defect rectification; lubrication and servicing; points and crossings component replacement and adjustment, off-track and on-track machine operations and all other associated and like works.

"NES" shall mean the National Employment Standard (as amended or replaced from time to time).

"Ordinary hours of work" shall mean a maximum of 38 hours per week.

"Project Work" means work other than maintenance and refurbishment on existing rail.

"Refurbishment" means in face track surfacing, dip/peak corrections including rail bending/grinding, aluminothermic welding, rail grinding, tie renewal, destressing adjustments following mechanised activities and general replacement work on a "like for like" basis including but not limited to tie renewal, bridge/structure/platforms, level crossing component/pavement, points and crossings, and rail replacements and/or relocations, re-railing including flashbutt welding of rail and all other associated and like work.

"Residence" means the employee domicile place of residence has to be consistent with ATO Act and guidelines.

"Roster" means a work schedule containing the ordinary and overtime hours of work required of an employee over a period of time along with the RDOs, public holidays and other days of approved leave falling during that period.

"Rostered Day Off (RDO)" means a week day not worked as a result of the operation of a method of working a 38 hour week where sufficient extra ordinary time is worked on a number of days and accrued to allow for the day off.

"Rostered Worker" means an employee that has agreed with the Company to be rostered to work their ordinary time on any day of the week and weekends and at nights.

"The Act" shall mean the "Fair Work Act 2009" (as amended or replaced from time to time).

"Union" means the RTBU who has the ability to cover employees under its Union rules and who are also covered by this agreement.

2. Individual Flexibility

2.1. The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

a) the Agreement deals with one (1) or more of the following matters and is applicable to the employee:
   (i) Parental Leave
   (ii) Compassionate Leave
   (iii) Jury Service, and
b) the arrangement meets the genuine needs of the Company and employee in relation to one (1) or more of the matters mentioned in Clause 2.1(a); and
c) the arrangement is genuinely agreed to by the Company and employee.

2.2. The Company will ensure that the terms of the individual flexibility arrangement:

a) Are about permitted matters under section 172 of the *Act*; and
b) Are not unlawful terms under section 194 of the *Act*; and
c) Result in the employee being better off overall than the employee would be if no arrangement was made.

2.3. The Company will ensure that the individual flexibility arrangement:

a) Is in writing; and
b) Includes the name of the Company and employee; and
c) Is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
d) Includes details of:

(i) The terms of the Agreement that will be varied by the arrangement; and
(ii) How the arrangement will vary the effect of the terms; and
(iii) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

e) States the day on which the arrangement commences.

2.4. The Company will give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

2.5. The Company or employee may terminate the individual flexibility arrangement:

a) By giving twenty eight (28) days written notice to the other party to the arrangement; or
b) If the Company and employee agree in writing — at any time.

3. Higher Duties

3.1. Where an employee is directed to work for more than 2 hours on any day on a classification of work carrying a higher rate than the employee's usual classification, the employee shall be paid the higher rate for the whole day.

3.2. Where an employee is directed to work for less than 2 hours on any day on a classification of work carrying a higher rate than the employee's usual classification, the employee shall be paid for the actual time worked at the higher classification.

4. No Extra Claims

4.1. The parties will not, during the term of this Agreement, pursue any further claims about any matter which pertains to the conditions of employment under this Agreement.

5. Contract of Employment

5.1. Probation Period

5.1.1. Any new fulltime employee will initially be engaged on three (3) months' probation period, during which time the employee 's performance will be monitored. The employee 's employment status will be confirmed following completion of a satisfactory probation period.

5.2. Skills, Competence & Training

5.2.1. The Parties acknowledge that the formal skills acquisition is beneficial to the Company and the industry. Therefore the company is committed to training and development of its employees and providing career opportunities through appropriate training to acquire additional skills required. All permanent employees will be provided the opportunity to acquire a National TLI Certificate Level 111 notwithstanding that which is applicable for each classification structure contained within the attached annexures.

5.2.2. The Company will allow Employees undertaking training for the benefit and at the direction of the Company time off without loss of ordinary pay to attend off-the-job training.

5.2.3. Employees may be required to undertake training at the direction and at the cost of the Company. In order to increase the efficiency and productivity of the Company a commitment to structured training and skill development is required.

5.3. Status of Employment

5.3.1. Employees under this Agreement will be employed in one or more of the following categories:

a) Full-time; or
b) Part-time; or
c) Casual.

5.3.2. Employees engaged in each of the above categories will be engaged at a base rate. The method of remuneration for base rate is set out in Clause 8.1.1.

5.4. Part-Time Employees

5.4.1. A part-time employee works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.

5.4.2. For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours. The Company must inform a part-time employee of the ordinary hours of work and the starting and finishing times.

5.4.3. Before commencing a period of part-time employment the employee and the Company will agree in writing:

(a) That the employee may work part-time;
(b) Upon the hours to be worked, the days upon which the hours will be worked and commencing times for the work;
(c) Upon the classification applying to the work to be performed; and
(d) Upon the period of part-time employment.

5.4.4. The terms of an agreement may be varied, in writing, by consent.

5.4.5. A copy of the agreement and any variation to it will be provided to the employee by the Company.

5.5. Casual Employees

5.5.1. Casual employees will be for a minimum of four (4) hours or eight (8) hours in Victoria (only):

a) A person engaged as a casual, will be paid a casual loading of 25% on the rates prescribed herein
b) Any relevant penalty rates shall be paid in addition to the casual loading

For the avoidance of doubt, a casual employee required to work overtime or weekend shall be entitled to the relevant penalty rates prescribed in this agreement provided that where the relevant penalty rate is time and a half the employee shall be paid 175% of the hourly rate prescribed in this Agreement for the employee's classification and where the relevant penalty rate is double time, the employee shall be paid 225% of the hourly rate prescribed for the employee's classification.

5.5.2. At the time of their engagement, the Company will inform each employee of the status and terms of their engagement.

5.6. Termination of Employment

For the termination of employment the period of notice to be provided by the Company or an employee is:

Where the employee 's Period of Continuous Service with the Company is:	The Period of Notice is:
All Casual employees	4 hours (8 hours VIC)
All 'Full Time' employees other than casuals:	
Up to 1 year	1 week
1 year or more but <3 years	2 weeks
3 years or more but <5 years	3 weeks
5 years or more	4 weeks
The period of notice is to be increased by 1 week where the permanent employee is over 45 years of age and has completed 2 years of continuous service with the Company at the time of giving of the notice. This additional week only applies to notice given by the Company.	

5.6.1. In the event that the Company has terminated the employment of an employee, other than by summary dismissal, payment in lieu of notice may be substituted for the required notice period. Provided that employment may be terminated by giving part of the period of notice specified and part payment in lieu. Payment shall only be made for the time an employee would have ordinarily worked during that period.

5.6.2. Terminations initiated by an employee (s) will have the same notice period as that contained in the table above in clause 5.6.

5.6.3. If an employee fails to give notice, the Company shall have the right to withhold monies due to the employee, including any accrued leave entitlements, to a maximum amount equal to the amount the employee would normally have been paid for the period of notice not provided. For example, if an employee is required to provide two (2) weeks' notice and provided only one (1) weeks' notice, the Company may withhold an amount equal to the ordinary payment for the employee for 1 week.

5.6.4. The employment of a limited term or assignment employee, or an employee employed for a project, site or workplace specific task, may be terminated by:

a) The completion of the specified time; or
b) Completion of the assignment, project, site or workplace specific task; or
c) The notice provision outlined in Clause 5.4

5.6.5. Where the employee has abandoned their employment (as prescribed by Clause 5.6), the employee shall only be entitled to payment up to the time that the employee last worked.

5.6.6. Termination of employment by abandonment in accordance with Clause 5.7 shall operate as from:

a) The time that the employee last worked; or
b) The last day's absence in respect of which consent was granted, whichever is the later.

5.6.7. When an employee 's employment is terminated, the Company shall pay any wages due as soon as practicable, and in any case with the next pay run.

5.6.8. Nothing in this clause, nor any other provision of this Agreement interferes with the right of the Company to dismiss an employee without notice for serious misconduct.

Examples of what may constitute serious misconduct include, but are not limited to:

- Serious/wilful breaches of relevant Legislation and/or Regulations.
- Serious/wilful breaches of site or workplace Rules, Policies, Standards and/or Regulations.
- Serious/wilful breaches of site or workplace Rules, Policies, Standards and/or Regulations in regard to Safety.

- Engaging or participating in any illegal activities that are directly related to employment.
- Smoking in any designated No Smoking area. All site or workplace offices inclusive of amenities and any enclosed areas are non-smoking areas. All vehicles and plant are also non-smoking areas.
- Misuse and/or distribution of Alcohol and/ or Drugs.
- Reporting to work while under the influence of alcohol and/or drugs.
- Possession of, or use of, illegal drugs/illicit substances.
- Trade of alcoholic beverages and/or drugs and/or illicit substances.
- Offensive, intimidating or violent behaviour in any form.
- Vandalism.
- Misuse of Company and/or Client property.
- Unauthorised possession of Company or another employee's property.
- Practical jokes or acts of horseplay.
- Unauthorised entry to any restricted access areas.
- Discrimination or harassment of any form, including that relating to race, colour, religion, sex, gender identity, age, national origin, ancestry, disability or as provided under the relevant legislation.
- Possession and/or use of weapons of any kind.

5.7. Abandonment of Employment

5.7.1. The absence of an employee from work for a continuous period exceeding two (2) rostered working days without:

a) The consent of the Company; or
b) A reason acceptable to the Company; or
c) Without notification to the Company,

shall be preliminary evidence that the employee has abandoned their employment.

5.7.2. The Company will make reasonable attempts to contact an employee before declaring that the employee has abandoned their employment.

5.7.3. For the avoidance of doubt, reasonable attempts as referenced in clause 5.7.2 shall mean phone contact to the employee and their emergency contact, formal letter sent to the employee's last known address and where possible physical contact.

5.8. Drugs and Alcohol

5.8.1. The Company expects all employees to attend for work in a fit and healthy condition free from the effects of drugs and/or alcohol each day to ensure that work can be performed safely. Accordingly, it is prohibited for an employee to attend work under the influence of any drug or intoxicant, and the possession of drugs other than those medically prescribed is prohibited on site. If an employee uses or possesses medically prescribed and / or non-prescribed drugs that can potentially affect an employee's ability to be fit for work, then he/she must declare this to their supervisor when arriving at the site. For the avoidance of doubt, drugs referenced in this clause means; illicit, prescription drugs and over the counter medications.

5.8.2. If an employee found in possession of, using and/or under the influence of intoxicants or non-prescribed drugs, he/she will be subject to disciplinary action, which may include suspension without pay or summary dismissal.

5.8.3. The employee (s) bound by this agreement will be required to adhere to the Company's and Client's site alcohol and other drugs procedures that shall be consistent with the respective State's Rail Safety Act Provisions, which includes pre-employment, random and for cause testing on site. Random testing for the purposes of this clause will be done in paid work time.

5.8.4. The Company commits where possible, to inform employees on site prior to the initiation of any random alcohol and other drugs testing under the company's policies and/ or procedures.

5.8.5. employees bound by this Agreement who require assistance and support with alcohol, gambling and/ or drug issues, will have access to the Company Employee Assistance Program.

5.9. Employee Obligations

Each employee covered by this Agreement shall:

a) Complete any site induction program prescribed by the Company;
b) Agree to abide by the Company's policies and procedures and the provisions of this Agreement;
c) Be required to carry out work either individually or as part of a team;
d) Be responsible for carrying out work in a safe manner and for the quality of their work;
e) Be prepared to carry out such duties as are within the limits of the employees skills, competence and training consistent with the classification structure of the Agreement;
f) Be prepared to train employees/ employees classified at a lower level than themselves and assist employees/employees categories at a higher level than themselves;
g) Undertake work required of them on any worksite in a diligent, flexible and cooperative manner;
h) Acknowledge and comply with Company directions, that smoking is not permitted in any site office, plant, vehicle, crib/meal area and/or in any other amenities where appropriate signage is displayed; and
i) Present themselves fit for duty and remain on duty for the duration of their shift. Employees shall understand that the Company is under no obligation to pay for any hours, where the employee is absent without authorised leave.

5.10. Amenities, Clothing and Personal Protective Equipment

5.10.1. The company will ensure that employees have appropriate access to client provided amenities. These may include drinking and boiling water, heating and cooling, ventilation, washing toiletry and rest room facilities and hand cleaning facilities in accordance with the relevant Workplace Health & Safety legislation.

5.10.2. The Company will provide each employee with all work and safety clothing and protective equipment.

5.10.3. The work clothing and PPE shall be supplied prior to commencement of employment by the Company, and will be consistent with the relevant Australian New Zealand standards and the following items of safety clothing which must be worn at all times when appropriate: Permanent employees of The Company will be provided with:

- 2 sets of overalls or shirts and pants
- 1 set of wet weather gear comprising of pants and a jacket
- 1 hat
- 1 pair of safety boots (lace up or ankle high)

5.10.4. All clothing and footwear mentioned above will be replaced on a fair wear and tear basis on the condition that old clothing or footwear is presented for inspection if required.

5.10.5. Additional personal protective equipment e.g. hard hat, Hi-Vis vest (AUS/NZ 4602) wet weather gear, gloves and safety glasses, will be supplied by the Company on an individual basis where/when required.

5.10.6. Should the employee leave within the first 12 weeks of employment via resignation or summary dismissal, then they may be required to either return or reimburse the Company for the PPE that they have been provided.

5.10.7. No safety equipment or PPE other than that provided and/or approved by the Company is to be worn by an employee whilst on a worksite.

6. Disputes Settlement Procedure

It is the intention of the parties that all disputes arising out of the interpretation and/or application of this Agreement, the application of the NES or any Employment related matters (other than Performance Management issues) in the course of employment shall be dealt with at the local level to the maximum extent possible.

6.1. Procedure

It is the intention of the parties that all disputes arising out of the interpretation and/or application of this Agreement, the application of the NES or any Employment related matters (other than Performance Management issues) in the course of employment shall be dealt with at the local level to the maximum extent possible.

6.1.1. At any stage of this Dispute Resolution Procedure, the employee may appoint a representative, including another employee or an Industrial Organisation who is able to represent their Industrial interests, to act as the employee's representative in an attempt to achieve resolution.

6.1.2. In the event of any grievance the parties to the dispute will consult to reach settlement without loss of wages or production, provided always that work shall continue in the usual manner without bans or limitations on the performance of work, unless the employee has a reasonable concern about an imminent risk to health and safety.

6.1.3. The parties to the dispute agree to comply with the words and intent of the Company's dispute settlement procedure outlined below:

Stage 1
Any question or dispute arising in relation to the terms and conditions of this Agreement, in the first instance, will be raised with the employee's Company contact person.

The Company contact person will provide a response to the employee within 48 hours or such other timeframe as agreed between the employee and the Company contact person.

Where the matter is not resolved, or the response is not received within 48 hours (or agreed timeframe), the employee may progress to stage 2 of the process.

Stage 2
In the event that a matter remains unresolved following Stage 1, the employee may refer the matter to a Senior Manager.

The Manager will respond to the employee within 48 hours or such other timeframe as is agreed between the employee and the Manager.

Where the matter is not resolved by the Manager, or the response is not received within 48 hours (or agreed timeframe), the employee may progress to Stage 3 of this process.

Stage 3
In the event that a matter remains unresolved following Stage 2, the employee may request that the matter be referred to the Manager, Human Resources or Industrial Relations.

The Manager, Human Resources or Industrial Relations shall respond within three (3) working days or such other timeframe as is agreed between the employee and the Regional Manager.

Where the employee is dissatisfied with the response from the Executive officer, or the response is not received within three (3) working days (or agreed timeframe), the employee may progress to Stage 4 of this process.

Stage 4
In the event that a matter remains unresolved following Stage 3, the employee and / or their representative or the Company may refer the matter to Fair Work Commission (FWC) for conciliation and/or arbitration.

6.2. Where a dispute exists and whilst the dispute remains unresolved and is being addressed through this procedure, The company and the employees will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the process to resolve the matter.

6.2.1. For the avoidance of doubt, the commitment of the parties to this agreement is that any actions arising out of the above provisions (clause 6.2) will not unreasonably be to the commercial disadvantage of the Company and is compliant with State and Federal Building Codes.

6.3. Any outcome or decision from the FWC during this process must be consistent with the State Building Codes, the Building Code 2013 (Cth.) and/ or Fair and Lawful Building Sites Code 2014 (Cth.) all as varied from time to time.

6.4. FWC is not permitted to arbitrate unless each of the proceeding stages have been completed or where there is agreement between the parties to bypass stages a dispute that is referred to it under this clause, unless it specifically relates to the NES or the interpretation and/or application of this Agreement and/ or the mutual agreement of the parties.

6.5. At all stages of this dispute settlement procedure work will continue, unless there is an immediate and significant threat to health and safety.

7. Classifications

7.1. An employee will be assigned to a classification level based on skills, qualifications and experience and in consideration of the substance of the duties to be carried out on the site or workplace. The employee's classification level will be specified in the notice of offer made by the Company to the employee.

7.2. Classifications will be determined on skills required for the particular role.

7.3. The classification structures are set out in Annexure A, Annexure B, Annexure C, Annexure D, Annexure E and Annexure F.

8. Wage Rates

8.1. Ordinary hourly wage rate

8.1.1. An employee will be paid:

a) The rate as prescribed in the attached Annexures for each applicable state and classification. Employees are also entitled to allowances, overtime and any other entitlements as set out in this Agreement.

8.2. Payment of Wages

8.2.1. Payment of wages shall be by electronic funds transfer on a fortnightly basis to a single bank account nominated by the employee and available no later than close of business on a Friday. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as is practicable after the normal pay day.

9. Allowances

9.1. The Allowances set out in this clause shall be paid in addition to the rate of pay applicable to the employee who becomes eligible for the allowance.

9.2. The allowances contained within this clause "Allowances" shall increase in line with the wage increases yearly.

9.3. Where an employee is paid an above Agreement payment in accordance with Clause 13, such additional payment shall incorporate all allowances that might otherwise apply to the employee. Provided that the total payment to the employee is not less than what they would have received under the Agreement.

9.4. Allowances

Allowance	$ Value
First aid allowance	$12.47 per day
Traction Industry Registration (Victoria)	$29.34
Leading Hand Allowance ('All Purpose') Leading hand 4 employees or less Leading hand more than 4 employees	 $1.50 per hour $1.80 per hour
Confined space	$0.80 per hour (flat)
A phone allowance per shift will be paid to employees who are required by the Company to use their personal phone to perform their job. Where an employee has spent in excess of $16.71 per shift then they may on demonstrating to The Company get paid for the actual amounts spent on the Company business calls.	$16.71 per day (flat)
Apprentice Tool Allowance: Including apprentice plant mechanic.	$15.24

9.5. On-Call

9.5.1. An employee who is required by the Company to be on-call and returns to work from their residence will be paid for the call out at the classification rate for a minimum of four (4) hours. For the purposes of the minimum payment the first two (2) hours will be paid at time and one half and then at double time, except that:

- Any time worked on a Sunday will be paid at double time;
- Any time worked on a Public Holiday will be paid at double time and one half.

9.5.2. Where an on-call call out extends beyond the minimum four (4) hour payment period the employee will be paid for those hours actually worked commencing from the time the employee is called until the employee returns home.

9.5.3. An Employee who is required by the Company to be available outside normal working hours for recall to work will be paid an allowance as set out below:

- Rostered Ordinary Hours Shift Monday – Friday $22.28 per day.
- Non – rostered workdays Monday – Sunday $44.56 per day.

9.5.4. An Employee who has been recalled to work shall be entitled to be absent from work until the Employee has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

9.5.5. The provisions in the paragraph above do not apply to an employee who is recalled to work within 2 hours of normal starting time.

9.6. Daily Travelling Allowance

9.6.1. Daily Travel arrangements from the employees principal place of residence to the worksite (as required by the Company) shall receive the following travel allowance provided they are not using the employers transport or travelling from accommodation arranged by the employer;

a) Between 0 and up to 50 kms radial distance from the employee's principle place of residence to the worksite at $27.67 per day.
b) Between 51 kms and up to 100kms radial distance from the employee's principle place of residence to the worksite at $38.43 per day.
c) Over 100 kms radial distance from employee's principle place of residence to the worksite at $71.10.
d) An employee claiming travel allowance shall demonstrate to the satisfaction of the Company their place of residence by for the example of the production of two utility bills and a current driver's license.
e) The Company may accept another form of satisfactory evidence from the employee demonstrating his/her place of residence.

9.6.2. Provision of Transport

- The allowance prescribed within clause 9.6.1 shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's principal place of residence to the place of work and return.

9.6.3. Transfer Between Sites During Ordinary Working Hours

- An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and unless transported by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites;

- Provided that where the Company requests an employee (and the employee agrees) to use his/her own vehicle to affect such transfers, the employee shall be paid an allowance at the rate of $0.90 per km. This rate shall increase in line with the wage increases contained within this agreement.

9.6.4. Travelling Time Living Away From Home

- Whilst an employee is at the direction of the Company living away from home, all travelling time (travel out and travel back from residence), including intervening journeys, where an employee is working at a temporary location from which they are unable to return home on a daily basis, will

be paid at single time rates other then on a Sunday and Public Holiday when the rate shall be time and a half.

9.7. Travel & Incidental Expenses

9.7.1. Employees who are required to work temporarily away from their usual place of residence, which does not permit them to return to their usual place of residence daily and incur the expense of overnight accommodation and meals, will be paid expenses at the following rates set out in Annexure(s) A, B, C, D, E and F

9.7.2. Service entitlements will be calculated as follows;

- Breakfast – depart home before 0700 and return to home after 0800
- Lunch – depart home before 1300 and return to home after 1400
- Dinner – depart home before 1830 and return to home after 1830
- Accommodation – depart home before 0100 and return to home after 0100.

9.7.3. Where an employee incurs reasonable and actual expenses, on a daily basis, supported by actual receipts, in excess of the above amount, she/he shall be reimbursed by the company. Accommodation provided will be (where possible) to a single room, three star standard as accredited by the applicable state based motoring organization i.e. NRMA, RACV and RACQ will be considered "reasonable" for the purposes of reimbursement. Employees who seek to claim reimbursed cost due to travel should gain prior approval from the company before any travel is arranged.

9.7.4. The company reserves the right to provide suitable accommodation (as per clause 9.7.3) to its employees. In those circumstances where the company provides reasonable accommodation to its employees, the employees will be paid an amount of $80.00 for their meals for a full day or receive meal payments on a pro-rata basis for part days consistent with clause 9.7.2, Breakfast - $20.00, Lunch - $20.00 and Dinner - $40.00.

9.7.5. The allowances and conditions contained in clause 9.4 will be in strict compliance with the ATO Act and Guidelines.

10. Superannuation

a) The Company will comply with all relevant superannuation legislation as amended from time to time.

b) The Company will pay an amount equivalent to the prevailing Superannuation Guarantee Levy into one of the following approved funds (as nominated by the employee):
   - C Bus
   - Vic Super
   - Australian Super

11. Redundancy – All Permanent Employees

The redundancy provisions will be consistent with the NES and the Act as a minimum. The provisions of this clause will exclude casual employees.

11.1. Definitions

11.1.1. Business includes trade, process, business or occupation and includes part of any such business.

11.1.2. Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the

termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

11.1.3. Transfer of Business includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

11.1.4. Week's pay for the purposes of this clause means the pay rate for the employee concerned as prescribed by the relevant schedule of this Agreement. Provided that such rate shall exclude:

a) Overtime
b) Penalty rates;
c) Disability allowances;
d) Shift allowances;
e) Special rates;
f) Fares and travelling time allowances;
g) Bonuses and/or flexible reward scheme payments; and
h) Any other ancillary payments of a like nature.

11.2. Severance Pay

11.2.1. An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	**Severance Pay**
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay*
3 years and less than 4 years	7 weeks' pay*
4 years and less than 5 years	8 weeks' pay*
5 years and less than 6 years	10 weeks' pay*
6 years and less than 7 years	11 weeks' pay*
7 years and less than 8 years	13 weeks' pay*
8 years and less than 9 years	14 weeks' pay*
9 years and more	16 weeks' pay*

* Week's pay means the ordinary time base rate for the employees concerned.

11.2.2. Continuity of service shall be calculated in the following manner:

a) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating continuous service:

(i) In a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave);

(ii) Long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked;
(iii) Any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.

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

(i) Any absence with reasonable cause, proof of which shall be required of the employee;
(ii) Any leave without pay taken with the agreement of the Company;
(iii) Parental leave.

11.3. Employees exempted

This clause does not apply to:

a) Employees terminated as a consequence of serious misconduct, performance or other inability to fulfil the contract of employment; or
b) Qualifying employees; or
c) Employees who resign; or
d) Employees engaged for a specific period of time or for a specified task or tasks; or
e) Casual employees.

11.4. Incolink - Severance Pay for Casual Employees (Victoria Only)

11.4.1. The Company is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 2 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the employees of the Company within the scope of this Agreement will be enrolled in the Incolink Number 2 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

11.4.2. The Company shall pay contributions to the Incolink Number 2 Fund on behalf of each employee (other than apprentices) on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund, the Company 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.

11.4.3. An employee is entitled to access his/her redundancy payments when they cease to be employed by the Company.

11.4.4. The liability of the Company to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 1 Fund, or by another fund nominated by Incolink under clause 12.4.5 hereof.

11.4.5. References in this clause to "Incolink Number 2 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 2 Fund.

11.4.6. Employees working less than 38 hours per week shall receive Incolink payments on pro rata basis.

11.5. Income Protection, Trauma and Journey Insurance for Casual Employees (Victoria Only)

The Company is, and will remain during the life of this Agreement, a participating employer in the Incolink Number 2 Fund (or other redundancy fund of which Incolink is a trustee) and an employer member of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd. IPT Agency Co Ltd and IPT Agency Co (No. 2)

Ltd administer the insurance schemes covering income protection, trauma and journey accidents (**Income Protection, Trauma and Journey Accidents Insurance Schemes**).

The Company shall pay contributions to IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant) on behalf of each employee of the Company employed within the scope of this Agreement, on a monthly basis, in accordance with the Constitution of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant).

Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an employee of the Company employed within the scope of this Agreement will:

(a) (**Income Protection**) receive defined weekly payments (the current table of benefits is available from Incolink) in the event of an extended work absence arising from any personal illness or injury that occurs at the time the employee is an employee of the Company.

(b) (**Trauma**) receive or have paid on their behalf financial compensation in the event of a major work related accident (i.e. Work Cover) resulting in the death or permanent disablement of the employee and occurring at the time the employee is an employee of the Company (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink).

(c) (**Journey Accidents**) receive payments in accordance with the terms of the insurance policy for the duration of the employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:

(i) the absence is because the employee is unable to work due to injuries resulting from any accident incurred during journey between the employee's residence and the workplace, that occurs at the time the employee is an employee of the Company; and

(ii) all such absences are supported by certification of a duly authorised medical practitioner and indicating the causal nexus between the travel to and from work and the employee's inability to attend for work

11.6. Accident Pay (Victoria only)

11.6.1. An employee, who is in receipt of workers compensation payments, shall also receive payment from the Company of an amount equal to the difference between the workers compensation payment and the employee's ordinary base rate of pay at the time of the injury for a maximum period of fifty two (52) weeks.

11.6.2. An employee on engagement shall be required to declare all workers compensation claims made by them and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay. Accident pay shall not be paid where any period of other paid leave of absence has been granted.

11.6.3. In the case of an employee rostered off on a programmed leisure day/extra day off which falls in a period when they are receiving workers compensation, they are not entitled to an alternative programmed leisure day/extra day off at a later stage. The employer shall not dismiss any employee by reason only of them being in receipt of accident pay.

11.6.4. An employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would have continued to so act.

11.6.5. An employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of their claim, may be paid sick

leave (subject to availability of credits) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited.

12. Induction and Orientation

12.1.1. All Employees engaged under this Agreement will undergo an induction and orientation program at the commencement of employment, during which they will be familiarised with the Company, their work sites and the requirements of their position. The program will include an induction course aimed at welcoming new Employees and assisting them to work effectively in the company.

12.1.2. As part of the induction program outlined in clause 12.1.1, a scheduled Enterprise Agreement information session will be held.

12.1.3. The Company will notify parties to this Agreement about the dates of proposed inductions.

12.1.4. Parties to the Agreement may nominate a representative to attend the induction and shall be given reasonable time to address new Employees as part of the scheduled enterprise Agreement information session.

13. Hours of Work

13.1. Hours of Work – Day Work

13.1.1. The maximum ordinary hours of work on any one day shall be 7.6 hours (or 8 hours as per clause 15) per day and are 38 hours per week Monday to Friday.

13.1.2. The span of ordinary hours is from 6:00am to 6:00pm Monday to Friday (except for designated shift/rostered work).

13.1.3. Normal starting time is 0700 hours.

13.1.4. The provisions specified in clauses 13.1.1, 13.1.2 & 13.1.3 may be varied by mutual agreement.

13.2. Overtime

13.2.1. Employee is required to work reasonable overtime where the Company deems it necessary.

13.2.2. All hours worked beyond 7.6 hours per day; or beyond 8 hours per day shall be paid as overtime.

13.2.3. All overtime worked Monday to Saturday (noon) shall be paid at time and a half for the first two (2) hours and double time thereafter.

13.2.4. Employees engaged to work overtime on Saturday must be paid a minimum of 4 hours.

13.2.5. All overtime worked on Saturday (after 12:00pm) and Sunday shall be paid at double time.

13.2.6. Employees engaged to work overtime on Sunday must be paid a minimum of 4 hours.

13.2.7. Employees required to work any Public Holiday (Clause 20 of this Agreement) must be paid double time and a half with a minimum of 4 hours.

13.2.8. All overtime for continuous shift workers in accordance with the definition, shall be paid at double time.

13.3. Shift Work definitions;

- **Shiftwork** means any ordinary hours of work that occurs outside the normal span of hours as prescribed in clause 13.
- **Afternoon shift** means any shift, the ordinary hours of which starts at or after 10:00am and before 8:00pm
- **Night shift** means any shift, starting at or after 8:00pm and before 4:00am.
- **Early morning shift** means a shift that commences between 4.00am and 6.00am. Payment shall (subject to any agreement ion Clause 13.1.4) be paid at the applicable overtime rate for all time worked between those hours.
- **Permanent night shift** means an employee who remains on nights shift for a period of 4 successive weeks or longer.
- **Short Shift** means where an employee works four (4) shifts or less of night shift. Except where the working week has been condensed into three (3) or four (4) shifts and/or the continuity of shifts is broken by a Public Holiday, any type of leave, RDO or weekend.
- **Saturday Shift** means (subject to clause 14.4.2) rostered ordinary hours shift that commence between 12:00am Saturday and 11:59pm Saturday.
- **Sunday Shift** means (subject to clause 14.4.2) rostered ordinary hours shift that commence between 12:00am Sunday and 11:59pm Sunday.

13.3.1. Shift Loadings

	Type of Shift:	**Shift Rates:**
•	Afternoon Shift	15% loading
•	Night Shift	30% loading
•	Short Shift	50% loading
•	Saturday Shift	50% loading
•	Sunday Shift	100% loading
•	Early morning shift	applicable overtime rate

- **Casual employees** working on a Saturday shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.

13.3.2. Recognition/Payment of Shifts

a) The company will view and pay employees for shifts worked as per the above clauses on the basis of when the shift commences.

b) For the avoidance of doubt, arrangements as described in (a) above will be paid as per the following example; employee (s) starting a night shift on a Sunday evening will be paid for the entire shift at the relevant Sunday penalty rate.

14. Rostering Principles

14.1.Rostering will be based on fatigue management principles which:

a) Address the opportunity for quantity and quality of sleep, particularly the 'time of day' effect;

b) Ensure the number of consecutive shifts (in particular night shifts), shift lengths and roster periods between shifts are considered in roster compilation; and,

c) Understands that employees have a need to balance their competing requirements of their job with social, community and/or home life obligations.

14.2. The parties acknowledge the variations in business requirements for rostered work across the Company's business. These variations need to be addressed through consultation with the affected employee(s) which addresses business requirements while ensuring compliance with the rostering principles contained in this Agreement.

14.3. The allocation of annual leave for a rostered employees (excluding casuals) should ensure that a minimum of two (2) weeks annual leave can be taken by staff with school age children within a recognised school holiday period and to ensure equity in annual leave rostering.

14.4. The following principles apply to full time employees (available for rostering) only:

a) Rosters will be posted 14 days in advance and will only change in an emergency or in unforseen circumstances. You will be consulted about any changes to your normal ordinary hours roster. The maximum number of times your shift can be changed is 2 shifts in a 14 day period.

b) Your rosters will take account of:

(i) Ordinary shifts to be worked by an employee will be a maximum length of 10 hours (14 hours including travel time to/from residence)
(ii) The maximum number of consecutive 10 hour shifts that may be rostered is 8
(iii) You will not be rostered to work more than 2 weekends in any 28 day period (for the purposes of this clause 'weekend' means either a Saturday, a Sunday or both Saturday and Sunday
(iv) The maximum number of consecutive shifts you may be required to work is 10
(v) Weekend rosters will take consideration of available competencies and volunteers
(vi) You will not be rostered to work within 10 hours of finishing your last shift
(vii) The maximum number of night shifts and afternoon shifts is:
- 2 weeks of night shifts in a 28 day period; or
- 2 weeks of afternoon shifts in a 28 day period; or
- 1 week of both afternoon and night shifts in a 28 day period

c) The provisions contained in 'a' and 'b' above may be varied at any time by mutual consent between both the employee and the employer.

15. Rostered Days off (RDOs)

15.1. RDOs may be implemented at a site or workplace as approved by the Company, to meet the Company's operational requirements.

15.2. The following RDO arrangements may be implemented:

a) 1 RDO per 4 week cycle as specified by the Company, where hours worked per day will accrue on a daily basis at the relevant rate.

Examples (using a 5 day roster, 38 hour employee):

1 RDO per 4 week cycle accrues at the rate of 0.4 hours per day; or

15.3. An RDO may, by mutual agreement between the Company and the employee, be deferred and taken at an alternative date.

15.4. Any deferred RDO shall be taken within a period of 6 months from the date of the deferment. If the RDO is not taken within a period of 6 months it shall be paid out, on application by the employee, at the employee's pay rate.

15.5. Employees who are not accruing an RDO are entitled to overtime payments consistent with the overtime Clause 13.2 for time directed to be worked in excess of 38 hours per week.

15.6. Employees who are accruing an RDO are entitled to overtime payments consistent with the overtime Clause 13.2 for time worked in excess of 40 hours per week (this may vary by agreement between the employee and the Company).

15.7. Where an employee terminates employment with the Company with time accrued towards an RDO, such accrued time shall be paid out at the employee's base rate of pay or flat rate of pay (whichever is applicable to the particular employee).

15.8. An RDO may be cashed out at the requesting employee's base rate of pay (exclusive of any allowances) or flat rate of pay (whichever is applicable to the particular employee) subject to the Company's absolute discretion.

15.9. Multiple employees can have the same day off provided the company's work schedule allows for multiple employees to be absent on the same day. Where the company's work schedule prevents all employees taking RDO's on the same day, employees must seek approval from management for their requested RDO.

16. Call Back

16.1. An employee who is recalled to work overtime after leaving their work assignment premises will be paid for at least four (4) hours work at the appropriate rate for each time the employee is recalled.

17. Minimum Break Between Shifts

17.1. An employee, where reasonably practicable, must have 10 consecutive hours off duty. An employee, other than a casual, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day who has not had 10 consecutive hours off duty between those will, be able to have 10 consecutive hours off duty without loss of ordinary working time occurring during such absence.

17.2. If on the instructions of the Company, an employee resumes or continues work without having had ten (10) consecutive hours off duty, the employee shall be paid double time until they are released from duty and will be entitled to be absent until ten (10) consecutive hours off duty has been taken, without loss of pay for ordinary working time occurring during the absence.

17.3. In the case of shift/rostered workers, 8 hours will be substituted for 10 hours overtime worked:

a) For the purpose of changing shift rosters; or
b) Where a shift is worked by arrangement between the employees themselves.

18. Breaks

18.1. Meal Breaks

18.1.1. Employees must take an unpaid meal break of no less than 30 minutes, or as otherwise agreed between the Company and majority of employees, provided that an employee must not be required to work more than 5 hours without a meal break.

18.1.2. The meal break is unpaid for day workers and paid for shift workers.

18.1.3. If the employee is required to work through their meal break then the employee must be paid double time for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal breaks.

18.1.4. Employee (s) who are required to perform safe working duties where breaks cannot be feasibly accommodated will be paid for a 20 minute break in substitution of clause 18.1.1 and 18.1.3.

18.1.5. Where an employee is required to work overtime (Monday to Friday) for more than two hours without being notified on the previous day or earlier that he or she will be required to work, shall either be supplied with a meal by the company or be paid a meal allowance of $19.00 and if they work beyond a further 2 hours, a further meal allowance shall be paid for a second meal.

18.1.6. Overtime meal expenses listed at clause 18.1.5 will be adjusted as per wage percentage increases listed.

18.2. Rest Breaks

18.2.1. All employees shall be entitled to one paid rest break of fifteen minutes within the first 3 hours of commencing an ordinary shift.

18.2.2. The rest pause will be taken at a mutually agreed time between the Company and the majority of employees affected so as not to interrupt the operations of the Company or Client site or workplace. To meet individual or Company needs, the Company and any individual employee may reach agreement to take rest pauses at a time other than that determined by the majority.

19. Leave Entitlement

19.1. Annual Leave (Permanent employees)

19.1.1. Annual leave entitlements are provided for in the NES. This clause supplements those entitlements and provides industry specific detail.

19.2. Entitlement to Annual Leave

a) An employee is entitled to annual leave, in addition to the amount provided for in the NES, such that the employee's total entitlement to annual leave pursuant to the NES and this award for each year of employment is a cumulative total of 152 ordinary hours (four weeks on the basis of a 38 hour week).

b) A continuous shift worker, who are regularly rostered to work shifts that are worked continuously over 24 hours for 7 days a week including Sundays and public holidays, are entitled to 190 hours (5 weeks on the basis of 38 hours per week) of annual leave accrued for every 12 month period of continuous service.

19.3. Accrual of Annual Leave

19.3.1. Employees, other than casual employees, accrue annual leave at the following rate:

- 152 hours per annum for 4 weeks annual leave
- 190 hours per annum for 5 weeks annual leave (shift worker)

a) Annual leave is cumulative from year to year.
b) Part-time employees accrue annual leave on a pro-rata basis.

19.4. Intermittent shift (rostered) workers.

19.4.1. Means when employees work shift work arrangements that would not eventuate into a full shift worker entitlement for the purposes for the additional week annual leave as per the above.

19.4.2. The intermittent shift worker entitlement for the purposes of this agreement shall be a pro-rata accumulation per calendar quarter over a calendar year (period).

19.4.3. Accordingly, when employees work a minimum of ten (10) rostered shifts in a calendar quarter of ordinary time that attract either of the following penalties;

- Night shifts
- Afternoon shifts
- Saturday shifts
- Sunday shifts
- Public holiday shifts

19.4.4. Then they will accumulate 1.25 days per calendar quarter in addition to the 152 hour minimum entitlement above.

19.5. Rate of Pay for Annual Leave

19.5.1. Annual leave shall be paid at an employee's pay rate, as applicable immediately prior to the taking of annual leave.

19.6. Calculation of Annual Leave Pay

a) An employee taking annual leave must be paid the employee's ordinary rate of pay plus a loading of 17.5%;

b) Employees who are regarded as full time shift workers and would have worked on shift work had they not been on annual leave and where the employee would have received a shift loading as prescribed by Clause 13.3 will be entitled to shift loading or the annual leave loading whichever is the greater.

c) In the event an employee falls ill or is injured for a period of a week or more during a period of annual leave, the employee may request that the period of annual leave be re-credited and payment for the period be debited against the employee's sick leave, subject to the satisfactory production of a medical certificate.

d) If a public holiday falls within a period of annual leave, a day is credited to the employee's entitlement to annual leave.

19.7. Notice of Taking Annual Leave

19.7.1. An employee must give one (1) months' notice of their intention to take annual leave. Annual leave applications are approved or declined by the Company upon consideration of its operational requirements.

19.8. Personal / Carer's Leave Entitlement (Permanent employees)

a) Casual employees are not entitled to paid Personal/carer's leave.
b) A full-time employee is entitled to 76 ordinary hours (10 days on the basis of a 7.6 hour day) of personal/carer's leave (inclusive of the employee's NES entitlement) on commencing employment and on each anniversary of commencement. Any personal leave that is not taken by an employee must accumulate without limitation.
c) An employee is entitled to 5 days per year absence on personal leave without the production of a medical certificate. The employee shall not take more than 2 consecutive days off without a certificate.
d) Employees must notify the Company of their absence prior to the commencement of their shift. Employees who fail to notify the Company of their absence under this clause will be regarded as absent without approved leave and if the employee is unable to provide reasonable proof or evidence that they could not contact the Company to advise of their absence then they may be subject to disciplinary action.
e) Part-time employees accrue personal leave on a pro-rata basis.
f) Personal/ Carers leave is not paid out on termination.

19.9. Evidence required

a) If requested by the company, the employee must provide a medical certificate or such other evidence as will prove to the company's reasonable satisfaction that the absence from work was for the reasons set out in the NES.

19.10. Casual Employees

19.10.1. Casual employees will be entitled to 2 days of unpaid carers leave in accordance with the Act.

19.11. Parental Leave

19.11.1. Employees will be entitled to Parental Leave in accordance with the Act.

19.12. Compassionate Leave

19.12.1. In accordance with and subject to the requirements of the Act a permanent employee is entitled to 2 days of compassionate leave 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/her life; or
b) Sustains a personal injury that poses a serious threat to his/her life; or
c) Dies.

19.12.2. An employee is entitled to compassionate leave if the leave is for the purpose of spending time with the employee's immediate family member or member of the household in the circumstances of clause 19.12.1(a) or 19.12.1(b) or 19.12.1(c).

19.12.3. The employee will be required to give the Company any evidence that the Company reasonably requires of the illness, injury or death.

19.12.4. Payment for Compassionate Leave shall be at the amount the permanent employee would reasonably have expected to be paid if the employee had worked for the period of paid leave.

19.12.5. However, casual employees will be entitled to 2 days of unpaid compassionate leave in accordance with the Act.

19.12.6. For employee's who have to attend a funeral overseas, may combine the leave in this clause with other types of leave such as annual and/ or personal carer's leave.

19.13. Long Service Leave

19.13.1. Subject to the provisions of this clause, employees shall be entitled to Long Service Leave in accordance with applicable State or Territory Long Service Leave legislation.

19.13.2. Long Service Leave payments will be made on the basic hourly rate that applied immediately prior to the taking of Long Service Leave.

19.13.3. If an employee is entitled to Long Service leave payments in accordance with an applicable portable Long Service Scheme, then, subject to the law or rules of that scheme, they will either receive their entitlements under that scheme or in accordance with this clause, whichever is more beneficial to the employee (but not both).

19.14. Community Service Leave

19.14.1. Employees are entitled to Community Service Leave in accordance with the NES. For the avoidance of doubt this will also cover Defence Reservists leave, Military leave and Jury Duty including that:

- A full time employee required to attend for jury service during his/her ordinary hours of work shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of the attendance for jury service and the amount the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- A part time employee required to attend for jury service shall be paid in accordance with the above dot point where the attendance coincides with a day/s on which the employee would normally be required to work.
- Where an employee is required to attend for jury service the employee shall notify the company as soon as possible of the date upon which the employee is required to attend.

19.15. Family Violence

19.15.1. General Principle:

- The company recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Company is committed to providing support to employees that experience family violence.

19.15.2. Definition of Family Violence:

- The company accepts the definition of Family Violence as stipulated in the Family Violence Protection Act 2008 (VIC) of which the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

19.15.3. General Measures:

- Proof of family violence will be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Service or Lawyer.
- All personal information concerning family violence will be kept confidential in line with the Company's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- No adverse action will be taken against an employee (if proof has been provided) if their attendance or performance at work suffers as a result of experiencing family violence.
- The Company will identify a contact within Human Resources who will be trained in family violence and privacy issues e.g. trained in family violence risk assessment and risk management. The Company will advertise the name of the contact within the workplace.
- An employee experiencing family violence may raise the issue with their immediate manager or the Human Resources contact. The manager may seek advice from Human Resources if the employee chooses not to see the HR contact
- Where requested by an employee, the Human Resources contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide.
- The Company will develop guidelines to supplement this clause and in which details the appropriate action to be taken in the event that an employee reports family violence.

19.15.4. Leave:

- An employee experiencing family violence will have access to a maximum of ten (10) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as part of a day.
- An employee who supports a person experiencing family violence may take carers leave to accompany them to hospital, to court or to mind children.

19.15.5. Individual Support:

- In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Company will consider (where possible) any reasonable request from an employee experiencing family violence for:

    1. Changes to their span of hours and/or shift patterns
    2. Job redesign or changes to duties
    3. Relocation to suitable employment within the Company
    4. A change to their phone number or email address to avoid harassment
    5. Any other appropriate measure including those under existing provisions for family friendly and flexible work arrangements

- An employee experiencing family violence can also be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- An employee who discloses to their HR or their manager that they are experiencing family violence can also be given a resource pack regarding other support services available.

20. Public Holidays

20.1. Entitlement

The public holidays for the purpose of this Agreement shall be:

- Christmas Day,
- Boxing Day,
- New Year's day,

- Australia day,
- Good Friday,
- Easter Saturday,
- Easter Monday,
- Anzac day,
- Labour Day, as gazetted in the relevant State,
- Queen's Birthday, and
- Any other day as gazetted in the relevant State

20.2. The Company many request employees work on a public holiday in accordance with the NES and Act.

20.3. Holidays in lieu:

- When Christmas Day is a Saturday or a Sunday, a Public holiday in lieu will be observed on 27th December.
- When Boxing Day is a Saturday or a Sunday, a Public Holiday in lieu will be observed on 28th December.
- When New Year's Day or Australia Day is a Saturday or a Sunday, a Public Holiday in lieu will be observed on the next Monday.

20.4. All employees, other than casuals shall be entitled to payment for Public Holidays as prescribed without loss of ordinary pay, except where an employee has agreed to work on a Public Holiday and is absent without the consent of the Company or absent without reasonable cause.

20.5. An employee required to work on a public holiday as prescribed by this clause shall be paid at the rate of double time and a half of their ordinary rate of pay or at the rate of time and a half with a day in lieu to be taken at a time mutually agreed.

20.6. Where a permanent employee is rostered off on a public holiday the employee shall be paid for the ordinary hours normally worked on that day had it not been a public holiday.

20.7. The Company may substitute one of the prescribed public holidays for another day and the prescriptions of this clause will apply to the substituted day. To meet individual or company needs. The Company commits to consult with affected employees prior to substituting any Public Holiday in this clause.

20.8. A permanent employee who has been employed continuously for two weeks and who is:

a) Terminated by the Company; or
b) Stood down during December; and
c) Is re-employed by the Company at any time before the end of January in the following year; shall be paid for the public holidays of Christmas Day, Boxing Day and New Years Day when those days occur during the period of the termination or standing down.

21. Consultation

21.1. This clause applies if:

a) The Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
b) The change is likely to have a significant effect on employees of the Company.

21.2. The Company must notify the parties to this Agreement of the decision to introduce the major change.

21.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

21.4.If:

a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
b) The employee or employees advise the Company of the identity of the representative;

The Company must recognise the representative.

21.5.As soon as practicable after making its decision, the Company must:

a) Discuss with the relevant employees:
- The introduction of the change; and
- The effect the change is likely to have on the employees; and
- Measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

b) For the purposes of the discussion — provide, in writing, to the relevant employees:
- All relevant information about the change including the nature of the change proposed; and
- Information about the expected effects of the change on the employees; and
- Any other matters likely to affect the employees.

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

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

a) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 21.2, 21.3, 21.5 of this clause are taken not to apply.

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

a) The termination of the employment of employees; or
b) Major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
d) The alteration of hours of work; or
e) The need to work and/or alter shift work/rostering patterns; or
f) The need to retrain employees; or
g) The need to relocate employees to another workplace; or
h) The restructuring of jobs.

21.9.In this clause, relevant employees means the s that may be affected by the major change.

22. Consultative Committee

22.1.General Principles

22.1.1. The parties agree that where a permanent full time workforce exists, a consultative committee shall be established as a regular means of consulting on workplace issues.
22.1.2. The committee shall be a forum for the discussion of any matters that the company and employees and their nominated representatives agree to discuss. These matters shall include, but are not limited to:

- Zero harm initiatives
- Company performance update
- Health and safety matters
- Skills development
- Rosters and working hours
- Amenities and standard of accommodation
- Team working

22.1.3. The above matters to be discussed at the consultative committee should focus on continuous improvement, workplace systems, and matters generally affecting the overall effectiveness of the workplace. They should not include individual grievances or matters more appropriately dealt with in other forums or in the normal management procedures of the workplace.

22.1.4. Their peers shall elect the employees on the consultative committee. The consultative committee shall consist of a senior manager, a supervisor and an employee representative.

22.1.5. Any employee representative nominated by employees for the purposes of consultation must be recognized and allowed full participation by the company.

22.1.6. The objectives, rules and guidelines of the committee shall be developed as part of the consultative process. Once agreed, the objectives, rules and guidelines shall be adhered to for the life of this Agreement and shall only be varied by agreement in accordance with the same during the life of this Agreement.

22.1.7. The structure and operation of the consultative committee acknowledge and provide measures for the effective exchange of information, views and feedback from employees, as the basis of discussions within the committee.

22.1.8. The company shall provide secretarial support and resources to ensure the effective operation of the consultative committee.

22.1.9. The company and the employees agree that training for members of the committee and open sharing of information are vital for the effectiveness of the committee.

23. Counselling and Disciplinary Procedures

23.1.1. Disciplinary inquiries and investigations shall be confidential.

23.1.2. Any internal investigation in relation to a matter or incident by the Company that may lead to disciplinary action being taken against an employee must apply the principles of natural justice and due process, including:

- The employee being made fully aware in writing of the allegations that are the subject of investigation;
- The employee being provided with sufficient information to enable the provision of an informed response.
- The employee being informed of their entitlement to have a representative present as a witness/support person at any meetings/interviews, if so requested;
- The employee being given reasonable time (minimum 7 calendar days) to prepare a response to the allegations that are the subject of the investigation;

23.1.3. If the Company suspends an employee while undertaking an investigation, the employee will be suspended and paid as per roster until an outcome is achieved.

23.1.4. Employees under investigation may be subject to the following action during the investigation:

- Suspension from duty with no reduction of pay; or
- Placed on alternative duties; or
- Re-assessed and returned to normal duties

Step 1. Written Warning/Counselling

When the Company has concern regarding the conduct of an employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may verbally warn the employee, which shall be documented and signed by the employee in acknowledgement of sighting the warning with a copy placed on the employee's personnel file. The employee under counselling shall be made aware of the standards of improvement in conducts that is to be made. If after 9 months from the date of verbal warning the Company determines that the conduct has been satisfactory, the Employee will be advised that the written record of the warning has been removed from the employee's personnel file.

Step 2. Second Written Warning

If the employee fails to meet the agreed standards of improvement in accordance with Step 1, or if the Company has a second concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination.

Based on its determination, the Company may provide the employee with a written warning, which shall be documented and signed by the employee in acknowledgement of sighting the warning with a copy placed on the employee's personnel file. The employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made. If after 12 months from the date of written warning the Company determines that the conduct has been satisfactory; the Employee will be advised that the written warning has be removed from the employee's personnel file.

Step 3. Final Written Warning

If the employee fails to meet the agreed standards of improvement in accordance with Step 2, or if the Company has a third concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the employee with a written warning, which shall be documented and signed by the employee in acknowledgement of sighting the warning with a copy placed on the employee's personnel file. The employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made. If after 12 months from the date of written warning the Company determines that the conduct has been satisfactory; the Employee will be advised that the written warning has be removed from the employee's personnel file.

Step 4. Dismissal

If the employee fails to meet the agreed standards of improvement in accordance with Step 3, or if the Company has a further concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in

making its determination. Based on its determination, the Company may dismiss the employee with a written notice of termination or offer the employee the choice to resign.

23.1.5. Serious breaches in this context refer to breaches that for which it is not reasonable that a second breach would be tolerated and include such breaches that are likely to significantly put at risk other persons or the environment.

23.1.6. The following categories are to be utilized as a basis for counselling/warning procedures.

CATEGORY	DEFINITION	APPROPRIATE DISCIPLINE
Category 1	• Absenteeism; • Inefficiency and poor performance; • Poor timekeeping; • Minor breach of safety regulations; • Leaving workplace without permission;	Work through stages of discipline
Category 2	• Negligence; • Malingering; • Breach of safety regulations;	May be necessary to by-pass counselling stage and give a warning to employee
Category 3	• Possessing or consuming alcohol or other drugs on the job; • Deliberately damaging Company property and personal property; • Falsifying timesheets or Doctor's Certificates; • Mistreating / abusing a work mate or supervisor; • Timekeeping offences. • Testing positive to alcohol or other drugs when undergoing test/s following initial positive result test • Driving company vehicles on road whilst over legal road limit of 0.05 • Refusal to undergo testing for alcohol or other drugs • Returning a non-negative result on drug or alcohol test • Repeat breaches of the Company Employee Code of Conduct	May be necessary to summarily dismiss an employee in the presence of the Construction Operations Manager and/or Executive Officer and witness. Where mitigating circumstances exist, it may be appropriate to give a final warning or to terminate the employee's contract of employment with due notice.

24. Inclement Weather

24.1. General Principles

24.1.1. "Inclement Weather" is defined here as rain or abnormal climatic conditions (E.g. hail, high wind, severe dust storm, extreme temperatures) under which it is either unreasonable or unsafe for employees exposed to these conditions to continue working.

24.1.2. The primary intent of this clause is to ensure that there is an agreed understanding between the parties to this agreement, for which the general principle of productivity is maximised without exposing employees to unsafe inclement weather conditions.

24.2.Inclement Weather Procedure

24.2.1. An employee shall comply with Company's instructions to:

(i) Continue work when the area in which the employee is working is not affected by the inclement weather, or

(ii) Accept a transfer to work in an area of the site not affected by the inclement weather; or

(iii) Accept a transfer (within paid working time) from one site to another site not affected by the Inclement weather; (prior to the morning rest period) as long as it is within a 30km radial distance from the affected site unless agreed by a majority of the employees on the affected site or

(iv) Leave the site without loss of pay. For the avoidance of doubt, employees will only receive ordinary hours due for the shift or for overtime shifts; payments will be consistent with clause 15.3 (minimum hours for Overtime) of this agreement.

24.2.2. Where it is necessary for an employee to traverse open ground (not work) the Company will provide the employee with safe transport and/or appropriate wet weather protective clothing. Such clothing will remain the property of the Company and may be returned to the Company on request. Employees shall take reasonable care of the clothing and pay the cost of its replacement if lost or damaged due to an employee's negligence.

24.2.3. An employee shall not be affected by inclement weather unless, by virtue of the weather conditions, it is not reasonable and it is not safe for work to continue.

24.2.4. Where the Company requires employees consistent with clause 24.2 i) to remain on site, the Company shall ensure that their employees have sufficient Supervisory staff on site as a minimum.

25. Employee Representatives

25.1. An employee may appoint a person to be their employee representative in relation to any matter arising under this Enterprise Agreement. If the company requests, the appointment must be made in writing.

25.2. The company must not refuse to recognise employee representatives duly appointed by an employee as prescribed at 25.1

25.3. The Company will recognise employee representatives as persons with rights and obligations in accordance with the Fair Work Act 2009 (as amended from time to time).

25.4. The employee representative will be allowed reasonable time during working hours to carry out business associated with his/her role. Provided any business will relate to this Enterprise Agreement and pertain to the employer/employee relationship

25.5. In accordance with the need of an employee representative at a particular time, the employer will allow reasonable access to a telephone, facsimile, postal, photocopying, e-mail and internet facilities for the purpose of carrying out work as an employee representative as a means for seeking external advice on matters pertaining to this Enterprise Agreement of the employer/employee relationship.

25.6. The employer provides the above facilities on the basis that they are reasonable and do not unduly interfere with the employee representative's primary duties as an employee of the employer - unless such interruption is authorised by management on site.

25.7. Employee representatives being a member of a Union covered by this agreement may take up to two days leave per year from ordinary duties to attend training courses pertaining to the content of this Agreement. Leave is paid at ordinary time earnings, and is allowed when operating constraints permit employees to be released.

25.8. Applications to attend these training courses will be supported by a statement from the relevant training provider indicating the relevance of the training to the employee representatives. Employees are not entitled to expense allowances or penalty rates during training. Higher duty payments will only be made when employees would have been acting in higher grades.

26. SIGNATORIES

Signed for and on behalf of the "Company"

Name (Print): Jim Talbot

Company Position: CEO

Signature: .....

Date: 2.11.2015

Signed for and on behalf of the RTBU

Name: .....

Position: ASSISTANT NATIONAL SECRETARY

Signature: ALLAN BARDEN

Date: 3/11/2015

Annexure A - Queensland

Classification Definition – Queensland

Classification	Job Description
Level 1	Entry Point Labourer
Level 2	General Labourer
Level 3	Infrastructure low level stream base skills, typically undertaking TLI Cert II in either Track, Structures, Resurfacing, Signals etc
Level 4	Handsignaller Level 1/Perform lookout
Level 5	Infrastructure medium level stream base skills, typically completed TLI Cert II and/or undertaking TLI Cert III in either Track, Structures, Resurfacing, Signals etc Handsignaller Level 2 Small Truck Driver (3-8 Tonne) Small On-Track Operator Section Car Operator Small Plant Operator (Bobcat, Forklift, Mini Roller etc.)
Level 6	Protection Officer Level 1 Surveyors Assistant (with experience in Surveying) {Rail Tester (KK), Rail Lubricant and Chemical Operator} Assistants Welders Assistant (under training to be a welder)
Level 7	Infrastructure trade level stream base skills, completed Cert III in either Track, Structures, Resurfacing, Signals etc Protection Officer Level 2 Welders Rail Lubricant Attendant Chemical Operator Medium On-Track Machines (Ballast regulator etc.) Medium Trucks (8-16 Tonne)
Level 8	Leading Hand - Track Signal Mechanical Cert III / IV Rail Tester (KK) Line & Cable / Wayside
Level 9	Leading Hand - Signal Mechanical Protection Officer Level 3 F.E.L. Operator Heavy Truck (Semi, Over 16 Tonne)
Level 10	Signal Interlocking Fitter Large/Heavy On-Track Machines (Undercutter Operator, Tamper/Liner Operator) Ganger - Tack, Structures
Level 11	Traffic Officer Track Certifier Protection Officer Level 4 Signal Ganger
Level 12	Signal Electrician Project Safe Working Coordinator
Level 13	Team Leader - Track, Signal Mechanical Bridge Examiner Inspector

Ordinary Hourly Rate – Base Rate employees – Queensland

	On Lodgement	
Rates of Pay	Base Rate	Casual Rate
Level 1	$24.68	$30.85
Level 2	$25.29	$31.62
Level 3	$26.16	$32.70
Level 4	$27.46	$34.32
Level 5	$28.56	$35.70
Level 6	$29.11	$36.39
Level 7	$30.49	$38.12
Level 8	$31.92	$39.90
Level 9	$33.33	$41.67
Level 10	$34.76	$43.45
Level 11	$41.85	$52.31
Level 12	$46.11	$57.64
Level 13	$49.51	$61.89

	1st July 2016	
Rates of Pay	Base Rate	Casual Rate
Level 1	$25.67	$32.08
Level 2	$26.30	$32.88
Level 3	$27.20	$34.00
Level 4	$28.55	$35.69
Level 5	$29.70	$37.13
Level 6	$30.27	$37.84
Level 7	$31.71	$39.64
Level 8	$33.19	$41.49
Level 9	$34.67	$43.33
Level 10	$36.15	$45.18
Level 11	$43.52	$54.40
Level 12	$47.96	$59.95
Level 13	$51.49	$64.37

Travelling and Incidental Expenses - Queensland

QLD	Lodgement	1st July 2016
Breakfast	$22.88	$23.80
Lunch	$22.88	$23.80
Dinner	$39.54	$41.10
Accommodation	$104.00	$108.15
Total	$189.30	$196.85

Annexure B – Victoria

Classification Definition - Victoria

Way Maintainer	A labourer who can competently use non self-propelled track machinery and hand tools including dog pullers, wood borers, dog knockers, demolition saws, rail drills, sledgehammer etc.
Way Gang Protector	An employee who has successfully passed Level 2 Safeworking Training and is used as a Flagman on the train network **TP- L (Lookout)** - Allows the holder to perform lookout duties under supervision of a Track Force Protection Coordinator **TP-H (Hand signaller)** - Allows the holder to perform Hand signalling and Lookout duties under supervision of a Track Force Protection Coordinator.
Way Gang Protection Co-ordinator / Signalman	**TFPC – 1 (Lookout)** - Allows the holder to place lookout protection and receive 'Permit to Foul' **TFPC – 2 (Track Force Protection)** - Allows the holder to place Hand signallers to protect worksite, manage minor Absolute Occupations (APLT-BFT) and receive a 'Permit to Foul' **TFPC -3 (Absolute Occupations)** - Allows the holder to place Hand signallers, all safe working measures implemented for the protection of work parties and manage major Absolute Occupations; this includes the issue and management of the 'Permit to Foul' system.
Forklift Operator	An employee who is appropriately licensed and can competently operate a forklift up to and including 10 tonne
TRMO C3	An employee who can competently operate small self-propelled track machinery including extractors, inserters, scarifiers, rail lifters etc.
Truck / Bus Driver	An employee who is appropriately license to drive vehicles up to and including Heavy Combination trucks and heavy buses
Backhoe/Front End Loader Operators	An employee who is appropriately licensed to operate all types of backhoes and front-end loaders. This classification may also include people who operate forklifts above 10 tonne
Welders Offsider	An employee who assists a qualified thermit or butane welder. This classification may also include an employee who is responsible for cutting rail with Oxy-Acetylene or grind welds
TRMO C4	An employee who is appropriately qualified and competent to operate large machinery including Regulators and Tampers
Permit to Work (PTW)	Allows the holder the Authorisation permitting work to be carried out in the vicinity of, but not in contact with high voltage apparatus which has been isolated, earthed and short circuited. (PTW is a certificate issued by the Authorised Electrical Operator after he has made the wiring safe to approach).
Track Vehicle Operator (TVO)	Allows the holder to operate Hi Rail vehicle inside an Occupation or under Full Track Protection

Ordinary Hourly Rate – Victoria

	On Lodgement	
Rates of Pay	Base Rate	Casual Rate
Way Maintainer	$26.64	$33.30
Welders Offsider	$27.23	$34.04
Forklift Operator	$27.58	$34.48
TFP- L	$27.98	$34.98
TFP- H	$27.98	$34.98
TRMO C3	$28.06	$35.08
Leading Hand	$28.07	$35.09
Backhoe/Front End Loader Operator	$28.38	$35.48
Train Examiner	$30.00	$37.50
Truck Driver 8 tonne	$30.37	$37.96
Thermit Welder (Cert III)	$30.43	$38.04
Way Gang Driver	$30.54	$38.18
TRMO C4	$30.58	$38.23
Ganger	$30.75	$38.44
Truck Driver 8 to 16 tonne	$30.97	$38.71
Way Gang Bus Driver	$31.05	$38.81
Truck Driver over 16 tonne	$31.45	$39.31
Special Ganger	$35.29	$41.61
TFPC - 1	$33.47	$41.84
PTF	$33.47	$41.84
Hi Rail Operator	$33.53	$41.91
TFPC – 2	$34.40	$43.00
TFPC – 3	$36.12	$45.15
TVO – 1	$36.12	$45.15
PTW	$37.05	$46.31
Terminal Operator	$38.03	$47.54
Road Foreman	$43.14	$53.93

	1st July 2016	
Rates of Pay	Base Rate	Casual Rate
Way Maintainer	$27.98	$34.98
Welders Offsider	$28.59	$35.74
Forklift Operator	$28.95	$36.19
TFP- L	$29.38	$36.73
TFP- H	$29.38	$39.73
TRMO C3	$29.46	$36.83
Leading Hand	$29.47	$36.84
Backhoe/Front End Loader Operator	$29.80	$37.25
Train Examiner	$31.49	$39.36
Truck Driver 8 tonne	$31.89	$39.86
Thermit Welder (Cert III)	$31.95	$39.94
Way Gang Driver	$32.06	$40.08
TRMO C4	$32.11	$40.14
Ganger	$32.29	$40.36
Truck Driver 8 to 16 tonne	$32.52	$40.65
Way Gang Bus Driver	$32.60	$40.75
Truck Driver over 16 tonne	$33.02	$41.28
Special Ganger	$34.95	$43.69
TFPC - 1	$35.14	$43.93
PTF	$35.14	$43.93
Hi Rail Operator	$35.21	$44.01
TFPC – 2	$36.12	$45.15
TFPC – 3	$37.93	$47.41
TVO – 1	$37.93	$47.41
PTW	$38.90	$48.63
Terminal Operator	$39.94	$49.93
Road Foreman	$45.30	$56.63

Travelling and Incidental Expenses - Victoria

VIC	Lodgement	1st July 2015	1st July 2016
Breakfast	$19.38	$20.16	$20.96
Lunch	$19.38	$20.16	$20.96
Dinner	$28.44	$29.58	$30.76
Accommodation	$96.76	$100.63	$104.66
Total	$163.97	$170.53	$177.35

Victorian Construction Jump Up

This only applies to employees working on construction sites in the state of Victoria.

1. CATEGORIES OF EMPLOYMENT

1.1 An employee may be engaged in one of the following categories.

1.2 An employee shall be specifically engaged as a full time, part time, casual or temporary employee.

1.3 Employees not specifically engaged as casuals shall be employed as Full Time employees: i.e. employed by the week.

1.4 A casual employee is an employee engaged on an hourly basis. For ordinary working time, a casual employee shall be paid an hourly rate as prescribed in company classification structure for the work performed, plus a loading of 25%. The loading constitutes part of the casual employees all-purpose rate. A casual employee performing work in Victoria shall be paid for a minimum of 8 hours work on any one day. The termination of employment of a casual employee shall be on an hour's notice given by either party.

1.5 An employee may be engaged on a full time or part time basis for a specific period of time or for specific tasks, hereinafter referred to as employment on a temporary basis. The details of the specific period or specific tasks shall be set out in writing with a copy being kept by the company and the employee. An employee engaged in this way will be regarded as a full time or part time employee.

1.6 A full time, part time employee or temporary employee shall be engaged for a period of probationary employment for a period of 3 months. Either party giving a weeks' notice may terminate employment during a probationary period. An employee on a period of probation is for all purposes of the agreement a full time, part time employee or temporary employee. A period of probation forms part of an employee's period of continuous service.

2. CONSTRUCTION SITE ALLOWANCE

3.1 **Construction Definition**
For the purpose of this clause it shall be deemed a construction site when an employee performs.

(a) Amplifications - Work which involves the linear "extension" of existing infrastructure on an existing corridor such as passing lanes and/or track duplication and associated works.
(b) New Construction - Work which involves the construction of new infrastructure on a corridor not previously used for Light/Heavy rail such as building sites, by passes and yards not on railway reserves.

3.2 Construction Site Allowances
The undermentioned rates apply to Employees of the Company who from time to time may be required to perform duties on a specific rail project related construction site for the time they are:

(a) Engaged in activities (construction or maintenance) on the defined site; or

(b) Engaged in activities (non-maintenance) supporting the work being undertaken on the defined site.

Project Value $m	Site Allowance $ Per Hour
2.6 – 6.8	2.4644
6.8 – 16.7	2.8956
16.7 – 33.7	3.3270
33.7 – 67.3	3.7582
67.3 – 134.7	4.1895
134.7 – 201.9	4.6176
201.9 – 269.1	5.0520
269.1 – 403.8	5.5450

(c) For Projects above $403.8 million, there shall be an increment of ten (10) cents per additional $100m or part thereof. The rates shall be reviewed no later than 30 September 2014 and thereafter for each subsequent year of the Agreement taking into account movements in the CPI.

3.3 Construction Site Minimum Wage

The minimum hourly rate of pay for an employee engaged on a construction site (as defined) shall be in accordance with Table 1.

3.4 Additional Construction Conditions

3.4.1 Inclement weather shall mean the existence of rain and 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. High temperature for the purposes of this clause shall be deemed to be 35 degrees Celsius or higher. (NB: this clause only applies to employees engaged in recognised construction activities on designated construction sites and will not necessarily have application to other facets of the companies' activities.)

3.4.2 During a period of inclement weather employees may be required to complete their assigned work and for such work shall be paid at the rate of single time in addition to their rate at the time of the inclement weather calculated to the next hour, and in the case of wet weather has clearly ended the employees shall resume work at normal rates and the time shall be similarly agreed and noted.

3.4.3 Where it is necessary an employee shall work during periods of inclement weather to enable the rail network to remain safe whilst mobile plant or employees of the company or contractors employees are restoring the rail network to normal operating conditions.

3.4.4 Except as provided in clause 3.4.3 above, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this clause an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.

3.4.5 All permanent employees working night shift shall be paid at the rate of double time for all hours worked.

3.4.6 Generally an employee will not undertake construction activities on a construction site when the site is closed to observe ROO's, PDO's, lock down weekends and public holidays, provided however that due to the limited opportunity to gain occupations and access to infrastructure exemptions may be granted between the Company and the relevant representatives on a case by case basis;

3.4.7 An employee who is in receipt of workers compensation payments as a result of an injury occurring on a construction project, shall also receive payment from the company of an amount equal to the difference between the workers compensation payment and the employee's ordinary base rate of pay at the time of the injury for a maximum period of one hundred and four (52) weeks.

3.5 Long Service Leave (Co-Invest)

3.5.1 Long Service Leave benefits will be provided by Co-Invest. Payments must be made quarterly by the Company into the relevant Co-Invest Scheme.

3. INDUSTRY FUND COMPLIANCE

4.1.1 The Company shall ensure that all its employees covered by this Agreement are compliant with the industry schemes Incolink, CBus and Co-Invest.

4.1.2 It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

DEFINITIONS (Construction) – Victoria

Way Maintainer	A labourer who can competently use non self-propelled track machinery and hand tools including dog pullers, wood borers, dog knockers, demolition saws, rail drills, sledgehammer etc.
Way Gang Protector	An employee who has successfully passed Level 2 Safeworking Training and is used as a Flagman on the train network **TP- L (Lookout)** - Allows the holder to perform lookout duties under supervision of a Track Force Protection Coordinator **TP-H (Hand signaller)** - Allows the holder to perform Hand signalling and Lookout duties under supervision of a Track Force Protection Coordinator.
Way Gang Protection Co-ordinator / Signalman	**TFPC – 1 (Lookout)** - Allows the holder to place lookout protection and receive 'Permit to Foul' **TFPC – 2 (Track Force Protection)** - Allows the holder to place Hand signallers to protect worksite, manage minor Absolute Occupations (APLT-BFT) and receive a 'Permit to Foul' **TFPC -3 (Absolute Occupations)** - Allows the holder to place Hand signallers, all safe working measures implemented for the protection of work parties and manage major Absolute Occupations; this includes the issue and management of the 'Permit to Foul' system.
Forklift Operator	An employee who is appropriately licensed and can competently operate a forklift up to and including 10 tonne
TRMO C3	An employee who can competently operate small self-propelled track machinery including extractors, inserters, scarifiers, rail lifters etc.
Truck / Bus Driver	An employee who is appropriately license to drive vehicles up to and including Heavy Combination trucks and heavy buses
Backhoe/Front End Loader Operators	An employee who is appropriately licensed to operate all types of backhoes and front-end loaders. This classification may also include people who operate forklifts above 10 tonne
Welders Offsider	An employee who assists a qualified thermit or butane welder. This classification may also include an employee who is responsible for cutting rail with Oxy-Acetylene or grind welds
TRMO C4	An employee who is appropriately qualified and competent to operate large machinery including Regulators and Tampers
Permit to Work (PTW)	Allows the holder the Authorisation permitting work to be carried out in the vicinity of, but not in contact with high voltage apparatus which has been isolated, earthed and short circuited. (PTW is a certificate issued by the Authorised Electrical Operator after he has made the wiring safe to approach).
Track Vehicle Operator (TVO)	Allows the holder to operate Hi Rail vehicle inside an Occupation or under Full Track Protection

Classification – TABLE 1	Rate on Lodgement (inclusive of 25% casual loading)	Rate from 1 July 2016 (inclusive of 25% casual loading)
Ganger	$48.04	$50.44
TRMOC4	$48.62	$51.06
Way Gang Bus Driver	$42.42	$44.54
Way Gang Driver	$42.42	$44.54
Truck Driver 8 tonne	$42.42	$44.54
Welders Offside	$42.42	$44.54
Thermit Welder (Cert III)	$47.55	$49.92
Leading Hand	$43.85	$46.04
Special Ganger	$52.00	$54.60
Way Maintainer	$42.72	$44.86
TRMO C3	$43.85	$46.03
TFP-L	$42.71	$44.86
TFP-H	$42.71	$44.86
Forklift Operator	$44.19	$46.40
Backhoe/Front End Loader Operator	$44.19	$46.40
Truck Driver 8 to 16 tonne	$44.19	$46.40
Truck Driver over 16 tonne	$44.19	$46.40
TFPC -1	$46.67	$49.00
PTF	$46.68	$49.01
TFPC -2	$47.84	$50.23
TFPC- 3	$51.12	$53.68
TVO-1	$51.12	$53.68
High Rail Operator	$52.37	$54.98
PTW	$52.09	$54.69

Annexure C – New South Wales

Classification Definition –New South Wales

Classification	Job Description
Level 1	Entry Point Labourer – No skills/tickets
Level 2	General Labourer – Basic hand tools operation, work in a team environment, general labouring ability
Level 3	Infrastructure low level stream base skills, typically undertaking TLI Cert II in either Track, Structures, Resurfacing, Signals etc Or specialist skills in: Welders Assistant
Level 4	Handsignaller level 1/Perform Lookout duties
Level 5	Infrastructure medium level stream base skills, typically completed TLI Cert II and/or undertaking TLI Cert III in either Track, Structures, Resurfacing, Signals etc Or specialist skills in: Light On-Track Equipment Truck Driver (3-8 Tonne) Bobcat Operator Backhoe Operator Front End Loader Operator Handsignaller Level 2
Level 6	Protection Officer Level 1
Level 7	Infrastructure trade level stream base skills, completed Cert III in either Track, Structures, Resurfacing, Signals, etc Or specialist skills in: On-Track Machine Operator (under supervision) Operate Road/Rail Vehicle Truck Driver (8-16 Tonne) Protection Officer Level 2
Level 8	Leading Hand Track Signal Mechanical Cert III / IV Or specialist skills in: Medium On-Track Machine Operator (Ballast regulator etc.) Experienced Welder – Aluminothermic and/or Electric Truck Driver (Semi, over 16 tonne)
Level 9	Leading Hand Signal Mechanical Or specialist skills in: Experienced Ultrasonic Testing Heavy On-Track Machine Operator Protection Officer Level 3-4
Level 10	Leading Hand – Co-ordinate Track and/or Resurfacing Teams/Machines Signal Interlocking Fitter
Level 11	Track Examiner Traffic Officer
Level 12	Signal Electrician Plant Mechanic
Level 13	Team Leader Track, Signal Mechanical Bridge Examiner

Ordinary Hourly Rate – New South Wales

	On Lodgement	
Classification	**Base Rate**	**Casual Rate**
Level 1	$22.50	$28.12
Level 2	$24.35	$30.43
Level 3	$25.76	$32.20
Level 4	$27.37	$34.22
Level 5	$28.11	$35.13
Level 6	$28.95	$36.19
Level 7	$30.16	$37.70
Level 8	$31.84	$39.80
Level 9	$33.69	$42.10
Level 10	$35.80	$44.74
Level 11	$36.85	$46.05
Level 12	$38.63	$48.28
Level 13	$42.05	$52.55

	1st July 2016	
Classification	**Base Rate**	**Casual Rate**
Level 1	$23.40	$29.25
Level 2	$25.32	$31.65
Level 3	$26.79	$33.49
Level 4	$28.47	$35.58
Level 5	$29.24	$36.54
Level 6	$30.11	$37.64
Level 7	$31.37	$39.21
Level 8	$33.12	$41.39
Level 9	$35.03	$43.78
Level 10	$37.23	$46.53
Level 11	$38.32	$47.89
Level 12	$40.17	$50.21
Level 13	$43.73	$54.65

Travelling and Incidental Expenses – New South Wales

NSW	Lodgement	1st July 2015	1st July 2016
Breakfast	$20.00	$22.00	$23.00
Lunch	$20.00	$22.00	$23.00
Dinner	$40.00	$41.00	$44.00
Accommodation	$93.00	$95.00	$98.00
Total	$173.00	$180.00	$188.00

Annexure D – Tasmania

Classification Definition - Tasmania

Classification	Job Description
Maintainer Trainee (Entry)	Entry Point Labourer • Work under direct supervision • Acquire the skills to use light powered tools and equipment • Drivers licence • Construction industry safety course
Maintainer Level 1	Infrastructure low level stream base skills, typically undertaking TLI Cert II in either Track, Structures, Resurfacing, Signals, etc • Work under general supervision • Use of light powered equipment • Operate 2 way radio • Complete track authorities under supervision • Run and unload ballast train under supervision • Basic fettling skills
Maintainer Level 2	Infrastructure medium level stream base skills, typically completed TLI Cert II and/or undertaking TLI Cert III in either Track, Structures, Resurfacing, Signals, etc • As directed remove, repair and reinstate track defects and anomalies • Work autonomously • Undertake track authority working • Operate self propelled on track equipment i.e. high rail, sleeper inserter
Track Protection Officer	• Undertake track authority working (Form B)
Senior Maintainer	Infrastructure trade level stream base skills, completed Cert III in either either Track, Structures, Resurfacing, Signals, etc: • Works without supervision • Fully competent within applicable infrastructure stream
Senior Track Protection Officer	• Undertake track warrant working (Form A)
Gang Leader Maintainer	Supervision and allocation of daily work schedules for track maintenance work team(s) and contractors: • Accountable for the quality of maintenance works by gang • Certifies track as safe for traffic at boarded speeds
Trainee Resurfacing Machine Operator	Typically completed TLI Cert II in Rail Infrastructure (Track Surfacing) and/or undertaking TLI Cert III in Track Surfacing • Work under supervision to remove, repair and reinstate track defects and anomalies so as to address the TasRail Track Maintenance Standards • Under supervision, use track resurfacing machines (may include Tamper/Ballast regulator/Ballast stabiliser) to remove, repair and reinstate track defects and anomalies so as to address the TasRail Track Maintenance Standards • Be prepared to work away from Home Depot for extended periods
Resurfacing Machine Operator	Infrastructure trade level stream base skills, completed Cert III in Track Surfacing • Work to remove, repair and reinstate track defects and anomalies so as to address the TasRail Track Maintenance Standards • Use track resurfacing machines (may include - Tamper/Ballast regulator/Ballast stabiliser) to remove, repair and reinstate track defects and anomalies so as to address the TasRail Track Maintenance Standards

	• Manage Safe Working aspects of the machine's worksite • Be prepared to work away from Home Depot for extended periods
Gang Leader Resurfacing Machine Operator	Supervision and allocation of daily work schedules for track resurfacing machines team(s) and contractors • Ensure all maintenance workers & contractors are appropriately inducted and have appropriate certificates and licences for operating on/around the track • Plans/directs own work group and liaises with other work groups e.g. Local gangs and in addition liaises with train control to maximise time on track • Display good communication skills • Accountable for the quality of maintenance works by machine gang • Certify track speed.
Trainee Welder (Thermit)	Typically completed TLI Cert II in Rail Infrastructure (Track Work) and/or undertaking TLI Cert III in Track Welding • Work under supervision • Basic fettling work • Heat & cut materials using Oxy-LPG equipment • Able to use or acquire the skills to use light power tools / equipment • Practices Occupational Safety and Health and Rail Safety requirements in the work place • General environmental awareness
Welder (Thermit)	Typically completed TLI Cert 111 in Rail Infrastructure (Track Welding) • Remove, repair and reinstate of rail defects and anomalies so as to address the TasRail Track Maintenance Standards • Manage Safe Working aspects of the gang's worksite • Certify track for operational traffic at boarded speeds • Be accountable the quality of work undertaken • Provide safe working in accordance with Code of Operating rules, including taking of track authority • Be prepared to work away from Home Depot for extended periods.
Group Leader (Thermit Welding)	Oversees the supervision and allocation of work schedules for thermit welding and destressing work team and contractors • Oversee the adoption of safe work practices consistent with TasRail infrastructure and environmental standards • Oversee team compliance with Occupational Safety and Health and Rail Safety requirements in the work place • Oversee own work groups and liaises with other work groups e.g. surfacing sites and in addition liaises with train control to maximise time on track
Welder (Points & Crossings)	Typically completed TLI Cert II in Rail Infrastructure (Track Work) plus formal industry certification deemed by Tasrail to be relevant. • Remove, repair and reinstate defects and anomalies within the rail on points and crossings so as to address the TasRail Track Maintenance Standards • Supervise the day to day workings of the points and crossing welding gang • Certify track for operational traffic at boarded speeds • Operate self propelled on track equipment • Provide safe working in accordance with Code of Operating rules, including taking of track authority • Be prepared to work away from Home Depot for extended periods.
Group Leader –Points & Crossings	Oversee the supervision and allocation of work schedules for the points and crossings work team and contractors

	• Oversee the adoption of safe work practices consistent with TasRail infrastructure and environmental standards • Oversee team compliance with Occupational Safety and Health and Rail Safety requirements in the work place • Oversee own work group and liaises with other work groups e.g. surfacing sites and in addition liaises with train control to maximise time on track • A demonstrated understanding of the functions, construction and maintenance of points and crossings • An ability to supervise the assembly, setting out and cutting in of new or reconditioned points and crossings sets • An ability to supervise the detailed servicing and maintenance of points and crossings
Trainee Plant & Equipment Maintainer	New Entrant with no railway / rail equipment & plant experience; Base Trade • Under supervision, maintain assigned aspects of TasRail Infrastructure plant and equipment both in the workshop and in the field • Ability to operate plant and equipment for maintenance purposes • Be prepared to work away from Home Depot for extended periods • Adopt safe work practices and take environmental care • Be accountable the quality of work undertaken • General environmental awareness
Plant & Equipment Maintainer	Trade Qualifications: • Maintain assigned aspects of TasRail Infrastructure plant and equipment both in the workshop and in the field • Operate self propelled on track equipment • Provide safe working in accordance with Code of Operating rules, including taking of track authority
Signal Electrician	Electrical qualifications. Carry out the programmed and un-programmed maintenance of all signalling equipment • Where applicable, supervise (entry level Signal Maintainers & apprentices) in the carrying out the programmed and un-programmed maintenance of all signalling equipment • Undertake repair of yard and building maintenance electrical equipment • Undertake associated track maintenance • Be prepared to work away from Home Depot for limited periods • Be available for emergency work and planned additional overtime work
Asset Services Technician	All Signal Electrician & Rolling Stock Technician duties plus: • Able to undertake electrical maintenance work, repair and upgrade on TasRail plant maintenance, including bulk handling and ship loading assets, maintenance facilities, terminals etc. • Position qualified and competent to work on locomotive / signal assets. • Assist in the preparation of annual maintenance programs • Assist with maintaining relevant maintenance manuals • Be prepared to work away from Home Depot for limited periods • Be available for emergency work and planned additional overtime work

Ordinary Hourly Rate – Tasmania

	On Lodgement	
Classification	**Base Rate**	**Casual Rate**
Trainee Maintainer	$22.74	$28.42
Maintainer Level 1	$24.23	$30.28
Maintainer Level 2	$25.26	$31.57
Track Protection Officer	$25.26	$31.57
Senior Maintainer	$27.09	$33.86
Senior Track Protection Officer	$27.09	$33.86
Gang Leader Maintainer	$28.65	$35.81
Trainee Welder (Thermit)	$24.39	$30.48
Welder (Thermit)	$27.09	$33.86
Group leader Thermit Welder	$30.68	$38.35
Trainee Resurfacing Machine Operator	$24.39	$30.48
Resurfacing Machine Operator	$27.09	$33.86
Group leader Resurfacing Machine Operator	$30.68	$38.35
Trainee Plant & Equipment Maintainer	$27.61	$34.51
Plant & Equipment Maintainer (Trade)	$30.68	$38.35
Welder – Points & Crossings (Trade)	$29.01	$36.26
Group Leader Welder – Points & Crossings (Trade)	$32.07	$40.09
Trainee Signal Electrician	$28.30	$35.38
Signal Electrician	$31.97	$39.96
Asset Services Technician	$32.77	$40.96

	1st July 2016	
Classification	**Base Rate**	**Casual Rate**
Trainee Maintainer	$23.42	$29.27
Maintainer Level 1	$24.95	$31.19
Maintainer Level 2	$26.01	$32.51
Track Protection Officer	$26.01	$32.51
Senior Maintainer	$27.90	$34.87
Senior Track Protection Officer	$27.90	$34.87
Gang Leader Maintainer	$29.50	$36.87
Trainee Welder (Thermit)	$25.12	$31.40
Welder (Thermit)	$27.90	$34.87
Group leader Thermit Welder	$31.60	$39.50
Trainee Resurfacing Machine Operator	$25.12	$31.40
Resurfacing Machine Operator	$27.90	$34.87
Group leader Resurfacing Machine Operator	$31.60	$39.50

Trainee Plant & Equipment Maintainer	$28.43	$35.53
Plant & Equipment Maintainer (Trade)	$31.60	$39.50
Welder – Points & Crossings (Trade)	$29.88	$37.35
Group Leader Welder – Points & Crossings (Trade)	$33.03	$41.28
Trainee Signal Electrician	$29.14	$36.42
Signal Electrician	$32.92	$41.15
Asset Services Technician	$33.75	$42.19

Travelling and Incidental Expenses – Tasmania

TAS	Lodgement	1st July 2015	1st July 2016
Breakfast	$26.00	$27.00	$28.00
Lunch	$22.00	$23.00	$24.00
Dinner	$22.00	$23.00	$24.00
Accommodation	$113.00	$115.00	$117.00
Total	$183.00	$188.00	$193.00

Annexure E – South Australia

Classification Definition – South Australia

Classification	Job Description
Level 1	Entry Point Labourer/Infrastructure Worker • Undertake training to acquire mandatory tickets to enter, and carry out basic labouring work, under direct supervision, within rail corridor
Level 2	General Labourer/Infrastructure worker. Undertaking TLI Cert 11 in either Track, Structures, Resurfacing, Track Protection, etc. Or Specialist Skills in either: • Forklift Operator • Welders Offsider
Level 3	Experienced Labourer/Way Maintainer/Infrastructure Worker. Typically completed TLI Cert 11 in either Track, Structures, Resurfacing, Track protection, etc. Or specialist Skill in either: • Backhoe Operator, • Frontend Loader Operator • Bobcat Operator • Truck Driver 3-8 tonne Safeworking units (responsibilities) at this level include: • Perform Lookout duties • Perform Handsignaller duties,
Level 4	Infrastructure Worker. Undertaking TLI Cert 111 in either Track, Structures, Resurfacing, Signals, Welding, Track protection etc Safeworking units (responsibilities) at this level include: • Implement absolute signal blocking
Level 5	Completed TLI Cert 111 in: • Auminothermic Welding Or Specialist Skill in either: • TRMO (Medium) • Rail Lubricant Attendant • Chemical Operator Safeworking units (responsibilities) at this level include: • Implement track occupancy protection • Operate stand alone signalling/point control equipment • Access rail track to run track vehicle within a defined worksite • Implement a track work authority and manage rail traffic through worksites • Conduct track protection assessment (Low Level)
Level 6	Completed TLI Cert 111 in either Track, Structures, Resurfacing, Signals, etc Or Specialist Skills in either: • TRMO (Heavy) • Hi-Rail Operator • Ultrasonic Testing • Signal Mechanical • Truck Driver 8 - 16 tonne

Level 7	Experienced TLI Cert 111 Infrastructure worker/specialist: • Aluminothermic Welding • Flashbutt Welding Safeworking units (responsibilities) at this level include: • Access rail track to travel track vehicle/s under block working
Level 8	Ganger/Coordinator (track/structures/signals) • Supervise small work crew (1- 4) Or Specialist Skills in: • Signal Interlocking fitter Safeworking units (responsibilities) at this level include: • TLIF3083B Conduct track protection assessment (All aspects) • TLIL3084A Implement a local possession authority • TLIL4069A Plan and coordinate track protection for multiple worksites within the limits of a work on track authority
Level 9	• Track Certifier (exp) • Traffic Officer Safeworking units (responsibilities) at this level include: • TLIC2081A Pilot rail traffic within work on track authority limits • TLIC3055A Access rail track to travel track vehicle under occupancy
Level 10	Project Safeworking Co-ordinator • Experienced safeworking person – organise all aspects of safeworking for large projects Trades • Plant Fitter/Mechanic • Electrician
Level 11	Workgroup leader • Supervise large work crew (4+)
Level 12	Road Foreman
Level 13	Team Leader Bridge Examiner Signal Electrician

Ordinary Hourly Rate – South Australia

	On Lodgement	
Classification	**Base Rate**	**Casual Rate**
Level 1	$24.67	$30.84
Level 2	$27.04	$33.80
Level 3	$27.89	$34.86
Level 4	$29.78	$37.23
Level 5	$30.85	$38.56
Level 6	$32.35	$40.44
Level 7	$33.74	$42.17
Level 8	$35.53	$44.41
Level 9	$36.49	$45.61
Level 10	$38.25	$47.81
Level 11	$41.65	$52.06
Level 12	$42.32	$52.90
Level 13	$42.85	$53.56

	1st July 2016	
Classification	**Base Rate**	**Casual Rate**
Level 1	$25.41	$31.76
Level 2	$27.85	$34.81
Level 3	$28.72	$35.90
Level 4	$30.67	$38.34
Level 5	$31.77	$39.71
Level 6	$33.32	$41.65
Level 7	$34.75	$43.44
Level 8	$36.59	$45.74
Level 9	$43.58	$54.48
Level 10	$39.39	$49.24
Level 11	$42.89	$53.61
Level 12	$44.13	$55.16
Level 13	$44.13	$55.16

Travelling and Incidental Expenses - South Australia

SA	Lodgement	1st July 2015	1st July 2016
Breakfast	$20.60	$21.22	$21.86
Lunch	$23.69	$24.40	$25.13
Dinner	$41.20	$42.44	$43.71
Accommodation	$84.46	$87.00	$89.61
Total	$169.95	$175.06	$180.31

Annexure F – Western Australia

Classification Definition – Western Australia

Classification	Job Description
Level 1	Entry Point Labourer/Infrastructure Worker • Undertake training to acquire mandatory tickets to enter, and carry out basic labouring work, under direct supervision, within rail corridor Safeworking units (responsibilities) at this level include: • WMP01 Track access permit (supervised) • TLIW2001A Operate under track protection rules
Level 2	General Labourer/Infrastructure worker. Undertaking TLI Cert 11 in either Track, Structures, Resurfacing, etc. Or Specialist Skill in either: • Operate forklift Safeworking units (responsibilities) at this level include: • WMP05 Awareness for unaccompanied access to worksite
Level 3	Experienced Labourer/Infrastructure Worker. Typically completed TLI Cert 11 in either Track, Structures, Resurfacing, etc Or specialist Skill in either: • Truck Driver 3-8 tonne Safeworking units (responsibilities) at this level include: • WMP11 Flag Attendant
Level 4	Infrastructure Worker. Undertaking TLI Cert 111 in either Track, Structures, Resurfacing, Signals, Welding, etc Or specialist Skill in: • Backhoe Operator, • Frontend Loader Operator • Bobcat Operator • Light on-track equipment Safeworking units (responsibilities) at this level include: • WMP15 Track access permit (excludes working with track machines)
Level 5	Completed TLI Cert 111 in: • Auminothermic Welding Or Specialist Skill in: • Rail Lubricant Attendant
Level 6	Specialist Skills in either: • TRMO Regulator • TRMO Consolidator • Hi-Rail Operator • Truck Driver 8 – 16 tonne
Level 7	Completed TLI Cert 111 in either Track, Structures, Resurfacing, Signals, etc
Level 8	Ganger/Leading Hand (track/structures/signals) - Supervise small work crew (1- 4) Or Specialist Skill in: • Truck Driver over 16 tonne (Semi) Safeworking units (responsibilities) at this level include:

	• WMP21 (Track supervisor, Perway patroller & road/rail vehicles)
Level 9	Specialist Skills in either: • TRMO Front plain line machines • Flashbutt Welder Safeworking units (responsibilities) at this level include: • WT041 Track access permit
Level 10	Workgroup Leader • Supervise large work crew (4+)
Level 11	Specialist Skills in either: • TRMO Heavy – complex machine operator • Probationary welder (trade)
Level 12	Team Leader (track/structures/signals) • Supervise multiple work crews plus ability to run a large project
Level 13	Team Leader (TRMO Crews) • Supervise machine operators Trades: • Bridge Examiner • Welder

Ordinary Hourly Rate – Western Australia

	On Lodgement	
Classification	**Base Rate**	**Casual Rate**
Level 1	$24.87	$31.09
Level 2	$26.76	$33.46
Level 3	$27.79	$34.74
Level 4	$29.35	$36.69
Level 5	$31.33	$39.16
Level 6	$32.12	$40.15
Level 7	$32.42	$40.53
Level 8	$33.68	$42.10
Level 9	$34.79	$43.49
Level 10	$35.72	$44.65
Level 11	$37.22	$46.52
Level 12	$39.30	$49.12
Level 13	$41.26	$51.58

	1st July 2016	
Classification	**Base Rate**	**Casual Rate**
Level 1	$25.86	$32.33
Level 2	$27.83	$34.78
Level 3	$28.90	$36.12
Level 4	$30.52	$38.15
Level 5	$32.58	$40.72
Level 6	$33.40	$41.75
Level 7	$33.71	$42.14
Level 8	$35.02	$43.78
Level 9	$36.18	$45.22
Level 10	$37.14	$46.43
Level 11	$38.70	$48.38
Level 12	$40.87	$51.09
Level 13	$42.91	$53.63

Travelling and Incidental Expenses Western Australia

WA	Lodgement	1st July 2015	1st July 2016
Breakfast	$20.60	$21.22	$21.86
Lunch	$23.69	$24.40	$25.13
Dinner	$41.20	$42.44	$43.71
Accommodation	$84.46	$87.00	$89.61
Total	$169.95	$175.06	$180.31