

[2022] FWCA 760

The attached document replaces the document previously issued with the above code on 3 March 2022.

Agreement title in paragraph [1] has been updated.

Joseph Creese
Associate to Deputy President Beaumont

4 March 2022.



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

John Holland Pty Ltd T/A John Holland Pty Ltd
(AG2022/355)

JOHN HOLLAND PTY LTD WA RAIL AGREEMENT 2022

Rail industry

DEPUTY PRESIDENT BEAUMONT

PERTH, 3 MARCH 2022

Application for approval of the John Holland Pty Ltd WA Rail 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 Rail Agreement 2022* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Applicant states that notification time for the Agreement was 15 September 2021, and that the last notice of representational rights was provided to new employees in the work group on 28 October 2021, some 43 days after the notification time. In circumstances where this sits contrary to s 173(3) of the Act and constitutes a technical error as understood by reference to s 188(2) of the Act, I am satisfied that such an error constituted a minor technical error and that the employees covered by the Agreement would not likely be disadvantaged by the error.¹

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

[4] The Australian Rail, Tram and Bus Industry Union (the **organisation**), 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 the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[5] The Agreement was approved on 3 March 2022 and, in accordance with s 54, will operate from 10 March 2022. The nominal expiry date of the Agreement is 10 March 2025.

¹ *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others* [2019] FWCFCB 318.



DEPUTY PRESIDENT

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**JOHN HOLLAND PTY LTD
WA RAIL AGREEMENT 2022**

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TITLE OF AGREEMENT

John Holland Pty Ltd WA Rail Agreement 2022.

1. PERSONS BOUND

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

1.1.1 John Holland Pty Ltd ABN: 11 004 282 268; and

1.1.2 Australian Rail, Tram & Bus Industry Union (WA Branch); and

1.1.3 All persons who are employed by John Holland Pty Ltd in Western Australia for which classifications and/or rates of pay are prescribed by this Agreement.

2. DEFINITIONS

“Afternoon Shift” is a shift where employees are rostered to start at or after twelve (12) PM but before six (6) PM.

“Agreement” means this John Holland Pty Ltd WA Rail Agreement 2022 between the persons Bound as referenced in Clause 1.

“Amplifications” means work which involves the linear “extension” of existing infrastructure on an existing railway corridor such as passing lanes and/or track duplication and/or remodeling of existing railway infrastructure.

“Apprentice” means a person defined as an apprentice under the Vocational Education, and Training Act 1996 (WA).

“ATO” means Australian Taxation Office.

“Casual” means an Employee who is engaged on an hourly basis.

“Commencement date” means the seventh (7th) day after the Agreement has been formally approved by Fair Work Commission.

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

“Day Worker” means an Employee engaged to work at or after six (6) AM but before twelve (12) PM.

“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 or Home Station.

“Early morning shifts” is a shift where employees’ ordinary hours are rostered to start at or after four (4) AM but before five (5) AM. Early morning shifts will only be worked by mutual agreement between the Company and the Employee/s concerned.

“Employee” 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.

“Employee Representative” means an Employee who is nominated by his/her fellow Employee to act as a representative for the Employee and may include a Union representative or Workplace Representative.

“Full-time Employee” means an Employee engaged for a minimum average of 38 Ordinary Hours per week plus any reasonable additional hours as required by the Company.

“FWC” means Fair Work Commission.

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

“Home Station” means the designated work location or depot which will be defined for individual Employees at the time of appointment or at time of Transfer.

“HSC” means Health and Safety Committee.

“HSR” means Health and Safety Representative.

“Immediate Family” means:

- a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- b) A child or an adult child (including an adopted child, foster child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

“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.

“Maintenance” means spot track surfacing, geometry corrections, weld/rail fault corrections including associated aluminothermic welding; destressing; ad hoc tie / transom replacement; drain clearing; vegetation clearing; fire breaks; platform adjustments, signage replacement; access road re-instatement; bituminous surface repairs; fencing repairs; cleaning; lubrication and servicing; and points and crossings component replacement and adjustment and all other associated and like work.

“New Construction” means work which involves the construction of new infrastructure on a corridor not previously used for rail infrastructure.

“NES” means National Employment Standards

“Night Shift” is a shift where employees are rostered to start at or before six (6) PM but before four (4) AM.

“Ordinary Hours” means the ordinary hours of work, being an average of 38 hours per week to be worked over a cycle of up to 28 consecutive days as prescribed by clause 27.

“Parties” means all persons bound to this Agreement as per clause 1.

“Part Time Employee” means an Employee who is engaged to work a regular pattern of hours which are less than an average of thirty eight (38) Ordinary Hours per week.

“Point of Hire” means the agreed airport or depot to which the Employee will be transported to and from for the purposes of taking R&R.

“Project” work carried out by John Holland in the provision of New Construction, Renewals/Maintenance, Amplifications and Refurbishment, including ancillary and support work.

“Rail Safety Act” means *Rail Safety National Law (WA) Act 2015*.

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

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

“R&R” means rest and recreation leave.

“RDO” means a rostered day off being a day not worked by virtue of accrued ordinary time taken off that would ordinarily be worked.

“RTBU” means the Australian Rail, Tram & Bus Industry Union (WA Branch).

“RTO” means a Registered Training Organisation.

“Shift Worker” means an Employee regularly engaged on either; Night Shift, Early Morning Shift or Afternoon Shift for five (5) or more continuous shifts.

“Temporary Accommodation” means accommodation provided by the Company for a Distant Worker.

“Temporary Assignment” means an arrangement that is for a maximum period of three (3) consecutive weeks

“Upgrades” means generally as per Refurbishment but where replacement components are of a technological and/or operational higher standard such as concrete resleeper in lieu of timber, concrete bearers in lieu of timber, gauge conversions, dual gauging and all other associated and like work.

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

“Wage Rate” means the Employee’s hourly base rate of pay as set out in Attachments A - B of this Agreement.

“WG” means a Work Group as defined in the *Work Health and Safety Act 2011 (Cth)*.

“WHS” means Workplace Health and Safety

“WHS Act” means the *Work Health and Safety Act 2011 (Cth)* and associated Regulations.

“Workplace Representative” means an Employee who has been appointed as a representative by the RTBU.

3. APPLICATION

- 3.1 This Enterprise Agreement applies to all persons who are directly engaged by the Company for work carried out by John Holland Pty Ltd in WA, in the provision of New Construction, Maintenance, Amplification, Refurbishment and Upgrades including ancillary and support work excluding the Pilbara region of WA, which classifications and/or rates of pay are prescribed by this Agreement.
- 3.2 All increases under this Agreement will apply on and from the first full pay period after the specified date in Attachments A-C.
- 3.3 All persons who are employed by the Company in WA in accordance with 3.1, but are available to work on assignments in accordance with clause 9.9.8.

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 set of conditions of employment;
 - 4.1.2 to safely complete quality Projects and contracted works within the program timeframe and on budget;
 - 4.1.3 to respect and care for the environment in work performed; and
 - 4.1.4 to avoid industrial action by following at all times the Disputes and Grievances Procedure so as to develop a dispute-free work site culture.

5. NOMINAL EXPIRY DATE

- 5.1 This Agreement will operate on and from the seventh (7) day after approval by FWC and shall have a nominal expiry date of three years from the date of approval and will remain in operation after the nominal expiry date, until replaced by another agreement or terminated in accordance with the FW Act.

6. PRECEDENCE OF NES

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. NO EXTRA CLAIMS

- 7.1 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.

8. 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 one (1) or more of the following matters:
 - (a) Parental Leave;

- (b) Jury Service Leave;
- (c) Compassionate Leave; and
- (d) Public Holidays.

8.1.2 the arrangement meets the genuine needs of the Company and the Employee in relation to one (1) or more of the matters mentioned in sub clause 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 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 eighteen (18) years of age, signed by a parent or guardian of the Employee; and

8.3.4 includes details of:

(a) the terms of the Agreement that will be varied by the arrangement; and

(b) how the arrangement will vary the effect of the terms; and

(c) 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

(d) states the day on which the arrangement commences.

8.4 The Company must give the Employee a copy of the individual flexibility arrangement within fourteen (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 twenty eight (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 clause 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 clause 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;
- 9.9.7 the restructuring of jobs; or
- 9.9.8 The requirement for Employees to work by mutual agreement on Temporary Assignments within the Pilbara Region of WA or outside the State of Western Australia.

Change to regular roster or ordinary hours of work

9.10 For a change referred to in clause 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. TYPES OF EMPLOYMENT

10.1 Employees may be employed on a Full-Time, Part-Time or Casual basis.

10.2 A Casual Employee shall receive a casual loading of 25% of the applicable ordinary base rate of pay. The casual loading is paid in lieu of annual leave, personal leave, parental leave and public holidays as contained in this Agreement. In calculating overtime payments for casuals the following should apply: base rate then 25% casual loading and then the relevant overtime rate.

10.3 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.

10.4 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-rata as they relate to Full-Time Ordinary Hours worked.

10.4.1 Before commencing part-time employment, the Company and the Employee concerned must agree upon (the arrangement):

- (a) The hours of work to be worked;
- (b) The days upon which they will be worked;
- (c) Starting and finishing times; and
- (d) The classification applying to the work to be performed (Attachment A – B).

10.4.2 The employees concerned are entitled to be paid for the hours agreed upon provided they attend for work at the agreed times. Any additional hours worked by Part-time Employees will be paid at the relevant overtime rates.

10.4.3 The terms of the arrangement may be varied by mutual consent.

11. EMPLOYEE OBLIGATIONS

11.1 The Employees shall:

11.1.1 At the commencement of employment, attend and undertake relevant Company/client induction program(s).

11.1.2 Perform such work, by agreement between the Company and the Employees, including shift and Company shutdown work, as the Company shall reasonably require in accordance with the terms and conditions outlined in this Agreement.

11.1.3 Comply with, the Company's relevant policies and procedures, as amended from time to time.

11.1.4 Comply with any project or site-specific policies and procedures of the Company or any client which may be advised to employees from time to time.

11.1.5 Support and actively co-operate in all formal and informal programs initiated by the Company to improve productivity, increase efficiency and flexibility and improve the effectiveness of operations.

- 11.1.6 Work in a safe manner at all times, including properly using all appropriate protective clothing and equipment provided by the Company.
 - 11.1.7 Follow all reasonable directions of the Company to carry out work that is within their skills and competence.
 - 11.1.8 Maintain all required qualifications for their classification.
 - 11.1.9 Wear any clothing, personal protective equipment or uniform provided by the Company.
 - 11.1.10 Participate as a team member in accordance with the organisation of work.
 - 11.1.11 Be ready to commence work at the commencement of paid working time.
 - 11.1.12 Undergo training as required.
 - 11.1.13 Undertake periodical medical examinations in accordance with the Company's reasonable requirements to determine fitness for work, to comply with the Rail Safety Act.
 - 11.1.14 Undertake drug and alcohol testing as directed (both random or with cause).
 - 11.1.15 Implement changes to work practices and methods designed to improve performance consistent with the consultation requirements of clause 9.
 - 11.1.16 Comply with the Disputes and Grievances Procedure as set out in this Agreement.
 - 11.1.17 Comply with and participate in all safety programs and/or safety management systems as in place from time to time and
 - 11.1.18 Not smoke in any vehicles, or any areas posted or designated as non-smoking areas.
- 11.2 The Employer will provide relevant information and access to the Employee Assistance Program to support employees in adhering to clause 11.1 above.

12. PROBATIONARY PERIOD

- 12.1 All Employees will be subject to a three (3) month probationary period from the date of commencement of employment.
- 12.2 In the event of unsatisfactory performance, an Employee may have their probationary period extended up to a maximum of an additional three (3) months.
- 12.3 Subject to satisfactory performance of the Employee, based on a monthly review of an Employee's performance during the probationary period, the Employees appointment will be confirmed at the conclusion of the probationary period.

13. ACTING IN HIGHER GRADE

- 13.1 An Employee appointed by the company for more than two (2) hours on any day or shift, to duties carrying a higher rate than their usual classification, shall be paid the higher rate for the entire day or shift, provided that such time is not part of on the job training under the direct supervision of another Employee.

13.2 An employee appointed by the company for two (2) hours or less on any day or shift to duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time worked.

14. WAGE RATES

14.1 The base Wage Rates for each classification are as presented in Attachments A - B. The Wage Rates and allowances (including Trades License and tool 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 the work.

14.2 Wage rates will be increased on and from the first full pay period after 1 July of each year at the rate of 2.0%.

14.2.1 Where the All Groups seasonally adjusted Consumer Price Index rate for Perth, as calculated from the annual June raw index numbers published by the Australian Bureau of Statistics is greater than 2.0%, that amount will be paid in lieu

14.3 The Company and an individual employee may agree on a project allowance to be applied when the Employee is nominated in writing to work a Temporary Assignment in the Pilbara region of WA.

14.3.1 Any such agreement will be made with the Employee prior to commencement and will be in addition to the entitlements under this Agreement.

15. COMPLETION BONUS

15.1 A bonus may be paid at the completion of a Project at the discretion and direction of the Company.

15.2 The Completion Bonus is payable when:

15.2.1 The Employee remains in the employment of the Company until the completion of a Project; or

15.2.2 The Employee, at the Company's direction, is no longer required for work on a Project; or

15.2.3 The Employee, at the Company's approval, transfers to another position or location within the Company; or

15.2.4 The Employee is terminated for any reason other than serious misconduct.

15.3 The Completion Bonus does not accrue for any week that:

15.3.1 An Employee is not ready, willing and available to work in accordance with the Company's direction; or

15.3.2 An Employee is taking any form of unpaid leave, excluding R&R.

16. TRAVELLING TIME

16.1 When an Employee is required to travel between their Usual Place of Residence and the Home Station, travelling time and other costs incurred will not be paid.

16.2 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.

- 16.3 When a Distant Worker is required to travel between their Temporary Accommodation and the Home Station, any travel time in excess of twenty (20) minutes for each journey will be paid at the ordinary base rate of pay.
- 16.4 When an Employee is required to travel from the Home Station to a work site, travelling time shall be deemed as working time and paid at the applicable rate.
- 16.5 When an Employee is required to commence work at a location other than the Home Station, any travel time in excess of twenty (20) minutes for each journey beyond the usual travel time between the Employee's Usual Place of Residence and the Home Station will be paid at the ordinary base rate of pay. Evidence shall be provided by the Employee on request.
- 16.6 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.
- 16.7 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.

17. PROVISION OF ACCOMMODATION AND MEALS

- 17.1 Temporary Accommodation will be provided by the Company at no cost to the Employee.
- 17.2 Temporary Accommodation provided to an Employee will be of a standard as defined by an agreed list of approved accommodation facilities.
- 17.3 In the event that the Temporary Accommodation is in limited supply or of an unacceptable standard, the Company may provide caravans to be used as an alternative form of Temporary Accommodation that meets the agreed standards established by the Parties.
- 17.4 Where an Employee is required by the Company to stay in the Temporary Accommodation, the Company will provide the appropriate allowance in the table below except where the Temporary Accommodation has a messing facility that provides all meals.

17.5 Travel Meal Allowances

ALLOWANCE	ELIGIBILITY		Amount
	Depart Before	Return After	
Breakfast Allowance	7.00am	8.00am	\$28.85
Lunch Allowance	11.30am	1.30pm	\$32.61
Dinner Allowance	6.00pm	7.00pm	\$56.04
Total Per Day			\$117.50

- 17.5.1 The allowance in clause 17.5 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.

17.6 Incidental Allowance

17.6.1 Where the Distant Worker is required to stay in Temporary Accommodation with a messing facility that provides all meals and they are unable to return to their Point of Hire on or before 7.00pm, the Distant Worker will be paid an incidental allowance of \$40.65 per night (taxable).

17.6.2 The allowance in clause 17.6.1 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.

17.7 Extra Ordinary Expenses

17.7.1 Notwithstanding the above provisions, out of pocket expenses incurred by the Employee at the request of the Company will be reimbursed. The Employee will provide evidence of expenses incurred i.e. valid tax receipt or tax invoice.

18. ON CALL ALLOWANCE

18.1 When an Employee is nominated by the Company to be on call to carry out work as required outside of their Ordinary Hours, then they will be entitled to the On Call Allowance as follows;

18.1.1 When an Employee is on call for a part day/night they shall be entitled to a flat payment of \$5.14 per hour.

18.1.2 The On Call Allowance is not payable for the hours an Employee is recalled to duty.

18.2 On each occasion that an Employee is recalled to duty they will be paid a minimum of four (4) hours at the relevant overtime rate.

18.3 If an employee is called back to the original location within the four (4) hour payment period mentioned above in clause 18.2, then they will not be entitled to any extra payment until their working time exceeds the four (4) hour period.

18.4 Employees in receipt of the provisions mentioned in clauses 18.1.1, must be in a fit state to carry out the full functions of their role consistent with Company policy and this Agreement, contactable and be available to return to duty.

18.5 In the event that an Employee is recalled to duty the provisions of clause 33 shall apply.

18.6 Perth Urban Area

18.6.1 To enable the Company to respond to correct of track buckles in the Perth Urban area during hot weather, an Employee may be required to work overtime until 5.30pm on those days that are designated heat affected days.

18.6.2 Notice of these days will be given before the end of the previous shift and the method of deciding whether or not notice will be given is to be via a temperature trigger. (Example: if the weather bureau forecast states that the next day's maximum temperature is expected to be 32 degrees C or higher, then an Employee can take this information as notice).

18.6.3 In the event the actual temperature on the day is less than 32 degrees C, then overtime is to be worked by mutual agreement.

18.7 The allowance in clause 18.1 will be adjusted annually in line with wage movements in the first full pay period on or after 1 July.

19. FIRST AID ALLOWANCE

19.1 An Employee who holds a current Senior First Aid Qualification (or its equivalent) may be appointed by the Company as a First Aid Officer. Such employee shall be paid a flat allowance of \$4.07 per day worked.

19.2 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.

19.3 The allowance in clause 19.1 will be adjusted annually in line with wage movements in the first full pay period on or after 1 July.

20. FORKLIFT ALLOWANCE

20.1 An Employee who holds a current Forklift Licence may be appointed by the Company to operate a Forklift. Such employee shall be paid a flat allowance of \$20.84 per week worked.

20.2 The Forklift Allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

20.3 It is the responsibility of the appointed Employee to renew and maintain the forklift license at all times.

20.4 The allowance in clause 20.1 will be adjusted annually in line with wage movements in the first full pay period on or after 1 July.

21. ASSESSOR ALLOWANCE

21.1 Employees who hold a Cert IV Training/ Assessor Certificate will receive a flat allowance of \$5.07 per hour when nominated and required to undertake workplace competency assessments for the Company.

21.2 The allowance in clause 21.1 will be adjusted annually in line with wage movements in the first full pay period on or after 1 July

22. RIGID LEVER ALLOWANCE

22.1 An Employee holding the relevant accreditation to maintain and/or install a rigid lever shall be paid a flat allowance of \$19.43 per week when required to use the accreditation.

22.2 The allowance in clause 22.1 will be adjusted annually in line with wage movements in the first full pay period on or after 1 July.

23. REGIONAL RETENTION PAYMENT

23.1 A Regional Retention Payment may be paid to Employees that return to their regionally based Usual Place of Residence each night at the discretion of the Company.

23.2 Employees in receipt of a Completion Bonus are not eligible for a Regional Retention Payment.

24. SPECIAL ALLOWANCE

24.1 For the purpose of this clause only, an Employee shall be reimbursed to a maximum of \$1,298.29 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.

24.1.1 The allowance in clause 24.1 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.

25. REDUNDANCY

25.1 The Company will follow the prescription for any redundancy as per the following table:

Period of Continuous Service	Redundancy Pay
Less than one year	Nil
1 year and less than 2 years	4 week's pay
2 years and less than 3 years	6 week's pay
3 years and less than 4 years	7 week's pay
4 years and less than 5 years	8 week's pay
5 years and less than 6 years	10 week's pay
6 years and less than 7 years	11 week's pay
7 years and less than 8 years	13 week's pay
8 years and less than 9 years	14 week's pay
Greater than 9 years	16 week's pay

25.2 Employees employed prior to the 30 June 2009 whose employment is redundant and terminated by the Company will be paid redundancy pay at the rate of two (2) weeks' pay per full year of continuous service up to 31 May 2000 and thereafter redundancy pay is calculated at 2.6 weeks' pay per full completed year of continuous service beyond 31 May 2000 to a maximum of fifty-eight (58) weeks redundancy pay.

25.3 An Employee whose employment is terminated by reason of redundancy may terminate their employment during the periods of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

25.4 If an Employee dies with a period of eligible service, which would have entitled that Employee to Redundancy pay, such a payment will be paid to the estate of the Employee.

26. SUPERANNUATION

26.1 The Company will make superannuation contributions on behalf of each Employee in accordance with the Superannuation Guarantee and Administration Act 1992 (Cth) into a complying Industry superannuation fund nominated by the Employee. If the Employee chooses not to nominate a superannuation fund, contributions will be made into a complying Industry superannuation fund such as Australian Super or CBUS.

- 26.2 The rostering pattern determined and notified by the Company in accordance with Clause 28 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 26.1 had the period of rostered unpaid leave been worked by the employee.
- 26.3 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.

27. HOURS OF WORK

- 27.1 The Ordinary Hours of work for Employees (other than Shift Workers) shall be an average of 38 hours per week to be worked over a cycle of up to 28 consecutive days. Ordinary Hours for Shift Workers are as per clause 31.
- 27.1.1 The Ordinary Hours of work prescribed in clause 27.1 shall be worked Monday to Sunday, between the hours of 6:00 AM and 6:00 PM.
- 27.1.2 The 38 hours Ordinary Hours per week shall be worked in one of the following arrangements:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 consecutive days
- 27.2 The arrangement of Ordinary Hours will be included in the rosters provided in accordance with clause 28.
- 27.3 Days or shifts may be worked as follows:
- 27.3.1 On Monday to Friday – Up to 10 Ordinary Hours per day or shift;
- 27.3.2 On Saturdays, Sundays and Public Holidays – Up to 12 Ordinary Hours per day or shift; and
- 27.3.3 Hours of work shall not be less than eight (8) hours in duration on each day on which Ordinary Hours fall.
- 27.4 An Employee working rostered Ordinary Hours on a:
- 27.4.1 Saturday up until 12pm will receive payment at time and a half of the ordinary Wage Rate for the first two (2) hours and double time for all Ordinary Hours thereafter;
- 27.4.2 Saturday after 12pm will receive payment at double their ordinary Wage Rate for all Ordinary Hours worked; and
- 27.4.3 Sunday will receive payment at double their ordinary Wage Rate for all Ordinary Hours worked,
- provided that such hours shall be counted towards an Employee's average of Ordinary Hours as set out in clause 27.1.2

27.5 Starting and finishing times may be staggered to meet the needs of the Company and the client's operational needs in accordance with the rostering provisions in clause 28 and fatigue management principles.

28. ROSTERING

28.1 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.

28.2 For planned works a minimum of fourteen days (14) days' notice of a roster will be provided to the Employees' concerned.

28.3 Where it is not possible to provide fourteen (14) days' notice for the purposes of unplanned or emergency work, forty-eight (48) hours' notice will be provided as agreed between the Company and the Employees. In the event such a concern is raised by an Employee, the Company will consider the Employee's personal circumstances including family responsibilities.

28.4 The minimum information that rosters will contain will be as follows:

- (a) start and finish times for each day;
- (b) the Ordinary Hours of work and their arrangement;
- (c) specific arrangements for the accrual and/or taking of RDOs;
- (d) arrangements for the taking of R&R;
- (e) planned overtime;
- (f) the Home Station and/ or the Point of Hire;
- (g) RDO arrangements;
- (h) pay cycle and pay day;
- (i) travel arrangements including R&R travel arrangements;
- (j) location; and
- (k) approximate duration of work.

28.5 Rosters may be based on a compressed cycle of working days immediately followed by a cycle of unpaid rest and recreation leave (R&R). Arrangements for the taking of R&R are set out in Appendix C

29. TRANSFERS

29.1 Where less than fourteen (14) days' notice is provided an Employee transferred from one (1) work location to another shall be reimbursed for reasonable expenses associated with the transfer upon presentation of relevant receipts.

30. ROSTERED DAYS OFF (RDO)

30.1 RDOs may be implemented as agreed between the Company and the Employees on the basis of the following arrangements:

- 30.1.1 No RDO accrual; or
- 30.1.2 Two (2) hours accrued per week worked.
- 30.2 Where it is agreed that RDOs will be implemented Ordinary Hours will be arranged to allow the accumulation of ordinary time towards the taking of RDOs.
 - 30.2.1 For the avoidance of doubt, RDOs will accumulate and be debited on Ordinary Hours only.
- 30.3 Where an RDO is scheduled the Employee, unless otherwise agreed by the Employee and the Company, will be required to take the day off and accrued RDO entitlement will be deducted and paid out of their RDO banked hours.
- 30.4 Where an Employee elects to take more than 7.6 accrued RDO hours out of their RDO bank on consecutive working days, the Employee must seek approval from the Company at least one (1) week in advance unless otherwise agreed.
- 30.5 Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination.
- 30.6 RDOs may be changed by agreement by the majority of employees so as to coincide with the taking of gazetted public holidays or any similar events that can affect a significant proportion of Employees.
- 30.7 Employees will have the flexibility to request the Company to:
 - 30.7.1 Use their accrued / banked RDOs for days off.
 - 30.7.2 Any accrued RDOs in excess of thirty eight (38) hours will be paid out in the last pay period before Christmas each year or earlier as requested by the Employee.
 - 30.7.3 Convert their future RDO accrual hours into an equivalent dollar figure and have that money paid into their superannuation fund as an additional contribution. Such requests must be in writing and done prospectively in December each year and be consistent with ATO guidelines.

31. SHIFT WORK

- 31.1 Employee working Early Morning Shift shall be paid a shift loading of fifteen percent (15%) of the Employee's ordinary hourly base rate of pay.
- 31.2 Employee working Afternoon Shift shall be paid a shift loading of thirty percent (30%) of the Employee's ordinary hourly base rate of pay.
- 31.3 An Employee working Night Shift shall be paid a shift loading of thirty percent (30%) of the Employee's ordinary hourly base rate of pay.
- 31.4 Shift Workers who work on any Early Morning, Afternoon or Night Shift, which does not continue for at least five successive early mornings, afternoons or nights, shall be paid at the rate of time and a half for all ordinary time occurring during such shifts. On completion of the fifth consecutive afternoon or night's work the worker shall be deemed to have been employed on Early Morning, Afternoon or Night Shift as the case may be, during the preceding four afternoons or nights, and thereafter during any subsequent consecutive afternoon or nights the worker is employed.
- 31.5 The sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on a Saturday, Sunday, RDO or on any public

holiday and/or the Employees working week has been condensed to less than five (5) working days (e.g. 4 x 10 hour rostered ordinary hour days).

- 31.6 Under no circumstances shall an Employee be entitled to shift loading pursuant to this clause and overtime rates under clause 32 at the same time. For the avoidance of doubt an Employee shall only be entitled to shift loading or overtime rates but not both.
- 31.7 Where a shift falls partly on a Sunday or a Public Holiday, should the major portion of that shift fall on the Sunday or Public Holiday, the shift shall be regarded as a Sunday or Public Holiday shift.
- 31.8 Where a shift has an even spread of hours over two days, the day on which the shift commences will be deemed to be the day on which that shift falls.
- 31.9 An Employee working rostered Ordinary Hours on a:
- 31.9.1 Saturday up until 12pm will receive payment at time and a half of the ordinary Wage Rate for the first two (2) hours and double time for all Ordinary Hours thereafter;
 - 31.9.2 Saturday after 12pm will receive payment at double their ordinary Wage Rate for all Ordinary Hours worked; and
 - 31.9.3 Sunday will receive payment at double their ordinary Wage Rate for all Ordinary Hours worked,

32. OVERTIME

- 32.1 All time worked beyond an Employee's daily Ordinary Hours, as determined by the applicable roster, shall be deemed overtime.
- 32.2 Overtime on weekdays and Saturdays shall be paid at time and a half of the ordinary Wage Rate for the first two hours and at double time 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 time.
- 32.5 An Employee who is required to work overtime on a Saturday, Sunday or Public Holiday will be paid for a minimum of four (4) hours work at the applicable overtime rate.
- 32.6 An Employee recalled to work overtime after leaving the worksite shall be paid for a minimum of four (4) hours work at the rate of double time, calculated from the time the Employee is called until the Employee commences the return journey from the appropriate work depot to his/her accommodation.
- 32.7 The Company may require an employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- 32.7.1 any risk to Employee health and safety;
 - 32.7.2 the employee's personal circumstances including family responsibilities;
 - 32.7.3 the need of the workplace or enterprise;
 - 32.7.4 the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it (e.g. Rostered overtime, particularly when the roster has been agreed in advance).

33. REST PERIOD

- 33.1 Employees are due a minimum ten (10) hour rest break between shifts.
- 33.2 If an employee works overtime that concludes within ten (10) hours of a rostered shift, then they shall be given a ten (10) hour break without loss of pay.
- 33.3 If agreed by both the Company and the Employee, the Employee resumes or continues work without having had ten (10) consecutive hours off duty, then from the start of their next ordinary shift hours, the Employee shall be paid double time until he or she is released from duty for a ten (10) hour rest period.

34. MEAL AND REST BREAKS

- 34.1 There shall be one (1) rest break of fifteen (15) minutes duration without deduction of pay after the first two (2) hours of Ordinary Hours. Such breaks shall be taken at a mutually convenient time and may be staggered in the section or sections of the workforce involved.
- 34.2 For Employees there shall be a cessation of work of not less than thirty (30) minutes duration at approximately five (5) hours after the commencement of each day's Ordinary Hours to take an unpaid meal break.
- 34.3 For Shift Workers there shall be a cessation of work of thirty (30) minutes duration after the first four (4) hours of work to allow Shift Workers to take a meal break. The meal break taken in accordance with this clause shall be counted as time worked when engaged on shift work.
- 34.4 Where Employees are required by the Company to defer a meal break, shall for the duration of such deferment which is in excess of one (1) hour, be paid at Overtime rates until such time as meal break is taken.
- 34.5 Where an Employee is to work for more than one and a half hours overtime on any day following completion of Ordinary Hours, before doing so the Employee shall be allowed a rest break of twenty (20) minutes which shall be paid at ordinary rates, provided that the Company and the Employee may agree to vary these provisions to meet work circumstances by paying each Employee concerned an additional twenty (20) minutes at the relevant overtime rate in lieu of the rest break.
- 34.6 Employees required to work more than four (4) hours of overtime after working ordinary hours shall be entitled to a twenty (20) minute break without loss of pay.
- 34.7 An Employee who is required to work in excess of one and a half hours overtime, after working Ordinary Hours, shall be paid a meal allowance of \$16.31.
- 34.8 The allowance in clause 34.7 will be adjusted in the first full pay period on or after 1 July by the overall annual CPI percentage increase for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.
- 34.9 An Employee working overtime on a Saturday or Sunday shall be allowed a paid rest time of twenty (20) minutes after the first four (4) hours of work without loss of pay, but this provision shall not prevent any arrangements being made for the taking of a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay.
 - 34.9.1 In the event of an Employee being required to work in excess of a further four (4) hours, the Employee shall be allowed to take a paid rest time of thirty (30) minutes without loss of pay.

35. ANNUAL LEAVE

- 35.1 Employees (excluding casuals) shall be entitled to four (4) weeks annual leave in accordance with the FW Act.
- 35.2 Employees (excluding casuals) are entitled to 17.5% annual leave loading on accrued annual leave.
- 35.3 Permanent Shift Workers (excluding casuals) shall be entitled to five (5) weeks annual leave in accordance with the FW Act and 30% annual leave loading.
- 35.4 Employees who work a combination of fifteen (15) shifts in a calendar quarter that attract a shift loading in accordance with clause 31 will receive an extra 1.25 days annual leave per calendar quarter. For the purposes of this 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.
- 35.5 The Company may direct Employees to take accrued annual leave on one (1) month's notice whereby an Employee has not shown an intention to take annual leave within a twelve (12) month period.
- 35.6 The Company may close down work for a period of up to four (4) weeks at the Christmas/New Year period. The Company is to give at least one (1) month's notice of any close down to affected Employees. Employees who do not have an entitlement to annual leave sufficient to cover the period of the close down shall take such pro rata leave in advance as has accumulated to them as at the date of the close down commencing, and leave without pay for any balance of the period of close down. RDOs or long service leave may be taken in lieu of leave without pay by mutual agreement between the Company and the Employee. Leave without pay may be taken during this period in lieu of paid leave entitlements by mutual agreement between the Company and the Employee.
- 35.7 In accordance with the FW Act, Employees are entitled to 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 authorising the Employee to forgo the amount of accrued annual leave, and:
- 35.7.1 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 four (4) weeks; and
 - 35.7.2 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
 - 35.7.3 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
- 35.8 Accrued, but untaken, annual leave is paid out on termination of employment.
- 35.9 Where a public holiday falls within one day of a weekend or another public holiday and subject to operational requirements, the Company in consultation with the majority of Employees affected to provide that a day of annual leave may be granted on the day between the said public holidays and/or weekend if an Employee or the Company requests it.

36. PERSONAL LEAVE

- 36.1 Full time Employees (excluding casuals) shall be entitled to ten (10) days of paid personal/carer's leave which accrues progressively for each full year of completed service. Personal/carer's leave includes sick leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's Immediate Family or household member who is sick or injured or who has an unexpected emergency as defined in the FW Act. Payment in respect of personal/carer's leave under this clause is at the Employees base rate of pay for their Ordinary Hours.
- 36.2 On each occasion, after an Employee has had four (4) single day absences over a (12) twelve month anniversary period and/or has taken two (2) or more consecutive absence days or takes a single day absence that adjoins a weekend, Public Holiday, RDO or on a day the Employee was scheduled to attend training then they must provide the Company with a medical certificate from a registered health practitioner or complete a statutory declaration stating that the Employee, or an Immediate Family member whom the Employee was caring for, was or is unwell and that the Employee was unable to attend for work on that occasion.
- 36.3 The Employee shall notify their immediate supervisor or other nominated Company representative prior to the commencement of work in sufficient time to permit arrangements being made for the performance of the Employee's duties or as soon as possible following the commencement of work or in exceptional circumstances, no later than 24 hours from the commencement of work. Any such Employee who fails to reasonably do so shall be treated as absent without authorisation.
- 36.4 The Employee's paid personal/carer's leave will accrue progressively 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.

37. ATTENDANCE INCENTIVE PAYMENT

- 37.1 The Company will pay an additional week of pay at the Employee's ordinary rate of pay over a twelve (12) month period.
- 37.2 The value of the incentive payment will reduce by 20% for every day lost due to unauthorised leave over the twelve (12) month period.
- 37.3 Entitlements shall be calculated as of the 30 November each year and paid on the second pay period after that date. The entitlement will not accrue from year to year.
- 37.4 For any Employee who has not completed a full year of service the payment will accrue on a pro rata basis based on the number of Ordinary Hours worked.
- 37.5 Employees who are made redundant will be eligible to receive a pro rata entitlement. Employees who resign or are terminated for serious misconduct will not be eligible to receive a pro rata entitlement.

38. COMPASSIONATE LEAVE

- 38.1 Employees will be entitled to two (2) days of compassionate leave for each occasion when a member of the employees Immediate Family, or a member of the employees household:
- 38.1.1 contracts or develops a personal illness or injury that poses a serious threat to his or her life; or
- 38.1.2 dies.

- 38.2 The entitlement may be taken in a single unbroken period of two (2) days or as two (2) separate periods of one (1) day or as agreed between the Company and the Employee.
- 38.3 Employees (excluding casuals) will be entitled to payment for compassionate leave for the Employee's Ordinary Hours of work.
- 38.3.1 Nothing in this clause will entitle the Employee to more than two (2) days paid compassionate leave for each occasion.
- 38.3.2 The Company may require the Employee, as a condition of payment, to provide the Company with reasonable evidence of the injury, illness or death.

39. PARENTAL LEAVE

- 39.1 Employees will be entitled to Parental Leave in accordance with the FW Act.
- 39.2 In addition, Employees may be entitled to parental leave under the John Holland Leave Procedure (JH-MPR-PPL016).

40. LONG SERVICE LEAVE

- 40.1 Long service leave will be provided to the Employee in accordance with the provisions of the *Construction Industry Portable Paid Long Service Leave Act 1985*.

41. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 41.1 Employees will be entitled to Family and Domestic Violence Leave in accordance with applicable legislation (e.g. the NES in the FW Act).

42. JURY SERVICE

- 42.1 An Employee (excluding casual Employees) required to attend for jury service shall, subject to clause 42.2, will continue to be paid the amount of the Employee's ordinary base rate of pay they would have received in respect of the Ordinary Hours they would have worked had they not been on jury service. The Employee will be required to pay the Company any monies received from the State or Federal Government as compensation for attending jury service.
- 42.2 An Employee shall notify the Company as soon as practicable of the date upon which they are 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.

43. COMMUNITY SERVICE

- 43.1 Employees (including casual Employees) are entitled to take unpaid leave to carry out certain community service activities or military leave obligations including 'voluntary emergency management/ military reserve activity such as:
- 43.1.1 an activity that deals with an emergency or natural disaster;
- 43.1.2 where the employee engages in the activity on a voluntary basis; or
- 43.1.3 where the Employee is a member of, or has a member-like association with, a recognised emergency management body and said body requests the employee to engage in the activity; and it would be reasonable to expect that such a request would have been made.
- 43.2 There is no set limit on the amount of community service leave an employee is entitled to.

- 43.3 An Employee shall notify the Company as soon as practicable of the date upon which they are required to attend for community service, and shall provide the Company with proof of this attendance and the duration of such attendance.
- 43.4 An employee is entitled to take leave for an amount of time reasonable in the circumstances while engaged in the eligible community service activity, including:
- 43.4.1 travelling time associated with the activity; and
 - 43.4.2 rest time immediately following the activity.
- 43.5 The following are examples of bodies that would be recognised for the purposes of community service leave:
- 43.5.1 any recognised Australian Armed Forces/ Reserves;
 - 43.5.2 the State Emergency Service (SES);
 - 43.5.3 the Fire and Emergency Services Authority of WA (FESA);
 - 43.5.4 St John's Ambulance Service; or
 - 43.5.5 the RSPCA (in respect of animal rescue during emergencies or natural disasters).
- 43.6 For those Employees required to attend an emergency management response as a recognised volunteer will be paid as per the Emergency Management Act 2005 (WA).

44. CALCULATION OF CONTINUOUS SERVICE

- 44.1 Service shall be deemed to be continuous notwithstanding an Employee's absence from work for any of the following reasons:
- 44.1.1 illness or accident up to a maximum of four (4) weeks after the expiration of paid personal leave;
 - 44.1.2 compassionate leave;
 - 44.1.3 annual leave;
 - 44.1.4 up to a maximum of twenty six (26) weeks for which workers' compensation has been received for an injury incurred during the course of employment;
 - 44.1.5 community service (including jury service) and reserve military service for up to three (3) months;
 - 44.1.6 periods of scheduled R&R;
 - 44.1.7 paid parental leave; or
 - 44.1.8 any reason satisfactory to the Company.

45. PUBLIC HOLIDAYS

- 45.1 All Employees (excluding casual Employees) shall be entitled to the following gazetted public holidays without loss of ordinary hours pay: Christmas Day, Boxing Day, New Year's Day, Australia Day, Western Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday.

45.1.1 The Company and a majority of the Employees in a section or sections of the workplace may agree to substitute another day for any prescribed day in this clause.

45.1.2 Non-metropolitan local authorities may celebrate the Sovereigns' Birthday Public Holiday on an alternative date and Employees working in these localities may substitute the Sovereign's Birthday for that day as prescribed in the Government Gazette. Substitution will be as agreed with the Company by the majority of Employees.

45.2 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 ordinary base rate of pay for all time so worked. Public Holiday shifts will be calculated from when the shift starts.

45.3 If an Employee is required to work on a Public Holiday, the Employee may elect to be paid time and one half for the Ordinary Hours worked and be provided with a day in lieu of the Public Holiday. An Employee who elects to be provided with a day in lieu shall advise the Company prior to the working of the Public Holiday.

45.4 An Employee required to work on a public holiday shall be afforded at least four (4) hours work or paid for four (4) hours at the appropriate rate.

46. TERMINATION OF EMPLOYMENT

46.1 Employment may be terminated by an Employee (other than a casual Employee) or the Company 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 week's 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

46.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two (2) years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.

46.3 Termination of all casual Employees shall require eight (8) hours' notice or the payment or forfeiture of eight (8) hours pay, as the case may be.

46.4 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 wages due to the Employee for the remainder of the notice period at the Employee's full rate of pay as defined by the FW Act and not require the Employee to work out the notice period.

46.5 If an Employee fails to give the required notice, or gives notice or is given notice but leaves before the end of the notice period, they shall forfeit the amount that would equal payment in lieu of notice, from any money owed to the Company.

46.6 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 can include, 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 including rail safe working, willful damage to

Company property, harming or threatening co-workers, gross negligence, or breach of the confidentiality requirements or other Employee obligations of this Agreement.

46.7 If an Employee is absent from work without reasonable cause for three (3) consecutive working 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 without notice. The Company will then treat the Employee's employment as having been terminated (after trying to make formal contact) by way of dismissal and wages shall be paid only up to the last working day.

46.7.1 Formal contact mentioned in clause 46.7 means phone calls, personal visit or correspondence via registered mail, to the employees last known address.

46.8 Any grievance in relation to this clause shall be dealt with in accordance with clause 51.

46.9 An Employee, upon termination must return all property belonging to the Company which is held by or under the control of the Employee and required to be returned by the Company.

47. STAND DOWN

47.1 The Company may stand down Employees without pay for any time during which the Company determines that an Employee cannot be usefully employed through a stoppage of work for which the Company cannot reasonably be held responsible.

47.2 The Company will advise the affected Employee/s, and if the Employee/s chooses, his/her representative before implementation of stand down. This advice is to be provided at least 24 hours prior to the stand down commencing. The Company will keep affected Employees updated on the expected duration of the stand down.

47.3 The Company will pursue all reasonable means in providing the affected Employees with alternate duties prior to initiating the stand down. Where no alternative duties are allocated the Company may require Employees to undertake training and/or re-accreditation.

47.4 An Employee will take paid leave, or may elect to take unpaid leave, if their accrued leave balance is less than their annual leave entitlement.

48. HEALTH AND SAFETY ISSUE RESOLUTION PROCESS

48.1 The process for the resolution of health and safety issues is as follows:

48.1.1 Employee raises a workplace health or safety issue with their direct Supervisor in the first instance. If the Supervisor is unavailable or if the Employee is not comfortable raising the issue with the Supervisor then contact should be made with the work group HSR;

48.1.2 Supervisor to resolve the workplace health and safety issue in consultation with the relevant HSR or Employee;

48.1.3 If the Employee is not satisfied with the resolution of the workplace health and safety issue then the Employee should notify the relevant work group HSR;

48.1.4 The relevant work group HSR will consult with the Site Manager to resolve the issue;

48.1.5 Where an issue is not satisfactorily resolved the relevant work group HSR or the Employee shall advise the workplace Health and Safety Advisor who shall convene a HSC meeting to discuss the issue;

- 48.1.6 The HSC is to consider the health and safety issue and make a recommendation on how to resolve the issue;
 - 48.1.7 Where resolution at the workplace level cannot be achieved the Regional Safety Manager shall intervene; and
 - 48.1.8 Where the matter cannot be satisfactorily resolved specialist advice will be sought from an Inspector from the relevant authority whose decision will be binding.
- 48.2 If there is an immediate threat to health and safety then either the HSR or Supervisor must direct work to cease in the affected areas. Where the Supervisor is not available, the HSR must notify them they have directed work to cease as soon as practicable.
- 48.3 All matters involving occupational health and safety issues shall be dealt with in accordance with the provisions of the WHS Act and associated regulations.
- 48.4 All matters covering rail safety shall be dealt with in accordance with the provisions of the Rail Safety Act and associated regulations.
- 48.5 Health and safety issues shall be isolated from industrial matters and any issue or dispute relating to industrial matters shall be dealt with in accordance with clause 52.
- 48.6 Employees may be represented by an Employee nominated representative at any time during this process.

49. INCLEMENT WEATHER

- 49.1 Inclement weather will be managed as follows:
- 49.1.1 Step 1 – Superintendent to obtain meteorological data from the Bureau of Meteorology website for presentation at the pre work brief.
 - 49.1.2 Step 2 – The Supervisor is to interpret the information provided with regard to the potential impact of inclement weather on the planned work in conjunction with a HSR and/or an Employee nominated representative; and
 - 49.1.3 Step 3 – The Supervisor will interpret the information and will develop a revised work plan to mitigate the risks associated with the inclement weather in conjunction with a HSR and/or an Employee nominated representative.
- 49.2 If the above process fails to reach agreement with respect to the way in which work is to be undertaken during the inclement weather the matter will be resolved as per clause 48.
- 49.3 There shall be no deduction of wages for any working time lost due to inclement weather. In the event that a complete shift is lost due to the inclement weather, the Employee shall be paid for the Ordinary Hours rostered at the applicable rate of pay or a minimum of four (4) hours at the applicable overtime rate for overtime shifts.

50. ELECTRONIC MANAGEMENT SYSTEMS

- 50.1 Where the Company proposes to implement an electronic management system this will be done in consultation with Employees concerned and if requested the Employee's Representative, and in accordance with the relevant legislation, Company policies and procedures and clause 9 of this Agreement. On implementation, the Employees agree to comply with and adhere to those systems and associated system requirements as determined by the Company.

51. COUNSELLING AND DISCIPLINE

51.1 Counselling and discipline will be conducted in accordance with the Company's Procedures.

52. DISPUTES AND GRIEVANCES PROCEDURE

52.1 If there is a dispute arising from a matter dealt with by this Agreement or the National Employment Standards, it shall be dealt with in the following manner:

52.1.1 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;

52.1.2 if no resolution for the Employee's grievance is reached within four (4) working days or a mutually agreed period, 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;

52.1.3 if the matter is still unresolved within two (2) working days or a mutually agreed period, the Employee's grievance may be referred to the Company's nominated representative and/or the relevant Business Manager, for resolution;

52.1.4 If the matter is not resolved at this stage within a mutually agreed period, the matter may be referred to the FWC for conciliation and/or arbitration for resolution. The decision made by FWC shall be binding to both the Company and affected Employee(s).

52.1.5 Parties to the Agreement reserve the right to be legally represented for all matters before FWC.

52.2 It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:

52.2.1 work shall continue as normal in accordance with this Agreement;

52.2.2 no industrial action shall be organised, commenced or taken by any Employee;

52.2.3 nothing in this clause shall effect the ability of the Company to terminate an Employee pursuant to the termination clause(s) in this Agreement; and

52.2.4 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.

52.3 Safety issues shall be isolated from industrial matters and any issue or dispute relating to safety shall be dealt with in accordance with Company procedure and clause 48 of this Agreement.

52.4 Final settlement of the dispute will not be prejudiced by continuance of work under the dispute and grievance procedure in this Agreement.

52.5 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.

52.6 Any decision or outcome (including any order or suggested resolution of a grievance) that is made in any arbitration or appeal must be consistent 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.

53. WORKPLACE REPRESENTATION

- 53.1 Each Workplace Representative shall be granted up to five (5) days of workplace representation leave each calendar year, non-cumulative, to attend courses conducted by the RTBU or a training provider nominated by the RTBU, 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 or grievances in the workplace.
- 53.2 The granting of workplace representation leave referred to in 53.1 will be subject to the following provisions:
- 53.2.1 is in writing and includes the nature, content and duration of the training course to be attended;
 - 53.2.2 is provided to the Company at least four (4) weeks prior to the proposed training;
 - 53.2.3 does not have any adverse effects on the operational requirements of the Company;
 - 53.2.4 has the approval of the Company; and
 - 53.2.5 the training has been approved as suitable by the RTBU.
- 53.3 Eligible workplace representation leave will be paid at the Employee's base rate of pay for their Ordinary Hours.
- 53.4 The Workplace Representative will be required to satisfy the Company of the attendance at the course to qualify for the payment of workplace representation leave.
- 53.5 Any other leave outside of this arrangement for Workplace Representatives will be discussed between the Parties on the application of such a request in line with the requirements in sub clause 53.2. Any granted leave for this purpose will be deemed to be approved leave without pay.

54. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

- 54.1 The Company will provide the Employees, on commencement of employment or as otherwise specified in this clause, with the following items of safety clothing:
- 54.1.1 safety footwear;
 - 54.1.2 five (5) pairs of long trousers;
 - 54.1.3 five (5) long sleeve shirts; and
 - 54.1.4 wet weather gear is provided when required
- 54.2 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.
- 54.3 At the Company's discretion the items referred to in clause 54.1 will be replaced on a fair wear and tear basis, provided they are produced to the Company for inspection and the Company determines that the replacements of such items is warranted. No safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst at work.

55. TRAINING AND CLASSIFICATIONS

- 55.1 At the commencement of this Agreement, all classifications levels in Attachments A – B are competent in accordance with the relevant National Transport and Logistics Industry Skills Council competency framework.
- 55.2 The Parties agree to meet to address changes to the National Transport and Logistics Industry Skills Council competency framework from time to time where the changes will have an effect on the classification structures in Attachments A – B.
- 55.3 Training plans will be developed by the Company for Employees based on the units of competency to be obtained for their classification level.
- 55.4 National Transport and Logistics Industry Skills Council competencies will be assessed by an RTO.
- 55.5 Automatic progression from classification levels RTW1 through to RTW3 (Attachment A) within a twelve (12) month period will be through the acquisition of the required units of competency. An Employee will be provided with a training plan to assist them in progressing to classification level RTW3 within this time frame. The Company shall not be held responsible for delays in progression that is not the fault of the Company.
- 55.6 Progression to classification levels RTW4 and above (Attachment A) or other classification levels in Attachment B will be by Company appointment.
- 55.7 Where an Employee does not hold the full list of training competencies for their appointed classification level, the Company may agree to recognise proven prior experience while the Employee continues to complete the outstanding competencies.
- 55.8 Where the Company organises Training, Employees will attend Training and be paid for the hours attended without loss of their Ordinary Hours.

56. PAYMENT OF WAGES

- 56.1 All wages and monetary allowances payable pursuant to this Agreement shall be paid fortnightly by electronic funds transfer. Employees are required to nominate an account held at a bank or other financial institution recognised by the Company.
- 56.2 Employees on a work cycle that commences on Monday, wages shall be paid on the second Thursday of each fortnight. The pay period shall extend between 0001 hours Monday to 2400 hours Sunday of each fortnight.
- 56.2.1 In any fortnight on which a holiday falls on a pay Thursday or Friday, wages shall be paid on the next working day.
- 56.3 Employees on a work cycle that does not commence on a Monday will be paid according to the work cycle within which they work and will be notified of the pay cycle as per clause 28.3 at the commencement of that work cycle. This will include the day on which wages will be paid and whether the pay cycle is weekly or fortnightly.
- 56.4 Nothing shall prevent any alternative mutual arrangement between the Company and the Employees. Any alternative arrangement must be discussed with Payroll prior to commencement to ensure such arrangement can be implemented.
- 56.5 In the event an Employee's wage is not banked by the times as stated above, then any penalties applied by the Employee's banker shall be refunded by the Company provided that the late deposit has occurred through no fault of the Employee and subject to proper

substantiation being provided by the Employee. Where the fault lies with the Employee's bank, the Company will not be held responsible.

56.6 The Company shall provide pay slips in a timely manner in accordance with the Australian Tax Office Guidelines and relevant legislation.

56.7 When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable (consistent with FW Act).

57. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE

57.1 Employees agree to reimburse the Company for any overpayment of wages made to the Employee in error by the Company.

57.2 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 twenty six (26) weeks with the repayment not being greater than 20% of an Employee's ordinary base rate of pay in respect of the Ordinary Hours or as mutually agreed between the Company and the Employee.

58. INCOME PROTECTION

58.1 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.

Signatories
Signed for and on behalf of
John Holland Pty Ltd

Name:

TRENT SMITH

Address:

John Holland, Level 8, 10 Telethon Avenue, PERTH WA 6000

Title:

GROUP MANAGER, IR

I am authorised by John Holland Pty Ltd to sign this Agreement on its behalf.

Signature:

[Signature]

Witness (signed):

[Signature]

Name:

Aideen Gillies

Address of witness

John Holland, Level 8, 10 Telethon Avenue, PERTH WA 6000

Dated this 11th day of February 2022

Signed for and on behalf of
The Australian Rail, Tram and Bus Industry Union
(WA Branch)

Name:

Craig McKinlay

Address:

2/10 Nash Street, PERTH WA 6000

Title:

Secretary

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

Signature:

[Signature]

Witness (signed):

[Signature]

Name:

MARTINE LILLIS

Address of Witness:

33A NORMA RD, ALFRED COVE 6154

Dated this 8 day of FEBRUARY 2022

ATTACHMENT A - TRACK CIVIL AND PERWAY WELDERS: BASE RATES OF PAY

WA RAIL TRACK CIVIL CLASSIFICATIONS (RTW)	From 1 July 2021
RTW1	\$28.34
RTW2	\$30.49
RTW3	\$31.98
RTW4	\$34.08
RTW5	\$36.04
RTW6	\$37.88
RTW6 LH	\$40.32
RTW7	\$41.89
RTW8	\$44.77

WA PERWAY WELDER CLASSIFICATIONS (PWW)	From 1 July 2021
PWW1	\$43.21
PWW2	\$47.90

#Base Rate Modifiers below are in addition to the wage rates above.

#All Base Rate Modifiers will accumulate on the attainment and requirement by the Company to use the relevant competency except for RRV02 & PO3, which can only apply independently of each other.

#Base Rate Modifiers will be adjusted in line with the wage movements set out in this Attachment.

Base Rate Modifier	Rate Per Hour 01/07/2021	Application	Description
M1	\$1.05	RTW 3 – RTW 4 (All-purpose allowance when allocated as the designated driver of a truck)	MR Licence
RRV02	\$1.05	RTW 4 – RTW 6 (All-purpose allowance whilst nominated to use the qualification)	RRV02 Track Access Permit
PO3A	\$1.75	RTW 5 – RTW 8 (All-purpose allowance whilst holding the qualification)	PO3 Track Access Permit

Track Maintenance and Perway Welder Classification Structure

		Maintenance Work	Project Work
TLI Certificate II	TRACK MAINTAINER LEVEL 1 Entry Level	<ul style="list-style-type: none"> JH Online Induction plus project induction CPCCOHS1001A - Work safely in the construction industry Supervised worker TLID1001/A - Shift materials safely using manual handling methods TLIB1028/B - Maintain and use hand tools TLIF1001/A - Follow work health and safety procedures TLIF2080/A/B/C - Safely access the rail corridor TLIW2001/A - Operate under track protection rules TLIF2010/A - Apply fatigue management strategies Valid C Class Drivers Licence 	<ul style="list-style-type: none"> Valid C Class Drivers Licence JH Online Inductions (GMR, Foundations HSE, HSES, SQE Risk Management plus project induction Supervised worker (Network Specific) CPCCOHS1001A - Work safely in the construction industry TLIF1001/A - Follow work health and safety procedures TLID1001/A - Shift materials safely using manual handling methods TLIB0012, TLIB1028/B - Maintain and use hand tools TLIF0020, TLIF2080/A/B/C - Safely access the rail corridor TLIW0007, TLIW2001/A - Operate under track protection rules TLIF2010/A - Apply fatigue management strategies
	TRACK MAINTAINER LEVEL 2 Unskilled Labourer	<ul style="list-style-type: none"> TLIB2085/A - Apply Track Fundamentals TLIB2092/A - Operate Minor Mechanical Equipment TLIB2001/A - Check and Assess Operational Capabilities of Equipment TLIB1093/A - Clean Equipment and Restore Worksite TLIG1001/A - Work Effectively With Others TLIU2008/A - Apply Environmental Procedures to Rail Infrastructure TLIE1003/A - Participate in Basic Workplace Communication 	<ul style="list-style-type: none"> TLIB2085/A - Apply Track Fundamentals TLIB2092/A - Operate Minor Mechanical Equipment TLIB2001/A - Check and Assess Operational Capabilities of Equipment TLIB1093/A - Clean Equipment and Restore Worksite TLIG1001/A - Work Effectively With Others TLIU2008/A - Apply Environmental Procedures to Rail Infrastructure TLIE1003/A - Participate in Basic Workplace Communication
	TRACK MAINTAINER LEVEL 3 Skilled Labourer	<ul style="list-style-type: none"> TLIS2030/A - Carry Out Track Ballasting TLIS2031/A - Install Railway Sleepers TLIS2034/A - Install and Repair Rail Fastening Systems TLIS2044/A - Carry Out Rail Installation <p style="color: red;">Protection Officer Level 1</p>	<ul style="list-style-type: none"> TLIS2030/A - Carry Out Track Ballasting TLIS2031/A - Install Railway Sleepers TLIS2034/A - Install and Repair Rail Fastening Systems TLIS2044/A - Carry Out Rail Installation

TLI Skill Sets	<p>TRACK MAINTAINER LEVEL 4</p> <p>Plant Operator or Irregular Welder</p>	<p>IRREGULAR ALUMINOTHERMIC WELDER</p> <ul style="list-style-type: none"> • TLIW3015/A - Weld rail using aluminothermic welding process • TLIW3035/A - Heat & cut materials using Oxy-LPG equipment for the rail industry • TLIW2012/A - Grind rails • TLIE2007/A - Use communication systems • Protection Officer Level 2 (PTA excluded) 	<p>IRREGULAR ALUMINOTHERMIC WELDER</p> <ul style="list-style-type: none"> • TLIW3015/A - Weld rail using aluminothermic welding process • TLIW0006, TLIW3035/A - Heat & cut materials using Oxy-LPG equipment for the rail industry • TLIW004, TLIW2012/A - Grind rails • TLIE2007/A - Use communication systems • Protection Officer Level 2 (PTA Network) and/or Protection Officer+Lookout (ARC Network)
	<p>PLANT OPERATOR MID RANGE</p> <ul style="list-style-type: none"> • TLIC2059/A - Propel and operate light on-track equipment • Machine specific competency <p style="color: red;">Protection Officer Level 2 + RRVO1 (PTA excluded)</p> <ul style="list-style-type: none"> • TLIE2007/A - Use communication systems <p>OR</p> <p>PLANT OPERATOR (LOADER/EXCAVATOR)</p> <ul style="list-style-type: none"> • Machine specific competency (preferably from RII package) <p style="color: red;">Protection Officer Level 2 (PTA excluded)</p> <ul style="list-style-type: none"> • TLIE2007/A - Use communication systems 	<p>PLANT OPERATOR MID RANGE</p> <ul style="list-style-type: none"> • TLIC2059/A - Propel and operate light on-track equipment • Machine specific competency <p style="color: red;">Protection Officer Level 2 + RRVO1</p> <ul style="list-style-type: none"> • TLIE2007/A - Use communication systems <p>OR</p> <p>PLANT OPERATOR (LOADER/EXCAVATOR)</p> <ul style="list-style-type: none"> • Machine specific competency (preferably from RII package) • TLIE2007/A - Use communication systems <p>OR</p> <p>PROTECTION OFFICER LEVEL 2 TLIE2007/A - Use communication systems</p>	

TLI Certificate III	TRACK MAINTAINER LEVEL 5	Mandatory for all Welders <ul style="list-style-type: none"> • MR Licence • TLIB3102/A - Adjust rail • TLIE2029/A - Conduct Workplace Information Briefings • TLIF3003/A - Implement & Monitor Work Health and Safety Procedures • TLIJ3002/A - Apply Quality Systems • RIICCM201A/D - Carry out Measurements and Calculations 	WELDERS <ul style="list-style-type: none"> • MR Licence • TLIB3102/A - Adjust rail • TLIE2029/A - Conduct Workplace Information Briefings • TLIF3003/A - Implement & Monitor Work Health and Safety Procedures • TLIJ3002/A - Apply Quality Systems • CPCCOM1015, RIICCM201A/D - Carry out Measurements and Calculations
		Mandatory for all Plant Operators <ul style="list-style-type: none"> • MR Licence • TLIE2029/A - Conduct Workplace Information Briefings • TLIF3003/A - Implement & Monitor Work Health and Safety Procedures • TLIJ3002/A - Apply Quality Systems • RIICCM201A/D - Carry out Measurements and Calculations 	PLANT OPERATORS <ul style="list-style-type: none"> • MR Licence • TLIE2029/A - Conduct Workplace Information Briefings • TLIF3003/A - Implement & Monitor Work Health and Safety Procedures • TLIJ3002/A - Apply Quality Systems • RIICCM201A/D - Carry out Measurements and Calculations
	TRACK MAINTAINER LEVEL 6 Complete Certificate III Rail Infrastructure	<ul style="list-style-type: none"> • TLIB3094/B - Check and repair track geometry • TLIS3026/B - Implement track maintenance & construction • TLIB3095/A - Check and repair points and crossings • RIICCM203A/D Read and Interpret Plans and Specifications • TLIB3099/A - Examine track infrastructure • TLIB2091 /A- Measure and record track geometry <p>PLUS minimum of one of the following</p> <ul style="list-style-type: none"> • TLIG3002/A - Lead A work team 	TRACK CONSTRUCTION STREAM <ul style="list-style-type: none"> • TLIB3094/B - Check and repair track geometry • CPCCBC4012, RIICCM203A/D Read and Interpret Plans and Specifications • TLIS3026/B - Implement track maintenance & construction • TLIB3099/A - Examine track infrastructure • TLIB2091 /A- Measure and record track geometry

		<ul style="list-style-type: none"> • TLIF2006/A- Apply accident-emergency procedures • TLIB3102/A - Adjust rail 	<ul style="list-style-type: none"> • TLIB3102/A - Adjust rail <p>PLUS minimum of one of the following</p> <ul style="list-style-type: none"> • TLIG3002/A - Lead A work team • TLIF2006/A- Apply accident-emergency procedures
Leadership Training	TRACK MAINTAINER LEVEL 6 LH Leading Hand	<ul style="list-style-type: none"> • Supervisor Knowledge Essentials (Non-accredited internal training) • TLIG3002/A - Lead a work team or group • TLIF2006/A- Apply accident-emergency procedures • RRVO2 (PTA excluded) <p>OR</p> <p>PERWAY WELDER TRAINEE</p> <ul style="list-style-type: none"> • Protection Officer Level 2 • TLIW0036/A - Apply electric welding process to rail • Core competency - Grinding to a tolerance to achieve wheel/rail load transfer 	<ul style="list-style-type: none"> • Supervisor Knowledge Essentials (Non-accredited internal training) • TLIG3002/A - Lead a work team or group • TLIF2006/A- Apply accident-emergency procedures • RRVO2
	TRACK MAINTAINER LEVEL 7 Supervisor Grade 1	<ul style="list-style-type: none"> • Foundations of Leadership • BSBMGT401A - Show leadership in the workplace • BSBWOR402A - Promote team effectiveness • BSBWOR401A - Establish effective workplace relationships 	<ul style="list-style-type: none"> • Foundations of Leadership • BSBMGT401A - Show leadership in the workplace • BSBWOR402A - Promote team effectiveness • BSBWOR401A - Establish effective workplace relationships
	TRACK MAINTAINER LEVEL 8 Supervisor Grade 2	<ul style="list-style-type: none"> • Supervision of teams in high density rail traffic areas defined by the limits of the Eastern Goldfields Railway, South West Main and Urban Passenger Network and/or supervision of large permanent work groups of 10 or more • Supervisor knowledge essentials (non-accredited training) 	<ul style="list-style-type: none"> • Supervision of teams in high density rail traffic areas defined by the limits of the Eastern Goldfields Railway, South West Main and Urban Passenger Network and/or supervision of large permanent work groups of 10 or more • Supervisor knowledge essentials (non-accredited training)

	PPW1 Perway Welder/Offsider	<ul style="list-style-type: none"> • Foundations of leadership • BSBMGT401A - Show leadership in the workplace • BSBWOR402A - Promote team effectiveness • BSBWOR401A - Establish effective workplace relationships • Core competency - Non-critical areas - Wheel burn repair, wing build up • Maintain currency every 2 years 	NA
	PPW2 – Perway Welder	<ul style="list-style-type: none"> • Passport to Safety Excellence Program - Safety and Risk Leadership • Supervisor Knowledge Essentials (Non-accredited internal training) • • Existing Perway Welders - Qualification including but not limited to: <ul style="list-style-type: none"> • Trade certificate (define trade-boilermaker, blacksmith etc. • Other relevant qualifications or certificates, or verification of competency based on experience • Core competency - critical areas - welding of nose area <p>Maintain currency every 2 years</p> <p>PO3 (PTA only)</p>	NA

Note: Team structures (numbers and competencies) are determined by operational requirements and subject to change.

ATTACHMENT B - TRACK MACHINE OPERATORS: BASE RATES OF PAY

WA RAIL TRACK MACHINE OPERATORS CLASSIFICATIONS (RTMO)	From 1 July 2021
RTMO1	\$31.98
RTMO2	\$33.45
RTMO3	\$36.60
RTMO4	\$40.39
RTMO5	\$43.61
RTMO6	\$48.35

Base Rate Modifier	Rate Per Hour 01/07/2021	Application	Description
M1	\$1.05	RTMO 1 – RTMO 3 (All-purpose allowance when allocated as the designated driver of a truck)	MR Licence
PO3B	\$0.88	RTMO 5 – RTMO 6 (All-purpose allowance whilst holding the qualification)	PO3 Track Access Permit

#Base Rate Modifiers will be adjusted in line with the wage movements set out in this Attachment.

Rail Track Machine Operator Classification Structure

		Project Work
TLI Certificate II	<p>TRACK MACHINE OPERATOR LEVEL 1</p> <p>Entry Level</p>	<ul style="list-style-type: none"> Valid C Class Drivers Licence JH Online Inductions (GMR, Foundations HSE, HSES, SQE Risk Management plus project induction) Supervised worker (Network Specific) CPCCOHS1001A - Work safely in the construction industry TLIF1001/A - Follow work health and safety procedures TLID1001/A - Shift materials safely using manual handling methods TLIB0012, TLIB1028/B - Maintain and use hand tools TLIF0020, TLIF2080/A/B/C - Safely access the rail corridor TLIW0007, TLIW2001/A - Operate under track protection rules TLIF2010/A - Apply fatigue management strategies
	<p>TRACK MACHINE OPERATOR LEVEL 2</p> <p>Trainee Regulator or Consolidator Operator</p>	<ul style="list-style-type: none"> TLIB1001/A - Check and Assess operational capabilities of equipment TLIB1093/A - Clean equipment and restore worksite TLIB2085/A - Apply track fundamentals TLIB2091/A - Measure and record track geometry TLIS2030/A - Carry out track ballasting TLIC2058/A - Self-Propelled on-track equipment overview (over 10 tonne) TLIE2007/A - Use communication systems Machine specific ticket - probationary ticket regulator or consolidator TLIW2029 Identify the principles of ballast regulator operations
	<p>TRACK MACHINE OPERATOR LEVEL 3</p> <p>Operator of Regulator or Consolidator or Trainee Plan Line Tamper or Flashbutt Welder</p>	<ul style="list-style-type: none"> Machine specific ticket - Probationary ticket plain line machine or flashbutt welder Machine specific ticket - Full ticket regulator or consolidator TLIG1001/A - Work effectively with others RIIOHS204A / RIIWHS204D - Work safely at heights

TLI Skill Sets	<p>TRACK MACHINE OPERATOR LEVEL 4</p> <p>Operator PlainLine Tamper or Flashbutt Welder or Dynamic Track Stabiliser or Trainee Switch Tamper Operator</p>	<p>TRACK MACHINE OPERATOR</p> <ul style="list-style-type: none"> • Valid MR Licence • Protection Officer Level 2 + Road Rail Vehicle Level 1 • TLIJ3002/A - Apply quality systems • TLIS3039/A - Measure and mark track for resurfacing • TLIW2032 Principles of tamping machine operations • Machine specific ticket - Probationary ticket - Complex machines • Machine specific ticket - Full ticket - Front plain line machines
		<p>MOBILE FLASHBUTT WELDER OPERATOR</p> <ul style="list-style-type: none"> • Valid MR Licence • Protection Officer Level 2 + Road Rail Vehicle Level 1 • TLIW3016/A - Weld rail using flashbutt welding process • Machine specific competencies for flashbutt welder
TLI Certificate III	<p>TRACK MACHINE OPERATOR LEVEL 5</p> <p>Switch Tamper Operator or Supervisor Plain Line Tamper</p> <p>NOTE: Entry Level for Trade Qualified Fitter</p>	<p>OPERATOR STREAM</p> <ul style="list-style-type: none"> • Machine Specific ticket - Full Ticket - Complex machine operator • TLIE2007/A - Use communication systems • TLIE2029/A - Conduct workplace information briefings • TLIF3003/A - Implement and monitor work health and safety procedure • TLIB3094/B - Check and repair track geometry • TLIS3026/B - Implement track maintenance and construction • TLIE2008/A - Process workplace documentation • TLIF2006/A- Apply accident-emergency procedures

		<p>SUPERVISOR STREAM</p> <ul style="list-style-type: none"> • Supervisor Knowledge Essentials (Non-accredited internal training) • Foundations of Leadership • BSBMGT401A - Show leadership in the workplace • BSBWOR402A - Promote team effectiveness • BSBWOR401A - Establish effective workplace relationships • TLIE2007/A - Use communication systems • TLIE2029/A - Conduct workplace information briefings • TLIF3003/A - Implement and monitor work health and safety procedure • TLIB3094/B - Check and repair track geometry • TLIS3026/B - Implement track maintenance and construction • TLIG3002/A - Lead a work team or group • TLIE2008/A - Process workplace documentation • TLIF2006/A- Apply accident-emergency procedures • Road Rail Vehicle Level 2
Leadership Training	<p>TRACK MACHINE OPERATOR LEVEL 6 Supervisor Switch Tamper</p>	<ul style="list-style-type: none"> • Passport to Safety Excellence Programme - Safety and Risk Leadership (OPTIONAL) • Supervisor Knowledge Essentials (Non-accredited internal training) • Foundations of Leadership • BSBMGT401A - Show leadership in the workplace • BSBWOR402A - Promote team effectiveness • BSBWOR401A - Establish effective workplace relationships

Note: Team structures (numbers and competencies) are determined by operational requirements and subject to change.

ATTACHMENT C – REST AND RECREATION LEAVE PROVISIONS

1. REST AND RECREATION LEAVE

- 1.1 This Appendix applies where the Company directs work to be performed on a compressed roster cycle of paid working days immediately followed by a period of unpaid rest & recreation leave (R&R) as provided for in clause 28.5 of this Agreement. R&R will proceed directly after the period of working time rostered by the Company unless varied in accordance with clause 1.2.
- 1.2 The Company and the Employee may mutually agree to alter the work cycle and accordingly bring forward or delay the Employee's period of R&R provided that the period of R&R is not delayed for any period exceeding one (1) month.
- 1.3 The Company will provide a return economy airfare ticket or a Company provided vehicle to the Point of Hire or Home Station for the purpose of taking the scheduled R&R. The Company will be responsible for all airfare bookings associated with the taking of the scheduled R&R.
- 1.4 Rostering and R&R arrangements will be confirmed with Employees as per clause 28 of this Agreement.
- 1.5 An Employee is not entitled to additional flights or travel costs to or from the work location to commence or return from a period of leave excluding personal leave, compassionate leave and workers compensation leave.
 - 1.5.1 When an Employee takes leave excluding personal leave, compassionate leave and workers compensation leave which results in no additional flights or other transport arrangements being required for that roster cycle, transport will be arranged by John Holland.
 - 1.5.2 When an Employee takes leave excluding personal leave, compassionate leave and workers compensation leave which results in additional flights or transport arrangements being required for that roster cycle, these flights or transport arrangements will be at the Employee's expense.
- 1.6 If the Company alters the project roster and an Employee has pre-approved leave which aligns with the original project roster, the transport arrangements will remain the responsibility of John Holland.
- 1.7 Where Employees choose to make their own transport arrangements for the purposes of R&R they will do so at their own expense.
- 1.8 Employees who fail to return from R&R on the Company provided transport, without providing forty-eight (48) hours' notice will be required to make their own transport arrangements at their own expense.