



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Laing O’Rourke Australia Construction Pty Ltd T/A Laing O’Rourke
(AG2018/767)

**LAING O’ROURKE AUSTRALIA CONSTRUCTION PTY LTD
VICTORIAN RAIL MAINTENANCE AND RENEWALS ENTERPRISE
AGREEMENT 2017 -2021**

Building, metal and civil construction industries

COMMISSIONER JOHNS

SYDNEY, 26 APRIL 2018

Application for approval of the Laing O’Rourke Australia Construction Pty Ltd Victorian Rail Maintenance and Renewals Enterprise Agreement 2017 -2021.

[1] An application has been made for approval of an enterprise agreement known as the *Laing O’Rourke Australia Construction Pty Ltd Victorian Rail Maintenance and Renewals Enterprise Agreement 2017 -2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Laing O’Rourke Australia Construction Pty Ltd T/A Laing O’Rourke. The Agreement is a greenfields agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Rail, Tram and Bus Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 May 2018. The nominal expiry date of the Agreement is 25 April 2022.



COMMISSIONER

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Laing O'Rourke Australia Construction Pty Ltd
Victorian Rail Maintenance and Renewals Enterprise Agreement
2017 – 2021

**Laing O'Rourke Australia Construction Pty Ltd
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1. Introduction

1.1 Title

This Agreement shall be called the Laing O'Rourke Australia Construction Pty Ltd Victorian Rail Maintenance and Renewals Enterprise Agreement 2017 - 2021 (the **Agreement**).

1.2 Parties to this Agreement

This Agreement covers each of the following:

- (a) Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000) (the **Employer** or **Laing O'Rourke** or **Company**)
- (b) The Australian Rail Tram and Bus Union (**RTBU**)
- (c) All persons who will be employed by Laing O'Rourke and will be engaged in classifications prescribed in this Agreement for work performed by the Company for the Client in the State of Victoria within the scope set out in Clause 1.6 of this Agreement (**Employees**)

1.3 Application of this Agreement

- (a) This Agreement will incorporate and be read in conjunction with the Building and Construction General On-site Award 2010.
- (b) For the purpose of this Clause, industrial instrument means/includes any modern award or enterprise agreement defined or described in the Fair Work Act, or award based transitional instruments or agreement based transitional instruments defined or described in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth), or any unregistered industrial agreement.
- (c) This Agreement incorporates and is to operate in conjunction with the NES. Subject to the Fair Work Act where this Agreement is more beneficial in a particular respect to an employee, then this Agreement shall prevail to the extent of the inconsistency, however where the NES is more beneficial in a particular respect to an employee, then the NES shall prevail to the extent of the inconsistency.

1.4 Duration of this Agreement

This Agreement shall operate 7 days after it is formally approved by the FWC. The nominal expiry date for this Agreement shall be four years from the date of approval of the Agreement by the FWC.

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1.5 Definitions

- (a) **Client** is defined as Metro Trains Melbourne, VLine, ARTC and other metropolitan and regional transport clients of the business.
- (b) **Domestic violence** is defined as any violent, abusive or intimidating behaviour between family members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, psychological, verbal, sexual, emotional or financial abuse.
- (c) **Employee Representative** means any person nominated by an Employee who is to represent the Employee's interests when requested by the Employee to do so.
- (d) **Fair Work Act** means the Fair Work Act 2009 (Cth) as amended from time to time.
- (e) **FWC** means Fair Work Commission.
- (f) **NES** means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth).
- (g) **OHS Legislation** means the *Occupational Health and Safety Act 2004* (Vic), *Occupational Health and Safety Regulations 2009* (Vic), or otherwise applicable OHS legislation.
- (h) **OTE** means Ordinary Time Earnings and is the Weekly Rate divided by 36 as stipulated by the relevant clause of the Agreement.
- (i) **Party** or **Parties** means the means the Employer, the Union and the Employees.
- (j) **Rail** or **Railway** includes Tram infrastructure.
- (k) **Safety Committee** means a committee established in accordance with the OHS Act, or otherwise applicable OHS legislation.
- (l) **Weekly Rate** the rate provided in this Agreement, plus any applicable allowance as prescribed within this Agreement, for ordinary hours.

1.6 Scope

- (a) This Agreement shall apply to employees of the Employer engaged in performing the following work for rail infrastructure:
 - (i) Construction or maintenance upgrades track works for heavy and light rail systems including the associated civil works when engaged by or on behalf of the Client within the state of Victoria.

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- (ii) Manufacture, assemble, fit out and quality control test rail track components within a designated workshop.
- (b) This Agreement does not apply to the construction of railway buildings such as station buildings and workshops.
- (c) It will also apply to Victorian based employees sent by the Employer to work temporarily in other states.

1.7 Appendices

- (a) The common clauses apply to all work covered by this Agreement including:
 - (i) Maintenance – spot rail track surfacing, geometry corrections, weld rail fault corrections, including aluminothermic welding, distressing, rail replacement, ad hoc and routine tie/transom replacement, drain clearing, vegetation clearing, fire breaks, platform adjustments, signage replacement, painting, access road re-instatement, bituminous surface repairs, fencing repairs, cleaning, lubrication and servicing, points and crossings component replacement and associated infrastructure maintenance;
 - (ii) Refurbishment – in face track surfacing, dip/peak corrections including rail bending/grinding, aluminothermic welding, distressing, ad hoc and routine tie/transom replacement, general replacement work on a "like for like" basis including but not limited to tie renewal, bridge/structure/platforms, level crossing components / pavement, points and crossings, civil components of rail signalling replacements and/or relocations; re-railing including flashbutt welding and replacement of life expired infrastructure.
 - (iii) Upgrades – Generally as per Refurbishment but where replacement components are of a technological and/or operational higher standard such as level crossings, signalling equipment, signalling CBI in lieu of relays, concrete resleepering in lieu of timber, concrete bearers in lieu of timber, dual gauging and associated infrastructure upgrades etc.
 - (iv) Upgrades – Work which involves the complete removal of technically redundant infrastructure and replacement with new technology with a value not greater than \$2.88m.
 - (v) Amplifications – Works which involves the linear "extension" and/or grade separation of existing infrastructure on an existing railway corridor such as passing lanes, track duplication, track re-routing etc with a value not greater than \$2.88m.

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- (vi) New Construction – Work which involves the construction of new infrastructure on a corridor not previously used for rail such as building sites, by-passes and yards not on railway reserves with a value not greater than \$2.88m.
- (b) When Employees are engaged on construction work with a project value greater than \$2.88m Appendix B will apply in relation to any inconsistency.
- (c) The appendices to this Agreement form part of the Agreement.

2. Objectives

2.1 Overview

The Parties to this Agreement recognise that the Company must achieve real and sustained performance improvements if the Company is to meet its goals and objectives. Such performance improvement is the shared goal of the Parties.

2.2 Goals

The fundamental objectives of this Agreement are to create a framework in which to achieve the following goals during work on a Project:

- (a) A safe and healthy work site;
- (b) Achievement of actual implementation of efficiency measures to effect real gains in productivity;
- (c) Development of best practice and promotion of a culture of continuous learning and improvement;
- (d) Meeting the requirements of a Project contract whilst also meeting and exceeding related completion objectives on time and within budget forecasts; and
- (e) Environmental and cultural heritage awareness and compliance amongst all Employees.

2.3 Commitments

The parties agree to ensure that:

- (a) the Company and their Employees work together constructively in the pursuit of an operation where people are flexible, willing to learn and contribute to their fullest;
- (b) Employees perform work as requested, provided it is within their range of skills, competence, classification and authorisation and are provided with rewarding jobs and treated with dignity and respect;

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- (c) the efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;
- (d) the Agreement is consistent with the provisions of the Act;
- (e) the disputes settlement procedures provided herein are strictly adhered to.

2.4 Obligations

The objectives and commitments set out in this paragraph are purely aspirational and do not give rise to any obligations on the parties.

3. No Extra Claims

It is a term of this Agreement that the Parties will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in Clause 1.4 of this Agreement. This includes claims relating to changes arising from award variations or decisions of Fair Work Commission (but for Fair Work Commission decisions arising from a dispute referred in accordance with Clause 14) It is also a term of this Agreement that the Parties will not take industrial action in support of extra claims, award or over award, for the duration of this Agreement.

Nothing in this clause operates to modify s.417 of the Act.

4. Flexibility

- (a) A Company and an employee of that Company covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (i) The clauses of this Agreement that are subject to flexibility are about 1 or more of the following matters:
 - Parental Leave;
 - Compassionate Leave;
 - Jury Service; and
 - (ii) The arrangement meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The arrangement is genuinely agreed to by the Company and the Employee.
- (b) The Company will ensure that the terms of the individual flexibility arrangement comply with the Act, including that they:
 - (i) Are about permitted matters; and

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- (ii) Are not unlawful terms; and
 - (iii) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
 - (c) Where the Company wants to enter into an individual flexibility arrangement with an individual Employee, it must provide a written proposal to the Employee. Where the Employee's understanding in written English is limited, the Company must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal. Where an Employee wants to enter into an individual flexibility arrangement, he or she should notify the relevant Company manager of variation sought.
 - (d) The Company must also ensure that the individual flexibility arrangement is:
 - (i) in writing; and
 - (ii) includes the name of the Company and the Employee; and
 - (iii) signed by the Company and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee; and
 - (iv) includes details of the terms of this Agreement that will be varied, how the arrangement will vary the effect of the terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences.
 - (e) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (f) Either the Company or the Employee may terminate the individual flexibility arrangement;
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) at any time by both parties agreeing in writing.
 - (g) There is no requirement that any individual flexibility arrangement agreed by the Company and an Employee be approved by or consented to by any other party whether before or after the arrangement has been agreed to.
-

5. Consultation

5.1 Consultation process

5.1.1 General

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

5.1.2 Major change

- (a) For a major change referred to in clause 5.1.1(a)(i):
 - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses 5.1.2(b) to (h) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (d) As soon as practicable after making its decision, the employer must:
 - (i) 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 employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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- (ii) 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.
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 5.1.2(a)(i) and clauses 5.1.2(b) and (d) are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

5.1.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 5.1.1(a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses 5.1.3(b) to (f) apply.

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- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) In this term "relevant employees " means the employees who may be affected by a change referred to in subclause 5.2.1.

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5.1.4 Major Change

A major change is likely to have a significant effect on employees if it results in:

- (a) termination of employment of employees; or
- (b) major change to composition, operation or size of the, employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) an employee's roster
- (f) the need to retrain employees; or
- (g) the need to relocate employees to another workplace; or
- (h) the restructuring of jobs.

6. **Contract of Employment**

6.1 **Engagement of Employees**

Employees may be employed on a permanent basis as a full time or part-time basis, or engaged on a casual basis. Employees may also be engaged for a specified period and/or specified tasks.

6.2 **Probationary Period**

The first three (3) months of employment of an Employee (not a casual employee) shall be on a probationary basis during which the employment may be terminated upon one (1) weeks' notice or payment of one (1) week's wages in lieu of notice. Regular feedback will be provided to the Employee during the probationary period.

6.3 **Notice of termination – permanent Employees**

- (a) In order to terminate the employment of a permanent Employee the following notice shall be given by either the Company or the Employee:

Employee's period of continuous service with the Company	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more 5 years	3 weeks

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More than 5 years

4 weeks

- (b) In addition to the notice as set out in sub-clause 6.3(a), Employees over forty-five (45) years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice when their employment is terminated by the Company.
- (c) The Company may, at its discretion, make a payment in lieu of part or all of the notice prescribed in paragraphs 6.3(a) and 6.3(b) of this subclause.
- (d) In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary hours the Employee would have worked during the period of notice had employment not been terminated, shall be used. To avoid doubt, this means that the amount payable in lieu of notice shall be equivalent to the applicable Weekly Rate provided for in this Agreement.
- (e) In calculating any payment in lieu of notice, superannuation contributions and redundancy entitlements including Incolink contributions and fares and travelling allowance will be paid in addition to the Weekly Rate.
- (f) The period of notice in 6.3 shall not apply in the case of the termination of employment of an Employee engaged for a specified period and/or specified task/s (on expiry of that specified period and/or completion of that specified task/s).

6.4 Casuals

- (a) A casual loading of 25% of the applicable Ordinary Time Rate shall be paid to a casual Employee. The casual loading is paid in lieu of annual leave, personal leave, parental leave, and public holidays as contained in this Agreement. In calculating overtime payments for casuals the following should apply; Ordinary Time Rate, site allowance and 25% casual loading then the relevant penalty rate ((base rate * casual loading) * penalty rate).
- (b) On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight (8) hours work, plus the relevant fares and travel allowance.
- (c) Termination of all casual engagements shall require one (1) hours notice on either side or the payment or forfeiture of one (1) hours pay, as the case may be.
- (d) A casual employee who has been engaged by the employer on a regular and systematic basis for a period of 6 weeks is eligible to request conversion to full-time or part-time employment.

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- (e) Any request for conversion to part-time or full-time employment made by the casual employee must be in writing.
- (f) The Company will provide a written response to the casual employee's request within 14 days, and if that response is a refusal, the reasons for the refusal will be stated.
- (g) The Company refuses an eligible casual employee's request for conversion to full-time or part-time employment, the casual loading payable to that employee for all ordinary hours will increase to 75% of the hourly rate prescribed in this agreement for the work performed. This loading will constitute part of the casual employee's all-purpose rate.
- (h) If the casual employee elects to convert to part-time employment and this request is granted, the employee and employer must try and reach agreement regarding hours of work.
- (i) If a casual employee chooses not to exercise his or her entitlement to request conversion to full time or part time employment, the employment relationship will proceed on a casual basis and the casual loading will remain at 25%.
- (j) A casual employee can request the process in this clause at any stage of their employment after completing 6 weeks service.
- (k) Where there is a dispute regarding the conversion of employment, including the refusal of a request for conversion, the parties will adhere to the dispute settlement procedure.

6.5 Instant Dismissal

Despite any other provisions in this clause, a Company will have the right to dismiss any Employee of the Company, without notice, for conduct that justifies instant dismissal (i.e. serious misconduct). In such cases the Employee shall be paid up to the time of dismissal only.

6.6 Abandonment of Employment

- (a) The absence of an Employee from work for a continuous period without notification exceeding five (5) working days without the consent of a Company or a reason acceptable to the Company will be prima facie evidence that the Employee has abandoned his or her employment.
- (b) Termination of employment by abandonment in accordance with this clause 6.6 will operate as from the date of last attendance at work or the last day's absence in respect of which consent was granted, or the last day's absence in respect of which notification was given to the Company, whichever is the later.

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6.7 Termination payments

- (a) An employee upon termination shall be paid the following monies as detailed below:
 - Accrued but untaken annual leave
 - Accrued but untaken rostered day off hours
- (b) Outstanding superannuation contributions (to be paid to the Employee's nominated superannuation fund)
- (c) Upon termination any rostered day off balance in debit will be deducted from an Employee's termination payment.
- (d) Termination payments will be processed by the Company within 2 business days

6.8 Certificate of Service

A Certificate of Service will be provided on termination of employment from the Company.

7. Classification, Rates of Pay and Allowance

7.1 Classification structure and rates of pay

- (a) All Employees working under this Agreement shall be classified according to the skill based classification structure set out in Appendix A.
- (b) Subject to the provisions of this clause the rates of pay for Employees are set out below:
 - All expense-related allowances will be paid in accordance with this Agreement.
 - A site allowance maybe paid at the appropriate rate per hour, as prescribed in this Agreement.
 - At the Company's sole discretion the Ordinary Time Rate may be increased by the Company beyond the Ordinary Time Rate specified for a period of time and then decreased to the minimum applicable Ordinary Time Rate as prescribed by this Agreement. Where this occurs the terms of such increasing and decreasing will be set out in writing to the affected employee by the Company.
 - For the avoidance of doubt the Ordinary Time Rate will never be lower than prescribed by this Agreement.

(c) Apprentices

Apprentice wages will be calculated as a proportion of the tradesperson's total Weekly Rate prescribed below:

Apprentices Rates

Year	Percentage of tradesperson – RW5 Minimum Wage Rate
1st year	55%
2nd year	65%
3rd year	80%
4th year	90%

Adult Apprentice Rates

Year	Percentage of tradesperson – RW5 Minimum Wage Rate
1st year	60%
2nd year	70%
3rd year	80%
4th year	95%

- Daily Fares and other allowances for apprentices will be calculated at the ordinary adult allowances as prescribed by this Agreement.

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7.2 Wage Increases

The actual wage increases occurring during the life of this Agreement effective from the first full pay period on or after the date are as follows:

Hourly Rates

Grade	Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
RW1 (80%)	\$30.05	\$31.55	\$33.13	\$34.79	\$36.53
RW2 (85%)	\$31.90	\$33.50	\$35.17	\$36.93	\$38.77
RW3 (90%)	\$35.65	\$37.43	\$39.30	\$41.27	\$43.33
RW4 (97.5%)	\$36.59	\$38.42	\$40.34	\$42.36	\$44.48
RW5 (100%)	\$37.53	\$39.41	\$41.38	\$43.45	\$45.62
RW6 (110%) L/H 1	\$41.27	\$43.33	\$45.50	\$47.78	\$50.16
RW7 (120%) L/H 2	\$45.02	\$47.27	\$49.63	\$52.12	\$54.72

Weekly Rates

Grade	Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
RW1 (80%)	\$1,081.80	\$1,135.80	\$1,192.68	\$1,252.44	\$1,315.08
RW2 (85%)	\$1,148.40	\$1,206.00	\$1,266.12	\$1,329.48	\$1,395.72
RW3 (90%)	\$1,283.40	\$1,347.48	\$1,414.80	\$1,485.72	\$1,559.88
RW4 (97.5%)	\$1,317.24	\$1,383.12	\$1,452.24	\$1,524.96	\$1,601.28
RW5 (100%)	\$1,351.08	\$1,418.76	\$1,489.68	\$1,564.20	\$1,642.32
RW6 (110%) L/H 1	\$1,485.72	\$1,559.88	\$1,638.00	\$1,720.08	\$1,805.76
RW7 (120%) L/H 2	\$1,620.72	\$1,701.72	\$1,786.68	\$1,876.32	\$1,969.92

7.3 Daily fares and travelling allowance

When an employee is required to attend for work other than a depot, yard or their normal place of work will receive a daily fares and travelling payment per day shall be made for each day worked at this site (including RDOs). This payment shall in no way limit or be construed as a payment in substitution for any other entitlement to which an Employee is

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entitled under this Agreement. Payments are set out as follows effective from the first full pay period on or after the date:

Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
\$35.00	\$36.75	\$38.59	\$40.52	\$42.54

7.4 Leading hand responsibilities and allowance

- (a) Leading Hand means any Employee who is appointed by the Company, with the specific responsibility of directing and/or supervising the work of other Employees. Leading Hands will be appointed in writing by the Project Manager.
- (b) A person appointed to be a Leading Hand shall be paid the following allowance effective from the first full pay period on or after the date. This is a flat weekly allowance and does not attract any loadings or penalties.

Level	No. of employees supervised	Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
1	2 – 5	\$45.40	\$47.67	\$50.05	\$52.56	\$55.18
2	6- 10	\$55.72	\$58.51	\$61.43	\$64.50	\$67.73
3	11 +	\$72.24	\$75.85	\$79.64	\$83.63	\$87.81

7.5 First aid allowance

An Employee who:

- (a) is appointed by the Company to be responsible for carrying out first aid duties as they may arise; and
- (b) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance Association or similar body; and
- (c) is required by the Company to hold a qualification at that level; and
- (d) the qualification satisfies the relevant statutory requirement pertaining to the provision of first-aid services at the particular location where the Employee is engaged; and
- (e) those duties are in addition to the Employee's normal duties,

shall be paid at the following additional rates per day to compensate that person for the additional responsibilities,

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Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
\$15.00	\$15.75	\$16.54	\$17.36	\$18.23

7.6 Payment of wages

- (a) The Company will pay wages weekly by electronic funds transfer only to a maximum of two accounts of the Employee's choice. The Employee is required to nominate the account(s) at a bank or other financial institution at the time of engagement.
- (b) Where a payday falls on a public holiday, the Company will make the payment on the previous working day.

7.7 Tools provision

The Company will provide all tools. Tools provided to Employees shall remain the property of the Company.

8. Hours of Work

8.1 Standard ordinary hours

- (a) The ordinary hours of work for a non-shiftworker shall be 36 hours per week, up to 10 hours per day to be worked Monday to Friday between the hours of 6.00am and 6.00pm (or 5.00am to 5.00pm during daylight savings time) or as varied in accordance with Clause 8.1(c) or Clause 8.3.
- (b) The ordinary hours of work for a shiftworker shall be 36 hours per week, up to 10 hours per shift inclusive of meal breaks, worked between 4pm Sunday and 7am Friday. All time on worked on weekends shall incur the applicable penalty rates as set out in Clause 8.4.2(c).
- (c) The standard ordinary hours of work for different work areas, once established, may be varied.
- (d) If the Company wishes to vary the standard ordinary hours of work other than as set out in clause 8.1(c), they may do so:
 - (i) by agreement between the Company and the majority of the directly affected Employees in the work area and that agreement will not unreasonably withheld

The following principles will apply in determining if agreement can be reached:

- Outcomes must meet business requirements or operational needs;

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- Impact of change on an employee's remuneration;
- Reasonableness taking into account the employee's individual circumstances;
- Fatigue requirements.

or

- (ii) in the absence of agreement, by the Company giving more than 14 days' notice of the change.
- (e) The Company and the Employees will consult on the standard ordinary hours of work and the Company will take into consideration an Employee's family commitments prior to implementing changes.
- (f) All work performed outside standard ordinary hours will attract the relevant penalty rates as set out in this Agreement.

8.2 Rostering

- (a) A roster will be provided to employees on commencement of employment and on an annual basis in accordance with Client requirements.
- (b) The Company and the Employees will consult on the establishment of a roster for new projects.
- (c) If the Company wishes to vary a published roster to meet operational requirements, they may do so:
- (i) by agreement between the Company and the majority of the directly affected Employees in the work area and that agreement will not unreasonably withheld

The following principles will apply in determining if agreement can be reached:

- Outcomes must meet business requirements or operational needs;
- Impact of change on an employee's remuneration;
- Reasonableness taking into account the employee's individual circumstances;
- Fatigue requirements.

or

- (ii) by the Company giving the Employees as much notice as practicable. If at least 14 days' notice is not provided, the

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Company will pay Employees effected \$100 for each day not notified (up to a maximum of \$1400).

- (d) If the Company provides notice in accordance with Clause 8.2(c)(ii), an employee cannot be required to work between 6pm on a Friday and 4pm on a Sunday, unless in accordance with Clause 8.5.

8.3 Staggered Start / Finish Times

It is recognised that operational difficulties may exist with all employees commencing work at the same time. In these situations staggered start and finish times may be introduced by agreement between the Employer and the majority of employees concerned to assist overcoming these operational difficulties. As a consequence, breaks taken during the course of the day will also be varied.

8.4 Start / Finish Times

- (a) It is recognised that inefficiency may exist with work not commencing or finishing at the official starting or finishing times. In an endeavour to overcome this inefficiency it is agreed that employees will be ready to work at the official starting time and cease work at the official finishing time at the jobsite.
- (b) Start and finish times may be varied by agreement between the Employer and Employees.

8.5 Overtime

8.5.1 Reasonable overtime

- (a) Employees will be required to work reasonable weekend and non-weekend overtime, when requested, as determined by the Company to meet the needs of the Company's contractual requirements for completion of work on the relevant project.
- (b) Reasonable overtime will be determined having regard to:
 - (i) Any risk to Employee health and safety;
 - (ii) Any appropriate fatigue management plan put in place for the project that has been clearly communicated to the workforce;
 - (iii) The Employee's personal circumstances including family responsibilities;
 - (iv) The needs of the Company to meet the requirements of rail occupations/ possessions;
 - (v) The notice (if any) given by the Company of the overtime.

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- (c) On jobs where overtime is necessary, the work crew may be rostered so that each employee is not disadvantaged as to the amount of overtime worked (subject to the Employer being able to maintain appropriate levels of coverage as required to meet operational needs). On any day that overtime is worked there will be no necessity for all employees on that particular job to work.
- (d) Excessive overtime shall not be worked. It is agreed that every effort shall be made to eliminate excessive overtime and create as many employment opportunities as possible. Any suggested and agreed measures to address this shall be discussed by the Employer and the effected Employees and reviewed regularly on all projects throughout the life of this Agreement.

8.5.2 Payment for working overtime

- (a) Subject to the implementation of clause 8.5, all time worked outside or in excess of an Employee's ordinary hours of work (inclusive of time worked for accrual purposes as prescribed herein) shall be deemed overtime.
- (b) Monday to Friday Work – For all work done outside ordinary hours, the rates of pay will be time and a half for the first two hours and double time thereafter.
- (c) Weekend Work – For all work done outside ordinary hours, the rates of pay will be double time.
- (d) An Employee recalled to work overtime after leaving the relevant site (whether notified before or after leaving the relevant site) will be paid for a minimum of four hours work at the appropriate overtime time rate for each time the Employee is so recalled. Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four hours if the jobs the Employee was recalled to perform are completed within a shorter period. This subclause 8.5.2(d) will not apply in cases where it is customary for an Employee to return to the relevant site to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (e) An Employee who works overtime:
 - between the end of the Employee's ordinary work day or shift, and the commencement of the Employee's ordinary work in the next day or shift where the Employee has not had at least ten consecutive hours off duty between these times; or

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- on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on the next rostered shift;

shall, subject to this subclause, be released after completion of such overtime until the Employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

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

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- For the purpose of changing shift rosters; or
 - Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - Where a shift is worked by arrangement between the Employees themselves.
- (f) Subject to this clause the Company may require any Employee to work reasonable overtime. Employees who accept an offer of overtime will be obliged to attend.
- (g) Where an employee is engaged on shiftwork and the shift roster includes a regular overtime shift, attendance at the additional shift is considered compulsory. The Company will take into consideration an Employee's family commitments, if requested by the Employee, when an Employee is unable to attend for the overtime shift.

8.5.3 Cancellation of weekend overtime

- (a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Company may cancel planned weekend overtime. The Company will endeavour to notify Employees of weekend overtime cancellation by lunchtime on Friday. However the Company reserve the right, in exceptional circumstances, to notify employees of weekend overtime cancellation by no later than normal finishing time on Friday.

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- (b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to perform weekend overtime. Such Employees will notify the Company before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.

8.6 Rostered Days Off (RDO)

- (a) From the commencement of employment, 36 hours ordinary time may be worked with 0.8 hours per day accruing for a paid RDO.
- (b) The treatment of RDO will be as follows:
- 7.2 hours will be deducted from the accrual for each RDO that is taken.
 - Accrued RDO must be used before any annual leave day(s) are approved.
 - RDO may be banked to a total of five (5) days per annum to be taken at agreed dates when mutually convenient and agreed.
 - A new Employee will be eligible for an RDO after accruing 7.6 hours.
- (c) Employees should apply to take their accrued RDO as they would with accrued annual leave.
- (d) Any untaken/unused hours accumulated towards the taking of RDO will be paid to an employee on termination of employment, at the employee's ordinary base rate of pay.

8.7 Shift work

8.7.1 Overview

Where it is necessary that work be performed in shift, the following conditions shall apply.

For the purpose of this clause:

- (a) Afternoon shift means any shift starting at or after 10:00am and finishing at or before 9:00pm.
- (b) Night shift means any shift starting on or after 7:30pm and finishing at or before 6:00am.
- (c) Continuous Shift Work — A worker transferred to afternoon or night shift as part of 24 hour continuous operations that continues for more than 4 successive weeks
- (d) Payment for Shift Work

Shift	Penalty
Afternoon shift	15%
Night shift	30%
Continuous Shift Work	30%
Shifts less than 4 weeks other than on shift change	100%
Overtime	Weekend penalty rates and public holiday rates will be paid in lieu of shift allowances
Shiftworker on Overtime	200% (each day shall stand alone)

Extra rates in this clause are not cumulative so as to exceed the maximum of 200%.

9. Meal Breaks, Meal Allowances, Crib Breaks

9.1 Meal breaks

A paid morning break of 15 minutes' duration will be taken. Morning break and lunch breaks will be organised so as to ensure continuity of work and taken in a flexible manner at any time during the shift. The emphasis will be on arrangements to keep major equipment operating through the morning break and lunch where ever possible, by the staggering of breaks. Lunch breaks will be 30 minutes unpaid and may be staggered for individual Employees or work teams. A lunch break should commence within 6 hours of the designated start time of the shift. Lunchbreak times may be varied outside these times to meet operational requirements with agreement of the Company and an individual or group of directly affected Employees.

9.2 Overtime crib breaks

- (a) An Employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues work after such crib time.
- (b) When the period of overtime is two hours or more shall be allowed a meal break of twenty minutes which shall be paid for at Ordinary Time Rates.
- (c) The Company and an affected Employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided

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that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

9.3 Weekend crib breaks

- (a) An Employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of twenty minutes after four hours' work, to be paid for at the applicable rate but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid twenty minutes being without pay.
- (b) In the event of an Employee being required to work in excess of a further four hours, such Employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the Ordinary time rate.

9.4 Overtime meal allowances

For the purposes of this clause, an overtime meal allowance of \$17.00 will be paid where the Employee works 10 hours or more on a Monday to Friday and is calculated from the conclusion of the usual ceasing time at the end of ordinary hours inclusive of time worked for accrual purposes. The "overtime meal allowance" will be the only meal allowance paid to Employees working less than a twelve hour day on Monday to Friday.

10. Leave Provisions

10.1 Annual leave

10.1.1 Period of leave

- (a) Employees (other than casual Employees) will be entitled to 4 weeks of annual leave for each 12 month period of continuous service.
- (b) Annual leave accrues and will be credited on a pro-rata basis at the end of each week of continuous service.
- (c) Annual Leave is exclusive of Public Holidays and scheduled RDO.
- (d) Employees are required to give the Company reasonable notice in a request for annual leave. The Company will not unreasonably refuse a request for annual leave, including where an Employee requests that leave be allowed in one continuous period.
- (e) The Company encourages the taking of at least 2 weeks annual leave each year and may require an Employee to take leave if the Employee has extensive leave accumulated.
- (f) A continuous shift worker is entitled to an additional weeks' leave.

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10.1.2 Payment for period of leave

Each Employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed before the leave is taken.

10.1.3 Annual leave loading

- (a) In addition to the payment prescribed above an Employee shall receive during a period of annual leave a loading of 17.5% calculated on the Weekly Rate prescribed in this Agreement.
- (b) If the Employee is receiving shift loading immediately prior to taking annual leave they will not be entitled to the annual leave loading. The Employee will receive the applicable shift loading for each day of such annual leave. .

10.1.4 Annual close down

The Company may by two months' notice in writing declare that the establishment, project or business shall observe a complete Christmas – New Year close down, such Employee shall be entitled to leave on a pro rata basis and such an Employee may be stood down for the duration of the close down period, provided that any such employee shall be paid for all the public holidays occurring during the close down period.

10.2 **Personal / carer's leave**

10.2.1 Definitions

For the purposes of this clause, the following definitions apply:

immediate family	means: <ul style="list-style-type: none"> - 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 defacto partner or the Employee
spouse	includes former spouse
de facto partner	Means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and Includes a former de facto partner of the Employee

10.2.2 Entitlement

- (a) The amount of personal leave to which an Employee (other than a casual Employee) is entitled is as follows:
- One day in the first month and then one additional day at the beginning of each of the next nine calendar months shall be available in the first year of employment;
 - Ten days at the beginning of the Employee's second and each subsequent year shall commence on the anniversary of engagement.
- (b) In any year unused personal leave accrues at the rate of the lesser of:
- ten days less the total amount of sick leave and carer's leave taken from the current year's personal leave entitlement in that year; or
 - the balance of that year's unused personal leave.
- (c) If the employment of an Employee is terminated by the Company and the Employee is re-engaged by the Company within a period of six months, then the Employee's unclaimed balance of sick leave shall continue from the date of re-engagement, provided that the anniversary date for the accrual of further entitlements will be extended by the duration of the period of which the Employee was not employed by the Company.
- (d) An Employee is not entitled to be paid for periods during which an employee is absent from work for which the employee receives workers' compensation payments.

10.2.3 Taking personal / carer's leave

An Employee with sufficient personal leave accrued may utilise such leave because the employee is not fit for work because of a personal illness or personal injury effecting the employee, or in order to care for or support a member of the Employee's immediate family or household who requires care because of a personal injury or illness or support because of an unexpected emergency

10.2.4 Taking carer's leave to support victims of domestic violence

- (a) An Employee with sufficient personal leave accrued may utilise such leave in order to care for or support a member of the Employee's immediate family or household who requires care as a result of domestic violence.
- (b) For the purpose of providing the care referred to in 10.2.4(a) when an employee does not have an accrued entitlement to any other paid personal sick and carer's leave or annual leave or other such leave and subject to satisfactory proof and notice being provided to the Company:
 - (i) an Employee may be entitled to take 2 days of additional carer's leave if the Employee does not have an accrued entitlement to any other paid personal sick and carer's leave or annual leave or other such leave; or
 - (ii) Alternatively, an Employee will be entitled to take 2 days of unpaid carer's leave.
- (c) Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Station, Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.

10.2.5 Taking personal leave as a victim of domestic violence

- (a) If an Employee's personal / carer's leave accrual is exhausted and the Employee requires leave as a result of being a victim of domestic violence the Company will provide the Employee with an additional 2 days paid leave on each occasion required (up to 10 days per year).
- (b) Employees who are experiencing domestic violence may require time off work, for the following reasons, medical assistance, legal assistance, attending appointments with support services, attending police interviews, court appearances, counselling, arranging or undertaking child care, arranging accommodation or relocation or to make other safety arrangements.
- (c) Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Station, Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.

10.2.6 Giving notice of taking personal / carer's leave

An Employee shall as soon as practicable inform their supervisor of their inability to attend for duty, and, as far as practicable, state the nature of the injury, illness or emergency and the estimated duration of the Employee's absence

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10.2.7 Providing evidence in relation to personal / carer's leave

- (a) An Employee must prove to the Company satisfaction that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (b) Where an Employee claims to be allowed paid personal / carer's leave for an absence of one day and the Employee has already been allowed paid personal / carer's leave on two occasions for one day only during the previous 12 months, the Employee will only be entitled to payment for the day claimed if the Employee produces a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the Employee was unable to attend for duty on account of personal illness or injury. Where a medical certificate is impracticable the Company will accept from the Employee a Statutory Declaration stating the relevant circumstances of the reason for the Employee's absence.

10.3 Compassionate leave

Compassionate leave shall be in accordance with the provisions of the National Employment Standards.

10.4 Parental leave

Parental Leave shall be in accordance with the provisions of the National Employment Standards.

10.5 Jury service

- (a) An Employee (other than a casual employee) required to attend for jury service shall be entitled to have the Employee's pay made up by the Company to equal the Ordinary Time Rate as for eight hours per day plus fares whilst meeting this requirement. The Employee shall give the Company proof of such attendance and the amount received in respect of such jury service.
- (b) An Employee shall notify the Company as soon as practicable of the date upon which the Employee is required to attend for jury service, and shall provide the Company with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

10.6 Long service leave

- (a) Long Service leave will be provided consistent with the relevant legislation.
- (b) The Company will register its relevant Employees who are bound by this Agreement with the Victorian Portable Long Service Leave Scheme for the Construction Industry (ColInvest Limited) for the duration of the Employee's period of employment under this Agreement, and make such contributions required by the ColInvest Trust Deed.

10.7 Community service leave

An Employee shall be entitled to Community Service Leave as established by the National Employment Standards.

10.8 Public Holidays

10.8.1 Entitlement to public holidays

Employees (other than casual Employees) will be entitled to the following public holidays:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Saturday before Easter Sunday
- Easter Sunday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Friday before the AFL Grand Final
- Melbourne Cup
- Christmas Day
- Boxing Day.

Any other day (including the gazetted substitution of public holidays when they coincide with a weekend) declared by or under a law of the State of Victoria to be observed generally within the State as a public holiday.

10.8.2 Public holiday work

- (a) All work performed on any of the public holidays in this Agreement shall be paid for at the rate of double time and a half.
- (b) An Employee required to work on a public holiday shall be afforded at least four hours' work or paid for four hours at the appropriate rate.
- (c) An Employee may be requested to work on a public holiday. The Employee may refuse the request if the Employee has reasonable grounds to do so.

11. Protective clothing

11.1 Mandatory equipment

- (a) All Employees engaged to work on site will be supplied with appropriate protective clothing, high visibility vests, safety footwear, eye protection, gloves and safety helmets before commencing work on a project under this Agreement.
- (b) These supplied items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced immediately.

11.2 Job-related equipment

- (a) The Company will supply the following protective equipment/materials for use on specific work tasks:
 - Factor 30 + protective sunscreen;
 - Hearing protection;
 - Safety harnesses;
 - Gumboots.
- (b) Two sets of cotton drill protective pants and 4 sets of cotton drill protective clothing will be issued to all Employees within two weeks of commencing work with the Company.
- (c) A set of clothing will consist of either:
 - Two pair of overalls; or
 - Two combination bib and brace; or
 - Two pair of long trousers and Four long sleeved shirt.
- (d) Clothing will be replaced on a fair wear and tear basis.

11.3 Winter jackets

All Employees engaged on projects under this Agreement between 1 May and 30 September will be issued, with one high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis

12. Amenities

- (a) The Employer shall provide facilities including the provision of drinking and boiling water, heating and cooling, ventilation and rest room facilities. Any disagreement regarding the adequacy of facilities shall be dealt with through the Consultative Process and/or the Dispute Settlement Procedure contained herein.
- (b) Consultation shall take place between management and employee representatives to determine the level of amenities for the work at hand. This will determine a level of amenities that are reasonable or reasonably practicable and should at least take into account the following:
 - (i) The type of workplace
 - (ii) The location of the workplace
 - (iii) The nature of the work done
 - (iv) The number of workers on the site
 - (v) The distance from the workplace to the nearest available and appropriate amenities
 - (vi) The time required to access the amenities
 - (vii) The availability of power and services
- (c) All facilities are to be cleaned and disinfected on a regular basis.

13. Entitlements

13.1 Redundancy

- (a) The Company will make minimum weekly redundancy contributions in respect of Employees at the rate of 1.75 hours of ordinary time earnings. The contribution will be paid into the Incolink fund.
- (b) Casuals will be entitled to redundancy contribution. It will be paid as a daily entitlement based on rates set out in the above table divided by five (5).
- (c) Where the Company has given notice of termination of employment to an Employee in accordance with clause 7.1.2 by way of redundancy, an Employee shall be allowed time off of up to one (1) day during the notice period without loss of ordinary time pay for the purpose of seeking other employment. The time off shall be taken at times convenient to the Company, after consultation with the Employee.

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13.2 Superannuation

- (a) Subject to the requirements under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth), the Company will contribute a weekly superannuation payment of 9.5% of ordinary time earnings for each Employee into an eligible choice superannuation fund. In the event that an Employee does not exercise their right of fund choice or fails to do so within the prescribed time the Employer will make the required contributions into the Construction and Building Unions Superannuation Scheme (Cbus).
- (b) Employees may also make personal contributions to their nominated SGL account by wage sacrifice from pre-tax earnings.

13.3 Income Protection Insurance

13.3.1 General

- (a) Subject to this clause the Company shall maintain income protection insurance (sickness and accident) with Incolink for all Employees covered by this Agreement. The Company will enter into an insurance policy with an agreed provider. If the Employee is in receipt of other income protection insurance payments they shall not be entitled to any payments under this Agreement.
- (b) The cost to the Company will be no greater than \$26.50 per week for each Employee. If the premiums payable in respect of this insurance increases during the life of this Agreement, the Company and Employees will meet and discuss appropriate modification of the premium and benefit design with the objective of ensuring that the Company's total cost remains the same.

13.3.2 Accident make up pay

The Company will provide accident make up payments to 100% of average earnings for the first 52 weeks of a workers' compensation illness or injury.

13.4 Picnic Day

An additional day (Picnic Day) shall be taken on the first Monday in December each year. All Employees shall, as far as practicable, be given and shall take this day without deduction of pay. Any Employee required to work on this day shall be paid at the rate of double time and half; provided that an Employee who attends for work as required on this day shall be paid for not less than four hours work.

13.5 Training

- (a) The parties recognise that in order to increase the efficiency and productivity of the Company, a significant commitment to structured training and skill development is required.
- (b) The Company is committed to providing employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed competency standards and curriculum
- (c) The Company will actively encourage employees to seek formal recognition of their skills (ie recognition of prior learning).
- (d) The Company will use accredited training providers (such as the Laing O'Rourke RTO) to provide training as contemplated by this Clause to employees.
- (e) The parties will consult on the development of training programs which are consistent with the following:
 - (i) Training provided will be consistent with the Company's business requirements, relevant to the work of the employees, consistent with the skills development of each employee and with applicable national competency standards.
 - (ii) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.
 - (iii) If an approved training activity is undertaken during ordinary working hours, the employee/s concerned shall not suffer any loss of pay.
 - (iv) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of the employer, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with the Company.
 - (v) Training costs of courses approved by the Company will be met by the Company (eg White Card).
 - (vi) The Company will not be asked to meet the costs of training undertaken by employees which was not approved by the Company.
 - (vii) Leave of absence granted pursuant to this Clause shall count as service for all purposes of this Agreement.

14. Issues Settling Procedure

14.1 General

- (a) This clause sets out the procedure to be used for the resolution of disputes between the Company and Employees in relation to this Agreement, employment related matter or the NES.
- (b) In the first instance an Employee should submit a request concerning an industrial relations issue with his/her immediate supervisor.
- (c) It is a term of this Agreement that while the dispute resolution procedure is being conducted the status quo that existed immediately prior to the events that gave rise to the dispute will remain and work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- (d) An employee may have a representative of their choice at every stage of the issues settling procedure, subject to lawful right of entry requirements.

14.2 Procedure

If the matter cannot be resolved at the Employee-Supervisor level the following procedure will be applied:

- (a) The Employee will submit the issue to the superintendent.
- (b) If not settled at that stage, the Employee, or if the Employee chooses a representative of the Employee's choice, will discuss the issue with the Project Manager.
- (c) If not settled through initiatives taken to this stage, further attempts will be made to resolve the matter by referring it to the relevant Senior Manager.
- (d) If the dispute still exists after following each of the above steps, then the matter may be referred by either of the parties to the dispute to the Fair Work Commission which shall endeavour to resolve the issue between the parties by conciliation, and/or if the matter remains unresolved, by arbitration.

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14.3 Role of Fair Work Commission

- (a) If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (b) In discharging its role and exercising its powers under this procedure, the Fair Work Commission must only arbitrate on matters relating to the employment relationship between the Company and Employees, and about the application of this Agreement or the National Employment Standards.
- (c) In discharging its role and exercising its powers under this procedure, the Fair Work Commission must not determine an outcome that is inconsistent with the Code for the Tendering and Performance of Building Work 2016 (Cth) (as amended) (Code), or any applicable guidelines.
- (d) Any dispute referred to the Fair Work Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by the President.
- (e) The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

15. Employee Representatives

- (a) The Parties agree that Employees have the right to elect, or nominate themselves, as a Union Delegate/Employee Representative.
- (b) Subject to 15(a) above a Union Delegate/Employee Representative will, after selection or election by Employee/s, notify the Company.
- (c) In the event an Employee seeks representation by a Union Delegate/Employee Representative of their choice, the Union Delegate/Employee Representative will be allowed necessary time during working hours, subject to notification to the Employee Representative's relevant supervisor, to submit to the Company matters affecting the Employee/s they represent.
- (d) The Company will not prevent a Union Delegate/Employee Representative from assisting Employee/s they represent during normal working hours, subject to prior notification to the Union Delegate/Employee Representative's relevant supervisor. The Union Delegate/Employee Representative will be able to attend agreed meetings, interview consenting Employees, attend training, and attend FWC hearings, without loss of pay.
- (e) At all other times the Union Delegate/Employee Representative will perform productive work as directed. All Parties to this Agreement acknowledge that the role of an Employee Representative will not be a full time role.

16. Posting of the Agreement

- (a) To ensure that the Parties are aware of the terms of the Agreement, and to assist in any resolution of a dispute or the avoidance thereof a copy of this Agreement shall be retained by the Company at all times for ready access by any Employee covered by this Agreement, and the Company shall provide a permanent copy for each Employee Representative/Delegate and Workplace Health and Safety representative on a project site.
- (b) A notice board will be provided at each set of crib sheds and amenities. This board will measure no less than 2m x 1 m, and will be used for the posting of information related to this Agreement, industry related Union notices, health and safety notices and matters related to amenities and services on site, provided that any material displayed complies with the law and the Code. Should the Company identify material that does not comply with the Code they will remove that material at their sole discretion.

17. Counselling and Disciplinary Procedures

- (a) The Company and Employees will consult on a regular basis to ensure there is a clear understanding of expected performance outcomes. Regular feedback should be given to Employees by supervisors regarding such expected performance outcomes.
- (b) In the event that an Employee's actual performance is less than agreed or expected standards, the issues will be raised with the Employee and the Employee will have an opportunity to respond to those issues. If the Company doesn't consider the response sufficient, the Employee will be counselled by his/her Supervisor. Where counselling does not result in performance improving to meet expected standards the following procedure will apply:
 - (i) Written warning(s)
 - (ii) Final written warning
 - (iii) Termination of employment by the Company
- (c) On each occasion / incident warranting use of the Counselling, Disciplinary and Termination Procedure the Company will undertake an investigation into the incident; this may require the participation of concerned Employees in an interview process. In the above procedures the Employee/s concerned shall be made aware of his/her entitlement to have an Employee representative or a witness present. A request for a witness or an Employee representative to be present shall not be unreasonably withheld.
- (d) Notwithstanding the above, the Company shall have the right to dismiss an Employee without notice for serious misconduct that justifies instant

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dismissal and in such cases the wages shall be paid up to the time of dismissal only. Similarly, if severity of the circumstances warrant, one or more of the steps of the procedure may be by-passed to enable adequate attention to be given to any incident.

- (e) Written warnings will only be relied on for the purpose of taking further disciplinary action for a period of 12 months and only when the conduct is of a similar nature and / or related conduct.
- (f) When issuing warnings, the Company will also inform the Employee that failure to correct their performance or conduct, may lead to further disciplinary action.

18. Living Away from Home Allowance

- (a) For the purpose of this Clause, a "distant project" is one where the location of the "on-site project work" is such that because of its distance the employee's point of hire or because of the travelling facilities available to and from the location, it is reasonably necessary for an employee to live and sleep at some place other than his/her usual place of residence.
- (b) When an Employee is required to work on a distant project, the Employer will pay the employee a meal allowance per day of \$50.00 (being, \$20.00 for breakfast and lunch, and \$30.00 for dinner). . Where the Employer does not provide accommodation for an Employee, it will also pay the Employee \$105.00 for accommodation.
- (c) This clause does not apply to employees, who at the time of their initial engagement, elect to apply for a position with the Employer that would usually entitle them to a benefit under this clause.

19. Supplementary Labour

- (a) Supplementary labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required. However, it is the intention of the company that it will utilise a direct workforce wherever practicable.
- (b) Prior to the engagement of supplementary labour, where practical the training and/or transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work is of sufficient volume to justify the training investment and retention of competence by the Employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

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- (c) During the engagement of supplementary labour, no Employee of the same occupation who is available to transfer to this work will be declared surplus.
- (d) Supplementary labour hire shall be appropriately qualified to undertake the work required.
- (e) The engagement of supplementary labour is to be used to support the existing Employees and not to reduce the workforce numbers.
- (f) The Company will consult with its employees and their representatives (if any) whenever there is a requirement to engage a significant component of labour hire. The Company will inform employees and their representatives (if any) of the need for labour hire, the intended engagement period, and provide an outline of the requirements including numbers and duration.
- (g) Nothing in this clause will prohibit the use of labour hire to meet the operational requirements of the Company and does not impose an obligation on the Company to obtain employees or their representatives agreement prior to engaging labour hire.

20. Inclement Weather

- (a) Inclement weather shall mean the existence of abnormal climatic conditions (whether they be those of hail, snow, extreme 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.
- (b) Where it is necessary an Employee shall work during periods of inclement weather to enable the rail network to remain safe whilst mobile plant works continue or Employees are restoring the rail network to normal operating conditions.
- (c) The Parties accept that works which will be completed without delay following the onset of inclement weather include emergency work, and critical shutdown activities (e.g. rail occupations, rail crossings, beam erections, traffic switches, sealing of earthworks and utility relocations).
- (d) Except as provided above, no Employee shall be required to work exposed to inclement weather conditions.

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SCHEDULE OF SIGNATURES

Signed for and on behalf of Laing O'Rourke Australia Construction Pty Limited (ACN 39 112 099 000)

Signature



Name

Pat Cashin – Director, Vic/SA/Qld Region

Address

Level 20, HWT Tower, 40 City Road, Southbank Victoria 3006

Date

11/3/18

In the presence of:

Signature



Name

Vic Roggero

Address

Level 20 HWT Tower, 40 City Rd Southbank, 3006

Date

11/3/18

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Signed for and on behalf of the Union
The Australian Rail Tram and Bus Union, by its authorised officer

Signature

Name

Address

Date

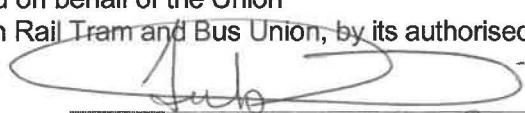
In the presence of:


Signature

Name

Address

Date


Luba Grigorovitch
L2 365 Queen St Melbourne 3000
16/2/18


Bryan Evans
L2 365 Queen St Melbourne 3000
16/2/18

Appendix A – Employee Classifications and Competencies

Maintenance Renewal Worker Worker/Relativity	Indicative tasks	
RW 1 (80%)	<ul style="list-style-type: none"> Basic labour duties Store person duties Workshop person duties Cleaning and sanitisation tasks Yard duties 	<ul style="list-style-type: none"> General site maintenance Rail safe working Follow safe procedures OH&S Undertaking training to progress to RW2
RW 2 (85%) RW1 plus 6 months continuous service	<ul style="list-style-type: none"> Materials handling F/L Licence Drive a commercial light vehicle or bus Scaffold erection (basic) Basic hand tool use Competently use Pan Pullers, Rail Saws and Sleeper, Drills, Manual Rail Jacks, Generators, Compressors Welders assistant - Thermit and Flashbutt Traffic Controller 	<ul style="list-style-type: none"> Perform civil works Understands basic Quality Control/Assurance procedures Able to recognise basic quality deviations and faults Works under routine supervision with intermittent checking either individually or in a team environment Able to competently operate the majority of the following small tools and equipment: power operated Spike Puller, Clip Applicator, Spike Driver, and Hand Tampers
RW 3 (95%)	<ul style="list-style-type: none"> Heavy Vehicle licence Heavy Bus licence Hi Rail Operator Crane Truck Operator (to 10T/M) 	<ul style="list-style-type: none"> Able to perform work beyond the skills of an RW2 Employee Takes responsibility for the quality of own work undertaken subject to general supervision Experience with the special processes of Thermit Welding

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	<p>Plant Operator to 25 Tonne</p> <p>Thermit Welding Classification Thermit/Boutet)</p> <p>Track Protection Coordinator</p> <p>Basic Rigging/Dogging</p>	<p>and Flashbutt Welding</p> <p>Holds Certificate of Competency for Non Slewing Mobile Crane greater than 3 tonnes</p> <p>Qualified as a level 3 Track Protection Coordinator</p> <p>Qualified and able to competently operate a range of railway construction and maintenance equipment including: Forklifts, Front End Loaders, Gemcos, Tie Crane, Scarifiers, Rail Lifting Jack, Rail Threader, Pettibone Crane.</p>
RW 4 (97.5%)	<p>Certificates of Competency for —</p> <p>Dogger/Crane chaser</p> <p>Mobile Crane</p> <p>Rigger</p> <p>Operate Major Plant e.g. Pony Express, Tamper or Regulator</p>	<p>Able to operate a majority of equipment specified in lower levels</p> <p>Routine maintenance and servicing work</p> <p>Holds Certificate of Competency for Slewing Mobile Cranes up to 20 tonnes.</p> <p>Able to carry out routine maintenance and servicing to equipment referred to in lower levels.</p> <p>Qualified and able to competently operate a range of railway construction and maintenance equipment including: Pony Express, Tampers, Regulators</p> <p>Must hold Certificate of Competency for Radio Coverage and Mainline Track Machine under clients' operating system.</p>
RW 5 (100%)	<p>Certificate 3 — Tradesperson</p>	<p>Trade Qualified</p> <p>Required experience to competently exercise trade skills</p> <p>Possess a thorough knowledge of railway construction and maintenance</p> <p>Possess a thorough knowledge of railway construction</p>

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		<p>and maintenance plant and competently exercise trade skills to maintain the plant</p> <p>Able to work above and beyond the skills of an employee at RW4 level of skills, competence and training</p> <p>Understands and applies quality control techniques</p> <p>Performs work under limited supervision</p>
RW 6 (110%)	<p>Leading Hand/Trainer Level 1</p> <p>Supervises a single work crew of up to 10 employees</p> <p>Required to deliver structured on-the-job training</p>	<p>Completed training in supervision and training</p> <p>Experience to supervise the work activities of a work crew of up to 10 employees</p> <p>Possess a thorough knowledge of railway construction and maintenance and possess a significant number of years experience in the industry</p>
RW 7 (120%)	<p>Leading Hand/Trainer Level 2</p> <p>Supervises more than one work crew</p> <p>Responsible for delivering training of Leading Hand/Trainer 1 Level 1</p>	<p>Completed training in supervision and training</p> <p>Experience to supervise the work activities of a more than one work crew</p> <p>Possess a comprehensive knowledge of railway construction and maintenance and possess a significant number of years experience in the industry</p>

Appendix B – Significant Construction Works

1. Scope and Application

This Appendix will apply to all construction work with a project value of greater than 2.88 million dollars. It does not apply to Maintenance and Upgrade Works or Renewal Works.

This Appendix applies in conjunction with the Common Clauses of this Agreement. Where there is an inconsistency between the terms of this Appendix and any other clause in the Common Clauses of this Agreement, the terms of this Appendix prevail, to the extent of the inconsistency.

When employees are not working within the scope of this Appendix they revert to the other relevant terms of this Agreement.

2. Project Allowance Procedure

- (a) Project Allowance will be paid for new construction works only.
- (b) A Project Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project.
- (c) Project Allowances are adjusted annually in line with CPI movements. The following rates will apply from the commencement of the agreement.
- (d) The Project Allowance shall be adjusted up or down to the nearest 5 cents, and Work Package value to the nearest \$100,000.

3. Project Allowance

Project Value (million)	Site Allowance (per hour)
\$2.88 - \$7.71	\$2.40
\$7.71 - \$18.89	\$2.60
\$18.89 - \$38.01	\$2.90
\$38.01 - \$75.91	\$3.40
\$75.91 - \$151.95	\$4.05
\$151.95 - \$227.75	\$4.15
\$227.75 - \$303.67	\$4.35
\$303.67 - \$455.62	\$4.50
For projects above \$455.62 Million, there shall be an increment in site allowance of 10 cents per additional \$100 Million or part thereof.	

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4. Wage Rates

The actual wage increases occurring during the life of this Agreement for new construction works effective from the first full pay period on or after the date are as follows, per hour:

Grade	Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
RW1	\$39.49	\$41.46	\$43.54	\$45.71	\$48.00
RW2	\$40.74	\$42.78	\$44.92	\$47.16	\$49.52
RW3	\$42.13	\$44.24	\$46.45	\$48.77	\$51.21
RW4	\$45.12	\$47.38	\$49.74	\$52.23	\$54.84
RW5	\$46.82	\$49.16	\$51.62	\$54.20	\$56.91
RW6	\$47.99	\$50.39	\$52.91	\$55.55	\$58.33
RW7	\$49.19	\$51.65	\$54.23	\$56.94	\$59.79

5. Hours of Work

5.1 Standard ordinary hours

- (a) The ordinary hours of work shall be 36 hours per week, 8 hours per day to be worked Monday to Friday between the hours of 6.00am and 6.00pm or as varied in accordance with Clause 8.1(c) or Clause 5.2.
- (b) The standard ordinary hours of work for different work areas, once established, may be varied by agreement between the Company and the majority of the directly affected Employees in the work area or, in the absence of agreement, by the giving of 7 days' notice by the Company to the Employees concerned. The Company and the Employees will consult on the standard ordinary hours of work and the Company will take into consideration an Employee's family commitments prior to implementing changes.
- (c) All work performed outside standard ordinary hours will attract the relevant penalty rates as set out in this Agreement.

5.2 Overtime and weekend work

- (a) Employees will be required to work reasonable weekend and non-weekend overtime, when requested, as determined by the Company to meet the needs of the Company's contractual requirements for completion of work on the relevant project.
- (b) All time worked outside or in excess of an Employee's ordinary hours of work (inclusive of time worked for accrual purposes as prescribed herein) shall be deemed overtime. Overtime will be paid at double the Ordinary Time Rate.
- (c) An Employee recalled to work overtime after leaving the relevant project (whether notified before or after leaving the relevant project) will be paid for a

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minimum of four hours work at the appropriate overtime time rate for each time the Employee is so recalled. Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four hours if the jobs the Employee was recalled to perform are completed within a shorter period. This subclause will not apply in cases where it is customary for an Employee to return to the relevant project to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (d) No Employee under the age of eighteen years shall be required to work overtime or shift work unless the Employee so desires.
- (e) No apprentice or trainee shall be required to work overtime or shift work at times which would prevent the Employee's attendance at a training facility, as required by any statute, agreement or regulation.
- (f) An Employee who works overtime:
 - between the end of the Employee's ordinary work day or shift, and the commencement of the Employee's ordinary work in the next day or shift where the Employee has not had at least ten consecutive hours off duty between these times; or
 - on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on the next rostered shift;

shall, subject to this subclause, be released after completion of such overtime until the Employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

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

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- For the purpose of changing shift rosters; or
 - Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - Where a shift is worked by arrangement between the Employees themselves.
- (g) Subject to this clause the Company may require any Employee to work reasonable overtime. Employees who accept an offer of overtime will be obliged to attend.

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- (h) Where an employee is engaged on shiftwork and the shift roster includes a regular overtime shift, attendance at the additional shift is considered compulsory. The Company will take into consideration an Employee's family commitments, if requested by the Employee, when an Employee is unable to attend for the overtime shift.

5.3 Cancellation of weekend overtime

- (a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Company may cancel planned weekend overtime. The Company will endeavour to notify Employees of weekend overtime cancellation by lunchtime on Friday. However the Company reserve the right, in exceptional circumstances, to notify employees of weekend overtime cancellation by no later than normal finishing time on Friday.
- (b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to perform weekend overtime. Such Employees will notify the Company before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.

5.4 Rostered Days Off (RDO's)

- (a) From the commencement of the project, 8 hours ordinary time may be worked with 0.8 hours per day accruing for a paid RDO. Employees will be entitled to 26 RDO's when they work a full calendar year.
- (b) The treatment of RDO's will be as follows:
- 7.2 hours will be deducted from the accrual for each RDO that is taken.
 - Accrued RDO's must be used before any annual leave day(s) are approved.
 - Any accrued RDO's remaining at the conclusion of the project or termination of employment will be converted to annual leave. Under no circumstances will RDO's be paid out to an Employee prior to the Employee's termination.
 - A new Employee will be eligible for an RDO after accruing 7.2 hours.
- (c) The Employer and the Employees may agree a calendar for the rostering of RDO. While the schedule of RDO's prescribed will be observed, the employer and the employee/s acknowledge that there may be occasions when a more flexible arrangement for the taking of RDO's may be appropriate. RDOs may be rescheduled by agreement between the company and its employee/s. When this is required, the company is committed to providing as much notice as is reasonably practicable of a requirement to work and will provide the employee with a minimum of three weeks' notice. Where this is followed, the time will be paid at the ordinary hourly rate and the RDO is to be rescheduled to be taken on another day. Where the company directs/requests an employee to work on a scheduled RDO without providing 3 weeks' notice, the employee will be paid double time with the RDO to be rescheduled to be taken on another day.

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- (d) For any work to take place during Christmas shut down and Easter shut down, the company will provide 4 weeks' or more notice. Where this is followed, the time will be paid at the applicable ordinary hourly rate any RDO will be rescheduled to be taken on another day. If the company fails to provide 4 weeks' notice, the employee will be paid triple time with any RDO to be rescheduled to be taken on another day.

5.5 Shift work

Where it is necessary that work be performed in shifts the following conditions shall apply. For the purpose of this clause:

- (a) Afternoon shift means a shift commencing on or after 1000am and before 6pm.
- (b) Night shift means any shift starting at or after 6:00pm and before 5.30am.
- (c) A worker who works on an afternoon or night shift shall be paid a loading of 100% for all hours worked.

6. Overtime

In addition to Common Clause regarding Overtime, the following will apply for all work done outside ordinary hours, the rates of pay will be double time.

7. Overtime meal allowance

In lieu of the overtime meal allowance referred to in the Common Clause, the allowance for Employees performing new constructions works will be as follows:

Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
27.46	\$28.83	\$30.27	\$31.79	\$33.38

8. Redundancy

In lieu of the Incolink contribution referred to in the Common Clause, the contribution for Employees performing construction works will be as prescribed by the fund.

9. Superannuation

In lieu of the rate referred to in the Common Clauses, the contribution rate is currently 9.5% of Ordinary Time Earnings provided that the minimum weekly payment shall be as set out below:

Commencement	1-Nov-18	1-Nov-19	1-Nov-20	1-Nov-21
\$203.96	\$214.16	\$224.87	\$236.11	\$247.91

10. Inclement Weather

10.1 General

- (a) The intent of the parties is for disruption to work on projects under this Agreement to be minimised during periods of inclement weather, provided it is safe and reasonable for work to continue. In any situation where inclement weather affects, or is likely to affect, the safe performance of work, the affected

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Employees and the Company shall consult on and seek the best method of completing work safely.

- (b) Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme 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.
- (c) The circumstances of each area of work and work activity will be considered on its merits. For example, it may be safe and practical for Employees driving vehicles to continue working because of the protection of their cabins, whilst Employees in the same area working outside cease work in accordance with this clause.
- (d) Should a portion of the relevant project be affected by inclement weather, all other Employees not so affected shall continue working in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather.
- (e) Should a portion of the relevant project be affected by inclement weather, Employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.
- (f) When the temperature reaches 35 degrees, outside work will cease as per clause 14.2. Employees may be required to complete critical works (e.g. rail occupations, laying of asphalt that is part completed, concrete pours, rail crossings, beam erections, traffic switches, sealing of earthworks and utility relocations etc) to a practical stage. As the temperature approaches this level the supervisor will plan the work, where practical, to avoid lengthy periods of critical work completion. All shift workers presenting at work when the temperature is at or over 35 degrees will remain on site for a minimum of two hours, holding themselves available to commence work should the temperature fall below 35 degrees. If the temperature is dropping sufficiently to indicate that work will commence more than 2 hours after the starting time Employees shall remain on site. This should be for no more than 30 minutes.

10.2 Temperature Measurement

Temperature will be measured by the nearest automatic Bureau of Meteorology Monitoring Station.

10.3 Conference requirement and procedure

The Company, shall, when requested by the Employees or a representative of the Employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

10.4 Restrictions of payments

An Employee shall not be entitled to payment for inclement weather as provided for in this clause unless the Employee remains on the job until the provisions set out in this clause have been observed.

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10.5 Transfers

- (a) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather where there is work available in the Employee's skills, competency or classification.
- (b) The Employee continues to be paid at their normal classification rate or such higher classification rate if assigned to higher duties in accordance with the rates specified in Appendix B.

10.6 Completion of work during inclement weather

- (a) In the event that inclement weather would ordinarily mean a cessation of work on an area of the Project, Employees will be required to work in inclement weather, in accordance with the provision of this Agreement, when it is safe and reasonable for work to continue.
- (b) The Parties accept that works which will be completed without delay following the onset of inclement weather include concrete pours, asphalt and crushed rock placement, emergency work, and critical shutdown activities (e.g. rail occupations, rail crossings, beam erections, traffic switches, sealing of earthworks and utility relocations).
- (c) Employees may be required to complete such work to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour. Where an employee is in receipt of an overtime penalty payment the employee shall be paid 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 shall be provided with adequate wet weather gear.
- (d) If an Employee's clothes become excessively wet as a result of working in the rain the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.

10.7 Completion of work during inclement weather

- (a) At the time Employees cease work due to inclement weather, the Company or the Company's representative on site and the Employees' representative shall agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.

10.8 Safety

Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by inclement weather, the Employee may be transferred to other work provided that they are paid in accordance with 14.5 above, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the Employee shall remain on site. The Employee shall be paid for such time in accordance with their inclement weather entitlement.

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10.9 Remaining on-site

- (a) Where, because of inclement weather, the Employees are prevented from working:
 - (i) for more than an accumulated total of four hours of ordinary time in any one day; or
 - (ii) after the meal break, as provided in Clause 10 of this Agreement, for more than an accumulated total of 50% of the normal afternoon work time; or
 - (iii) during the final two hours of the normal work day for more than an accumulated total of one hour,

the Company shall not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances,
- (b) Provided that where, by agreement between the Company and/or the Company representative and the Employees' representative the Employees remain on site beyond the periods specified above, any such additional inclement weather time shall be paid for but shall not be debited against the Employees' hours.
- (c) Provided further that inclement weather time occurring during overtime and/or weekend work shall not be taken into account for the purposes of this subclause.