



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Downer EDI Works Pty Ltd
(AG2021/8349)

DOWNER EDI WORKS PTY LTD VICTORIAN RAIL ENTERPRISE AGREEMENT 2021 - 2024

Building, metal and civil construction industries

DEPUTY PRESIDENT COLMAN

MELBOURNE, 1 DECEMBER 2021

Application for approval of the Downer EDI Works Pty Ltd Victorian Rail Enterprise Agreement 2021 - 2024

[1] Downer EDI Works Pty Ltd has made an application for approval of an enterprise agreement known as the *Downer EDI Works Pty Ltd Victorian Rail Enterprise Agreement 2021 - 2024* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

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

[3] The Australian Rail, Tram and Bus Industry Union (RTBU), 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) and based on its declaration, I note that the Agreement covers the RTBU.

[4] The Agreement was approved on 1 December 2021 and, in accordance with s 54, will operate from 8 December 2021. The nominal expiry date of the Agreement is 31 October 2024.



DEPUTY PRESIDENT

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Downer EDI Works Pty

**Victorian Rail Enterprise Agreement
2021 – 2024**

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1. Introduction

1.1 Title

This Agreement shall be called the Downer EDI Works Pty Ltd Victorian Rail Enterprise Agreement 2021 - 2024 (the **Agreement**).

1.2 Parties to this Agreement

This Agreement covers each of the following:

- a) Downer EDI Works Pty Ltd (ABN 66 0087 096 08) (the Employer or Downer or Company);
- b) The Australian Rail Tram and Bus Union (RTBU); and
- c) All persons who will be employed by Downer and will be engaged in classifications prescribed in this Agreement for work performed by the Company 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 replaces the Downer Infrastructure Rail Division Enterprise Agreement 2013 and applies to the exclusion of all awards (including the Building and Construction General On-site Award 2020 ("Award") and/or other agreements whether certified or not, which would otherwise apply to the work covered by the scope of the Agreement.
- (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.
- (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.
- (d) This Agreement applies to all of the Company's Employees who reside and perform work in Victoria, including when they perform work in other locations on a short term temporary basis and who are employed in the classifications or occupations set out in Appendix A.
- (e) Any Greenfields made by the Company and the RTBU which is approved by FWC, will cover the Company and any Employees at that project or site to the exclusion of this Agreement.

1.4 Duration of this Agreement

This Agreement shall commence operation from the 7th day after the Agreement is formally approved by Fair Work Commission and shall have a nominal expiry of 31 October 2024.

1.5 Definitions

- (a) **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.
- (b) **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.
- (c) **Extended Shift Roster** means a shift work roster in which the ordinary hours component of the rostered shifts is greater than eight (8) hours and no more than 11 hours. For the avoidance of doubt, this does not include rostered overtime, for example where the roster contains 5 x 8 hour shifts with 0.5 hours of overtime rostered per day resulting in 8.5 hour rostered shifts or similar.
- (d) **Extended Shift Worker** means an employee who is employed pursuant to a contract of employment requiring them to perform work on an Extended Shift Roster on an ongoing basis.
- (e) **Fair Work Act** means the Fair Work Act 2009 (Cth) as amended from time to time.
- (f) **FWC** means Fair Work Commission.
- (g) **NES** means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth).
- (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 WHS Act, or otherwise applicable WHS legislation.
- (l) **Shift Work** means work other than day shift work.

- (m) **Weekly Rate** the rate provided in this Agreement, plus any applicable allowance as prescribed within this Agreement, for ordinary hours.

1.6 Scope

This Agreement applies to all work carried out by Employees of the Company employed in classifications covered by this Agreement as set out in clause 1.7 of this Agreement, including ancillary and support work.

1.7 Work Site Definitions

- (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, paving, 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 resleeper in lieu of timber, concrete bearers in lieu of timber, dual gauging and associated infrastructure upgrades etc.
 - (iv) Major Upgrades – Work which involves the complete removal of technically redundant infrastructure and replacement with new technology with a value greater than \$3m.
 - (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 \$3m.
 - (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 \$3m.

- (b) When Employees are engaged on Major Upgrades, Amplifications or New Construction work with a project value greater than \$3m Appendix B will apply to the extent of any inconsistency.
- (c) The appendices to this Agreement form part of the Agreement.

1.8 Representation

An Employee of the Company may choose to nominate a representative of their choice to assist and represent them in their dealings with the Company about issues pertaining to this Agreement. The Parties agree that in dealing with any such issues regard will be had to the business needs of the Company, as well as the interests of any individual. For avoidance of doubt, an Employee may nominate as their representative a union representative, including, but not limited to a representative from the RTBU or other representative the Employee chooses

2. Objectives

2.1 Goals

- (a) The specific objectives of this Agreement are to:
 - (i) ensure that the train operations remain paramount to all work undertaken and disruptions to scheduled services avoided. The Parties recognise that work shifts must be flexible to suit the train running requirement and that

designated shutdowns and windows of opportunity to perform work on the rail corridor realised without exception;

- (ii) work in the most productive manner with particular emphasis on maintaining site housekeeping; ensuring the care of small plant, equipment and vehicles; and cooperating with fellow Employees;
 - (iii) ensure that Employees take personal responsibility for safety, participating in pre-work briefings/tool box meetings, and positively contribute to a safe work environment; and
 - (iv) ensure work quality is of a high standard and re-work is kept to an absolute minimum.
- (b) The Parties also agree on the need to:
- (i) ensure that this Agreement is operating in a manner which will promote, to the fullest extent possible, excellent client service and economy of operation;
 - (ii) constantly seek improvements in safety, quality, efficiency, housekeeping and work environment;
 - (iii) ensure that work rosters match the Company's operational requirement including the requirement to work during shutdowns designated by the Company;
 - (iv) train and develop Employees to broaden their skills, grow their potential and meet the needs of constantly changing Company preferences and technology;
 - (v) develop working relationships on the basis of co-operation, mutual trust and understanding;
 - (vi) establish and maintain open and direct communication with all Employees on matters of mutual interest and concern;
 - (vii) support and maintain agreed standards of conduct and attendance necessary to ensure a safe, responsible and efficient operation.
- (c) The Parties accept that, subject to the consultation processes being followed, every Employee will be expected to co-operate willingly to achieve the objectives of this Agreement, so that everyone performs to their full capability and potential and Company driven work programmes are achieved.

2.2 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;
- (c) the disputes settlement procedures provided herein are strictly adhered to.

3. No Extra Claims

- (a) The parties intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.
- (b) The Company, the Unions and all Employees agree that they will not for the duration of this Agreement pursue any extra claims.
- (c) 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 payment and conditions, for the duration of the Agreement.

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

- (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 being made 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 and their representatives 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 and their representatives:
 - 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
 - (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 and their representatives.
- (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 5.1.2 (a) (i), 5.1.2 (b) and 5.1.2 (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.
- (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 and their representatives 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 and their representatives 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 and their representatives.
 - (g) In this term "relevant employees " means the employees who may be affected by a change referred to in subclause 5.2.1.

6. Contract of Employment

6.1 Engagement of Employees

Employees may be employed 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 full time or part time Employee the following notice shall be given by either the Company or the Employee (excluding casuals and specified term/specified task employees):

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
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 as compensation for annual leave, personal leave, parental leave, paid community service leave, notice of termination and redundancy benefits and public holidays not worked 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) hour's 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 months is eligible to request conversion to full-time or part-time employment.
- (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) 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.
- (h) 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%.
- (i) A casual employee can request the process in this clause at any stage of their employment after completing 6 months' service.
- (j) 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).

6.6 Abandonment

- (a) If an Employee is absent from work without reasonable cause for three (3) consecutive days without the consent of the Company or without notification to the Company, the Employee may be deemed, at the discretion of the Company, to have abandoned his or her employment. Where the Company terminates employment on the basis of abandonment of employment, it will comply with the notice requirements of the NES.

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) Termination payments will be processed by the Company within 7 business days.

6.8 Certificate of Service

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

6.9 Apprentices and Trainees

- (a) Apprentices/Trainees, both new and existing Employees, shall be trained for qualification in accordance with an accredited training course prescribed and

provided by a relevant training organisation engaged by the Company for the purpose.

- (b) A suitable document describing the terms of the arrangement shall be provided to the Apprentice/Trainee.
- (c) If an Apprentice is under 18 years of age they shall not be required to work overtime unless by mutual agreement.
- (d) When an Apprentice/Trainee is required to attend a technical college or school as part of their training on a day that they are rostered off, they shall observe an alternate rostered day off as agreed with the Company.
- (e) Apprentices/Trainees shall be paid the percentages in accordance with clause 7.2 of the ordinary base rate of pay of the relevant trade classification to which the apprenticeship/Traineeship applies.
- (f) An existing Employee may be offered the opportunity of undertaking an Apprenticeship/Traineeship. An existing Employee who agrees to become an Apprentice/Trainee shall have their pre-Apprenticeship/Traineeship rate of pay maintained, in accordance with the pay increases contained this Agreement, until such time as the Apprentice/Trainee rate should equal or exceed such rate.

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:
 - (i) All expense-related allowances will be paid in accordance with this Agreement.
 - (ii) A site allowance maybe paid at the appropriate rate per hour, as prescribed in this Agreement.
 - (iii) 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.

- (iv) 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 – C10 Minimum Wage Rate
1 st year	55%
2 nd year	65%
3 rd year	80%
4 th year	90%

Adult Apprentice Rates

Year	Percentage of tradesperson – C10 Minimum Wage Rate
1 st year	60%
2 nd year	70%
3 rd year	80%
4 th year	95%

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

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:

Rail Worker - Hourly Rates

Grade	1-Nov-21	1- Nov- 22	1-Nov-23
RW1 (80%)	\$36.53	\$38.36	\$40.27
RW2 (85%)	\$38.77	\$40.71	\$42.74
RW3 (90%)	\$43.33	\$45.50	\$47.77
RW4 97.5%)	\$44.48	\$46.70	\$49.04
RW5 (100%)	\$45.62	\$47.90	\$50.30
RW6 (110%) L/H 1	\$50.16	\$52.67	\$55.30
RW7 (120%) L/H 2	\$54.72	\$57.46	\$60.33

Rail Worker - Weekly Rates

Grade	1-Nov-21	1-Nov-22	1-Nov_23
RW1 (80%)	\$1,315.08	\$1,380.83	\$1,449.87
RW2 (85%)	\$1,395.72	\$1,465.51	\$1,538.79
RW3 (90%)	\$1,559.88	\$1,637.87	\$1,719.76
RW4 (97.5%)	\$1,601.28	\$1,681.34	\$1,765.41
RW5 (100%)	\$1,642.32	\$1,724.44	\$1,810.66
RW6 (110%) L/H 1	\$1,805.76	\$1,896.05	\$1,990.85
RW7 (120%) L/H 2	\$1,969.92	\$2,068.42	\$2,171.84

7.3 Daily fares and travelling allowance (other than Distant Work)

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

	1-Nov-21	1-Nov-22	1-Nov 23
	\$42.54	\$44.67	\$46.90

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. The rates set out in the classification structure for levels RW6 and above include compensation for leading hand duties in lieu of the flat weekly allowances below effective from the first full pay period on or after the date.

Level	No. of employees supervised	1-Nov-21	1-Nov-22	1-Nov-23
1	2 – 5	\$55.18	\$57.94	\$60.84
2	6- 10	\$67.73	\$71.12	\$74.68
3	11 +	\$87.81	\$92.20	\$96.81

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 effective from the first full pay period on or after the date:

1-Nov-21	1-Nov-22	1-Nov-23
\$18.23	\$19.14	\$20.10

7.6 Payment of wages

- (a) The Company will pay wages fortnightly 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

- (a) The Company shall provide all necessary power tools, special purpose tools and precision measuring instruments.
- (b) Technicians, tradespersons, Apprentices and Trainees shall replace and maintain tools ordinarily required in the performance of their work as technicians/tradesmen/Apprentices/Trainees.
- (c) The Company shall facilitate the payment of the Government allowance as varied from time to time (currently approximately \$800), to first year apprentices

to assist with their purchase of an initial kit of tools ordinarily required in the performance of their work.

8. Hours of Work

8.1 Standard ordinary hours

- (a) The ordinary hours of work for work other than shift work shall be an average of 36 hours per week across a two, three or four week cycle, up to 10 ordinary hours per day (excluding meal breaks) to be worked Monday to Friday between the hours of 6.00am and 6.00pm (or at the Company's discretion, 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 an Extended Shiftworker shall be an average of 36 hours per week, up to 11 ordinary hours per shift exclusive of meal breaks, worked between 4pm Sunday and 7am Friday. All time worked on weekends shall incur the applicable penalty rates as set out in Clause 8.6.2(c).
- (c) The standard ordinary hours of work for different work areas and projects, once established, may be varied.
- (d) If the Company wishes to vary the standard ordinary hours of work once established for a work area or project (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/project and that agreement will not be 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) 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.
- (g) If ordinary hours fall on Saturday or Sunday for shift workers, payment will be at overtime rates.

8.2 Rostering

- (a) A roster will be provided to employees.
- (b) The Company and the Employees will consult on the establishment of a roster for new projects prior to the Company setting the roster for the project.
- (c) If the Company wishes to vary a roster once established for a work area or project, 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 having regard to the

following principles:

- 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.

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 and Finish Locations (Distant Work)

- (a) Employees required to start at a location other than their normal depot shall have their place of accommodation designated as their normal depot for the purposes of this clause;
- (b) Shift times are to commence from the place of accommodation;
- (c) Accommodation is to be sourced as close as possible to the work site. Due to some circumstances this is not always possible i.e. (isolated areas, festivals, carnivals, sporting events etc);
- (d) In the event that the closest place of accommodation exceeds the daily expenses, this accommodation is to be sourced and out of pocket expenses are to be claimed. Where this is the case the Employee must provide to the Company proof (as required by the Company) that the accommodation could not be sourced at an amount the same as or less than the daily expenses provided;
- (e) If an Employee elects to stay at cheaper accommodation than the closer but dearer option the worksite shall be deemed their normal depot

8.5 Travelling and Waiting Time – Distant Work

- (a) Any Employee who is required to commence work at a Distant Project which is at a distance of more than 4.8 kilometres from their normal depot shall be paid at the rate of single time for any additional travel time above the 4.8 kilometres, other than when required to travel during working hours.
- (b) This is only paid for the actual travel time from the Employee's principal place of residence to the new location that is greater than the usual travel time from their principal place of residence to their normal depot.

8.6 Overtime

8.6.1 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.
- (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.

8.6.2 Payment for working overtime

- (a) Subject to the implementation of clause 8.1, all time worked outside or in excess of an Employee's ordinary hours of work as rostered (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 (other than shift work), the rates of pay will be time and a half for the first two hours and double time thereafter unless specified as per clause 8.8.
- (c) Weekend Work – For all work done in excess of 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 8.6.2(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

- 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.

8.6.3 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 the previous working day.
- (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 the previous working day, with reasonable consideration given to exceptional circumstances.

8.6.4 Rules in relation to overtime

- (a) Where overtime is worked it is worked on the basis that each day stands alone.
- (b) Overtime payments shall be calculated on the employee's minimum base rate of pay at the time the overtime is worked (ie not including any additional payments such as allowances or loadings, other than casual loading as per clause 6.4)
- (c) Except as described above in relation to casual employees, under no circumstances in this Agreement shall overtime be calculated so that an employee effectively receives a 'penalty on a penalty' or a 'loading on a loading' (however described). This applies in relation to any payments where a higher rate is payable either as a shift loading or allowance, penalty rate or as overtime. Unless otherwise specifically stated, calculation of additional loadings and penalty rates and overtimes rates shall be calculated on an employee's ordinary minimum base rate of pay.

8.7 Rostered Days Off (RDO)

- (a) On all days where 7.2 ordinary hours worked, an additional 0.8 hours per day will be worked at ordinary time rates and accrue 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.
 - 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.

8.8 Shift work

8.8.1 Overview

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

For the purpose of this clause:

- (a) Early Morning Shift means any shift starting at or after 4:00am (0400 hours) and before 6:00am (0600 hours)

- (b) Afternoon Shift means any shift finishing after 6.00pm (1800 hours) and at, or before, midnight (2400 hours).
- (c) Night Shift means any shift finishing after midnight (2400 hours) and starting before 4.00am (0400 hours).
- (d) 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
- (e) Payment for Shift Work

Shift	Penalty
Early Morning Shift	15%
Afternoon shift	15%
Night shift	30%
Continuous Shift Work	30%
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)

The rates in this table in 8.8 (e) are not cumulative so as to exceed the maximum of double time.

8.8.2 Shift work - less than four consecutive shifts

The Company may require an employee other than a shift worker to change to Shift Work provided at least 24 hours' notice is given of the change. Overtime rates will be paid if the shift work does not continue for at least four afternoons or night shifts.

8.9 Extended Shift Workers

Employees who are Extended Shift Workers::

- (a) Are 'Shift Workers' for the purpose of the Agreement
- (b) Saturday / Sunday ordinary time shifts will attract a penalty rate of 100%
- (c) Shifts beginning on Sunday and ending any time on Monday will attract a penalty rate of 100% of all hours worked on that shift.

Annual Leave

- (d) Annual Leave will be taken in accordance with an Employee's ordinary/rostered hours,
- (e) An employee who is employed as an Extended Shift Worker on an ongoing basis shall accrue an additional week of annual leave per year. The entitlement to the additional week of annual leave will be applied on a pro-rata basis based on hours worked.
- (f) An Employee who takes less than their full credit of leave in single continuous period will have a deduction from their credits of the hours for which they are rostered.
- (g) Where the provisions of this clause are inconsistent with the provisions contained in other parts of the Agreement then these provisions will prevail. For the purpose of clarity these provisions will replace any other provisions contained in the Agreement, not be paid in addition to.

9. Meal Breaks, Meal Allowances, Crib Breaks

9.1 Meal breaks

A paid morning break of 15 minutes' duration must be taken. Morning break and lunch breaks must 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 wherever possible, by the staggering of breaks. Lunch breaks must 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 for a period two (2) hours or more must be allowed a crib break of twenty (20) minutes duration payable at Ordinary Time Rates.
- (b) An Employee working overtime must be allowed a crib time of twenty (20) minutes without deduction of pay at the applicable rate after each four (4) hours of overtime worked if the Employee continues work after such crib time.
- (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 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, must be allowed a paid crib time of twenty minutes after four (4) 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 must 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 two hours or more of overtime and was not advised of the requirement to work overtime the day before. The "overtime meal allowance" will be the only meal allowance paid to Employees working Monday to Friday.

9.5 Higher Classification Duties

- (a) An Employee who is requested by the Company to work at a level which attracts a higher rate of pay than his/her ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.
- (b) Where the work is for a period of four (4) hours or more, the payment at the higher grade shall be for a minimum of eight (8) hours.
- (c) No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require; provided that the Company is satisfied the Employee is competent, trained and qualified to perform the work allocated.
- (d) When an Employee has acted in a higher classified position for a period, or periods, of six (6) months or longer (in any continuous twelve (12) month period), the Employee shall receive a re-classification to the higher level position. This shall only apply where the higher position is vacant with no permanently appointed incumbent.

9.6 Salary Sacrifice - Superannuation

- (a) Employees may salary sacrifice superannuation, provided that there is no additional employment cost to the Company.
- (b) For Employees seeking individual advice, the cost of any individuals packaging advice from taxation or financial advisers, costs of any fringe benefits tax

payable and costs for setting up any individual arrangements will be borne by the Employee.

- (c) The annual salary of the Employee (prior to packaging or salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.
- (d) An Employee may enter into a salary packaging arrangement with regard to the State Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

9.7 Termination - Group of Holidays

- (a) If the Company terminates the employment of an Employee other than for reasons of misconduct or performance, it shall pay the Employee a day's ordinary base rate of pay for each holiday prescribed in this Agreement or each gazetted or proclaimed holiday which falls within ten consecutive days after the day of termination.
- (b) Where any two or more of the holidays prescribed in this Agreement occur within a seven day span, such holidays shall for the purpose of this clause be a group of holidays. If the first day of the group of holidays falls within ten consecutive days after termination, the whole group shall be deemed to fall within the ten consecutive days.
- (c) Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.

9.8 Call Out After Normal Hours

- (a) Any Employee recalled after leaving duty for the day or shift to work overtime shall be paid for a minimum of four (4) hours at the appropriate rate. Time worked by an Employee who has already left work before being recalled shall be treated as an extension to the previous hours worked by an Employee and paid accordingly.
- (b) When an Employee is requested to start their next planned or rostered shift early, this time shall be paid as overtime worked in conjunction with that shift.
- (c) Subject to clause 10.8.1 of this Agreement time worked under this clause will be paid as overtime at the appropriate rate in accordance with the applicable clause of this Agreement.
- (d) When an Employee is required to immediately report to work, the start time for overtime calculation shall commence from when they leave home. In other circumstances, the start time for overtime shall commence from when the

Employee attends work or when they were requested to attend work, whichever is the later.

- (e) In all circumstances, the finish time for overtime will be when the Employee finishes on the job or at the depot, whichever is applicable

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 (an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts (including Sundays and Public Holidays) is entitled to an additional weeks' leave.
- (g) An employee employed as an Extended shift Worker on an ongoing basis is entitled to an additional week of annual leave (36 hours)
- (h) The Company may direct an employee to take paid annual leave during all or part of a period in conjunction with the Christmas/New Year holidays, where the employer shuts down the business, part of the business, or a site where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.
- (i) If an employee has accrued more than 8 weeks' paid annual leave, the Company may direct an employee who has an excessive leave accrual to take paid annual leave, provided that the employee's remaining entitlement is no less than four

weeks. Any direction to take annual leave must give at least 8 weeks' (but no more than 12 months') notice and be in periods of no less than 1 week.

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% (or the applicable shift rate, whichever is higher) 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.

10.2 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;
 - fifteen days at the beginning of the Employee's second and each subsequent year shall commence on the anniversary of engagement.
 - A day is equivalent to 7.2 hours
- (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) 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 affecting 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.

An employee who takes personal leave will be paid at the length of their ordinary rostered shift for any given day.

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 unpaid 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

- (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 unpaid 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

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 for 7.2 hours plus .8 hours to accrue to an RDO 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

- (i) The Company will register employees with the Victorian Portable Long Service Leave Scheme for the Construction Industry (ColInvest Limited) and make such contributions as 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 be absent from work without deduction of pay on 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. Where a day outlined in this Agreement ceases to be a declared public holiday, employees will no longer receive the entitlement or a substitution day.

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.

11. WHS Representatives Training Leave

- (a) An Employee elected as a Workplace Health and Safety Representative may be granted five days paid leave to undertake training required by Work Health and Safety legislation.
- (b) The training should be undertaken at a time approved by the Company as soon as practicable after appointment, having regard to the availability of course places and work requirements.
- (c) The granting of leave applies only to the first period of election. Further training in health and safety, in such matters as specific hazard courses, safe working

practices or to provide necessary emergency services should be undertaken as appropriate and at management's discretion.

- (d) Payment is not to be made for travelling time in addition to the leave granted.
- (e) Leave to attend courses is not to be debited against any leave.
- (f) Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- (g) Where an Employee works Shift Work, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

12. Relocation

- (a) Reasonable agreed relocation costs will be paid to an Employee who is required by the Company to relocate their place of residence to a location remote from their current place of residence.
- (b) The Company will pay the cost of the relocation of reasonable property and personal effects as agreed in writing between the Employee and the Company prior to the move from their original place of residence to the new remote residence.
- (c) Rental assistance will be provided for a maximum of the first 1 month of an Employee's relocation.
- (d) If the relocated Employee leaves the Company of their own accord, within 2 years of the move, they will be required to repay to the Company the cost of the relocation.

13. Use of Private Car

- (a) Where an Employee is required by the Company to use their own vehicle for business purposes, they shall be reimbursed at the ATO rate. Any adjustment will apply on and from the first full pay period on or after the adjusted rates from the ATO take effect.

14. Not used

15. Protective clothing

15.1 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.

15.2 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.

15.3 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

16. Amenities

- (a) The Company will provide appropriate amenities including drinking and boiling water, heating and cooling, ventilation, washing and rest room facilities.
- (b) It is recognised that mechanised maintenance railway work moves quickly through geographical locations along the rail corridor and it is not feasible to provide the same standard of facilities as could be expected at a static site.
- (c) It is imperative however that there is reasonable access to toilet facilities by way of travel arrangements. In addition, hand cleaning facilities must be provided on site at all sites.
- (d) Amenities must be in compliance with the Work Health and Safety (Managing the Work Environment and Facilities) Code of Practice 2015.
- (e) Any disagreement about the adequacy of amenities shall be dealt with through the Consultative Process and/or Disputes Settlements Procedures of this Agreement.

17. Entitlements

17.1 Redundancy

- (a) An Employee, whose position is determined by the Company as being surplus to requirements, shall be offered an alternative position within the Company when that is a viable option.
- (b) Should there be no alternative position available within the Company or, where applicable, the Employee is not offered a position with an organisation taking over under a transfer of business, the following redundancy package shall be provided to the Employee on separation from the Company:

Employee Type	Redundancy Payments
Employed prior to commencement of the Agreement	4 weeks' pay plus 2.5 weeks' pay for each completed year of service capped at 41 weeks' pay
Employed after commencement of the Agreement	1.75 hours per week to be contributed to Incolink, subject to the minimum payments for each period of service set out below. Contributions made to

Incolink by the Company will be setoff against the applicable minimum payment.

Period of continuous service with an employer	Redundancy/severance pay
1 year or more but less than 2 years	2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay
3 years or more than but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

For the purpose of this clause "week's pay" means the employee's base hourly rate of pay (excluding allowances, loadings etc) multiplied by 36.

- (c) The redundancy entitlements are in addition to the notice of termination the company is required to give employees under this agreement.

17.2 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.

17.3 Income Protection Insurance

17.3.1 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. Of 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 the Company's total cost does remains the same.

17.3.2 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

17.4 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.

18. Training and Skills Development

The Company will:

- (a) Provide Employees with career opportunities through appropriate training to acquire additional skills it requires.
- (b) Employees will be offered training to enhance their knowledge and skills of existing and new technologies where such training is to the benefit of the Company. Such additional training will be provided in accordance with the overall training program and timeframe;
- (c) Employees will not lose any wages (excluding non-all purpose allowances) for attending approved training programs during normal working hours. Out of

pocket expenses including excess fares will be reimbursed to the Employee upon the Employee providing to the Company evidence as it requires.

19. Disputes Settlements Procedures

- 19.1** The objective of the Company and the Employees in this procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to the performance of work and the consequential loss of production and remuneration.
- 19.2** It is the intention of this procedure to resolve by direct consultation and negotiation between the company and the Employees any grievance, dispute, claim or problem that relates to this Agreement and the National Employment Standards.
- 19.3** The following four-stage procedure shall be adhered to in resolving matters under this clause:
- (a) Discussions shall take place between the Employee/s concerned and at his/her request, the appropriate Employee representative, and the immediate supervisor/s. The immediate supervisor will act promptly and co-operatively.
 - (b) Discussions involving the Employee/s, the Employee representative if requested, and senior management.
 - (c) Discussions involving the Employee (and any representatives if requested by the Employee) and nominated company representatives.
 - (d) Discussions involving the Employee, and/or his/her representative/s if requested by the Employee, and nominated company representatives.
- 19.4** The Company and the Employee and/or his/her representative/s if requested by the Employee may, during this process, refer the matter in dispute to an agreed independent person.
- 19.5** If any outcome is to be determined by the agreed independent person, it must not be inconsistent with the **Code for the Tendering and Performance of Building Work 2016 (Building Code)** or be inconsistent with legislative provisions.
- 19.6** The earliest possible advice should be given by one party to the other of any issue or problem that may give rise to a grievance or dispute.
- 19.7** Throughout each of the above stages of the procedures, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for the completion of the various stages of discussion. At least seven days should be allowed for all stages of the discussions to be finalised.
- 19.8** The Company and the Employees are committed to achieving negotiated settlements without work stoppages. However if the negotiation process is exhausted without the dispute being resolved, the company and the Employee shall jointly or individually refer the matter to FWC for conciliation and assistance resolving the dispute, in the event that

conciliation is not successful, by further written agreement of both the Company and the Employee, FWC may be requested to arbitrate on the matter and will be binding on the parties

19.9 The Company and the Employees agree that during the life of this Agreement the Company and the Employees are committed take no unlawful industrial action including stoppages of work, lockouts or any other bans or limitations on the performance work.

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

20. Not used

21. Not used

22. GRIEVANCE PROCEDURE ("Fair treatment")

22.1 Objective of Fair Treatment System

- (a) The objective of this system is to provide Employees with access to a system of review when there is a belief an Employee has been treated unfairly. The Company is firmly committed to ensuring that this system shall provide for an orderly, fair and speedy mechanism to resolve issues.
- (b) Issues dealt with under this system are non-industrial and of a personal nature.

22.2 Procedures for Fair Treatment

- (a) The procedure for handling issues of a non-industrial, personal nature is as follows:
- (b) In the first instance an Employee should discuss the issue with their supervisor.
- (c) If the matter remains unresolved, then they can refer the matter to their manager.
- (d) If the matter is still unresolved, or the Employee feels that they are not receiving fair treatment, then they should inform their manager and arrange to talk with

the next most Senior Manager, Project Manager or the Victorian Operations Manager.

- (e) If the Employee still feels that they are not receiving fair treatment, or if their Senior Manager has not become involved within fourteen (14) days of when the issue was raised, the matter can be referred by
- (f) either party for mediation. Both parties will participate in the mediation process in good faith. The parties will agree on a mediator considered appropriate to mediate the issue.
- (g) At any stage in the process the Employee has the right to appoint another person to act on their behalf in relation to resolving the matter. This person may be a Union or other representative.
- (h) As soon as practical (usually within 24 hours) after the Employee has initiated a step in the process, the Employee will be advised of how and when the issue will be addressed.
- (i) Where a grievance exists and whilst that grievance remains unresolved and is being addressed through this procedure, the parties to the issue which caused the grievance, such that no party is prejudiced during the process to resolve the matter.
- (j) If the matters cannot be resolved under this process, the Employee has recourse to the dispute Settlement Procedure.

23. WORKPLACE REPRESENTATION

- (a) For the purposes of this Clause a workplace representative is an Employee who has been appointed as a representative in writing by a union.
- (b) In exercising their rights, workplace representatives and unions will consider the Companies operational issues, policies and guidelines and the likely effect on the efficient operation of the Company.
- (c) The Company will permit the reasonable use of facilities by a workplace representative to communicate matters affecting Employees that the workplace representatives' union is entitled to represent. All use of facilities is subject to the Company's policies.
- (d) Each workplace representative shall be granted up to five (5) days of workplace representation leave per year, non-cumulative, to attend courses conducted by the Union or a training provider nominated by the Union, that are designed to provide skills and competencies that will assist the workplace representative

perform their functions, including contributing to the prompt resolution of disputes and or grievances in the workplace.

- (e) The granting of workplace representation leave referred to in clause 23 (d) may be refused by the Company unless the application;
 - (i) has the approval of the Union;
 - (ii) is in writing and includes the nature, content and duration of the training course to be attended;
 - (iii) is provided to the Company at least 4 weeks prior to the proposed training;
 - (iv) is relevant to the needs of the Company's business and the relevant Project; and
 - (v) does not have any adverse effects on the operational requirements of the Company.
- (f) Eligible workplace representative leave will be paid at the Employees base rate of pay.
- (g) The workplace representative will be required to satisfy the Company of attendance at the course to qualify for payment of workplace representative leave.

24. 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.

25. DISCIPLINARY PROCESS

- (a) The Company is committed to work with Employees to assist them to achieve satisfactory standards of work performance and conduct. When an Employee does not meet satisfactory standards of conduct in the areas of neglect of duty, approach to work or other misconduct, the process outlined below is to be followed, which shall include the Company providing training where appropriate. The Employee has the right to have representation or a witness present during this process. If the Company suspends an Employee while undertaking an

investigation, the Employee will be suspended and paid as per their current roster.

(b) Verbal Warning/Counselling

When the Company has concern regarding the conduct/work performance of an Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct/work performance. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may verbally warn the Employee, which shall be documented with a copy placed on the Employee's personnel file. The Employee under counselling shall be made aware of the standards of improvement in conduct/work performance that is to be made. If after 12 months from the date of verbal warning the Company determines that the Employees conduct/work performance has been satisfactory improved, the written record of the warning will be removed from the Employee's personnel file.

(c) First Written Warning

If the Employee fails to meet the agreed standards of improvement in accordance with clause 24 (b) of this Agreement, or if the Company has a second concern about the conduct/work performance of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct/performance. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the Employee with a written warning, with a copy placed on the Employee's personnel file. The Employee receiving the written warning shall be made aware of the standards of improvement in conduct/work performance that is to be made. If after 12 months from the date of written warning the Company determines that the Employees conduct/work performance has been satisfactory, the written warning will be removed from the Employee's personnel file.

(d) Final Written Warning

If the Employee fails to meet the agreed standards of improvement in accordance with clause 24 (c) of this Agreement, or if the Company has a third concern about the conduct/work performance of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct/work performance. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the Employee with a written warning, with a copy placed on the Employee's personnel file. The Employee receiving the written warning shall be made aware of the standards of improvement in conduct/work performance that is to be made. If after 12 months from the date of written

warning the Company determines that the Employees conduct/work performance has been satisfactory, the written warning will be removed from the Employee's personnel file.

(e) Dismissal

If the Employee fails to meet the agreed standards of improvement in accordance with clause 24 (b),(c) and (d) of this Agreement, or if the Company has a further concern about the conduct/work performance of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct/work performance. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may dismiss the Employee with a written notice of termination.

While in most cases each step of the procedure will be followed in sequential order, in certain cases of serious breaches of procedures or unacceptable conduct, the Company may move straight to termination of employment. Serious breaches in this context refer to breaches that for which it is not reasonable that a second breach would be tolerated and include such breaches that are likely to significantly put at risk other persons or the environment.

(f) Summary Dismissal

The Company may dismiss an Employee, without notice, for serious misconduct warranting summary dismissal. The Company shall undertake an investigation into the issues pertaining to the serious misconduct. The Employee concerned will be afforded due and proper process including right a reprehensive if they choose and opportunity to respond. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may summarily dismiss the Employee. Examples of actions by an Employee that may constitute serious misconduct, including but are not limited to serious breaches of safety, fighting, theft, sabotage, embezzlement etc.

26. Not Used

27. Downer Travel and Incidental Expenses

- (a) For the purpose of this Agreement 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 meal allowances of of \$26 for breakfast, \$26.00 for lunch and \$34.45 for dinner). Where the Employer does not provide accommodation, it will

also pay the Employee \$84.02 for accommodation. This amount will be increased each January in accordance with CPI movement (weighted average of eight capital cities index, December to December).

- (c) Where Employees are required to reside temporarily at locations where actual accommodation expenses exceed the allowance consideration will be given "out of pocket" expenses where it can be substantiated that no other reasonable, but cheaper accommodation could be found.

The Company reserves the right to provide accommodation to its Employees.

28. 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.
- (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 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, duration and qualifications.
- (f) 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.

29. 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.

30. SCHEDULE OF SIGNATURES

Signed for and on behalf of Downer Pty Ltd (ABN 11 004 282 268)



Signature

Name

Mark Mackay

Address

135 Coronation Drive, MILTON QLD 4064

Date

10-11-2021

In the presence of:



Signature

Name

Lisa Baranyi Phillips

Address

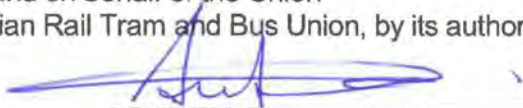
135 Coronation Drive, MILTON QLD 4064

Date

10-11-2021

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

Signature



Name

Luba Grigorovitch

Address

RTBU2/365 Queen Street, Melbourne

Date

10 November 2021.

In the presence of:

Signature



Name

Amanda Swain

Address

12/365 Queen St Melbourne

Date

10 Nov 2021

**Downer EDI Works Pty Ltd Victorian Rail Enterprise
Agreement 2021 - 2024**

Appendix A – Employee Classifications and Competencies

Maintenance Renewal Worker / Relativity	Indicative Tasks	
RW 1 (80%)	Basic labour duties Store person duties Workshop person duties Cleaning and sanitisation tasks Yard duties	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	Materials handling F/L licence Drive a commercial light vehicle or bus Scaffold erection (basic) Competently use Pan Pullers, Rail Saws and Sleeper, Drills, Manual Rail Jacks, Generators, Compressors Welders assistant – Thermit and Flashbutt Traffic Controller	Perform civil works Understands basic Quality Control/Assurance procedures Able to recognise basic quality deviations and fault 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 (90%)	Heavy Vehicle licence Heavy Bus licence Crane Truck Operator (to 10T/M) Plant Operator to 25 Tonne Hold competencies to undertake relevant rail safety work including: - Hi Rail Operator	Able to perform work beyond 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 and Flashbutt Welding Holds High Risk Work Licence and Certificate of Competency for Non Slewing Mobile Crane greater than 3 tonnes

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	<ul style="list-style-type: none"> - Thermit Welding Classification Thermit/Boutet) - Excavator operator <p>Track Protection Coordinator</p> <p>Basic Rigging/Dogging (including High Risk Work Licence)</p> <p>Track certifier if recognised in RIW</p> <p>Arc Welder</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>Certificate of Competency for -</p> <ul style="list-style-type: none"> Dogger/Crane chaser Mobile Crane Rigger Operate Major Plant e.g. Pony Express, Tamper or Regulator 	<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 client' operating system.</p>
RW 5 (100%)	<p>Certificate 3 – Tradesperson</p> <ul style="list-style-type: none"> - Boilermaker - Plant Fitter 	<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 and maintenance plant and competently exercise trade skills to maintain the plant</p>

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		<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>
	Ganger – TLI Certificate III in Rail Infrastructure	<p>In addition to performing duties of a level 4 employee, Ganger is responsible for supervision of direct and indirect workers on site including subcontractors & labour hire. Ganger is not entitled to leading hand allowance.</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>Highly experienced tamper operator</p> <p>Highly experienced plant fitter</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 Level 1</p> <p>Senior Plant Fitter (dual trade)</p>	<p>Completed training in supervision and training</p> <p>Experience to supervise the work activities of more than one work crew</p> <p>Possess a thorough knowledge of railway construction and maintenance and possess a significant number of years experience in the industry</p>

Downer EDI Works Pty Ltd Victorian Rail Enterprise
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Appendix B – Significant Construction Works

31. Scope and Application

- (a) This Appendix will apply to all Major Upgrades, Amplifications and New Construction work with a project value of greater than 3 million dollars only. It does not apply to Maintenance and Upgrade Works or Renewal Works other than in accordance with 31 (d) below.

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.

- (b) Employees performing “tramways” work as per clause 4.3(b) (x) of the Building and Construction General On-site Award 2010, where that work involves “reconstruction” of the system, as opposed to New Construction, will receive:
- (i) The wage rates set out in Appendix B, clause 34.
 - (ii) The relevant conditions as otherwise provided for in this Agreement.
- (c) For clarity, employees performing new railway stations, new rail corridors or grade separation projects will be entitled to the wages rates and conditions set out in Appendix B, clause 34.
- (d) Employees performing heavy rail works in the existing rail corridor, rail yards or rail terminals including; repairs, refurbishments, upgrades, renewals, removal and/or reconstruction of existing infrastructure and minor new works directly associated with the maintenance of infrastructure is deemed as ‘rail maintenance’ and will be entitled to the wages rates and conditions set out in Clause 7.2 of this Agreement or as otherwise provided for in this Agreement, but excluding Appendix B unless the employee is required by the Company to sign on to the site register for an active and recognised construction site that forms part of a state or federal rail project construction site.

The following work is defined as a ‘state or federal rail project construction site’ where the project has a value in excess of \$3million, is undertaken in Victoria and is funded by the Victorian or Australian Government.

- (i) **Major Upgrades** – Work which involves the complete removal of technically redundant infrastructure and replacement with new technology.
- (ii) **Amplifications** – Work which involves linear “extension” and/or grade separation of existing infrastructure on an existing railway corridor such as passing lanes, track duplication, track re-routing etc.

- (iii) **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.

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

32. 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 November in line with CPI movements (weighted average of eight capital cities index, June to June). 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.

33. Project Allowance

Project Value (million)	Site Allowance (per hour)
\$3.0 - \$7.7	\$2.30
\$7.7 - \$18.9	\$2.50
\$18.9 - \$37.9	\$2.80
\$37.9 - \$75.7	\$3.30
\$75.7 - \$151.4	\$3.95
\$151.4 - \$227.1	\$4.05
\$227.1 - \$302.7	\$4.20
\$302.7 - \$454.2	\$4.35
\$454.2 - \$634.2	\$4.45
\$634.2 - \$844.2	\$4.55
\$844.2 - \$1100.0	\$4.65
\$100.0 - \$1350.0	\$5.00
\$350.0 - \$1700.0	\$5.40

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34. Wage Rates Per Way

The actual wage increases occurring during the life of this Agreement for Major Upgrades, Amplifications and New Construction works effective from the first full pay period on or after the date are as follows, per hour:

Grade	1-Nov-21	1-Nov-22	1-Nov-23
RCW1	\$48.00	\$50.40	\$52.92
RCW2	\$49.52	\$52.00	\$54.60
RCW3	\$51.21	\$53.77	\$56.46
RCW4	\$54.84	\$57.58	\$60.46
RCW5	\$56.91	\$59.75	\$62.74
RCW6	\$58.33	\$61.25	\$64.31
RCW7	\$59.79	\$62.78	\$65.92

35. Not used

36. Hours of Work

36.1 Standard ordinary hours

- (a) The ordinary hours of work shall be an average of 36 hours per week across a two, three or four week cycle, with 7.2 ordinary hours worked each day plus .8 hours to be worked and accrued for a rostered day off, on each day Monday to Friday between the hours of 6.00am and 6.00pm or as varied in accordance with Clause 8.1(c) or Clause 36.1 (b).
- (b) The standard ordinary hours of work for different work areas, once established, may be varied by agreement between the Company and the majority of the directly affected Employees in the work area or, in the absence of agreement, by the giving of 7 days' notice by the Company to the Employees concerned. The 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 the span of ordinary hours will attract the relevant penalty rates as set out in this Agreement.

36.2 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 but not including

hours worked and accrued for an RDO) 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 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

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- 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.
- (h) Where an employee is engaged on shiftwork and the shift roster includes a regular overtime shift, attendance at the additional shift is expected. 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.

36.3 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 the previous working day.
- (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 the previous working day, with reasonable consideration given to exceptional circumstances.

36.4 Rostered Days Off (RDO's)

- (a) From the commencement of the project, 0.8 hours per day will be worked and accrued for a paid RDO.
- (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 paid out on 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.
- (d) 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.

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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.

- (e) For any work to take place during the period between Christmas Day and New Year's Day, 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.

36.5 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 any shift finishing after 6.00pm (1800 hours) and at, or before, midnight (2400 hours).
- (b) Night Shift means any shift finishing after midnight (2400 hours) and starting before 4.00am (0400 hours).
- (c) A worker who works on an afternoon or night shift shall be paid a loading of 100% for all hours worked.

37. 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.

38. 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 effective from the first full pay period on or after the date:

	1-Nov-21	1-Nov-22	1-Nov-23
	\$33.38	\$35.05	\$36.80

39. Not used

40. 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 effective from the first full pay period on or after the date:

	1-Nov-21	1-Nov-22	1-Nov-23
	\$247.91	\$260.30	\$273.32

41. Inclement Weather

- (a) Inclement weather shall mean the existence of rain and or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail. High temperature for the purposes of this clause shall be deemed to be 35°C or higher.
- (b) This clause only applies to Employees engaged on Major Upgrades, Amplifications and New Construction and will not have application to other facets of the company's activities.
- (c) During a period of inclement weather Employees may be required to complete their assigned work and for such work shall be paid at the rate of single time in addition to their rate at the time of the inclement weather calculated to the next hour, and in the case of wet weather has clearly ended the Employees shall resume work at normal rates and the time shall be similarly agreed and noted.
- (d) Where it is necessary an Employee shall work during periods of inclement weather to enable the rail network to remain safe whilst mobile plant or Employees of the company or contractors Employees are restoring the rail network to normal operating conditions.
- (e) Except as provided in clause (d) above, no Employee shall be required to work exposed to inclement weather conditions.
- (f) For the purposes of this clause an Employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.

Appendix D – Travel Passes

42. Eligibility

An Employee who transferred from PTC to Downer Rail Pty Ltd on 29 August 1999, under transmission of business and who had eligibility at the time of transmission of business is eligible to the benefits set out in this appendix.

43. Interstate Rail Pass

Employees when granted paid leave of absence may be issued an Interstate Travel Pass for self and eligible dependents, subject to certain conditions. Employees are entitled to one free Interstate Travel Pass in any annual leave year. Such entitlement, if unused, does not accumulate.

44. Employee Free Travel Authority (use within Victoria only)

First class rail pass for use by the employee, spouse and eligible dependents while the employee is on annual and/or long service leave.

45. Free Travel Voucher Restrictions

Interstate Free Travel Vouchers are not available for travel on:

- (a) Public transport services in the metropolitan area of any capital city on
- (b) Chartered or privately owned interstate services unless designated a service of the particular Rail system;
- (c) Tourist services;
- (d) Certain intersystem services as nominated from time to time.

46. Free Travel Voucher Applications

Interstate pass entitlements as set out above will apply for the duration of this Agreement.

47. Retirement Travel Benefits

Intrastate pass

An Employee, their spouse and/or eligible dependants are eligible for an intrastate pass for the period of the accrued annual leave, public holidays, RDO and long service leave due paid in lieu ("Period In Lieu") subject to certain conditions. Separate passes may be issued at the request of the employee.

Interstate Free Travel Vouchers

Employees are eligible for an interstate free travel voucher for the Employee, their spouse and/or eligible dependants for the period representing accrued annual leave, public holidays and RDO, and a separate travel pass for the period of accrued long service subject to certain conditions.

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Deferment of passes/interstate travel vouchers due to ill health

On production of a medical certificate stating that the employee is/was unable to use their intrastate pass/interstate free travel voucher due to ill health, entitlements may be deferred up to six months.

Retired Employee Travel Authority (RETA).

A Retired employee and/or eligible dependents will be entitled to a RETA and intersystem travel concession subject to certain conditions provided the employee at the time of retirement on account of age or ill health or on death, provided they have completed a combined total of 20 years' service with these organisations. The RETA has the same travel availability as an interstate pass.

Resignation

Employees who resign are NOT eligible for post-retirement travel and other concessions. However, Employees who resign after reaching the minimum retirement age are considered to have retired and may be eligible for post-retirement entitlement.

