



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**RMC Signalling and Electrical Pty Ltd**  
(AG2020/3092)

## **RMC SIGNALLING AND ELECTRICAL PTY LTD ENTERPRISE AGREEMENT 2020**

Rail industry

COMMISSIONER WILLIAMS

PERTH, 10 NOVEMBER 2020

*Application for approval of the RMC Signalling and Electrical Pty Ltd Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *RMC Signalling and Electrical Pty Ltd Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by RMC Signalling and Electrical Pty Ltd. The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 November 2020. The nominal expiry date of the Agreement is 9 November 2024.



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# RMC Signalling and Electrical Pty Ltd

## ENTERPRISE AGREEMENT 2019



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## 1. TITLE

This agreement shall be known as the RMC Signalling and Electrical Pty Ltd Enterprise Agreement 2020 (**Agreement**).

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## 2. PARTIES BOUND AND APPLICATION OF AGREEMENT

2.1 This Agreement shall cover:

- (a) RMC Signalling and Electrical Pty Ltd (ACN 626 193 333) (**Employer**); and
- (b) the Employees of the Employer employed in the classifications contained in clause 7 - Classification and Wage Rates of this Agreement when undertaking Rail Signalling, Maintenance and Electrical work for RMC Signalling and Electrical Pty Ltd in Queensland, New South Wales, South Australia, Western Australia and the Australian Capital Territory. (**Employees**); and
- (c) The Australian Rail, Tram and Bus Industry Union (Union)

2.2 This Agreement replaces the Australian Railway Signalling and Electrical Pty Ltd Enterprise Agreement 2013, the Railtrain Pty Ltd SA/VIC/TAS/ACT/NSW/QLD/NT Enterprise Agreement 2013, Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2017 and Railtrain Pty Ltd Rail Construction Pilbara Enterprise Agreement 2016 in relation to the Employees.

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## 3. DEFINITIONS

|                         |  |
|-------------------------|--|
| <b>Act</b>              | The <i>Fair Work Act 2009 (Cth)</i>  |
| <b>Agreement</b>        | This Enterprise Agreement  |
| <b>Award</b>            | The Rail Industry Award 2020   |
| <b>Base Rate of Pay</b> | Has the same meaning as provided in the Act  |
| <b>The Company</b>      | RMC Signalling and Electrical Pty Ltd  |
| <b>Dayshift</b>         | Hours worked between 6:00am and 6:00pm   |
| <b>Defence</b>          | Australian Defence Force   |
| <b>FWC</b>              | Fair Work Commission   |
| <b>Immediate Family</b> | Means: <ul style="list-style-type: none"><li>▪ An employee's spouse (including de-facto spouse, former spouse, former de facto spouse)</li><li>▪ A child (including and adult child, adopted child, foster child, or step child of an employee or an employee's spouse)</li><li>▪ A parent, grandparent, grandchild or sibling of an employee or an employee's spouse.</li></ul> |

Immediate family also includes a person (e.g. an aunt, cousin, close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing significant relationship with the employee.

**NES**

National Employment Standards in the *Fair Work Act 2009 (Cth)*

**Nightshift**

Hours worked between 6:00 pm and 6:00 am except for nominated employees working at the Public Transport Authority in Perth, Western Australia where night shift is defined as any time after Midnight Sunday night up until midnight Friday night

**Ordinary Hours**

Up to 38 hours per week averaged over up to a 16 week period

**Primary Caregiver**

A person who assumes the principal role of providing care to a child.

**Permanent Nightshift**

Where an employee:

- during a period of engagement on shiftwork, works night shift only; or
- remains on night shift for a longer period than four consecutive weeks; or
- works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle.

**Pro Rata**

In the context of part time employment means the proportion the part time employee's average weekly ordinary hours bear to 38 ordinary hours per week.

**Shiftworker**

An employee who is a seven day shiftworker who is regularly rostered to work on nightshifts, weekends and public holidays.

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**4. PERIOD OF OPERATION**

- 4.1 This Agreement shall commence operation on the seventh (7<sup>th</sup>) day after the day it is approved by the Fair Work Commission (**FWC**).
- 4.2 The nominal expiry date of this Agreement shall be four (4) years after the day on which the FWC approves the Agreement. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009 (Cth)* (**FW Act**).

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**5. RELATIONSHIP TO AWARDS**

- 5.1 This Agreement operates to the exclusion of any otherwise applicable award (**Award**).
- 5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6. CONTRACT OF SERVICE**

### ***Types of Employment***

6.1 Employees will be engaged on one of the following basis:

- (a) full-time Employees;
- (b) part-time Employees;
- (c) maximum term or project/task specific Employees; or
- (d) casual Employees.

### ***Position of employment***

6.2 The position of employment (classification) as set out in clause 7 and in Appendix 1 will be specified in each Employee's respective contract of employment or as otherwise specified in writing by the Employer at the commencement of their employment in accordance with:

- (a) the operational requirements of the Employer; and
- (b) the Employee's trade and/or other qualifications, skills and experience.

6.3 The Employee will report to any person who may from time to time be designated for this purpose by the Employer.

### ***Basis of employment***

6.4 The basis of employment will be specified in each Employee's respective contract of employment or as otherwise specified in writing by the Employer at the commencement of their employment.

### ***Full-time employment***

6.5 Full-time Employees are engaged on the basis of an average maximum ordinary hours of work of thirty-eight (38) hours averaged over a 16 week period per week plus reasonable additional hours.

### ***Part-time employment***

6.6 A part-time Employee is an employee who is engaged to work less than the standard ordinary hours of work for an equivalent full-time Employee.

6.7 Part-time Employees will be engaged for a minimum shift length of 4 hours.

6.8 A part-time Employee's ordinary minimum number of hours per work cycle and wherever possible, the scheduling of those hours, will be agreed in writing at commencement of employment.

6.9 A part-time Employee's ordinary hours of work may be varied by agreement between the Employer and the Employee without any penalty or other additional payment applying to the varied ordinary hours of work, provided that any hours that are not ordinary hours as defined in clause 10 of this Agreement will be paid at the appropriate rate.

- 6.10 Part-time Employees receive the same entitlements as full-time Employees on a pro-rata basis based on their ordinary hours of work.

***Maximum term or project specific employment***

- 6.11 Employees may be engaged on a full time, part time or casual basis for specified period of time, for a specified task, or for the duration of a specified project.
- 6.12 However, at any time, either the Employer or the Employee may end the employment relationship by giving notice in accordance with the terms of this Agreement.
- 6.13 Maximum term employees will receive entitlements relevant to the basis of their employment for the term of employment.

***Casual employment***

- 6.14 A casual Employee is one engaged and paid as such in accordance with the provisions of clauses 6.14 to 6.18.
- 6.15 The Employer, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, the job to be performed, the classification level and the relevant rate of pay.
- 6.16 A casual Employee is entitled to payment for a minimum of four (4) hours' work per engagement.
- 6.17 A casual Employee must be paid a casual loading of twenty-five per cent (25%) in addition to their ordinary hourly rate for ordinary time worked. The casual loading compensates the Employee for any paid entitlements that the Employee is not eligible to receive, including paid annual leave, paid personal/carer's leave, paid compassionate leave, notice of termination, redundancy pay, paid public holidays and other benefits of permanent employment (otherwise than provided for in this Agreement).
- 6.18 A casual Employee is entitled to the relevant penalty rates prescribed by clause 11 - Overtime, clause 14 - Shiftwork and clause 19 – Public Holidays of this Agreement as the case may be. The relevant penalty rates will be paid in addition to the twenty-five per cent (25%) casual loading paid to the Employee for ordinary time worked. For example, where the relevant penalty rate is time and a half (1.5 times), the casual Employee must be paid 1.75 times their ordinary hourly rate applying to the relevant classification.
- 6.19 To the extent permitted by law, if a Court or Commission determines that a casual Employee under this Agreement is not a casual employee at law, and is entitled to permanent employee benefits (as identified in clause 6.17) the 25% casual loading paid for all hours worked to the Employee will be offset against any amount required to be paid by the Employer to the Employee for permanent employee benefits, if the Employer does not make an election in accordance with clause 6.21.
- 6.20 If the Employer forms the reasonable opinion that, due to the Employee's working arrangements, the Employee is no longer a casual employee at law (as distinct from a regular casual employee as defined in clause 6.23), the Employer may vary the employment to either permanent full-time or permanent part-time, following consultation with the Employee and upon 14 days' notice to the Employee. The Employee agrees to do all things necessary to give effect to this sub-clause including signing an updated employment agreement if requested to do so. For the avoidance of doubt, nothing in

this clause alters an Employee's rights under clause 6.35.

- 6.21 If a court or commission determines that the Employee is not a casual employee at law, and is entitled to permanent employee benefits (as identified in clause 6.17), the Employee agrees that either, at the Employer's election:
- (a) the 25% casual loading paid to the Employee during the employment will be offset against any amount required to be paid by the Employer to the Employee for these benefits; or
  - (b) the Employee will be required to repay the Employer, immediately upon demand, the casual loading already paid to the Employee, for the period of employment upon which a court or commission determines constituted permanent or other than casual employment.

### ***Casual Conversion***

- 6.22 An Employee engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 6.23 A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- 6.24 A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 6.25 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 6.26 Any request under this subclause must be in writing and provided to the Employer.
- 6.27 Where a regular casual employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 6.28 Reasonable grounds for refusal include that:
- (e) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of the Agreement – that is, the casual Employee is not truly a regular casual employee as defined in clause 6.23;
  - (f) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (g) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (h) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.



- 6.29 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 6.30 Where the Employer refuses a regular casual employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 27. Under that procedure, the Employee or the Employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 6.31 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing the form of employment to which the Employee will convert – that is, full-time or part-time employment.
- 6.32 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 6.33 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- 6.34 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 6.35 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Employer to require a regular casual employee to so convert.
- 6.36 Nothing in this clause requires the Employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 6.37 The Employer must provide a casual Employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the Employee's first engagement to perform work. In respect of casual employees already employed as at the commencement of this Agreement, the Employer must provide such Employees with a copy of the provisions of this subclause within 3 months of commencing employment.
- 6.38 A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in clause 6.37.

***Probation***

- 6.39 All new Employees will be engaged on a probationary period of three (3) months.
- 6.40 During this period, either party can terminate the employment by giving one (1) weeks' notice or payment in lieu of notice (other than casual Employees).
- 6.41 For casual Employees, employment may be terminated by either party giving four (4) hours' notice.

***Duties***

- 6.42 An Employee's duties and responsibilities may be varied by the Employer, provided that

they are within the Employee's range of skills, qualifications, competence and training as directed from time to time. A change in duties will not result in a change in the Employee's ordinary rate of pay, unless that change results in the Employee performing work at a higher classification.

6.43 At all times in performing their duties and responsibilities, Employees are required to:

- (a) comply with any lawful and reasonable directions given by the Employer;
- (b) use their best endeavors in the performance of work;
- (c) devote the whole of their time and attention to their work; and
- (d) ensure the highest level of safe working practices are adhered to and maintained.

***Stand Down***

6.44 Notwithstanding any other provision in this Agreement, the Employer may stand down an Employee where an Employee cannot be usefully employed by the Employer due to:

- (a) industrial action engaged (other than industrial action engaged in or organised by the Employer);
- (b) a breakdown of equipment (if the Employer cannot reasonably be held responsible for the breakdown); or
- (c) a stoppage of work for any cause for which the Employer cannot be reasonably held responsible,

6.45 If the Employer stands down an Employee under clause 6.44 above, the Employee will not receive payment for the stand down period.

***Inclement Weather***

6.46 Inclement Weather is abnormal climatic conditions (for example heavy rain, hail, high wind, severe dust storm, extreme temperatures) under which it is unsafe for Employees exposed to these conditions to continue working.

6.47 The Employer recognises the increased inherent risk of working in inclement weather, therefore the following general principles apply. This clause is intended to ensure that the parties to this agreement have an agreed understanding about how the general principle of maximising productivity is applied without exposing Employees to unsafe inclement weather conditions.

6.48 An Employee must comply with the Employer's instructions to:

- (i) continue work, when the area in which the Employee is working, is not affected by the unsafe inclement weather; or
- (ii) where operationally practicable, transfer to work to an area of the site not affected by the unsafe inclement weather.

***Fitness for Work***

6.49 Employees must not be adversely affected by alcohol or drugs during working hours.

6.50 Employees must also be medically fit to perform work.

6.51 An Employee who is taking medication, or suffering from any condition, that may affect or limit the Employee's ability to carry out their work safely must advise his/her supervisor both verbally and in writing immediately.

6.52 Employees may be required to undertake random, targeted or 'for cause' drug and alcohol testing. Where there is a positive result on a drug or alcohol test, any subsequent tests to determine fitness for work will be at the Employee's expense.

6.53 For the purposes of clause 6.52 'for cause' includes but is not limited to:

- (a) following an incident or near miss; or
- (b) when the Employer or a client of the Employer reasonably suspects an Employee is or has been under the influence of or affected by alcohol or drugs during working hours or at the work site.

## 7. CLASSIFICATIONS AND WAGE RATES

7.1 Employees engaged in work covered by this Agreement will be paid in accordance with the following classifications and wage rates for Ordinary Hours of work.

| Classification                               | Level | Base Hourly rate | Engagement Period                           |
|--|-------|------------------|---|
| Trades Labourer                              | 1.1   | \$27.18          | Not more than 1 year.                       |
|  | 1.2   | \$27.45          | At least one year but no more than 3 years. |
|  | 1.3   | \$27.73          | More than 3 years.                          |
| Trade Assistant                              | 2.1   | \$29.94          | Not more than 1 year.                       |
|  | 2.2   | \$30.21          | At least one year but no more than 3 years. |
|  | 2.3   | \$30.48          | More than 3 years                           |
| Mechanical Trade or Installer                | 3.1   | \$32.27          | Not more than 1 year.                       |
|  | 3.2   | \$32.55          | At least one year but no more than 3 years. |
|  | 3.3   | \$33.00          | More than 3 years                           |
| Mechanical Trade or Installer (Advanced)     | 4.1   | \$34.55          | Not more than 1 year.                       |
|  | 4.2   | \$34.82          | At least one year but no more than 3 years. |
|  | 4.3   | \$35.09          | More than 3 years                           |
| Electrician A Grade                          | 5.1   | \$37.27          | Not more than 1 year.                       |
|  | 5.2   | \$37.55          | At least one year but no more than 3 years. |
|  | 5.3   | \$37.82          | More than 3 years                           |
| Electrician With Signalling Experience (VOC) | 6.1   | \$39.55          | Not more than 1 year.                       |
|  | 6.2   | \$39.82          | At least one year but no more than 3 years. |
|  | 6.3   | \$40.09          | More than 3 years                           |
| Electrician CERT IV                          | 7.1   | \$41.82          | Not more than 1 year.                       |
|  | 7.2   | \$42.00          | At least one year but no more than 3 years. |
|  | 7.1   | \$46.05          | More than 3 years                           |

7.2 The wage rates set out in clause 7.1 are subject to annual increases (if any) from the

first full pay period after 1 July commencing on the first July the Agreement is in operation and for each year thereafter (up until its nominal expiry date) in accordance with the Australian CPI.

'Australian CPI' means the national consumer price index for Australia, as indicated by the Australian Bureau of Statistics for the weighted average of the eight (8) Australian capital cities as of the full quarters from June to March each year.

7.3 Classification descriptions are contained in Appendix 1.

***Project rates***

7.4 At the absolute discretion of the Employer, Employees assigned to work on a project may be paid wage rates and allowances additional to those prescribed under this Agreement for the work on that project to reflect the site roster arrangements, site location or additional skills or experience required to be utilised for the period they are on the project, provided that:

- (i) the Employees are notified in writing by the Employer that this will be so, prior to the commencement on that project, of the arrangements and rates of pay; and
- (j) overall, the Employees are paid not less than the entitlements under this Agreement.

***Payment of wages***

7.5 Wages shall be paid on a fortnightly basis by electronic fund transfer to an acceptable financial institution nominated by the Employee.

7.6 In accordance with the FW Act, the Employer may seek an authorisation from the Employee to deduct from an Employee's wages, or any monies owing, any overpayment of remuneration or any amount provided for by this Agreement.

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**8. ADDITIONAL ALLOWANCES**

***Leading hand allowance***

8.1 In addition to the ordinary rate of pay for his/her classification, a leading hand appointed in writing as such by the Employer, shall be paid one of the following allowances, per week, in accordance with the table below:

| Number of employees supervised  | Upon commencement of this Agreement: |
|---|--------------------------------------|
| If placed in charge of not less than three and not more than ten (10) other Employees | \$34.30 per week                     |
| If placed in charge of more than ten (10) other                                       | \$44.40 per week                     |

***First aid allowance***

8.2 An Employee who holds the appropriate first aid qualifications (St John Ambulance Workplace First Aid and Advanced Resuscitation or Australian Red Cross Intermediate First Aid) and is appointed in writing by the Employer to perform first aid duties in addition to their usual duties, shall be paid a weekly allowance of \$16.39.

***Tools***

- 8.3 The Employer is to provide for the use of Employees all necessary tools, special purpose tools and precision measuring instruments; therefore no tool allowance is payable.
- 8.4 An Employee will replace or pay for any tools supplied by the Employer if lost or damaged through the Employee's negligence.

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**9. DISTANCE WORK AND MEAL AND ACCOMMODATION ALLOWANCES**

***Qualification***

- 9.1 This clause shall apply when:
- (a) an Employee is employed on a project site at such a distance from the Employee's usual place of residence that the Employee cannot reasonably return to that place each night;
  - (b) the Employee is not in receipt of relocation benefits; and
  - (c) the Employee has provided the Employer with details of their usual place of residence in accordance with clause 9.2.

***Employee's usual place of residence***

- 9.2 On engagement, an Employee must provide the Employer with details of their usual place of residence at the time of application and reasonable documentary proof of those details. No subsequent change of address will entitle an Employee to the provisions of this clause unless the Employer agrees.
- 9.3 The Employee is not entitled to any payment or other benefit under this clause if the Employee has knowingly made a false statement regarding the details required in clause 9.

***Entitlement***

- 9.4 Where an Employee qualifies under clause 9.1 the Employer will:
- (a) provide the Employee with reasonable board and lodging in a well-kept establishment with three (3) adequate meals each day; and
  - (b) where an Employee is required to reside near the project site, provide all board and accommodation free of charge; or
  - (c) if the Employer so agrees, pay a meals and accommodation allowance to be determined by the Employer on a project by project basis at the sole discretion of the Employer.
- 9.5 Meal and Accommodation Allowance is not payable if the Employee is not living away from home or if the Employee is not ready, willing and available to work in accordance with this Agreement (except during periods of authorised leave) or because of industrial action.

***Travelling***

- 9.6 An Employee who is engaged for project site work which qualifies the Employee for the provisions of this clause will be entitled to the following benefits on mobilisation and demobilisation.
- 9.7 The Employee will be provided with appropriate transport to and from the project site.
- 9.8 Where an Employee is required to travel to or from the project site during rostered working hours, the Employee will be entitled to be paid for the time spent travelling during the rostered working hours.
- 9.9 Except as otherwise provided in clause 9.10, an Employee is not entitled to be paid for time spent travelling where travel falls outside of rostered working hours (for example, an Employee will not be entitled to be paid for time spent travelling to the project site either before the start of a roster or after the completion of a roster).
- 9.10 Where an Employee is working at a temporary location from which they are unable to return home on a daily basis, the Employee will be paid travel time between the project site and their Employer provided accommodation at the same rate as if they were working during this travel time.

### ***Accommodation***

- 9.11 Where Employees are provided with accommodation they are required to comply with the relevant rules for that establishment/project site.

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## **10. HOURS OF WORK**

- 10.1 Except as provided in clause 13 Project Working Hours and clause 14– Shiftwork, Ordinary Hours for full-time and part-time Employees will not exceed thirty-eight (38) per week averaged over sixteen (16) weeks. Employees are also required to work reasonable additional hours paid at the applicable overtime rate.
- 10.2 Except as provided in clause 13 Project Working Hours and clause 14– Shiftwork, Ordinary Hours shall be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday (**Ordinary Hours**). The pattern of working hours within the spread of Ordinary Hours may be altered by agreement with an individual Employee or with the majority of Employees at the site, section or sections concerned.
- 10.3 Ordinary Hours shall not exceed ten (10) hours on any day.
- 10.4 Where the Employer wishes to vary the pattern of working hours within the spread of Ordinary Hours, it shall consult with and seek the agreement of the Employees involved. Failing agreement, the Employer shall give those Employees one (1) weeks' notice of the change.

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## **11. OVERTIME**

- 11.1 Subject to the provisions of this clause and except as provided in clause 14- Shiftwork, all work done outside the Ordinary Hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half (1.5 times) for the first two (2) hours and double time (2 times) thereafter.
- 11.2 Overtime performed on:

- (a) Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half (1.5 times) for the first two (2) hours and double time (2 times) thereafter;
- (b) Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time (2 times); or
- (c) Public holidays shall be paid for at the rate of double time and a half (2.5 times).

***Working of overtime***

- 11.3 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten (10) consecutive hours off duty between the work of successive days.
- 11.4 An Employee (other than a casual Employee) who works so much overtime between the cessation of the Employee's ordinary work on one (1) day and the commencement of the Employee's ordinary work on the next day so that the Employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 11.5 If, on instructions of the Employer, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, the Employee shall be paid at double rates (2 times) until released from duty and shall then be entitled to be absent for such period of ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

***Recall***

- 11.6 When an Employee is recalled to work after leaving their shift:
  - (a) the Employee shall be paid for at least four (4) hours at overtime rates; and
  - (b) time reasonably spent in getting to and from work shall be counted as time worked.

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**12. MEAL AND CRIB BREAKS**

***Meal breaks***

- 12.1 The Employer shall structure the working hours to include a thirty (30) minute unpaid meal break to be commenced within the first five (5) hours of work, provided that this may be extended upon agreement between an Employee, or group of Employees, and the Employer.
- 12.2 On Saturdays, Sundays and Public Holidays, an Employee shall be entitled to the above break paid at the applicable rate unless the rostered shift is for five (5) hours or less.
- 12.3 If the Employee is working shiftwork in accordance with clause 14 – Shiftwork, then in lieu of the meal breaks in clauses 12.1 and 12.2, the Employee is entitled to a thirty (30) minute meal break paid at ordinary rates.
- 12.4 A morning tea break paid at ordinary rates will be allowed to each Employee, provided that such break shall not exceed ten (10) minutes duration.



- 12.5 The Employer may stagger the times for Employees to take meal and tea breaks to meet operational requirements.

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### **13. PROJECT WORKING HOURS**

#### ***Alternative working hours***

- 13.1 An Employee may be required to work on a project site or part of a project site that has alternative working hours arrangements.
- 13.2 If, in such a case, the Employer elects to roster the Employee on an alternative working hours arrangement, for that Employee whilst so engaged, ordinary hours for all purposes of this Agreement will not exceed the particular project working hours per week over a specified roster cycle not exceeding sixteen (16) weeks and a maximum shift length not exceeding twelve (12) hours.
- 13.3 Prior to the commencement of an alternative working hours arrangement, the Employer shall consult and seek the agreement of the Employees involved. Failing agreement, the Employer will provide to the Employees concerned one (1) weeks' notice of the commencement of an alternative working hours arrangement.

#### ***RDOs***

- 13.4 An Employee may be required to work on a project site or part of a project site on which hours are arranged on a system which provides Employees the opportunity to accrue rostered days off (**RDO**).
- 13.5 The accrual of RDOs will be subject to prevailing project terms and conditions in accordance with clause 13.4. An Employee will not accrue RDOs unless specifically designated and authorised by the Employer to accrue RDOs in accordance with clause 13.4.

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### **14. SHIFTWORK**

- 14.1 Shiftwork is any arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours 6.00am – 6.00pm Monday to Friday and when Employees are working as such.
- 14.2 The Employer has the right to direct Employees to work shiftwork as required. Prior to the commencement of shiftwork, the Employer shall consult and seek the agreement of the Employees involved. Failing agreement, the Employer will provide to the Employees concerned one (1) weeks' notice of the commencement of shiftwork and the starting and finishing times of Ordinary Hours of the shifts.
- 14.3 Where the Employer directs Employees to work a permanent night shift, they will receive \$7.00 for each hour worked on permanent nightshift, additional to the base rate of pay. This rate will increase by the same percentage as the National Minimum Wage Increase applied to the permanent night shift rate in the Award from the first pay period after 1 July commencing the first July after this Agreement is in operation.

#### ***Hours of work***

- 14.4 Ordinary hours for Employees working shiftwork will not exceed thirty-eight (38) per week averaged over sixteen (16) weeks. Employees are also required to work reasonable additional hours paid at the applicable overtime rate.



- 14.5 Ordinary hours for Employees working shiftwork shall not exceed ten (10) hours on any day. By agreement between the Employer and a majority of Employees concerned, Ordinary Hours can be increased to twelve (12) hours on any day.

***Rates***

- 14.6 An Employee working shiftwork excluding permanent night shift shall receive a flat loading of twenty five per cent (25%) of their ordinary time hourly rate for each hour worked.
- 14.7 Provided that all work performed on a shift, when the major portion of such shift falls on a Saturday, Sunday or public holiday, shall be paid for as follows:
- (a) Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half (1.5 times) for the first two (2) hours and double time (2 times) thereafter;
  - (b) Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time (2 times); and
  - (c) Public Holiday - at the rate of double time and a half (2.5 times).
- 14.8 The Public Holiday rate in clause 14.7(c) will be payable on any Public Holiday mentioned in clause 19.1. However, where a Public Holiday has an additional day or substituted day declared by or under a law of a State or Territory, the Public Holiday rate in clause 14.7(c) will only be payable on the declared additional day or substituted day.
- 14.9 The rates specified in clause 14.7 shall be paid in lieu of the shift loading prescribed in clause 14.6.

***Overtime***

- 14.10 All time worked by a shiftworker in excess of or outside the Ordinary Hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time (2 times).

***Definition for purpose of 5<sup>th</sup> week of annual leave***

- 14.11 For the purpose of the additional week of leave provided by the National Employment Standards (**NES**) (see clause 16.2 - Annual Leave), a shiftworker means an Employee who is:
- (a) engaged to work in a system of continuous shifts rostered twenty-four (24) hours a day, seven (7) days per week without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer); and
  - (b) regularly rostered to work those shifts; and
  - (c) regularly works on Sundays and public holidays.

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**15. PROTECTIVE EQUIPMENT AND CLOTHING**

- 15.1 All Employees shall be issued with the following appropriate protective equipment. Employees will be issued with protective equipment that adheres to state requirements.

| Period of engagement           | Footwear                  | Workpants | Shirts   |
|--------------------------------|---------------------------|-----------|--|
| Less than 1 Month engagement   | 1 Pair of Safety Footwear | 1 Pair    | 2 x Hi Vis Long Sleeve Shirts Compliant to the Relevant Network Requirements |
| 1 month to 6 months engagement | 1 Pair of Safety Footwear | 2 Pairs   | 3 x Hi Vis Long Sleeve Shirts Compliant to the Relevant Network Requirements |
| Over 6 months engagement       | 1 Pair of Safety Footwear | 3 Pairs   | 5 x Hi Vis Long Sleeve Shirts Compliant to the Relevant Network Requirements |

- 15.2 In addition to the above Employees who are engaged for longer than four (4) weeks between 1 April and 31 August in any year shall be entitled to a one-off issue of a good quality cotton work jacket.
- 15.3 Consistent with the instructions provided during any project site orientation and induction process, protective clothing and equipment must be worn correctly at all times and helmets and other work clothing must not be painted, marked, contain stickers or drilled or modified in any way.
- 15.4 Re-issue of the specified clothing shall be on the basis of fair wear and tear provided the worn out item(s) is produced for replacement.

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## 16. ANNUAL LEAVE

- 16.1 Annual leave is provided for in the NES.
- 16.2 For each year of service the NES entitles Employees to:
- (a) Four (4) weeks of paid annual leave; or
  - (b) Five (5) weeks of paid annual leave if the Employee is a shiftworker. For this purpose, a shift worker is defined in clause 14.11 – Shiftwork of this Agreement.
- 16.3 Under the NES, annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. Annual leave does not accrue during any period of unpaid leave or unauthorised absence.
- 16.4 Annual leave can be taken by agreement between the Employer and Employee following a request by the Employee to take accrued annual leave. Leave approval is subject to the operational requirements of the workplace but shall not be unreasonably withheld.
- 16.5 The Employer may direct the Employee in writing to take one or more periods of annual leave, provided that:
- (a) the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker (**excessive leave accrual**));
  - (b) the Employer has genuinely tried to reach agreement with the Employee on how to reduce or eliminate the excessive leave accrual but agreement is not reached;
  - (c) the direction to take one or more periods of annual leave does not result in the

Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks;

- (d) the direction to take one or more periods of annual leave does not require the Employee to take any period of paid annual leave of less than one week;
  - (e) the direction to take one or more periods of annual leave does not require the Employee to take any period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (f) the direction to take one or more periods of annual leave is not inconsistent with any leave arrangement agreed by the Employer and the Employee.
- 16.6 Annual leave is paid at ordinary rate of pay. Employees are not entitled to annual leave loading.
- 16.7 By written agreement, the Employer and Employee may agree to the Employee taking a period of annual leave in advance of the entitlement accruing.
- 16.8 If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with clause 16.7, the Employer may deduct from any money due to the Employee on termination, an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- 16.9 By written agreement, the Employer and the Employee may agree to the cashing out of a particular amount of accrued annual leave by the Employee each twelve (12) months, provided that:
- (a) paid annual leave cannot 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;
  - (b) each cashing out of a particular amount of paid annual leave must be by a separate written agreement in writing between the Employer and the Employee;
  - (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave; and
  - (d) the maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 16.10 This clause shall not apply to casual Employees.

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## **17. PERSONAL/CARER'S LEAVE**

17.1 Personal/carer's leave entitlements are provided for in the NES.

### ***Paid personal/carer's leave***

17.2 The NES entitles Employees (other than casual Employees) to ten (10) days of paid personal/carer's leave for each year of service.

17.3 Under the NES, paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year

to year. Paid personal/carer's leave does not accrue during any period of unpaid leave or unauthorised absence.

17.4 Under the NES, paid personal/carer's leave may only be taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

17.5 Paid personal/carer's leave may not be taken in advance of accrual.

17.6 Under the NES, an Employee (other than a casual Employee) shall be paid for any period of paid personal/carer's leave at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.

***Unpaid carer's leave***

17.7 Unpaid carer's leave entitlements are provided for in the NES.

17.8 The NES entitles Employees (including casual Employees) to two (2) days of unpaid carer's leave for each occasion (a ***permissible occasion***) when a member of their immediate family or household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

17.9 Under the NES:

- (a) an Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 17.8;
- (b) an Employee may take unpaid carer's leave for a particular permissible occasion as:
  - (i) a single continuous period of up to two (2) days; or
  - (ii) any separate periods to which the Employee and the Employer agree;
- (c) an Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

***Notice and evidence requirements (paid and unpaid personal/carer's leave)***

17.10 An Employee who is unable to attend work must notify the Employer as soon as practicable of his/her inability to attend work, the estimated duration of the absence and the reason for the absence. Generally, this should occur before the commencement of the Employee's shift.

17.11 An Employee who has given notice of the taking of personal/carer's leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is

being taken for the specified reason.

- 17.12 An Employee is not entitled to take paid or unpaid personal/carer's leave under the NES unless the Employee complies with these notice and evidence requirements.

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## 18. COMPASSIONATE LEAVE

- 18.1 Compassionate leave entitlements are provided for in the NES.

- 18.2 The NES entitles Employees (including casual Employees) to two (2) days of compassionate leave for each occasion (a ***permissible occasion***) when a member of their immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

### ***Permissible occasions***

- 18.3 Under the NES:

- (a) an Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 18.2; or
  - (ii) after the death of the member of the Employee's immediate family or household referred to in clause 18.2.
- (b) an Employee may take compassionate leave for a particular permissible occasion as:
  - (i) a single continuous two (2) day period; or
  - (ii) two (2) separate periods of one (1) day each; or
  - (iii) any separate periods to which the Employee and the Employer agree.
- (c) if the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### ***Payment***

- 18.4 Under the NES:

- (a) an Employee (other than a casual Employee) shall be paid for any period of compassionate leave at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.
- (b) for casual Employees, compassionate leave is unpaid leave.

***Notice and evidence requirements***

- 18.5 An Employee who wishes to take compassionate leave must notify the Employer as soon as practicable of the reason for and estimated period of the leave. Generally, this should occur before the commencement of the Employee's shift.
- 18.6 An Employee who has given notice of the taking of compassionate leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for that reason.
- 18.7 An Employee is not entitled to take compassionate leave under the NES unless the Employee complies with the notice and evidence requirements in this Agreement.

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**19. PUBLIC HOLIDAYS**

- 19.1 The following days shall be observed as public holidays (**Public Holidays**):

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) Labour Day;
- (g) Foundation Day (Western Australia only);
- (h) Sovereign's Birthday;
- (i) Christmas Day (25 December); and
- (j) Boxing Day (26 December),

provided that, if any other day declared by or under a law of a State or Territory is generally observed in a locality as an additional day or as a substitute day for any of the said holidays, the additional day shall also be observed or the day so substituted shall be observed.

- 19.2 Employees (other than casual Employees) who, because it is a Public Holiday, are not required to work on a day on which they are normally required to work will be paid for the ordinary hours normally worked on that day.

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**20. LONG SERVICE LEAVE**

Long service leave entitlements are provided for in applicable legislation.

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**21. PARENTAL LEAVE**

Parental leave entitlements are provided for in the NES.

## **22. COMMUNITY SERVICE LEAVE**

Unpaid leave for voluntary emergency management activities and leave for jury service are provided for in the NES.

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## **23. DEFENCE SERVICE LEAVE**

Unpaid leave for Defence reservist service or training.

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## **24. DOMESTIC VIOLENCE LEAVE**

24.1 This clause applies to all Employees, including casuals.

24.2 In this clause:

- (a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- (b) family member means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of family member in clause 24.2(b)(i) includes a former spouse or de facto partner.

24.3 An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

24.4 An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

24.5 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.



- 24.6 An employee must provide the Employer notice of the taking of leave by the Employee under clause 24. The notice:
- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the Employer of the period, or expected period, of the leave.
- 24.7 An Employee who has given the Employer notice of the taking of leave under clause 24 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 24.4.
- 24.8 The Employer will take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 24 is treated confidentially, as far as it is reasonably practicable to do so.
- 24.9 Nothing in clause 24 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- 24.10 An Employee is not entitled to take leave under clause 24 unless the Employee complies with clause 24.

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## **25. SUPERANNUATION**

- 25.1 The Employer will make superannuation contributions for each Employee equal to the amount that the Employer must contribute to a superannuation fund or retirement savings account on behalf of the Employee to avoid being liable for the superannuation guarantee charge under the *Superannuation Guarantee Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 25.2 Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into an eligible fund nominated by the Employer.

### ***Voluntary employee contributions***

- 25.3 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as referred to in Clause 25.2.

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## **26. TERMINATION OF EMPLOYMENT**

- 26.1 Except in the case of casual Employees, the contract of employment may be terminated at any time by:
- (a) the Employer giving the Employee written notice in accordance with the table below; or
  - (b) the Employee giving the Employer notice in accordance with the table below:



| Employee's period of continuous employment  | Period of notice |
|---|------------------|
| Not more than 1 year                        | 1 week           |
| More than 1 year but not more than 3 years  | 2 weeks          |
| More than 3 years but not more than 5 years | 3 weeks          |
| More than 5 years                           | 4 weeks          |

- 26.2 The period of notice to be given by the Employer is increased by one (1) week if the Employee is over forty-five (45) years of age and has completed at least two (2) year's continuous service with the Employer. The Employee will not be required to provide additional notice because of age.
- 26.3 For casual Employees, employment may be terminated by either party giving four (4) hours' notice.
- 26.4 Instead of providing notice, the Employer may provide the Employee with payment in lieu of notice for the period of notice not provided. Payment shall be the total of all amounts that, if the employment had continued until the end of the required notice period, the Employer would have become liable to pay.
- 26.5 If an Employee, who is over 18 years old, fails to provide the required notice, the Employer may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee. Any deduction made in accordance with this clause must not be unreasonable.
- 26.6 This clause does not operate so as to prevent an Employee and the Employer from agreeing to accept a greater or lesser amount of notice period when terminating the employment. If the Employer has agreed to a shorter period of notice than is required by this clause, no deduction in accordance with clause 25.5 can be made.
- 26.7 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct, and in such cases, wages shall be paid up to the time of dismissal only.

***Job search entitlement***

- 26.8 Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- 26.9 The time off under clause 26.8 is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 26.10 Casual Employees are not entitled to the job search entitlement under clause 26.8 and 26.9.

***Return of property***

- 26.11 On the termination of employment, or at any other time required by the Employer, the Employee must return all Employer property.

***Abandonment***

- 26.12 Should an Employee have three (3) consecutive days of unauthorised absence from work, the Employee shall be deemed to have abandoned their employment, unless, through exceptional circumstances they have been

unable to communicate their absence to the Employer. The Employer will not remove the Employee's entitlement under the NES to notice of termination or payment in lieu where the Employee's employment is terminated by the Employer.

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## **27. REDUNDANCY**

27.1 Redundancy entitlements are provided for in the NES.

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## **28. DISPUTE SETTLEMENT PROCEDURE**

28.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute.

28.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

28.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and relevant supervisors and/or management.

28.4 Discussions should commence with a level of supervision or management appropriate to the particular dispute. If the dispute is not resolved at that level, discussions should involve the Employer's senior project manager.

28.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

28.6 The FWC may deal with the dispute in 2 stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

28.7 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

28.8 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe;
- (ii) applicable occupational safety and health legislation would not permit the work to be performed;
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

28.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

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## **29. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

29.1 The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of this Agreement (in relation to the Employer and the Employee), in order to meet the genuine needs of the Employer and the Employee.

29.2 The IFA must be genuinely agreed to by the Employer and the Employee.

### ***Terms which may be varied***

29.3 The terms of this Agreement the effect of which may be varied by an IFA are the following:

- (a) Clause 8 – Additional Allowances;
- (b) Clause 9 – Distant Work and Meal and Accommodation Allowances;
- (c) Clause 10 – Hours of work;
- (d) Clause 11 – Overtime (and penalty rates);
- (e) Clause 12 – Meal and crib breaks; and
- (f) Clause 14 – Shiftwork.

### ***The Employer must ensure***

29.4 The Employer must ensure that:

- (a) the IFA is in writing;
- (b) the IFA includes the name of the Employer and the Employee;
- (c) the IFA includes details of:
  - (i) the terms of the Agreement that will be varied by the IFA;
  - (ii) how the IFA will vary the effect of the terms of the Agreement; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA;
- (d) the IFA states the day on which the IFA commences;
- (e) the IFA is about matters that would be permitted matters under section 172 of

the FW Act;

- (f) the IFA does not include a term that would be an unlawful term under section 194 of the FW Act;
- (g) the IFA is signed in all cases by the Employer and the Employee (and if the Employee is under eighteen (18) years of age by a parent or guardian of the Employee); and
- (h) a copy of the IFA is given to the Employee within fourteen (14) days after it is agreed to.

29.5 If the Employer wishes to initiate the making of an IFA it will:

- (a) give the Employee a written proposal; and
- (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.

29.6 The Employer or the Employee may terminate the IFA:

- (a) by either the Employer or the Employee giving twenty-eight (28) days written notice; or
- (b) if the Employer and Employee agree in writing — at any time.

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### **30. CONSULTATION TERM**

30.1 This term applies if the Employer:

- (a) 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
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees, other than an Employee whose working hours are irregular, sporadic or unpredictable.

#### ***Major Change***

30.2 For major change referred to in clause 30.1(a):

- (a) The Employer must give notice of the changes to all relevant Employees of the decision to introduce the major change; and
- (b) Clauses 30.3 to 30.6 apply.

30.3 The relevant Employees may appoint a representative for the purpose of procedures of this term.

30.4 If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- (b) The Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

30.5 As soon as practicable after making its decision, the Employer must:

- (a) 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 Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) For the purposes of the discussion — provide, in writing, to the relevant Employees:
  - (i) All relevant information about the change including the nature of the changed proposed; and
  - (ii) Information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.
- (c) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (d) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (e) If a term in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 30.2(a) and clauses 30.3 and 30.5 are taken not to apply.

30.6 In clauses 30.2 to 30.6, a major change is likely to have a significant effect on the Employees if it results in:

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

30.7 Where this Agreement makes provision for alteration of any of the matters defined at clause 29.6 such alteration is taken not to have significant effect.

***Change to regular roster or ordinary hours of work***

30.8 For a change referred to in clause 30.1(b):

- (a) The Employer must notify the relevant Employees of the proposed change; and
- (b) Clauses 30.9 to 30.13 apply.

30.9 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

30.10 If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

30.11 As soon as practicable after making its decision, the Employer must:

- (a) Discuss with the relevant Employees the introduction of the change; and
- (b) 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; and
  - (ii) Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (iv) Invite the relevant Employees and their representative (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

30.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

30.13 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

30.14 In this clause relevant Employees means the Employees who may be affected by a change referred to in Clause 30.1.

### **31. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 31.1 An Employee may request change in working arrangements.
- 31.2 Clause 31 applies where an Employee has made a request for a change in working arrangements under s.65 of the FW Act.
- 31.3 Before responding to a request made under s.65 of the FW Act, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- (a) the needs of the Employee arising from their circumstances;
  - (b) the consequences for the Employee if changes in working arrangements are not made; and
  - (c) any reasonable business grounds for refusing the request.
- 31.4 Clause 31.4 applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 31.3.
- (a) The written response under s.65(4) of the FW Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
  - (b) If the Employer and Employee could not agree on a change in working arrangements under clause 31.3, the written response under s.65(4) of the FW Act must:
    - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
    - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.
- 31.5 What the written response must include if a different change in working arrangements is agreed If the Employer and the Employee reached an agreement under clause 31 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 31.6 Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 31, can be dealt with under clause 28—Dispute Settlement Procedure.

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### **32. NO EXTRA CLAIMS**

- 32.1 During the term of this Agreement there shall be no extra claims for any changes in remuneration or conditions of employment. The Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship between the Employer and its Employees.

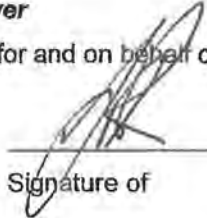
- 32.2 The wages, allowances, payments, conditions etc. as detailed in this Agreement are acknowledged and recognised as covering all circumstances, conditions and disabilities encountered.



## SIGNATURES

### Employer

Signed for and on behalf of RMC Signalling and Electrical Pty Ltd (ACN 627 041 221)

  
Signature of

Jeff Rowlands  
Name of person authorised

Date: 9 / 10 / 2020

Operations Manager

Position Held

Unit 1 58 Tarlton Crescent Perth Airport West Australia


6105

Address

Post Code

### For Employees

Signed on behalf of the Employees covered by this agreement

  
Signature of

Kurt French  
Name of Employee

Date: 9 / 10 / 2020

Employee Representative

Authority to sign (position): Employee of RMC Signalling and Electrical Pty Ltd and bound by the RMC Signalling and Electrical Pty Ltd Enterprise Agreement 2019:

Signal Electrician / EA Bargaining Representative

Unit 1, 58 Tarlton Crescent, Perth Airport West Australia

6105

Address

Post Code

### For The Australian Rail Tram and Bus Industry Union (RTBU)

Signed on behalf of the Australian Rail Tram and Bus Industry Union

  
Signature of

Mark Diamond  
Name

Date: 14/10/20

Position Held:

National Secretary

Address

Suite 210/4-10 Coulson St Sydney

## APPENDIX 1 - Classifications

### Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee's skills, competence and training.

| Level | Classification Example        | Primary Objective of Role  | Qualifications/Experience Required  |
|-------|-------------------------------|--|---|
| 1     | Trades Labourer               | The primary objective of this position is to assist Employees at higher classification levels, including trades persons.   | <ul style="list-style-type: none"> <li>• General labouring &amp; cleaning duties.</li> <li>• Uses handheld machinery / tools.</li> <li>• Manual work tasks</li> <li>• Ability to adhere to safe work instructions</li> <li>• Take instructions/directions</li> <li>• Able to work at heights where required.</li> <li>• Able to work in confined space if required.</li> <li>• Work in the rail reserve</li> </ul>  |
| 2     | Trade Assistant               | The primary objective of this position is to assist Employees at higher classification levels, including trades persons. Has the skill and certification to operate some machinery & equipment | <p>Meet all requirements for Level 1 plus:</p> <ul style="list-style-type: none"> <li>• Has certification to operate machinery</li> <li>• Experienced in use of equipment</li> <li>• Working on rail experience</li> <li>• Construction Experience</li> <li>• Trades Assistant experience</li> <li>• Has current driving licence</li> <li>• Completes safe working documentation for own tasks i.e. Take 5s</li> <li>• Accepts on job learning</li> </ul> |
| 3     | Mechanical Trade or Installer | The primary objective of this position is to perform various tasks exercising basic work skills individually or under supervision. Assists Mechanical trades persons.                          | <p>Meet all requirements for Level 2 plus:</p> <ul style="list-style-type: none"> <li>• Experienced in trenching works</li> <li>• Experienced in concreting &amp; form Work</li> <li>• Working on rail experience</li> <li>• Construction Experience</li> <li>• HR driving licence</li> <li>• Excavator Operator</li> <li>• Hiab crane operator</li> <li>• Mechanical aptitude</li> <li>• Manual Works where required.</li> </ul>                         |

|          |   |   |  |
|----------|---|---|--|
| <b>4</b> | <b>Mechanical Trade or Installer (Advanced)</b>     | The primary objective of this position is application of knowledge, skills, and experience of task associated Mechanical works.             | <p>Meet all requirements for Level 3 plus</p> <ul style="list-style-type: none"> <li>• Recognises and has ability to addresses basic faults in machinery or equipment.</li> <li>• Mechanical trade certified or equal level</li> <li>• Ability to read signal schematic plans</li> <li>• Ability to complete job safety documentation for self and work group.</li> <li>• Can undertake maintenance tasks.</li> <li>• Can complete any required documentation to client acceptable timeframe and standards</li> <li>• Proven planning and organisational skills.</li> </ul>  |
| <b>5</b> | <b>Electrician A Grade)</b>                         | The primary objective of this position is application of knowledge, skills, and experience of task associated electrical works as directed. | <ul style="list-style-type: none"> <li>• Holds current electrical licence</li> <li>• Ability to read electrical schematic plans</li> <li>• Manual work tasks</li> <li>• Ability to complete job safety documentation for self and work group.</li> <li>• Experience in electrical installation works and terminations.</li> <li>• Can complete any required documentation to client acceptable timeframe and standards</li> <li>• Ability to</li> <li>• Take instructions/directions</li> <li>• Able to work at heights where required.</li> <li>• Able to work in confined space if required.</li> <li>• Proven planning and organisational skills.</li> <li>• Can use and understand electrical testing meters</li> <li>• Has current driving licence</li> <li>• Current First Aid certificate</li> <li>• Current LV Rescue Certificate</li> <li>• Work in the rail reserve</li> </ul> |
| <b>6</b> | <b>Electrician With Signalling Experience (VOC)</b> | The primary objective of this position is application of knowledge, skills, and experience of task associated signalling works as directed. | <p>Meet all requirements for Level 5 plus:</p> <ul style="list-style-type: none"> <li>• Holds a current RIW card</li> <li>• Proven ability to read signalling technical drawings and schematic plans</li> <li>• Mark up signalling drawings to reflect changes/alterations where required.</li> <li>• Can conduct testing and monitoring procedures</li> <li>• Technical installation works.</li> <li>• Fault rectification and maintenance experience</li> <li>• All round good communication skills</li> <li>• Proven experience in working within a team environment.</li> <li>• Open cabler licence</li> <li>• Good computer skills</li> <li>• High level of safe working</li> <li>• Participation in training courses</li> <li>• Keen to upskill.</li> </ul>  |
| <b>7</b> | <b>Electrician CERT IV</b>                          | The primary objective of this role is application of knowledge, skills, and experience of task associated signalling works as directed.     | <p>Meets all requirements for Level 6 plus:</p> <ul style="list-style-type: none"> <li>• Current Cert IV certified or ability to obtain it through experience.</li> <li>• Experienced in intricate signalling and control systems</li> <li>• Experienced in Installing, maintaining, and fault-finding rail signalling equipment</li> </ul>  |

|  |  |  |   |
|--|--|--|---|
|  |  |  | <ul style="list-style-type: none"><li>• Testing and commissioning of signalling equipment, including track equipment (point machines, DED's), location cases and SER's.</li><li>• Assist Functional testing and commissioning of level crossings</li><li>• Supervise teams to ensure targets are met in a safe and timely manner</li><li>• Provides leadership through supervising and mentoring staff</li><li>• Ensure all works are carried out in a safe and compliant manner to the current standards &amp; procedures.</li></ul> |
|--|--|--|---|