



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

John Holland Pty Ltd T/A John Holland Pty Ltd
(AG2022/2443)

JOHN HOLLAND PTY LTD WA COMMUNICATIONS & SIGNALLING AGREEMENT 2022

Rail industry

COMMISSIONER SCHNEIDER

PERTH, 2 AUGUST 2022

Application for approval of the John Holland Pty Ltd WA Communications & Signalling Agreement 2022

[1] John Holland Pty Ltd T/A John Holland Pty Ltd has made an application for the approval of an enterprise agreement known as the *John Holland Pty Ltd WA Communications & Signalling Agreement 2022* (the Agreement). The application was made under section 185 of the Fair Work Act 2009 (Cth) (the Act). The Agreement is a single enterprise agreement.

[2] The Applicant has provided a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement.

[3] In compliance with section 190(4) of the Act, the bargaining representative's views regarding the undertaking proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of sections 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] Clause 6 of the Agreement provides that where there is any conflict with the National Employment Standards (NES) and the Agreement the NES will apply to the extent of the inconsistency.

[6] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Australian Rail, Tram and Bus Industry Union (the

Unions), being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they wish to be covered by the Agreement. In accordance with section 201(2) of the Act, and based on the declarations provided by the Unions, I note that the Unions are covered by the Agreement.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 9 August 2022. The nominal expiry date of the Agreement is 18 March 2025.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE516892 PR744449>

ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/2443

Applicant: John Holland

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Aideen Gillies, People Manager Rail have the authority given to me by John Holland Pty Ltd to give the following undertakings with respect to the John Holland Pty Ltd WA Communications & Signalling Agreement 2022 ("the Agreement"):

1. John Holland undertakes that the definition of a Continuous Shiftworker in clause 2 of the Agreement is replaced by the definition of a Shiftworker in clause 2 of the *Rail Industry Award 2020*.
2. The Agreement will be read in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26 July 2022

Date

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

JOHN HOLLAND PTY LTD WA COMMUNICATIONS & SIGNALLING AGREEMENT 2022

TABLE OF CONTENTS

1.	SCOPE AND APPLICATION OF THE AGREEMENT	4
2.	DEFINITIONS	4
3.	DATE OF OPERATION AND NOMINAL EXPIRY DATE	5
4.	OBJECTIVES OF AGREEMENT.....	5
5.	NO EXTRA CLAIMS.....	6
6.	PRECEDENCE OF NES.....	6
7.	WORKPLACE FLEXIBILITY	6
8.	INDIVIDUAL FLEXIBILITY TERM	6
9.	CONSULTATION TERM	7
10.	CONTRACT OF EMPLOYMENT	9
11.	PROBATIONARY PERIOD	10
12.	TRAINEESHIPS	11
13.	CLASSIFICATION STRUCTURES.....	11
14.	WAGE RATES.....	12
15.	HIGHER DUTIES.....	13
16.	FIRST AID ALLOWANCE	13
17.	ELECTRICAL LICENCE ALLOWANCE.....	13
18.	LEADING HAND ALLOWANCE.....	13
19.	NOMINEE ALLOWANCE	13
20.	SPECIAL ALLOWANCE	13
21.	SHIFT LOADING	13
22.	MEAL ALLOWANCES	14
23.	TRAVELLING TIME.....	14
24.	LOCATION ALLOWANCE	15
25.	PROVISION OF ACCOMMODATION AND MEALS.....	15
26.	ON CALL ALLOWANCE.....	15
27.	SUPERANNUATION	15
28.	HOURS OF WORK.....	16
29.	ROSTERING	16
30.	ROSTERED DAYS OFF	17
31.	SHIFT WORK.....	17

32.	OVERTIME	17
33.	REST PERIOD AFTER OVERTIME	18
34.	MEAL AND REST BREAKS.....	18
35.	INCLEMENT WEATHER.....	19
36.	CYCLONE PROCEDURE.....	19
37.	ANNUAL LEAVE.....	20
38.	PERSONAL/CARER'S LEAVE	21
39.	COMPASSIONATE LEAVE.....	21
40.	PARENTAL LEAVE.....	21
41.	PORTABLE LONG SERVICE LEAVE.....	21
42.	PUBLIC HOLIDAYS	22
43.	TERMINATION OF EMPLOYMENT	22
44.	REDUNDANCY & SEVERANCE	23
45.	HEALTH AND SAFETY MANAGEMENT ARRANGEMENTS	24
46.	HEALTH AND SAFETY ISSUE RESOLUTION PROCEDURE	24
47.	DISPUTES AND GRIEVANCE PROCEDURE.....	26
48.	CLOTHING & PERSONAL PROTECTIVE EQUIPMENT	27
49.	TOOLS	27
50.	UP SKILLING	28
51.	PAYMENT OF WAGES	28
52.	OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE	28
53.	INCOME PROTECTION	28
54.	SIGNATORIES	29

1. SCOPE AND APPLICATION OF THE AGREEMENT

This Agreement is made under the *Fair Work Act 2009* (Cth) and those bound by this Agreement are:

- 1.1 John Holland Pty Ltd ABN: 11 004 282 268;
- 1.2 all persons who are engaged by John Holland Pty Ltd in Western Australia for which classifications and/or rates of pay are prescribed by this Agreement;
- 1.3 The Australian Rail Tram and Bus Industry Union (ARTBIU); and
- 1.4 The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Division, Western Australia Branch.

2. DEFINITIONS

“Afternoon Shift” means a shift commencing on or after 12 midday and before 8pm.

“Agreement” means John Holland Pty Ltd WA Communications & Signalling Agreement 2022

“Apprentice” means a person defined as an Apprentice by the Vocational Education and Training Act 1996 (WA)

“Certificate” means any certificate provided by a Registered Training Organisation.

“Commencement date” means the seventh day after the Agreement has been formally approved by Fair Work Commission.

“Company” means John Holland Pty Ltd ABN: 11 004 282 268

“Continuous shiftworker” means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts, and who regularly works on Sundays and public holidays.

“Day Worker” means an Employee engaged to commence work between 5am and up to 12 midday.

“Distant Worker” means an Employee who is engaged, selected or advised by the Company to proceed to the work site to perform duties under their contract of employment and the Employee does so such that the Employee cannot return to their Usual Place of Residence.

“Employee” means any employee of the Company whose employment is covered by the terms of this Agreement.

“Full Day” means a period of time that is between 12 and 24 hours in duration

“FWC” means *Fair Work Commission*.

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

“Inclement Weather” means the existence of abnormal climatic conditions including but not limited to rain, hail, snow, cloud, high wind, storm, extreme and high temperature for

the locality concerned, or the like, or any combination thereof by virtue of which it is either not reasonably or not safe for the Employees exposed thereto to commence/continue working whilst the same prevail.

“Night Shift” means a shift starting at or after 8pm and before 5am.

“Ordinary Hours” means the ordinary hours that the Employee is required to work, being 7.6 or 7.2 hours per day, from Monday to Sunday inclusive, and which shall average 38 or 36 hours per week over a 52 week period. However, ordinary daily hours and/or shifts of longer than 7.6 hours may be worked (see Clause 8).

“Part Day / Night” means a period of time that is less than 12 hours in duration.

“Project Manager” means the person appointed by the Company as a Project Manager.

“Relevant Employee” means the Employees who may be affected by a change referred to in Clause 9.1.

“Shift Worker” means an Employee engaged on either Night Shift or Afternoon Shift for five or more continuous shifts.

“Trainee” means a person defined as a trainee by the Vocational Education and Training Act 1996 (WA)

“Usual Place of Residence” means the Employee’s place of residence at which they would usually reside.

“Wage Rate” means the Employee’s basic hourly rate of pay as set out in Clause 14 of this Agreement.

“WHS” means Workplace Health and Safety.

“Worksite” means the nominated location at which the Employee is required to commence the work day. The Worksite can include but is not limited to a nominated depot or a project site location.

3. DATE OF OPERATION AND NOMINAL EXPIRY DATE

3.1 This Agreement will operate on and from the seventh day after approval by the FWC and shall have a nominal expiry date of 18 March 2025.

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

4. OBJECTIVES OF AGREEMENT

4.1 The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

4.1.1 To establish an agreed minimum set of conditions of employment;

4.1.2 To safely, efficiently and productively complete quality works ahead of the program timeframe and on or under budget;

4.1.3 To respect and care for the environment in which the work is performed; and

4.1.4 To avoid industrial action by following at all times the agreed disputes resolution procedures, so as to develop a collaborative and dispute-free work site culture.

5. NO EXTRA CLAIMS

5.1 The Employees bound by this Agreement intend and agree that this Agreement is in settlement of all bargaining and other claims for the life of the Agreement. Employees must not, and ensure that their representatives do not, make extra claims or organise, threaten or take industrial action in support of any claims while this Agreement is in operation.

6. PRECEDENCE OF NES

6.1 This Agreement will be read in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

7. WORKPLACE FLEXIBILITY

7.1 Workplace flexibility is a condition of employment. Employees shall be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skill and competence as determined by the Company. There shall be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.

7.2 The Company may direct the Employee, and the Employee will be obliged, to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.

7.3 Employees may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.

8. INDIVIDUAL FLEXIBILITY TERM

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

8.1.1 the Agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

8.1.2 the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in Subclause 8.1.1; and

8.1.3 the arrangement is genuinely agreed to by the Company and Employee.

8.2 The Company must ensure that the terms of the individual flexibility arrangement:

8.2.1 are about permitted matters under section 172 of the FW Act; and

- 8.2.2 are not unlawful terms under section 194 of the FW Act; and
- 8.2.3 result in the Employee being better off overall at the time the agreement is made than the employee would be if no arrangement was made.
- 8.3 The Company must ensure that the individual flexibility arrangement:
 - 8.3.1 is in writing; and
 - 8.3.2 includes the name of the Company and Employee; and
 - 8.3.3 is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 8.3.4 includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 8.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Company or Employee may terminate the individual flexibility arrangement:
 - 8.5.1 by giving no more than 28 days' written notice to the other party to the arrangement; or
 - 8.5.2 if the Company and Employee agree in writing — at any time.

9. CONSULTATION TERM

- 9.1 This Clause 9 applies if the Company:
 - 9.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - 9.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 9.2 For a major change referred to in Subclause 9.1.1:
 - 9.2.1 the Company must notify the Relevant Employees of the decision to introduce the major change; and
 - 9.2.2 Clauses 9.3 to 9.9 apply.
- 9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 9.

- 9.4 If:
- 9.4.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
 - 9.4.2 the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Company must:
- 9.5.1 discuss with the Relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 9.5.2 for the purposes of the discussion-provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 9.6 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.7 The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in Subclause 9.2.1 and Clauses 9.3 and 9.5 are taken not to apply.
- 9.9 In this Clause 9, a major change is likely to have a significant effect on Employees if it results in:
- 9.9.1 the termination of the employment of Employees; or
 - 9.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 9.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.9.4 the alteration of hours of work; or
 - 9.9.5 the need to retrain Employees; or
 - 9.9.6 the need to relocate Employees to another workplace; or

9.9.7 the restructuring of jobs

Change to regular roster or ordinary hours of work

9.10 For a change referred to in Subclause 9.1.2:

9.10.1 the Company must notify the Relevant Employees of the proposed change; and

9.10.2 Clauses 9.11 to 9.15 apply.

9.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 9.

9.12 If:

9.12.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

9.12.2 the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

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

9.13.1 discuss with the Relevant Employees the introduction of the change; and

9.13.2 for the purposes of the discussion-provide to the Relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and

9.13.3 invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.14 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

9.15 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

10. CONTRACT OF EMPLOYMENT

10.1 Employees may be employed on a full-time, part-time, specified task(s) or term(s), or casual basis.

10.2 Full-time Employees

10.2.1 A Full-time Employee is an Employee engaged for a minimum average of 38 ordinary hours per week plus any reasonable additional hours as required by the Company.

10.3 **Part-time Employees**

- 10.3.1 Subject to the provisions of this Clause, Part-time Employees may be engaged on such hours and terms as are advised to the Employee. All entitlements for part-time Employees under this Agreement shall be pro-rated in accordance with their ordinary hours of work.
- 10.3.2 Prior to commencing employment, the Company and the Employee will agree the following matters in writing:
- (a) That the Employee may work Part-time;
 - (b) The Ordinary Hours and days of the week on which the Employee will work and the relevant commencing and ceasing times;
 - (c) The classification applying to the work to be performed; and
 - (d) Upon the period of Part-time employment (where relevant).

10.4 **Casual Employment**

- 10.4.1 A casual Employee is an Employee who is engaged and paid as such. Employment shall be by the hour and a casual loading of 25% shall be paid on ordinary hours. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays or other entitlements normally reserved for permanent employees
- 10.4.2 For work outside the ordinary hours of work, overtime payments for casuals shall be calculated as follows: Wage rate, then 25% loading and then the relevant overtime rate/loading.
- 10.4.3 On each occasion where a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours work, except in the case of Inclement Weather.
- 10.4.4 A casual employee who has been engaged by the Company on a regular basis for a period of six (6) months will have the right to elect to have their contract of employment converted to full-time or part-time employment where an ongoing role is available. The Company will give genuine consideration to any such request.
- 10.5 Where any above Agreement payments and/or conditions are made and/or provided to an Employee these additional payments and/or conditions shall be received by an Employee in satisfaction of any and/or all entitlements and allowances and/or conditions which might otherwise apply to the employee under this Agreement. Provided that the total payments made to the Employee and/or conditions provided to the Employee are not less than they would have received under this Agreement for those entitlements.

11. **PROBATIONARY PERIOD**

- 11.1 The Employee's employment with the Company will be subject to a six-month probationary period commencing from the date of commencement of employment.
- 11.2 Except in cases of serious misconduct, at any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee by the giving of 1 week's written notice (or in the Company's case by payment in lieu.)

12. TRAINEESHIPS

- 12.1 As part of its commitment to the long-term future of the industry, the Company may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- 12.2 A Certificate II traineeship shall be of 2 years duration and shall consist of no less than 16 modules.
- 12.3 A Certificate III traineeship shall be of 3 years duration and shall consist of no less than 24 modules.
- 12.4 Trainees shall be required to complete the full 2 or 3 years of the traineeship.
- 12.5 Trainees shall be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table. No other allowances are paid to trainees.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	70% of Relevant Wage Rate
	12 months or more and satisfactory completion of required units of competency	80% of Relevant Wage Rate
	On completion	Relevant Wage Rate
Certificate III	Less than 12 months	70% of Relevant Wage Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	80% of Relevant Wage Rate
	24 months or more and satisfactory completion of required units of competency	90% of Relevant Wage Rate
	On completion	Relevant Wage Rate

- 12.6 Where the Trainee was employed by the Company immediately prior to entering into the traineeship, the Trainee shall not suffer a reduction in pay by virtue of entering into a traineeship.
- 12.7 Trainees may undergo recognition of prior learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee shall be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL shall have the term of their traineeship reduced accordingly.

13. CLASSIFICATION STRUCTURES

- 13.1 At the start of employment and as work changes on an ongoing basis, each Employee will be appointed by the Company to a classification level based on the Employee's skills, qualifications and experience and in consideration of the substantive duties required to be carried out at that time.

- 13.2 Employees will be required to carry out such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- 13.3 The classifications mentioned are not considered to be inclusive of all classifications likely to be used. Other classifications may be included from time to time, at the discretion of the Company.

14. WAGE RATES

- 14.1 The Wage Rates for each classification are as prescribed in Clause 14.3. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with a project.
- 14.2 All increases under this Agreement will apply on and from the first full pay period after the 1 March.
- 14.3 Wage Rates for Employees are as follows:

CLASSIFICATION	2022	2023	2024
Civil Worker/Labourer L1	\$39.55	\$40.74	\$41.96
Civil Worker L2	\$44.95	\$46.30	\$47.69
Civil worker L3	\$45.95	\$47.33	\$48.75
Electrical/ Railway Installer L1	\$48.11	\$49.56	\$51.04
Electrical/ Railway Installer L2	\$53.10	\$54.69	\$56.33
Electrical/ Railway Installer L3	\$54.10	\$55.72	\$57.39
Communications Technician L2	\$46.01	\$47.40	\$48.82
Mechanical Points Installer L1	\$49.01	\$50.48	\$52.00
Mechanical Points Installer L2	\$56.40	\$58.09	\$59.84
Mechanical Points Installer L3	\$57.40	\$59.12	\$60.90
Trades Assistant L1	\$38.44	\$39.59	\$40.78
Trades Assistant L2	\$44.90	\$46.25	\$47.64
Storeperson/ logistics	\$35.65	\$36.72	\$37.82
Signal Technician L1	\$55.25	\$56.90	\$58.61
Signal Technician L2	\$60.14	\$61.95	\$63.81
Signal Technician L3	\$61.14	\$62.97	\$64.86

- 14.4 The amounts listed at Sub clause 14.3 will be adjusted from the first full pay period after 1 July each year by 3%. If the overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics is greater than 3% then that percentage will be applied to a maximum of 5%.
- 14.5 All Apprentices shall be paid in accordance with the following table:

Level	Percentage of Relevant Classification
First year of apprenticeship	55%
Second year of apprenticeship	65%
Third year of apprenticeship	75%
Fourth year of apprenticeship	90%

15. HIGHER DUTIES

15.1 An Employee engaged for more than two (2) hours, during one day on duties carrying a higher rate than the Employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise the Employee must be paid the higher rate for the time so worked.

16. FIRST AID ALLOWANCE

16.1 An Employee who holds the minimum qualifications recognised under the relevant State or Territory legislation is qualified to provide first aid and is appointed by the Company to be a first aid officer will receive an allowance of \$17.94 per week actually worked whilst the Employee maintains a current First Aid certificate.

16.2 This first aid allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

16.3 The allowance in clause 16.1 will be increased in line with wage movements.

17. ELECTRICAL LICENCE ALLOWANCE

17.1 A tradesperson who holds and in the course of employment is required to use a 'A' Grade License issued pursuant to the relevant regulation in force under the Electrical Licensing Regulations 1991 shall be paid an all-purpose hourly rate of \$1.26.

17.2 The allowance in clause 17.1 will be increased in line with wage movements.

18. LEADING HAND ALLOWANCE

18.1 The Company may appoint an Employee as a Leading Hand.

18.2 For the period that the Employee is performing the duties of a Leading Hand, the Employee will be paid an all-purpose allowance of \$1.38 per hour.

18.3 The allowance in clause 18.1 will be increased in line with wage movements.

19. NOMINEE ALLOWANCE

19.1 An 'A' grade electrical licensed tradesperson required to act as a nominee for an in house electrical contracting licence shall be paid an allowance of \$93.59 per week.

19.2 The allowance in clause 19.1 will be increased in line with wage movements.

20. SPECIAL ALLOWANCE

20.1 For the purpose of this Sub Clause only, an Employee shall be reimbursed to a maximum of \$1,259.00 for loss of clothes by fire or breaking and entering whilst securing stored at the Company's direction in a room or building on the Company's premises, job or workshop or in a lock-up.

21. SHIFT LOADING

21.1 Shift Workers will be paid the following rates for Ordinary Hours Worked:

21.1.1 Afternoon Shift – Wage Rate plus 20% of the Wage Rate

21.1.2 Night Shift – Wage Rate plus 30% of the Wage Rate

- 21.2 Shift loading shall not apply to shift work performed on a Saturday or Sunday.
- 21.3 Where an Employee works for less than five continuous shifts, they will be paid at the rate of time and a half for all Ordinary Hours in lieu of the applicable shift loading.
- 21.4 The sequence of shift work shall not be deemed broken under this Clause by reason of the fact that the works are closed on a Saturday, Sunday, RDO or Public Holiday.
- 21.5 Under no circumstances shall an Employee be entitled to shift loading pursuant to this Clause and overtime rates at the same time. For the avoidance of doubt an Employee shall only be entitled to shift loading or overtime rates but not both.

22. MEAL ALLOWANCES

- 22.1 Where an Employee is required to work more than two (2) hours overtime (not including breaks) before or after Ordinary Hours and the Employee was not notified by the Company prior to the end of the Employee's last shift of the requirement to work overtime, a meal will be provided by the Company or alternatively a meal allowance of \$16.59 shall be paid to the affected Employee.
- 22.2 The allowance listed at Sub clause 22.1 will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.
- 22.3 The decision to provide a meal or make a payment pursuant to Clause 22.1 will be at the discretion of the Company.
- 22.4 This meal allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

23. TRAVELLING TIME

- 23.1 When the worksite is within a 50km radius of the GPO and an Employee is required to travel between their Usual Place of Residence and the Worksite, travelling time and other costs incurred will not be paid.
- 23.2 When a Distant Worker is required to travel between their Usual Place of Residence and their Point of Hire, travelling time and other costs incurred will not be paid.
- 23.3 When a Distant Worker is required to travel between their Temporary Accommodation and the work site, any travel time in excess of twenty (20) minutes for each journey will be paid at the ordinary base rate of pay.
- 23.4 Where an Employee is requested by the Company, and agrees, to use their motor vehicle on work related duties they shall be reimbursed the applicable cents per kilometre rate for the work related distance travelled in accordance with the rates prescribed by the ATO.
- 23.5 When a Distant Worker is required to travel between the Temporary Accommodation and their Point of Hire, the travelling time shall be deemed as working time for the roster period in which it occurs and paid at the applicable rate. Any travel outside the roster period will be by mutual agreement and paid at the applicable overtime rate.

24. LOCATION ALLOWANCE

- 24.1 Employees working in the Pilbara region of Western Australia will be entitled to a weekly allowance of \$31.60 for each completed week of service.
- 24.2 Where the Employee is provided with accommodation by the Company, the Employee will be paid 66.66% of \$31.60 for each completed week of service.
- 24.3 The allowance is forfeited in respect of any week in which the Employee engages in any form of industrial action or is absent without official leave.
- 24.4 This allowance will continue to be paid on any form of approved leave with pay or R&R (except long service leave, income protection or workers compensation) for the period of such leave if they remain in the location of which they are employed.

25. PROVISION OF ACCOMMODATION AND MEALS

- 25.1 Temporary accommodation will be provided by the Company at no cost to the Employee.
- 25.2 Temporary accommodation provided to an Employee will be of a standard as defined by an agreed list of approved accommodation facilities.
- 25.3 Where an Employee is required by the Company to stay in the temporary accommodation, the Company may choose to supply the Employee with meals or alternatively the Employee may be provided with an allowance of \$100.96 per day (subject taxation as per the ATO guidelines). Where John Holland provides meals to an Employee or the temporary accommodation has a messing facility that provides all meals, no allowance is payable.
 - 25.3.1 The provision of meals or payment of the allowance in 25.3 is at the discretion of John Holland.
 - 25.3.2 The allowance in subclause 25.3 of this clause will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.

26. ON CALL ALLOWANCE

- 26.1 When an employee is nominated by the company to be on call to carry out work as required outside of their ordinary shift hours, they will receive an on-call allowance of \$60.00 per day including weekends and public holidays.
- 26.2 Employees are entitled to the allowances as per Sub Clause 26.1 in addition to a minimum of four (4) hours at the relevant overtime rate on each occasion that an employee is called out.
- 26.3 If an employee is called back to the original location within the four (4) hour payment period mentioned above in Sub Clause 26.1, then they will not be entitled to any extra payment until their working time exceeds the four (4) hour period.
- 26.4 Employees in receipt of the provisions mentioned in Sub Clause 26.1 must be in a fit state to carry out the full functions of their role consistent with Company policy and this agreement and be contactable and be available to return to duty.
- 26.5 The allowance in clause 26.1 will be increased in line with wage movements.

27. SUPERANNUATION

- 27.1 The Company will make superannuation contributions sufficient to avoid a charge under the Superannuation Guarantee Charge Act 1992 (Cth) into a superannuation fund nominated by the Employee. If the Employee does not nominate a superannuation fund, contributions will be made into a complying superannuation fund with a MySuper product as determined by the Company.
- 27.2 The rostering pattern determined and notified by the Company in accordance with Clause 29 of this Agreement may include a period of rostered unpaid leave as R&R. Where this occurs, the Company may, in its discretion, pay to the employee's superannuation fund an amount equivalent to the superannuation contribution that would be required in accordance with Clause 27.1 had the period of rostered unpaid leave been worked by the employee.
- 27.3 Employees may salary sacrifice into a complying superannuation fund. Any salary sacrifice must be in accordance with the Australian Taxation Office requirements and guidelines established by the Company.

28. HOURS OF WORK

- 28.1 The Ordinary Hours of work shall be 7.2 or 7.6 hours per day, between six (6) AM and six (6) PM Monday to Sunday and shall average 38 hours per week over a 26 week period.
- 28.2 The Company after consulting with affected Employees, may implement different patterns of working ordinary hours, including 9, 10 or 12 ordinary hours per day or per shift.
- 28.3 Ordinary Hours worked on weekends shall be paid as follows:
- 28.3.1 On Saturday until 12.00pm: at the rate of time and one half of the Employee's Wage Rate for the first two (2) Ordinary Hours and at double the Employee's Wage Rate for all Ordinary Hours worked thereafter;
- 28.3.2 On Saturday after 12.00pm: at double the Employee's Wage Rate for all Ordinary Hours worked;
- 28.3.3 On Sunday: at double the Employee's Wage Rate for all Ordinary Hours worked;
- 28.3.4 Provided that such Ordinary Hours worked in accordance with Clause 28.3:
- (a) shall be counted toward an Employee's average hours per four (4) week period; and
- (b) the rates in Subclauses 28.3.1, 28.3.2 and 28.3.3 apply in lieu of any applicable shift loading.
- 28.4 Start and finish locations(s) and time(s) shall be designed to support production and maximise equipment operating hours and maintenance time, to suit the needs of a project. These may be altered by the provision of 48 hours' notice to the Employee.
- 28.5 For the avoidance of doubt travel time and wash up time shall not be counted as Ordinary Hours worked for the purposes of calculating overtime.

29. ROSTERING

- 29.1 An assessment should be made as to which rostering pattern best suits the work requirements, and the proposal shall be discussed with the Employees concerned. The objective being to consult on the method of implementation. Consideration will be given in the development of rosters to manage fatigue.

29.2 Rosters may be based on a compressed cycle of working days immediately followed by a cycle of unpaid rest and recreation leave (R&R).

30. ROSTERED DAYS OFF

30.1 This Clause shall only apply if the Company, decides to implement a roster including a Rostered Day Off (**RDO**) entitlement. Should the Company decide to implement such rostering arrangements, Employees will be rostered for ordinary working hours of 7.6 or 7.2 day over five (5) days plus accrual towards an RDO. This Clause does not apply to Employees rostered under Clause 28.2.

30.2 Accrual of RDO for 38 Hour Week

30.2.1 The ordinary working hours shall be 8 hours per day, with the first 0.4 of an hour of each working day accruing as a RDO entitlement in accordance with this Clause.

30.3 Accrual of RDO for 36 Hour Week

30.3.1 The ordinary working hours shall be 8 hours per day, with the first 0.8 of an hour of each working day accruing as a RDO entitlement in accordance with this Clause.

30.4 All RDO hours shall be accrued, banked and paid at the Employee's Wage Rate and applicable all-purpose allowances.

30.5 Unless otherwise agreed with an Employee, the following will occur in respect of RDOs:

30.5.1 accrued RDO hours are to be taken by an Employee as scheduled by the Company subject to a project's requirements. Where an RDO is scheduled, the appropriate accrued RDO entitlement will be deducted from the Employee's RDO banked hours;

30.5.2 where an Employee requests to take more than 7.6 accrued RDO hours out of their RDO bank for additional time off on consecutive working days, the Employee must seek approval from the Company seven days in advance; and

30.5.3 Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination.

30.6 Where possible, subject to a project's requirements, the Company may schedule RDO accruals to be taken by an Employee/s adjacent to public holidays and weekends.

30.7 An Employee's banked RDO hours remaining as at the last full pay period in January each year will be paid out of the Employee's RDO bank to the Employee in the first full pay period on or after 1 February each year.

31. SHIFT WORK

31.1 Where the Company requires an Employee to work Shift work, the Company shall fix the shift roster and starting and finishing times for the shift as required. Shift rosters and the shifts of individual Employees may be changed, or the requirement to work shift work directed, on 48 hours' notice by the Company, or a lesser period by agreement.

32. OVERTIME

32.1 All time worked in excess of an Employee's Ordinary Hours, shall be overtime.

- 32.2 Overtime on weekdays and Saturdays shall be paid for at one and a half times the base Wage Rate for the first two hours and at double the Wage Rate for all time thereafter.
- 32.3 All Overtime after 12pm on a Saturday will be paid at double time.
- 32.4 Overtime on Sunday will attract double the Wage Rate.
- 32.5 Overtime on a Public Holiday will be paid at double time and a half.
- 32.6 All Overtime worked when an Employee is on Afternoon Shift or Night Shift will attract double the Wage Rate.
- 32.7 An Employee recalled to work overtime after leaving a project shall be paid for a minimum of four hours' work at the rate of double time.

33. REST PERIOD AFTER OVERTIME

- 33.1 An Employee who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times shall, subject to this Clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 33.2 If on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for a ten hour rest period.
- 33.3 The provisions of this Clause shall apply in the case of Shift Workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:
 - 33.3.1 for the purpose of changing shift rosters;
 - 33.3.2 where a Shift Worker does not report for duty; or
 - 33.3.3 where agreement is reached between the Shift Worker and the Company.

34. MEAL AND REST BREAKS

- 34.1 Day Workers and Shift Workers working more than five (5) Ordinary Hours each day shall be entitled to one daily:
 - 34.1.1 paid rest break of 20 minutes in duration; and
 - 34.1.2 an unpaid meal break of 30 minutes in duration.
- 34.2 Day Workers and Shift Workers who are required to work overtime Monday to Friday shall be entitled to:
 - 34.2.1 a paid meal break of 30 minutes where an Employee is required to work more than two (2) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break; and
 - 34.2.2 a further paid meal break of 30 minutes where an Employee is required to work more than five (5) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break.

- 34.3 Employees who are required to work more than five (5) hours of overtime (not including breaks) in any one day on a Saturday or Sunday where work is scheduled to continue after the break shall be entitled to:
- 34.3.1 a paid rest break of 20 minutes in duration; and
 - 34.3.2 a paid 30 minute meal break; and
 - 34.3.3 a further paid meal break of 30 minutes where an Employee is required to work more than 10 hours (not including breaks) and where work is scheduled to continue after the break; and
 - 34.3.4 a further paid meal break of 30 minutes where an Employee is required to work 13 hours (not including breaks) and where work is scheduled to continue after the break.
- 34.4 Meal and rest breaks may be staggered by the Company to meet work requirements.

35. INCLEMENT WEATHER

- 35.1 Disruption to work is to be minimised during periods of inclement weather.
- 35.2 During Inclement Weather, work will continue unless the Company's nominee in agreement with the appropriate HSR and/or employee representative determines it is not safe to do so.
- 35.3 Inclement weather does not automatically create unsafe working conditions. An Employee is to attend work, and is not to stop work or leave the Project, unless instructed otherwise by the Company's nominee because of inclement weather.
- 35.4 Workers in air conditioned cabins will continue work during periods of Inclement Weather unless the Company's nominee in agreement with the appropriate HSR and/or employee representative determines it is not safe to do so.
- 35.5 During inclement weather the Company may direct an Employee to work in a different area than usual and/or on different tasks until the inclement weather ceases.
- 35.6 All Employees shall be available to clean up and dewater relevant work areas as directed by the Company following inclement weather.

36. CYCLONE PROCEDURE

- 36.1 The following will apply when, because of a cyclone, the Company stands down Employees employed under this Agreement.
- 36.2 Each Employee who:
- 36.2.1 At the commencement of the cyclone period reports for and remains at work until otherwise directed by the Employer;
 - 36.2.2 And following the "all clear" resumes duty in accordance with the direction of the Employer;
 - 36.2.3 will be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.
 - 36.2.4 Notwithstanding the provisions of this subclause, an Employee who prior to the stand down due to a cyclone has commenced an overtime shift will

be paid what they would have been earned on that shift but for the stand down.

- 36.3 If an Employee's mobilisation to site is delayed because of cyclone conditions or associated to the cyclone conditions and the Employee remains available for mobilisation, the Employee shall be paid 7.6 hours or 7.2 hours per day at their Wage Rate, up to a maximum of 36 or 38 hours (as per the relevant hours of work in clause 28).
- 36.4 An Employee who, on any day during the cyclone stand down is required for work and is requested to do so by the Company and is not willing or available to work when so requested is not entitled to pay for that day.
- 36.5 An Employee who is required to remain at or who is called out to work during the period of time in which the operation has been stood down during a cyclone will be paid for all time worked at single time in addition to the rate they would have received other than for the cyclone.
- 36.6 After the "all clear" has been given each Employee will be notified by the Company of:
- 36.6.1 the time at which normal operations are to resume; and
 - 36.6.2 the time at which Employees are to resume work,
 - 36.6.3 and an Employee who does not present for work at the time required by the Company is in respect of that day, entitled to payment for time worked only.

37. ANNUAL LEAVE

- 37.1 Employees shall be entitled to 20 days annual leave in accordance with the FW Act.
- 37.2 Annual leave loading of 17.5% shall be paid.
- 37.3 Permanent Shift Workers (excluding casuals) shall be entitled to 25 days annual leave in accordance with the FW Act and 20% annual leave loading.
- 37.4 Employees who work a combination of fifteen (15) shifts that attract a shift penalty per calendar quarter will receive an extra 1.25 days annual leave per calendar quarter. For the purposes of this Sub Clause, once an Employee accumulates an extra five (5) days on annual leave then they are entitled to an additional 2.5% annual leave loading.
- 37.5 The Employee and the Company may agree on separate periods of annual leave of one day's duration. The Company may direct Employees to take accrued annual leave on one month's notice where the accrued entitlement is greater than 40 days in order to reduce the accrued entitlement to less than 40 days. The Company may require Employees to take annual leave for the purposes of annual shut down, or require Employees to take leave without pay for any part of the shut down for which Employees have not accrued sufficient annual leave.
- 37.6 In accordance with the FW Act, Employees may forgo part of their accrued entitlement to annual leave and receive pay in lieu of the amount of accrued annual leave forgone, subject to the Employee giving the Company a written election to forgo the amount of accrued annual leave and the Company agreeing and authorising the Employee to forgo the amount of accrued annual leave, and:

- 37.6.1 paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- 37.6.2 each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
- 37.6.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

37.7 Accrued, but untaken, annual leave is paid out on termination of employment.

38. PERSONAL/CARER'S LEAVE

- 38.1 Employees shall be entitled to personal/carer's leave in accordance with the FW Act.
- 38.2 Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family or household who is sick or injured or who has an unexpected emergency as defined by the FW Act. Payment in respect of leave under this Clause is the Employee's Wage Rate as set out in Clause 14 of this Agreement.
- 38.3 On each occasion that an Employee takes personal/carer's leave they must provide the Company with a medical certificate from a registered medical practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Company's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Company.
- 38.4 The Employee must notify the Company prior to commencing personal/carer's leave or as soon as possible, of the day on which the Employee wishes to take personal/carer's leave.
- 38.5 The Employee's paid personal/carer's leave will accrue from year to year, however the Employee is not entitled to a payment for any accrued but untaken personal/carer's leave on termination of the Employee's employment for whatever reason.

39. COMPASSIONATE LEAVE

- 39.1 Employees will be entitled to Compassionate Leave in accordance with the FW Act.

40. PARENTAL LEAVE

- 40.1 Employees will be entitled to Parental Leave in accordance with the FW Act.

41. PORTABLE LONG SERVICE LEAVE

- 41.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act provided that where employees meet the eligibility criteria for portable long service leave provisions under the relevant State or Territories Legislation then such provisions will prevail for long service leave purposes.

42. PUBLIC HOLIDAYS

- 42.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays, without deduction from the Employee's Wage Rate: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Queens Birthday and other locally gazetted half or full day public holidays.
- 42.2 Any Employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half of the Wage Rate for all time so worked.
- 42.3 It will be possible for the Company and an Employee/s to agree to substitute the nominated public holiday for another day and the prescriptions of this Clause will apply to the substituted day.

43. TERMINATION OF EMPLOYMENT

- 43.1 Employment may be terminated by an Employee or the Company by giving the following notice:

Employee's Period of Continuous Service with the Company	Actual Period of Notice Required to be Provided
Not more than 1 year	1 weeks notice
More than 1 year but not more than 3 years	2 weeks notice
More than 3 years but no more than 5 years	3 weeks notice
More than 5 years	4 weeks notice

- 43.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.
- 43.3 Termination of all casual engagements shall require eight (8) hours notice on either side of an engagement or the payment or forfeiture of eight (8) hours pay, as the case may be.
- 43.4 Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay due to the Employee for the remainder of the notice period and not require the Employee to work out the notice period.
- 43.5 If an Employee fails to give the required notice, or gives notice but leaves before the end of the notice period, they shall forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Company.
- 43.6 Notwithstanding the notice provisions of this Clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of notice for serious misconduct, in which case an Employee shall only be entitled to be paid for the time worked up to dismissal. Serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Company's policies, dishonesty, fraud, theft, breach of safety provisions, wilful damage to the Company's property, harming or threatening co-workers, breach of the Company's alcohol and drugs in the workplace policy or workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- 43.7 If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the Employee may elect to take accrued annual or long service leave for the period during which the Employee is

unable to perform the duties. If the accrued leave available to the Employee is insufficient to cover the period during which the Employee is unable to perform the duties, or the Employee does not elect to take such accrued leave, the employment will terminate through frustration in which case the Company is not required to give notice or make payment in lieu of notice or make any other payments on termination other than those, if any, required by statute.

43.8 Clauses 43.1 and 43.2 shall not apply to Employees who are engaged for a specified task(s) or period(s), or on a casual basis.

44. REDUNDANCY & SEVERANCE

44.1 Subject to this Clause, where the Company terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, the Employee is to be paid a redundancy payment in accordance with the following scale:

Employee's period of continuous service with the Company on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

44.2 The payment under Clause 44.1 is made at the Employee's base Wage Rate.

44.3 Where there is a transfer of employment as defined by the FW Act, an Employee is not entitled to be paid any amount of redundancy pay where the Company obtains other acceptable employment for the Employee.

44.4 Clause 44.1 shall not apply to Employees who are engaged for a specified task/s, on a casual basis, an Employee dismissed for serious misconduct, or an Employee (other than an Apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

44.5 Employees who are employed by the Company at the time of approval of this Agreement will be eligible to accrue a severance payment of \$84.80/week of continuous service.

44.5.1 Eligible employees will be entitled to a severance payment on termination of employment whether at the Employer or Employee's initiative except in circumstances of serious misconduct.

44.5.2 Should an Employee terminate due to redundancy and John Holland incurs a redundancy pay obligation to the Employee

under the National Employment Standards (NES), some or all of the severance benefit may be offset against John Holland's redundancy pay obligation which arises under the NES so that no double dipping occurs.

- 44.5.3 For the avoidance of doubt, the severance payment in 44.5 will not apply to any new Employees engaged by the Company after the date of approval of this Agreement.

45. HEALTH AND SAFETY MANAGEMENT ARRANGEMENTS

45.1 The Company will develop HSMA's in consultation with Employees or Employee representatives which meet the needs of a project, taking into account the particular circumstances of the Company, a particular project, and relevant health and safety issues as they relate to the workforce.

45.2 Health & Safety Committee (HSC)

45.2.1 Genuine safety issues relevant to this Clause will be within the remit of the Health & Safety Committee (**HSC**), in accordance with the relevant provisions of the *Work Health and Safety Act 2011* (Cth).

45.2.2 The Company will establish a HSC for the purposes of this Clause. The HSC shall comprise of at least a Company representative and a Employee Health and Safety Representative (**HSR**). The number of Employee representatives shall be at least equal to, or greater than, the number of Company representatives.

45.2.3 HSC members will receive appropriate training to enable them to carry out their roles on the HSC.

45.3 Safety Legislation

45.3.1 All matters involving WHS shall be dealt with in accordance with the *Work Health and Safety Act 2011* (Cth) and Clause 45 of this Agreement.

46. HEALTH AND SAFETY ISSUE RESOLUTION PROCEDURE

The process for the resolution of health and safety issues shall be reviewed and accepted by the HSC and as a minimum meet the following requirements:

46.1 Employees must raise health and safety issues with the relevant Company supervisor in the first instance. The supervisor will be familiar with the work activity and processes and be the most likely person to ensure an agreeable outcome.

46.2 Should an Employee feel that satisfactory action has not been taken on a reported health and safety issue the following procedure should be adopted:

46.2.1 the Employee notifies the relevant DWG HSR (where one is appointed) or Deputy HSR where the HSR is absent (where one is appointed);

46.2.2 the DWG HSR will consult with the supervisor and the superintendent (or the Company's designated nominee) to resolve the health and safety issue;

46.2.3 where the health and safety issue is still not satisfactorily resolved, the relevant manager or the Company's designated nominee is to be advised, who shall resolve the issue;

- 46.2.4 where the health and safety issue is still not satisfactorily resolved, the relevant manager will convene the site safety committee in an attempt to resolve the issue;
 - 46.2.5 where resolution of the health and safety issue cannot be resolved at a workplace level, the WHS issue may be referred to the HS&R manager (or the Company's designated nominee) who shall make a recommendation on the action required to resolve the WHS issue; and
 - 46.2.6 where the steps in 46.2.1 to 46.2.5 have been exhausted and the health and safety issue has not been resolved, the matter may be referred to a workplace manager or other more senior manager, or the Company's designated nominee, who shall make a final determination concerning the WHS issue, in writing, that is binding on both the Employee and the Company.
- 46.3 The content of this Clause will not preclude the obligations under the relevant legislation.
- 46.4 All matters involving occupational health and safety issues shall be dealt with in accordance with the WHS Act and associated regulations.
- 46.5 All matters relating to rail safety shall be dealt with in accordance with the provisions of the Rail Safety Act and associated regulations.
- 46.6 Direction to cease work may be given by a Company supervisor in consultation with the HSR provided:
- 46.6.1 an issue concerning health or safety arises;
 - 46.6.2 the issue concerns work which involves an immediate threat to the health or safety of any person; and
 - 46.6.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the normal issue resolution process.
- 46.7 Where a direction to cease work has been given, alternative suitable duties shall be assigned to those Employees affected. No Employee shall leave the site unless instructed to do so by the Company.
- 46.8 Where alternative suitable duties are assigned refusal to work as directed by the Company may result in disciplinary action being taken in relation to such Employee(s) and may be unlawful industrial action under the ***Building and Construction Industry (Improving Productivity) Act 2016 (Cth)*** (as amended).
- 46.9 Disciplinary action (up to and including summary dismissal) may result if the Employee:
- 46.9.1 injures or places himself, herself or others in danger of injury through a deliberate, unsafe or careless act; or
 - 46.9.2 deliberately tampers with safety equipment or devices; or
 - 46.9.3 fails to isolate equipment when isolation is required; or
 - 46.9.4 submits a false or misleading incident/injury report or workers' compensation claim; or
 - 46.9.5 does not wear required personal protective equipment in a designated area or as instructed; or
 - 46.9.6 fails to follow a safe work system, risk assessment, a safety procedure, or a direction in relation to a safe work system, risk assessment or safety procedure; or
 - 46.9.7 fails to immediately report a work-related injury, hazards in the workplace that may cause injury, illness or property damage or any health and safety incident which resulted in injury, illness or property damage; or

- 46.9.8 operates plant or equipment or performs a task that requires specialised training, authorisation or certification without a valid licence, proper qualifications or authorisation; or
- 46.9.9 bullies, discriminates, victimises, harasses, commits any act of violence, or engages in other unsafe conduct towards another person; or
- 46.9.10 otherwise acts in contravention of the Company's health and safety requirements.

47. DISPUTES AND GRIEVANCE PROCEDURE

If there is a dispute arising from a matter dealt with by this Agreement or the National Employment Standards (except s.65(5) and s.76(4) of the FW Act), it shall be dealt with in the following manner:

- 47.1.1 as soon as practicable after the dispute or claim has arisen, the Employee concerned shall notify his or her immediate supervisor, affording that supervisor the opportunity to remedy the cause of the dispute or claim. The immediate supervisor will act promptly and cooperatively;
 - 47.1.2 if no resolution for the Employee's grievance is reached within four (4) working days or a mutually agreed period on completion of Step 1, then the Employee shall seek further discussions and attempt to resolve the grievance with the Project Manager as prescribed by the Company from time to time;
 - 47.1.3 if the matter has not been resolved within two (2) working days or a mutually agreed period on completion of Step 2, the Employee's grievance may be referred to the Company's Human Resources Manager and/or the relevant Business Manager, for resolution;
 - 47.1.4 if the matter is not resolved at this stage, the matter may be referred to FWC for conciliation and/or arbitration for resolution. The decision made by FWC shall be binding to both the Company and affected Employee(s).
 - 47.1.5 the Company reserves the right to be legally represented for all matters before FWC.
- 47.2 It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:
- 47.2.1 work shall continue as normal in accordance with this Agreement;
 - 47.2.2 no industrial action shall be organised, commenced or taken by any Employee;
 - 47.2.3 nothing in this Clause shall effect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
 - 47.2.4 the affected Employee(s) and the Company must co-operate to ensure that the dispute resolution procedures are carried out as expeditiously as is reasonably possible.
- 47.3 Safety issues shall be isolated from industrial matters and any issues relating to safety shall be dealt with in accordance with Company procedure and Clause 46 of this Agreement. Any safety issue arising from a matter dealt with by this Agreement, including the application of Clause 46 of this Agreement, may be dealt with in accordance with this Clause 47.

- 47.4 Final settlement of the dispute will not be prejudiced by continuance of work under the dispute and grievance procedure in this Agreement.
- 47.5 All parties are entitled to be represented by a person of their choice at any stage of this procedure or in relation to any matters dealt with under this procedure.
- 47.6 Any decision, order or suggested resolution of grievance under this Clause shall not be inconsistent with the *Code for the Tendering and Performance of Building Work 2016* and the *Western Australia Building and Construction Industry Code of Conduct 2016* or legislative obligations.

48. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

- 48.1 The Company will provide the Employees, on commencement of employment or as otherwise specified in this Clause, with the following items of safety clothing which must be worn at all times (other than when inside a crib shed):
- 48.1.1 safety gloves;
 - 48.1.2 safety vest;
 - 48.1.3 safety footwear.
 - 48.1.4 four (4) pairs of long trousers;
 - 48.1.5 four (4) high visibility long sleeve shirts (an Employee who does not wish to be issued with long trousers will be provided with four (4) pairs of overalls instead of the trousers; and
 - 48.1.6 one (1) winter jacket for Employees employed as at 1 May (for the avoidance of doubt Employees will only be provided with one jacket during their employment with the Company).
- 48.2 At the Company's discretion the items referred to in Clause 48.1 will be replaced on a fair wear and tear basis provided they are produced to the Company for inspection.
- 48.3 At its discretion the Company shall supply safety clothing and any other protective equipment/materials as it determines relevant and the Employee shall be required to wear such clothing or equipment at all times as directed and/or as required by the Company. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this Clause may include verbal or written warnings, suspension without pay of up to one week and termination of employment.
- 48.4 Except as provided by Clause 48.1, no safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst on the Project.

49. TOOLS

- 49.1 Employees that bring their own personal tools to a project must provide a list of the tools to the Company before any tools are taken onto the project. It is the responsibility of the Employee to keep this list updated and to provide the updated list/s to the Company.
- 49.2 The Company has the right to inspect the Employee's tools at regular intervals to ensure they are sufficient to undertake the Employees duties.
- 49.3 The Company shall provide suitable secure storage for Employee's tools.

50. UP SKILLING

- 50.1 At the absolute discretion of the Company, Employees may undertake 'up skilling' training.
- 50.2 Up skilling shall not lead to a reclassification of the Employee unless and until the new skills are required by the Project and the Employee is appointed in writing by the Company to a new position/classification or is requested to temporarily undertake higher duties at which time the provisions of Clause 15 will apply.
- 50.3 The Company shall allow Employees undertaking up skilling time off without loss of ordinary pay to attend off-the-job training.

51. PAYMENT OF WAGES

- 51.1 Payment shall be by direct deposit/electronic funds transfer on a weekly basis to a maximum of two (2) separate bank account(s) nominated by the Employee.
- 51.2 When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.

52. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE

- 52.1 Upon the Company providing written notification of an overpayment to an Employee, the Employee authorises the Company to deduct from any wages or any other entitlements payable, or owing to the Employee, any overpayments made in error to the Employee by the Company. Any overpayment will be deducted over a maximum of up to twelve (12) weeks or a reasonable period of time as agreed to by both parties.

53. INCOME PROTECTION

- 53.1 The Company will provide Employees with income protection via its Company initiated income protection scheme. The benefits of such income protection will be at the sole discretion of the Company.

54. SIGNATORIES

Signed for and on behalf of the Company

Name: TRENT SMITH
Address: Level 3, 1000 ANN STREET, FERTITUDE VALLEY 4009
Title: General Manager, IR

I am authorised by the Company to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name: Aileen Cillies.

Address of witness 18/10 Telethon Ave, Perth. 6000

Dated this 12th day of July 2022

AND

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union (ARTBIU)

Name: Craig McKinlay
Address: 2/10 Nash St Perth 6000
Title: Secretary RTBU, WA

I am authorised by the Australian Rail, Tram and Bus Industry Union (WA) to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name: JOHN THEODORIEN

Address of witness 6/256 ADELAIDE TERRACE, PERTH. 6000.

Dated this 12th day of July 2022


AND

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Division, Western Australia Branch


Name: Peter Carter
Address: 3 focal Way Bassendean WA 6053
Title: State Secretary.

I am authorised by the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Division, Western Australia Branch to sign this Agreement on its behalf.

Signature:



Witness (signed):



Name:

Andy Giddens

Address of witness

3 Focal Way Bassendean WA 6053

Dated this 12 day of July 2022

APPENDIX A – CLASSIFICATIONS AND WAGE RATES

Classifications		
Classification	Level	Description
Civil Worker/ Labourer	Level 1	<ul style="list-style-type: none"> • Entry Level Groundworker/ Operator • Limited experience on Railways (less than 2 years) • WA Vehicle License – C class • WA Truck licenses - LR • Dogman • Bobcat & Loader tickets
Civil Worker	Level 2	<ul style="list-style-type: none"> • Experienced Groundworker/ Operator • Experience on Railways (minimum 2 years) • WA Vehicle License – C class • WA Truck licenses – LR, HR, HC • Dogman & Advanced rigging • Bobcat, Loader & Excavator tickets
Civil Worker	Level 3	<ul style="list-style-type: none"> • Experienced Groundworker/ Operator • Experience on Railways (5+ years) • WA Vehicle License – C class • WA Truck licenses – LR, HR, HC • Dogman & Advanced rigging • Bobcat, Loader & Excavator tickets
Electrical/ Railway Installer	Level 1	<ul style="list-style-type: none"> • Licensed Electrician – trade qualified with less than 2 years in Railways • WA Vehicle license – C class • All duties associated with the trade
Electrical/ Railway Installer	Level 2	<ul style="list-style-type: none"> • Licensed Electrician – trade qualified with minimum 2 years in Railways • Experience on Railway signalling • WA Vehicle license – C class • All duties associated with the trade
Electrical/ Railway Installer	Level 3	<ul style="list-style-type: none"> • Licensed Electrician – trade qualified with • Experience on Railway signalling (5+ years) • WA Vehicle license – C class • All duties associated with the trade
Communications Specialist	Level 2	<ul style="list-style-type: none"> • ACMA Certified. • 2+ years' experience in Fibre installs and testing, RF(VHF,UHF and Microwave), and basic networking skills. • Open Cabler- skilled L1 (Competencies S, OF, C) Structured Cabling, Optical Fibre or Coax endorsements. • WA Driver's License - C Class
Mechanical Points Installer	Level 1	<ul style="list-style-type: none"> • Mechanical – Special class with recognised national trade qualifications and who are able to work on specialised mechanical equipment (Points Machines) • WA Vehicle License – C class • All duties associated with the trade • Minimum 2 years' experience in Railway Construction

Mechanical Points Installer	Level 2	<ul style="list-style-type: none"> • Mechanical – Special class with recognised national trade qualifications and who are able to work on specialised mechanical equipment (Points Machines) • Experience on Railway installations • WA Vehicle license – C class • All duties associated with the trade • Minimum 3 years' experience in Railway Construction.
Mechanical Points Installer	Level 3	<ul style="list-style-type: none"> • Mechanical – Special class with recognised national trade qualifications and who are able to work on specialised mechanical equipment (Points Machines) • Experience on Railway installations • WA Vehicle license – C class • All duties associated with the trade • 5+ years' experience in Railway Construction.
Trades Assistant	Level 1	<ul style="list-style-type: none"> • Trades assistant, Mechanical or Electrical including the use of power and hand-held tools • Limited experience on Railway (less than 2 years) • WA Vehicle license – C class • Bobcat & Loader • All duties associated with the trade
Trades Assistant	Level 2	<ul style="list-style-type: none"> • Trades assistant, Mechanical or Electrical including the use of power and hand-held tools • Experience on Railway (minimum 2 years) • WA Vehicle license – C class • WA Truck licenses – LR • Bobcat & Loader • All duties associated with the trade
Storeperson/ Logistics Officer	Level 1	<ul style="list-style-type: none"> • Trade Assistant, Mechanical including the use of power and hand-held tools. • Limited experience on Railways (less than 2 years) • 3 years' experience in relevant industry • WA Vehicle license – C class • WA Truck licenses – HR • Telehandler, Loader & Forklift. • All duties associated with the trade
Signal Technician	Level 1	<ul style="list-style-type: none"> • Qualified Signal Technician – WA Electrical license & Cert IV in Railway Signalling with less than 2 years in the relevant industry. • Experience in Construction & Maintenance • WA Vehicle license – C class • All duties associated with the trade & WA Rail Networks

Signal Technician	Level 2	<ul style="list-style-type: none"> • Qualified Signal Technician – WA Electrical license & Cert IV in Railway Signalling with minimum 2 years in the relevant industry. • Experience in Construction & Maintenance • WA Vehicle license – C class • All duties associated with the trade & WA Rail Networks
Signal Technician	Level 3	<ul style="list-style-type: none"> • Qualified Signal Technician – WA Electrical license & Cert IV in Railway Signalling with 5+ years in the relevant industry. • Experience in Construction & Maintenance • WA Vehicle license – C class • All duties associated with the trade & WA Rail Networks

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/2443

Applicant: John Holland

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Aideen Gillies, People Manager Rail have the authority given to me by John Holland Pty Ltd to give the following undertakings with respect to the John Holland Pty Ltd WA Communications & Signalling Agreement 2022 ("the Agreement"):

1. John Holland undertakes that the definition of a Continuous Shiftworker in clause 2 of the Agreement is replaced by the definition of a Shiftworker in clause 2 of the *Rail Industry Award 2020*.
2. The Agreement will be read in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26 July 2022

Date