



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

DT Infrastructure Pty Ltd
(AG2025/2292)

DTI WA RAIL ENTERPRISE AGREEMENT 2024

Building, metal and civil construction industries

COMMISSIONER ROGERS

ADELAIDE, 8 AUGUST 2025

Application for approval of the DTI WA Rail Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *DTI WA Rail Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by DT Infrastructure Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The copy of the Agreement filed with the application for approval did not contain a signature page in the terms required by s.185 of the Act and Regulation 2.06A of the *Fair Work Regulations 2009* (**the Regulations**). A copy of the Agreement with an amended signature page was later filed that met the requirements of the Act and Regulations. I consider it appropriate in the circumstances to allow the amendment of the application pursuant to s.586(a) of the Act.

[3] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[4] I note that the following clauses in the Agreement appear to be inconsistent with the National Employment Standards (the NES):

- **Casual Conversion** – Agreement clause 10.4 states that the regular systemic period required for casual conversion is at least 12 months. This is inconsistent with s. 66 of the Act where it states that the regular systemic period is for at least 6 months.
- **Notice of termination** – Agreement clause 19.2 states “If an Employee fails to give the required notice or fails to work out the required notice period, the Employer may deduct from monies owing to the Employee upon termination, an amount equivalent to the wage the Employee would have earned for working the balance of the required notice period”. As the source from which monies may be deducted has not been specified, this clause appears to permit the employer to deduct monies owing to the employee under the NES.
- **Redundancy** – Agreement clause 19.5 states “Where an Employee is offered suitable alternative employment as part of a transmission/transfer of business or redeployment

process, and does not accept that offer of employment, the Employee will not be entitled to redundancy provisions”. This clause does not state that the employer must apply to the Commission for a variation and therefore appears inconsistent with s.120 of the Act.

- **Compassionate leave** – The entitlement to compassionate leave provided by clause 18.3 of the Agreement does not appear to provide leave after the stillbirth of a child of the employee or a member of the employee’s immediate family or household as per s.105(1)(b) of the Act or after the employee or the employee’s spouse or de facto partner has a miscarriage as per s.105(1)(c) of the Act.

[5] Noting clause 4(c) of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Australian Rail, Tram and Bus Industry Union (**ARTBIU**) lodged a Form F18 statutory declaration giving 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 the Agreement covers the ARTBIU.

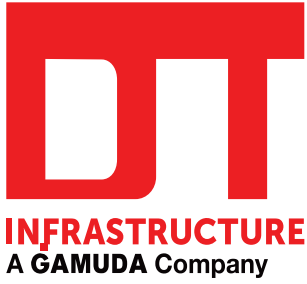
[7] The Agreement is approved and will operate in accordance with s.54 of the Act from 15 August 2025. The nominal expiry date of the Agreement is 15 August 2028.



COMMISSIONER

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DTI WA Rail Enterprise Agreement 2024



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1. TITLE AND COMMENCEMENT

- a) This Agreement shall be known as the DTI WA Rail Enterprise Agreement 2024 (**Agreement**).
- b) This Agreement will commence operation 7 days after it is approved by the Fair Work Commission and will have a nominal expiry date of three (3) years after the commencement date.
- c) This Agreement will continue to operate after its nominal expiry date until terminated or replaced.

2. DEFINITIONS

For the purposes of this agreement:

| Term | Definition |
|--------------------------------|--|
| Accident Pay | means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their Ordinary Rate for 38 hours work, and any RDO accrued entitlements prescribed by the Hours of Work and shift work clauses. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the Ordinary Rate for that period. The Ordinary Rate does not include over award payments, shift loadings or overtime. |
| Act | means the <i>Fair Work Act 2009</i> (Cth). |
| Agreement | means the DTI WA Rail Enterprise Agreement 2024. |
| All Purpose | means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on leave. |
| Casual Employee | has the meaning given by section 15A of the Act. |
| Drive In Drive Out (DIDO) | means travelling to and from distant work without travelling by aircraft for any part of the journey. |
| Employer | means DT Infrastructure Pty Ltd (ABN 39 665 782 730). |
| Employee and Employees | means an Employee of the Employer to whom this Agreement applies as defined in Clause 3.2. |
| Fly In Fly Out (FIFO) | means travelling to and from distant work where an aircraft is used for part of the journey. |
| NES | means the National Employment Standards under the Fair Work Act. |
| Ordinary Hours | means the hours of work described in Clause 11.1 of this Agreement. |
| Overtime | means work performed outside of or in addition to an Employee's ordinary hours. Overtime can be worked before or after ordinary hours of work. |
| Ordinary Rate | means the wages paid to an Employee for working Ordinary Time hours as described in 11.1 (a) of this Agreement. |
| Point of Hire (POH) | means the Employee's designated work depot or Usual Place of Residence (UPR) for Drive In Drive Out or Perth Airport for Fly In Fly Out, that will determine an Employee's eligibility to access provided transport to remote sites. |
| Usual Place of Residence (UPR) | means the home address of an Employee declared at the commencement of employment with the employer and upon the provision of evidence to the satisfaction of the employer. |

3. APPLICATION AND COVERAGE

3.1 Parties Bound

This agreement covers:

- a) DT Infrastructure Pty Ltd (ABN 39 665 782 730) (**DTI or Employer**); and
- b) All Employees engaged in the business described in Clause 3.2 and in any of the classifications referred to in Clause 3.2 and Appendix 1 (**Employees**); and
- c) The Australian Rail Tram and Bus Industry Union, Western Australia (**RTBU**).

3.2 Application

- a) This Agreement shall apply to employees covered by the Rail Worker Classifications in Appendix 1, who are engaged in the rail infrastructure maintenance, renewal and construction, and perform work

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in Western Australia (WA). Rail Infrastructure includes structures, track, buildings, land and equipment which support rail lines.

- b) Rail infrastructure does not include any Rail Electrical, Signalling or Communications works.

4. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS

- a) This Agreement operates to the exclusion of any award or other industrial instrument.
- b) Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement.
- c) References to entitlements provided for in the National Employment Standards (NES) of the FW Act and other legislation are:
 - i) For information only and do not incorporate those entitlements into this Agreement; and
 - ii) Not intended as a substitute for the detailed provisions of the NES and other legislation. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency.

5. OBJECTIVES

The parties agree that the intent of this Agreement is to achieve productivity improvements that allow the Employer to compete within the marketplace by:

- a) Making all parties aware of their accountability in the contracting process within the employer's operations.
- b) Encouraging Employees to accept responsibility for their role in managing the overall performance of the Employer, including its subcontractors.
- c) Embedding Employee management practices that promote a shared responsibility for skill development, learning, teamwork, participation, performance, flexibility and communication, and maintaining a safe working environment.
- d) Promoting a working environment that allows the achievement of the above through Employee participation in work processes, including health and safety initiatives; and attention to quality, safe working practices and continuous improvement.
- e) Maintaining standards of conduct and attendance necessary to ensure safe, efficient and cooperative operations.
- f) Engaging in strategies to develop the Employer's competitive position in the market, to help improve levels of job security.
- g) Developing a clear understanding by Employees of the goals and objectives of the Employer.
- h) Avoiding any action that might disrupt the continuity of services to its customer, or in any way reduce the effectiveness of the Employer's business.
- i) The parties agree that the measures in this Agreement, properly implemented and carried out, will assist the achievement of these objectives; and The Employer will keep a copy of this Agreement in a place accessible by Employees.

6. NO EXTRA CLAIMS

It is a term of this Agreement that the parties and each of the employees bound by this Agreement will not support or advance any other or extra claims against the Employer for so long as this Agreement remains within its nominal term.

7. FLEXIBILITY

- a) DTI and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement where the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed.
 - ii. overtime rates.
 - iii. penalty rates.

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- iv. allowances.
- v. leave loading; and

The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and the arrangement is genuinely agreed to by the employer and employee.

- b) DTI will ensure the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- c) DTI will ensure the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- e) DTI will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- f) DTI or the Employee may terminate the individual flexibility arrangement:
 - i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the employer and employee agree in writing — at any time.

8. CONSULTATION

8.1 Major Change

This term applies if DTI:

- 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.
- For a major change referred to in paragraph a)
- i. the employer must notify the relevant employees of the decision to introduce the major change; and
 - ii. subclauses (c) to (h) apply.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term
 - d) DTI will recognise the representative if:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative.
 - e) As soon as practicable after making its decision, DTI will:
 - i. consult with the relevant employees:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the employees; and
 - c. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii. for the purposes of the consultation - provide, in writing, to the relevant employees:
 - a. all relevant information about the change including the nature of the change proposed;

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

8.2 Change to regular roster or ordinary hours of work

- a) For a change referred to in paragraph (8.1) (b):
 - i. the employer must notify the relevant employees of the proposed change; and
 - ii. subclauses 8.1. (b) to (g) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) DTI will recognise the representative, if:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative.
- d) As soon as practicable after proposing to introduce the change, the employer must:
 - i. consult with the relevant employees the introduction of the change; and
 - ii. for the purposes of the consultation—provide to the relevant employees:
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - c. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - d. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- g) In this term, **relevant employees** means the employees who may be affected by a change referred to in subclause 8.1(a).

9. DISPUTE RESOLUTION

- a) This term sets out procedures to settle the dispute If a dispute relates to:
 - i. a matter arising under the agreement; or
 - ii. the National Employment Standards.

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- b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- c) 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 and relevant supervisors and/or management.
- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- e) The Fair Work Commission may deal with the dispute in 2 stages:
 - i. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on the parties.
- f) If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- g) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- h) While the parties are trying to resolve the dispute using the procedures in this term:
 - i. 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
 - ii. 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:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the employee to perform; or
 - d. there are other reasonable grounds for the employee to refuse to comply with the direction.
- i) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

10. CONTRACT OF EMPLOYMENT

The contract of employment will be on a full-time, part-time, casual, fixed or specific term or task basis, unless otherwise advised on engagement, as defined.

10.1 Full Time Employment

A full-time employee is an Employee who works an average of 38 ordinary hours per week.

10.2 Part Time Employment

- a) A part-time employee is an employee who works an average of less than 38 ordinary hours per week and has reasonably predictable hours of work.
- b) For each ordinary hour worked, a part-time employee will be paid no less than the ordinary hourly rate for the relevant classification and pro rata entitlements for those hours.
- c) DTI will inform a part-time employee of the ordinary hours of work and the starting and finishing times.
- d) Before commencing a period of part-time employment, the employee and DTI will agree in writing:
 - i. that the employee may work part-time.
 - ii. upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work.
 - iii. upon the classification applying to the work to be performed; and

- iv. upon the period of part-time employment.
- e) The terms of an agreement may be varied, in writing, by consent.
- f) DTI will provide a copy of the agreement, and any variation made in accordance with clause 10.1, to the employee.

10.3 Casual Employment

- a) A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits.
- b) DTI will inform the employee, in writing, that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, and the relevant rate of pay.
- c) A casual employee is entitled to payment for a minimum of 4 hours' work per engagement, plus the relevant fares and travel allowance and expenses prescribed by clause 16 (Distant Work) on each occasion they are required to attend work.
- d) A casual employee will be paid a casual loading of 25% for ordinary hours as provided for in this Agreement. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.
- e) A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 14 - Overtime and 12.2 - Shift Penalties, provided that:
 - i. where the relevant penalty rate is 150%, the employee must be paid 175% of the ordinary hourly rate prescribed for the employee's classification; and
 - ii. where the relevant penalty rate is 200%, the employee must be paid 225% of the ordinary hourly rate prescribed for the employee's classification.
 - iii. A casual employee required to work on a public holiday prescribed by the NES must be paid 275% of the ordinary hourly rate prescribed for the employee's classification.
- f) NOTE: The overtime and weekend work penalty rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.3 (d). to the overtime and weekend work penalty rates prescribed by clause 14.
- g) The employment of a casual Employee will be on a casual basis and shall commence on each engagement and cease at the completion of each engagement.
- h) A casual Employee may be offered subsequent engagements, and such offers of engagement may be in accordance with a pattern previously or subsequently offered to the casual Employee, although the Employer is under no obligation to do so. The casual Employee may accept such engagements, although the casual Employee is under no obligation to do so.
- i) In circumstances where an ongoing Employee is credited with leave as a result of subclause c) (above), the leave will be deemed to have already been paid, and may be taken as unpaid leave, to the extent that the value of that leave has been set off against the casual Employee's all-purpose rate.
- j) On each occasion a casual Employee is required to attend work the Employee must be paid for a minimum of 4 hours work. In order to meet their personal circumstances a casual Employee may request, and the Employer may agree to an engagement of less than the minimum 4 hours.
- k) Despite the provisions of subclause (a), a casual Employee's employment may be terminated with 1 hours' notice by either the Employee or the Employer.

10.4 Casual Conversion

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. Or:

- a) A Casual Employee who has worked a pattern of hours on a regular and systematic basis for a continuous period of at least 12 months (a Regular Casual Employee) may request in writing to the Employer to have their employment converted to Full Time Employment.

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- b) Where a Regular Casual Employee has requested to convert to Full Time Employment, the Employer may agree to or refuse the request in writing within 21 days.
- c) The request may only be refused on reasonable grounds and after there has been consultation with the Employee. Reasonable grounds for refusal include that:
 - i. it would require a significant adjustment to the Casual Employee's hours of work in in clause 2 - Definitions.
 - ii. it is known or reasonably foreseeable that the Regular Casual Employee's position will cease to exist within the next 12 months.
 - iii. 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
 - iv. 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 times during which the Employee is available to work.
- d) Where it is agreed that a Regular Casual Employee will have their employment converted to Full Time Employment, the conversion will take place at the start of the next pay cycle unless otherwise agreed to by both parties.
- e) A Casual Employee must not be engaged and re-engaged (which includes a refusal to reengage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

10.5 Probation Period

All new Employees (excluding casual Employees) will be engaged on a probationary period of six months. During this period, either party can terminate the employment by giving one week's notice.

10.6 Apprentices / Trainees

- a) Apprentices or Trainees shall be participating in an accredited training course prescribed by a relevant Registered Training Organisation engaged by the Employer. Apprentices / Trainees shall not be required to work overtime unless over eighteen (18) years of age.
- b) Apprentices/Trainees shall be paid the following percentages of the Ordinary Rate of pay of the relevant classification to their role.

| Year stage | Rate |
|------------|------|
| First | 55% |
| Second | 65% |
| Third | 75% |
| Fourth | 85% |

- c) Apprentice progression will be based on either a time based i.e. 12 months after commencing each of the yearly stages set out in the table below, or competency based i.e. attainment of the minimum requirements for progression based on competency as set out in the Building and Construction General On-site Award 2020. Progression will be determined on the basis of whichever requirement is met first.

10.7 Classification and Progression

- (a) Each Employee will be appointed by the Employer to a classification level based on their qualifications, skills and experience, and in consideration of the substantive duties required to be carried out at the time.
- (b) Employees will be required to carry out such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- (c) Progression to each level can only occur where the Employer requires a vacant or additional

position to be filled. Any appointment will require the completion of all required training and demonstration of the required competencies to progress to the next higher classification.

- (d) Where an Employee has completed all necessary training and believes that they possess the necessary competency and qualifications to progress to the next level, they may apply to undertake an assessment as agreed in their Individual Performance Plan, in consultation with the Employee's immediate supervisor and the Employer's Human Resources representative. For the avoidance of doubt, an employee can only progress to a higher level where they are appointed to such to fill a vacancy or an additional resource requirement as determined by the Employer.
- (e) In the event that an Employee does not successfully complete all assessment requirements, no progression will take place, and the Employer will advise the Employee of the timing for any subsequent assessment.
- (f) The Employee may request a review of the process (if unsuccessful), having regard to their Individual Performance Plan, and in consultation with the Employee's next immediate level of supervision and the Employer's Human Resources representative.
- (g) Individual Performance Plans will be developed for Employees who have completed a competency assessment and will be established within three (3) months of an Employee being assessed.
- (h) The plan will outline aspects such as performance expectations, career goals, key performance indicators, the training and development required to progress within the classification structure, in line with a shared responsibility for meeting the expectations set out in the plan.

11. HOURS OF WORK

11.1 Ordinary Hours

- (a) The ordinary hours of work for a full-time employee (other than rostered and shift workers) will be 8 hours per day (including additional time worked to accrue for an RDO), Monday to Friday, with notional weekly hours based on a 38-hour week. Ordinary hours may be worked between the hours of 06:00 and 18:00 Monday to Friday and may vary depending on operational needs. This span of hours does not apply to shift work or rostered working arrangements.
- (b) The Employer will determine the actual working roster of ordinary hours and reasonable overtime hours. Where the Employer wishes to alter the working roster due to operational requirements, it may do so but must notify the employees affected, prior to the completion of work on the day before the proposed change takes effect.

11.2 Rostered Working

- (a) An Employee may be required to work a system of works that includes Rest and Recreation Leave (R&R). R&R usually consists of a period of unpaid authorised leave, accrued RDOs (if applicable) and any paid leave which has been requested and approved.
- (b) A full-time rostered worker is an Employee who has agreed with the Employer to work an average of 38 Ordinary Hours per week over a 28-day period, with such Ordinary Hours able to be rostered on any day of the week, Monday to Sunday and at any time during or outside of the ordinary span of hours referred to in 11.1 (a). A roster pattern may also include overtime. A rostered worker will be given a minimum of 14 days' notice of the requirement to work a set roster pattern.
- (c) An Employee working rostered Ordinary Hours on a:
 - i. Saturday will be paid for time and half for the first two hours and double time for all Ordinary Hours thereafter.
 - ii. Sunday will receive payment at double their Ordinary Rate of Pay for all Ordinary Hours worked.

Provided that such hours shall be counted towards an Employees average of Ordinary Hours.

- (d) The parties acknowledge the variations in business requirements for rostered work across the Employer's business units. These variations need to be addressed through local level consultation which considers business requirements and employee work-life balance

11.3 Rostered Days Off

- a) Working hours will be arranged on a system which provides for an Employee to accrue one (1) rostered day off (RDO's) over a four (4) calendar week work cycle.
- b) The ordinary working hours generally will be 8 hours per day, Monday to Friday with 0.4 of an hour of each day ordinary hours are worked accruing at the Employee's Ordinary Rate as an RDO entitlement in accordance with this clause.
- c) Where Employees are working a roster pattern that includes an R&R period, e.g. one that is aligned with remote or distant work, RDO hours accrued on rostered time can be paid out to the Employee each R&R break or in the closest pay cycle or paid out in full in line with the last pay cycle of each calendar year.
- d) RDO hours may be taken in lieu of leave during the Christmas shutdown period providing that the employee does not have in excess of 6 weeks of annual leave accrual.
- e) The following is agreed in respect of RDO's:
 - i. Agreement will be reached by the Employer and Employees as to which day will be taken as a rostered day off, when such entitlement is due.
 - ii. Employees may elect to cash out all or part of their RDO accrual, provided that any requests are made in writing to the Employer.
 - iii. It is agreed that the Employer and the Employees will maintain flexibility in the planning and taking of RDO's to cover work requirements where such an inconsistency arises.
 - iv. Employees may bank RDO's to a maximum of ten (10) days. On or around 31 December each year, all accumulated RDO hours will be paid to Employees.
 - v. During reduced periods of activity, the Employer may request that Employees take any accumulated RDO's. The Employer will provide Employees with at least 48 hours' notice of such request and Employees agree that such a request shall not be unreasonably refused.

12. SHIFT WORK

12.1 Definitions

- (a) *Shift Work* is deemed to be any arrangement of working hours where Employees concerned have had at least 48 hours' notice to work these arrangements and the majority of ordinary time hours worked are outside of the ordinary span of hours as defined in 11.1 (a) of this Agreement.
- (b) *Shift Work* is a system of work carried out on a regular, scheduled basis, which can be a series of Early Morning (commencing before 6.00am), Afternoon (commencing after 12:00pm) or Night shifts (commencing between 6:00pm and 12:00am).
- (c) A continuous shift worker (as defined in Building and Construction General On-site Award 2010) receives five (5) weeks' annual leave only when required to work on a shift roster system which operates 24 hours a day, and the roster requires the Employee to regularly work on Sundays and public holidays.
- (d) Any regular, non-consecutive Early Morning, Afternoon or Night shifts (or combination thereof), will be paid at the rate of time and one half, in lieu of shift loading for all Ordinary Hours. A shift pattern will not be deemed to have been broken where an Employee is not rostered to work over a weekend, public holiday or any other authorised or unauthorised absence.

12.2 Shift Penalties

- a) Any consecutive shifts (as defined) will attract a shift penalty, as follows:
 - i. Night Shift: loading of 30% on all ordinary hours worked.
 - ii. Early Morning Shift: loading of 15% on all ordinary hours worked.
 - iii. Afternoon Shift: loading of 20% on all ordinary hours worked.
- (b) In lieu of the shift loadings referred to in (a), all ordinary hours of work performed between midnight Friday and midnight Saturday shall be paid at the rate of time and a half, and all time worked between midnight Saturday and midnight Sunday will be paid at double time.

12.3 Transition between Shifts

- a) When performing shift work, an Employee may be requested by the employer to transition between one shift pattern and another, e.g. from Night shift to Day shift. The Ordinary Hours that apply to such passive time will be paid in these circumstances, up to a maximum of 7.6 hours on any day designated as passive time. Passive time will only be paid when the employee misses a scheduled or rostered shift due to the shift transfer.
- b) Any transition shift deemed to be a weekend shift shall be paid at the same hourly penalty rates applicable to the shift which it replaces. Such hours shall still be counted as ordinary hours.

12.4 Call Out / Call Back

A call out or call back is a task that an Employee is requested to undertake outside of normal working hours. The following describes the general rules for calculating pay for attending a call out or call back:

- i. The minimum period for a call out or call back on any day is four (4) hours.
- ii. The first two (2) hours are paid at time and a half and at double time thereafter.
- iii. The minimum payment is equivalent to seven (7) hours ordinary time.
- iv. Any time worked beyond four (4) hours continues to be paid at double time.

12.5 On-Call Allowance

By Agreement and where an Employee is nominated by their Supervisor to be on-call outside of their ordinary hours of work, they shall be paid a flat on call allowance as per the on-call allowance table set out in Appendix 1. The day on which any single shift falls shall be determined on a majority hours basis.

12.6 Meal Break and Rest Periods

- a) One 10-minute paid morning rest break and one 30-minute unpaid lunch break will be scheduled within an Employee's ordinary hours of work, to be taken no later than five (5) hours after the Employee commences ordinary hours of work for the day.
- b) Where an Employee works more than four (4) hours overtime Monday to Friday, they will receive a twenty (20) minute rest period, paid at the Ordinary Rate, and paid in lieu of a break not taken.
- c) An Employee will not be required to work more than five (5) consecutive hours after commencing a shift without a meal break unless it is agreed otherwise between the Employer and the Employees at site level.
- d) The meal breaks and rest periods in this clause may be modified by agreement between the Employer and Employees, provided that changes do not result in the Employee receiving payment for more breaks than what they would have otherwise been entitled to had it not been for the change.
- e) Where a break is scheduled and unable to be taken it shall be treated as time worked and paid at the ordinary rate.

13. PAYMENT OF WAGES

13.1 General Provisions

- a) The Employee will be paid by direct deposit / electronic funds transfer, no less frequent than fortnightly.
- b) When the Employee's services are terminated, the Employer will pay any wages and entitlements due as soon as practicable after their last day of work and as soon as possible to the next pay cycle.

13.2 Higher Duties Arrangements

- a) An employee who has been notified of a requirement to work for a minimum of three hours at a level which attracts a higher rate of pay than their ordinary grade or level, shall be paid for the duration of that period at the rate applicable to the level of that work, given that the Employee is qualified,

competent and authorised to work at that level.

- b) The Employee may elect to decline the offer to perform higher duties.

13.2.1 Higher Duties - Acting Supervisor

Where required and appointed by the Employer to the position of Acting Supervisor, a Rail Worker shall be paid at the RW7 rate for all hours worked in that role. If the Rail Worker is permanently classified as RW7, they shall receive an additional payment of \$3 per hour (flat rate) on all hours worked as Acting Supervisor. The minimum appointment for this work shall be no less than 4 hours.

13.3 Leading Hand Allowance

- a) An Employee specifically appointed in writing by DTI, to be a leading hand shall be paid for all purposes one of the hourly allowances relevant to the number of employees being supervised as set out in Appendix 1.
- b) No employee employed at the time this agreement is voted up will move to a lower classification then they are already paid at as a result of this provision.

13.4 Site Allowance

- a) The Employer will implement a Site allowance when an Employee is nominated in writing by the Employer to carry out work on a specified project eligible for such payment.
- b) Any such Site allowance will be in addition to the entitlements under this Agreement.

13.5 First Aid Allowance

- a) An Employee who is qualified to provide first aid and appointed by the Employer to be a first aid officer will receive an allowance of \$20.92 per week worked, while a current first aid qualification is maintained.
- b) The first aid allowance is a flat amount that is not included in the calculation of overtime, leave or any shift loadings or other payments.

13.6 Truck Driver Allowance

This allowance is only applicable to an employee who has been nominated to drive a truck requiring the employee to hold a valid HR driver's license or higher. Employees who are engaged in the classification of Plant Operator or HC Driver will not be entitled to this allowance. An employee who satisfies this requirement will receive the daily flat allowance specified within Appendix 1.

13.7 Overpayments

- a) Upon the Employer providing written notification and demonstration of an overpayment to an Employee, the Employee will repay the amount owing to the Employer.
- b) Any overpayment will be repaid over a period agreed to by the Employee, not exceeding 12 pay cycles.

13.8 Accident Pay

- a) Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.
- b) The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with this clause.

- c) Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.
- d) If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions of this clause, the employer may apply to the Fair Work Commission for that scheme to apply instead of this clause.
- e) For a casual employee the weekly payment will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer (to a maximum of 38 hours). The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.
- f) If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.
- g) For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.

13.9 Superannuation

The Employer will make superannuation contributions sufficient to avoid a charge under the Superannuation Guarantee Charge Act 1992 (Cth) into a superannuation fund nominated by the Employee. If the Employee does not nominate a superannuation fund within one month of commencing work, contributions will be made into a complying superannuation fund with a MySuper product as determined by the Employer.

13.10 Inclement Weather

13.10.1 General Principles

- a) Inclement Weather means the existence of rain or abnormal climactic conditions (including, but not limited to, hail, high wind, severe dust storm, extreme cold or high temperature for the location, or the like or any combination of these conditions) where it is not reasonable or it is unsafe for Employees to continue working whilst exposed to those conditions.
- b) The primary intent of this clause is to ensure that there is an agreed understanding between the parties to this agreement, for which the general principle of productivity is maximised without exposing Employees to unsafe inclement weather conditions.

13.10.2 Procedure

- a) An Employee will comply with the Employer's instructions to:
 - i. Continue work when the area in which the Employee is working is not affected; or
 - ii. Accept a transfer to work in an area of the site not affected by the inclement weather; or
 - iii. Accept a transfer from one site to another site not affected by the Inclement weather (prior to the morning rest period); or
 - iv. Leave the site without loss of pay for ordinary hours, up to a maximum of 7.6 hours per day.
- b) An Employee will not be affected by inclement weather unless, by virtue of the weather conditions, it is not reasonable, and it is not safe for work to continue.
- c) The site Work Health and Safety committee (where established) can assist in the site protocols in relation to working in inclement weather conditions, and/or disputes with this clause.
- d) The Employer and Employees agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications.
- e) An Employee operating machinery fitted with a functional weatherproof cab will be deemed to be working in an area not affected by inclement weather, subject to safe access to the machine and safe working conditions applying.

13.10.3 Payment

Where Employees are present, ready and work commences but work is suspended due to inclement weather conditions, payment shall be for a maximum payment where inclement weather conditions exist of 7.6 ordinary time hours per day, up to a maximum of 38 hours in a four-week period.

13.11 Stand Down

- a) The Employer may stand down an employee without pay for any period during which the employee cannot be usefully employed for one of the following reasons:
 - i. Industrial action (other than industrial action organized or engaged in by the employer).
 - ii. A breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown.
 - iii. A stoppage of work for any cause for which the employer cannot be held responsible.
- b) As soon as practicable and prior to any definite decision to stand down employees covered by this Agreement, the Employer shall consult with the relevant employees, and where requested by the employees, their nominated representatives, about the reasons for and expected duration of the stand down. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditation or other strategies to reduce the impact of the stand down on employees.
- c) Employees stood down may elect to have a stand down period treated as paid annual leave or long service leave where they have adequate accruals of such paid leave.
- d) Any period for which an employee is not paid to the operation of this clause will count as service for the accrual of leave to which the employee would otherwise be entitled under this Agreement, provided that the employee resumes work:
 - i. as required by the Employer at the end of the stand down period; or
 - ii. if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer, at the end of that notice period.
- e) An employee who has been stood down is entitled to payment for any public holiday occurring during the period of stand down.

14. OVERTIME

- a) Subject to the provisions of this clause, all work performed outside of the ordinary hours of any day, Monday to Saturday, inclusive, will be paid for at the rate of time and one half for the first two hours and double time thereafter.
- b) All time worked on a Sunday shall be paid for at the rate of double time.
- c) Work performed on any day prescribed as a Public Holiday under this Agreement will be paid for at the rate of double time and a half.
- d) Any overtime worked on a Saturday or Sunday will be for a minimum period of four (4) hours paid at the applicable overtime rate.
- e) Where an Employee works overtime between the completion of ordinary hours on one day and the commencement of ordinary hours on the next day, such that the Employee does not have at least ten (10) consecutive hours off duty, they will be released after the completion of such overtime (including recall back to work) until the Employee has had ten (10) consecutive hours off duty, without loss of pay.
- f) Overtime can be worked before and after ordinary hours are worked.

15. TRAVEL

15.1 Temporary Location

- a) Travel required in a private vehicle to a temporary work location will attract a travel allowance, as outlined in Appendix 1. The allowance is paid where the temporary work location is greater than 50 kilometres from the Employee's UPR, Work Depot or Point of Hire, whichever is closer to the

temporary work location.

- b) When an Employee is required to travel between their UPR and the Work Depot or Point of Hire, traveling time and other costs incurred will not be paid.
- c) The Employer shall provide transport from provided temporary accommodation to a temporary work location. In the event the Employer requests the Employee to use their own private vehicle for transport from temporary accommodation to the work location, the Employee will be compensated for such use based on the ATO cents-per-kilometre guidelines.

15.2 Provided Transport

- a) An Employee who is engaged in distant work or work at a temporary location and who travels to their place of work via transport in the form of any vehicle or aircraft supplied by the Employer is responsible for meeting all travel arrangements in line with their roster pattern.
- b) An Employee who fails to attend work according to their roster and does not meet provided transport may be responsible for travel costs associated with getting to their place of work (via the next available transport option).
- c) Employees should provide at least 24 hours' notice of their inability to attend work and meet the travel arrangements in place and will provide evidence to support their absence from work to the satisfaction of the Employer. Any absence that fails to satisfy this requirement shall be treated as unauthorised.
- d) Employees who access provided transport are expected to adhere to the Employer's Code of Conduct, Fitness for Work procedures, relevant Project Charter, client guidelines and any other travel provider, State or Federal regulations at all times while using any such provided transport. Breaches of this clause will be dealt with through the Employer's disciplinary process.

15.3 Accommodation and Meals

- a) Employees who are required to undertake work temporarily at a location more than 100km away from their Work depot or UPR (that does not permit them to return to their Work depot or UPR each night), will be provided with meals and accommodation.
- b) Where Employees are provided with temporary accommodation, Employees must comply with rules in place for use of that accommodation. Where the Employer is unable to provide messing facilities to the Employee, the Employee shall receive a Meal Allowance as outlined in Appendix 1, to compensate for costs incurred in providing their own meals.
- c) For remote and distant work, the Employer will supply accommodation and meals while the Employee is living away from home. Where this is not possible, and the Employee must source their own meals and accommodation, the Employee will receive Accommodation and Daily Meal allowances (Appendix 1) upon the provision of relevant receipts.
- d) In recognition of the increased cost and inconvenience of sourcing meals in certain remote or distant work locations, an additional meal allowance will be provided. The allowance as set out in Appendix 1 is payable in addition when the standard dinner allowance is claimed, to Employees who are required to stay away from home overnight and are accommodated in a remote or distant work location, excluding the following areas: Perth Metropolitan Area, Albany, Bunbury, Geraldton, Kalgoorlie, Esperance, Northam, Mandurah, Pinjarra, and Waroona.
- e) Due to late finish times, after 8:30pm, evening meals may be purchased and expensed on an actual cost basis within reasonable expenditure limits and to a Maximum of \$65 for that evening meal. Supervisor approval must be given prior and invoices must be provided for actual costs to be reimbursed. If actual costs are claimed, no other entitlement is claimable for that meal.

16. DISTANT WORK

16.1 Distant Employee

- a) For the purposes of this Agreement a distant work employee is an Employee who is engaged or selected and advised by the Employer to proceed to a place of work to perform duties such that the Employee cannot return to their usual place of residence each night, being either Fly-in, Fly-out (FIFO) or Drive-in, Drive-out (DIDO).

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- b) The Employer will obtain, and the Employee or job applicant will provide the Employer with, a statement in writing or suitable evidence of their UPR at the time the Employee is engaged.
- c) No subsequent change of address will amend the Employee's UPR for the purposes of this clause unless the Employer agrees in writing.
- d) Unless otherwise agreed in writing by the Employer, the Point of Hire (POH) for all FIFO work in Western Australia is Perth Airport. A Distant Work Employee is responsible for all travel to and from the POH for distant work in Western Australia.
- e) Where an Employee is a Distant Work Employee under the terms of this Agreement, the Employee will be entitled to the following in addition to any other wage rates, allowances and conditions provided elsewhere in this Agreement:
 - i. When first mobilising to the distant location and/or demobilisation from the distant location back to their POH, a Distant Work Employee shall be paid travel time at their Ordinary Rate of up to four (4) hours each way, including departing from the location to the Employee's POH and returning to the location from the POH after a period of R&R.
 - ii. Full board and lodging will be provided (where possible) in Camp Accommodation by the Employer for distant work Employees. When staying overnight in Camp Accommodation, employees will receive \$35 per night in recognition of time spent away from their UPR.
 - iii. In situations where a Distant Work Employee is provided accommodation but no meals, they will receive the Meal Allowance outlined in Appendix 1 of this Agreement.
 - iv. Distant Work Employees will be entitled to rest and recreation leave (R&R) in accordance with their particular work roster. Rosters will be determined by the Employer or client requirements on relevant projects where/when applicable and advised when the Employee is selected.
 - v. R&R leave is designated as unpaid leave during which no other form of leave can be taken. Time off on R&R does not count towards service for determining the next R&R cycle.
 - vi. Payments under this clause will be made when the Employee returns in accordance with their roster and organised transport; where there are no unauthorised absences in the previous work cycle; and while the Employee continues to work in conformity with this Agreement.
- f) An Employee required to perform distant work outside of Western Australia will be paid for time spent traveling in a vehicle or aircraft to and from these remote locations, at the Ordinary Rate.

16.2 Local Employee

- a) A local Employee is an Employee who is engaged from an area within reasonable driving distance of their regular work location in, or who relocates to, a remote area, and is able to return home to their UPR each night.
- b) A Local Employee's UPR will be determined at the time of engagement and no subsequent change of address will entitle the Employee to additional benefits except through mutual agreement with the Employer.
- c) As defined above, a Local Employee shall be paid a Local Living Allowance (Appendix 1) for each day worked and while on R&R or authorised leave.
 - i. The Employer may deduct on a pro rata basis at the rate payable per day for the Local Living Allowance for each day that such an Employee is not ready, willing and available for work in accordance with this Agreement.
 - ii. For periods that an Employee (who has relocated to a remote area) is accommodated by the Employer (e.g. in Employer supplied housing; Camp Accommodation), the Employee is not entitled to the Local Living Allowance.
- d) A Local Employee (as defined) will also be entitled to claim up to 50% of approved utilities costs after presentation of suitable evidence, e.g. an electricity bill in the Employee's name, for the nominated address.

17. FITNESS FOR WORK

- a) The Employer is committed to protecting Employees, physical assets, the community and the environment from hazards arising from alcohol or drug misuse in the workplace.

- b) Employees must act in accordance with any applicable policies and procedures, including code of conducts relevant to the Employer, project, and/or client requirements.
- c) Where an Employee is taking medication (prescribed by a registered medical professional) or suffering from any condition that may have the potential to affect or limit their ability to carry out work, the Employee must advise the Employer immediately, and prior to the start of any shift.
- d) Employees may be required to undertake random, blanket or "for cause" drug and alcohol testing, which the Employer will carry out to the relevant Australian Standards.
- e) An Employee who returns a positive test or fails to undertake a test may be subject to disciplinary action, up to and including termination of employment.
- f) An Employee returning a non-negative test result or who fails to undertake a test will be stood down until such time as the Employee is deemed fit for work or when a decision has been made on their employment.
- g) Employees may be required to undergo medical examinations and drug and alcohol testing as required by the Employer, for the purposes of determining an Employee's ability to perform their duties safely and competently, and to satisfy site entry requirements of Clients.

18. LEAVE

The National Employment Standards (NES) outline the leave entitlements for Employees covered by this Agreement. Leave types most commonly used include:

18.1 Annual leave

- a) Employees, other than shift workers, are entitled to four (4) weeks (152 hours) annual leave in respect of each year of service. Continuous shift workers (as defined by the Act), are entitled to five weeks (190 hours) annual leave in respect of each year of service.
- b) During reduced periods of activity or for any period where the Employer's operations are shut down, Employees may be required to utilise Annual Leave entitlements. Employees agree that such a request shall not be unreasonably refused.
- c) Such periods may be due to a loss of contracts or lack of work, a seasonal close down or shut down period imposed by a client of the Employer. Reasonable notice will be given to an Employee if the Employer requires Annual Leave to be taken, of not less than 48 hours.
- d) An Employee may be required to take Annual Leave to reduce their leave balance if it has become excessive (i.e. six weeks or more). Reasonable notice will be given to the Employee in this instance.
- e) An Employee will be paid an annual leave loading of 17.5% or for shift workers 20% of the appropriate applicable Ordinary Rate for the classification in which the Employee is employed, but shall not include any other allowances, penalties, or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Agreement.

18.2 Personal Carers Leave

- a) Personal/carer's leave is:
 - i. taken by an Employee due to personal illness or injury of an Employee; or
 - ii. taken by an Employee 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:
 - a. a personal illness, or injury, of the member; or
 - b. an unexpected emergency affecting the member.
- b) From the date this agreement is made, employees are entitled to 10 days Personal/Carer's leave in respect of each year of service.
- c) In addition, up to five (5) days of Personal Leave per year (non-cumulative) will be available for employees to access, to deal with mental health / personal issues or emergencies. These days will be taken in consultation with the Employee's line manager and the Employer's Human Resources representative, and in conjunction with access to the Employer's Employee Assistance Program
- d) Employees are required to notify their supervisor or other nominated Employer representative of their inability to attend for work, the expected duration of the absence and the nature of the illness or

- injury, as soon as is reasonably practicable.
- e) Employees are required to make an application for the payment of Personal/Carer's leave subsequent to providing notice and evidence to support their application for the payment of Personal Leave, to the satisfaction of the Employer, for each occasion that Personal/Carer's leave is taken.
- f) Employees must have the required leave balance for the leave to be taken and approved and must notify their immediate supervisor or other nominated Employer representative of their absence prior to the commencement of work or as soon as possible following the commencement of work.
- g) Any such Employee who fails to comply with these conditions shall be treated as absent without authorisation.
- h) An employee working away from their usual place of residence under distant worker provisions shall be entitled to use their personal leave accruals on weekends. A payment of 7.6 hours at the ordinary rate of pay shall apply.

18.3 Compassionate Leave

- a) Compassionate leave is paid leave taken by an Employee:
 - i. For the purposes of spending time with a person who is a member of the Employee's immediate family or a member of the Employee's household; and
 - a. has a personal illness, or injury, that poses a serious threat to his or her life; or
 - b. after the death of a member of the Employee's immediate family or household.
- b) An Employee is entitled to a period of 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life;
 - iii. or dies.
- c) The Employee is entitled to compassionate leave only if the Employee gives the Employer evidence of the illness, injury or death.

18.4 Long Service Leave

- a) In accordance with Western Australia regulations, an Employee is entitled to 8 2/3 weeks long service leave with pay after the completion of 10 years continuous service.
- b) Additional Long Service Leave will accrue after the initial 10 years at the rate prescribed in Western Australia's State Long Service Leave Act.
- c) Employees covered by this Agreement who were employed prior to 31 December 2016 and who were covered by the Downer Infrastructure Rail Division Enterprise Agreement 2013 since that time will retain the long service leave accrued at the time this agreement was made and will accrue additional long service leave from that time forward at the rate set out in 18.4 a) above.

18.5 Leave Without Pay

Leave without pay may be granted at the expiration of Employees' leave entitlements, as part of an application for paid leave, at the discretion of the Employer and subject to operational requirements.

18.6 Public Holidays

- a) The days that are considered to be a Public Holiday are:
 - v. New Year's Day
 - vi. Australia Day
 - vii. Good Friday
 - viii. Easter Saturday
 - ix. Easter Monday

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- x. Anzac Day
 - xi. WA Day
 - xii. King's Birthday
 - xiii. Christmas Day
 - xiv. Boxing Day
 - xv. Any other day, or part day, prescribed by or under a law of Western Australia as a Public Holiday.
- b) Public Holidays will be observed on the day that it falls in the location where the Employee is working.
 - c) If the day on which a Public Holiday is observed is changed, then only the substituted day is considered as the public holiday. No public holiday is to be observed on more than one day by an Employee.
 - d) Employees not required to work on a Public Holiday will be paid their ordinary time hours for that day.
 - e) If an Employee is required to work on a Public Holiday they will be paid a total of double time and one half for all time worked on that day.
 - f) Public Holiday payments are not subject to any other loadings or penalties.

18.7 Parental Leave

- a) Parental leave and related entitlements are provided for in the NES.
- b) Employees covered by this Agreement may be eligible for entitlements, in conjunction with the above, under the applicable DTI Parental Leave Policy.

18.8 Community Service Leave

Unpaid leave for voluntary emergency management activities and leave for jury service (including up to 10 days' paid leave for Employees other than casuals) are provided for in the NES.

18.9 Family and Domestic Violence Leave

Family and domestic violence leave is provided for in the NES and any applicable DTI Policy.

19. TERMINATION

19.1 Notice Periods

- a) Employment may be terminated:
- b) In the case of casual Employees, by either party giving eight (8) hours' notice.
- c) Without notice by the Employer for serious misconduct; or
- d) With notice or payment in lieu of notice prescribed by the table below in any other circumstance when the Employer gives an Employee notice; or
- e) By the Employee resigning and giving the Employer at least one (1) weeks' notice as outlined below:

| Employees Period of Continuous Service with the Employer | Period of Notice |
|--|------------------|
| Not more than one year | At least 1 week |
| More than one year but not more than 3 years | At least 2 weeks |
| More than three years but not more than 5 years | At least 3 weeks |
| More than 5 years | At least 4 weeks |

- f) The period of notice is increased by one week if the Employee is over 45 years of age and has completed at least 2 years of continuous service with the Employer.

19.2 Failing to give required notice

If an Employee fails to give the required notice or fails to work out the required notice period, the Employer may deduct from monies owing to the Employee upon termination, an amount equivalent to the wage the Employee would have earned for working the balance of the required notice period.

19.3 Termination Without Notice

- a) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an employee's employment without notice for Serious Misconduct.
- b) In these cases, an Employee will only be entitled to be paid for the time worked up to dismissal.
- c) Actions that constitute Serious Misconduct include, but are not limited to:
 - i. any serious breach of the Employer's policies.
 - ii. fraud; theft; acts or threats of violence.
 - iii. unacceptable behaviour in the community.
 - iv. serious breaches of safety procedures/policies.
 - v. wilful damage to the Employer's property.
 - vi. gross negligence; or
 - vii. breach of the confidentiality requirements or other Employee obligations of this Agreement.

19.4 Abandonment of Employment

- a) If an Employee is absent from work without reasonable cause for three (3) consecutive workdays without the consent of the Employer or without notification to the Employer, the Employee may be deemed, at the discretion of the Employer, to have abandoned their employment without notice.
- b) DTI shall attempt to contact the Employee according to the current contact details provided by the Employee. If the Employee cannot be contacted or Employee does not establish to the satisfaction of the Employer that they were absent for reasonable cause, the Employer can deem the employee to have abandoned their employment.
- c) The Employer will confirm the abandonment of employment in writing within two (2) working days of the Employee being deemed to have abandoned their employment.
- d) Termination of employment by abandonment in accordance with this clause will be effective unless within seven (7) days the Employee can establish to the satisfaction of the Employer that the Employee was absent for reasonable cause.

19.5 Redundancy

- a) The provisions of this clause will apply where the Employer terminates an Employee's employment because it no longer requires the job which the Employee had been doing to be done by anybody. Payment of redundancy will be made in accordance with the NES.
- b) From the commencement of this Agreement, the amount of the redundancy pay equals the total amount payable to the Employee for the redundancy pay period, worked out using the below table, at the Employee's Ordinary Rate of pay for their ordinary hours of work.
- c) In addition to redundancy entitlements under the NES, Employees who have their position made redundant will receive a job search entitlement of one (1) day, paid at the Ordinary Rate for ordinary hours.
- d) Where an Employee is offered suitable alternative employment as part of a transmission/transfer of business or redeployment process, and does not accept that offer of employment, the Employee will not be entitled to redundancy provisions.
- e) In the event that an Employee covered by this Agreement who was employed prior to 31 December 2016 and who was covered by the Downer Infrastructure Rail Division Enterprise Agreement 2013 since that time is terminated by reason of redundancy, they will receive a severance payment equivalent to the payment to which they would have been entitled had their employment been terminated immediately prior to the date on which this Agreement was made, up to a maximum of 29 weeks. This amount is in lieu of

the amount specified in the table below

| Period of Continuous Service | Severance Pay |
|-------------------------------|---------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks' pay |
| 2 years and less than 3 years | 6 weeks' pay |
| 3 years and less than 4 years | 7 weeks' pay |
| 4 years and less than 5 years | 8 weeks' pay |
| 5 years and less than 6 years | 10 weeks' pay |
| 6 years and less than 7 years | 11 weeks' pay |
| 7 years and less than 8 years | 13 weeks' pay |
| 8 years and less than 9 years | 14 weeks' pay |
| 9 years and less than 10 | 16 weeks' pay |
| 10 years and over | 12 weeks' pay |

20. EMPLOYEE ASSISTANCE PROGRAM

The Employer maintains an Employee Assistance Program providing professional and confidential counselling and other support services to Employees. Employees are encouraged to use these services and communicate with the Employer about any issue that has the potential to create a risk to their health and safety, or that of their team.

21. WORKPLACE DELEGATE RIGHTS

21.1 Union Delegates

- a) Subject to applicable law, this Agreement provides for the following in relation to Union Delegates.
- b) For the purpose of this clause a Union Delegate shall be one which has been elected by Employees covered by this Agreement and appointed by the Australian Rail, Tram and Bus Industry Union (WA).
- c) Nothing within this agreement will prevent Union Delegates from consulting or conferring with employees who they represent, in accordance with 21.2 (B) below.

21.2 Union Delegates Duties / Activities & Rights

- a) Union Delegates shall be allowed reasonable time during ordinary hours to carry out their duties/activities as a Union Delegate. Before attending to their duties/activities as a Union Delegate, the Union Delegate will seek approval from their immediate supervisor. Agreement will not be unreasonably withheld.
- b) Union Delegates' duties/activities include:
 - i. Assisting and representing Employees in workplace relations matters including grievances, disputes, disciplinary action at the workplace; and
 - ii. Working with the Employees and the Employer to resolve issues at a workplace level; and
 - iii. Representing the interests of members in their workplace to the Union, the Employer and Industrial tribunals and Courts; and
 - iv. Participating in any bargaining for an agreement to replace this agreement; and
 - v. Giving the Union's representatives instructions and information during a dispute, including preparation and attendance in tribunals and courts;
- c) The Employer will recognise the following rights of an elected Union Delegates:
 - i. To be treated fairly and to perform their role without discrimination in their employment.
 - ii. The right to reasonable time during ordinary hours to attend industrial tribunals or courts, where requested to do so by an employee who they represent (which may include

- themselves) in a particular dispute in their workplace.
- iii. The right to reasonable time during ordinary hours to discuss work related grievances with employees they represent.
 - iv. Recognition that Union endorsed Union Delegate/s will speak on behalf of Union members in the workplace.
 - v. To use a personal mobile phone to make calls when required for their duties but always and only when safe to do so and in full compliance with the safety requirements of the Employer.
 - vi. Reasonable access to the workplace and facilities including resources such as phone, photocopier, filing cabinet, internet and workplace notice boards required to allow Union Delegates to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Employer, Employees and the Union.

21.3 Training for Union Delegates

- a) Union Delegates, upon application in writing, will be granted up to a maximum of 5 days leave, without deduction of ordinary pay each calendar year, non-cumulative, to attend Union endorsed training, forums or meetings, that are designed to provide skills and competencies that will assist the delegate to perform their functions effectively, including contributing to the prompt resolutions of disputes and or grievances in the workplace.
- b) The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training. The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.
- c) All expenses, such as travel, accommodation and meals associated with or incurred by the Union Delegate attending a training course under this clause shall not be the responsibility of the Employer.
- d) A Union Delegate may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

22. SIGNATORIES**For Employer**

For and on behalf of DT Infrastructure Pty Ltd
 (ABN 39 665 782 730) by its authorised officer:

Signed

Adam Leary

Name of authorised person

Level 28, 2 The Esplanade, Perth, WA 6000

Work Address

8/7/25

Date

In the presence of:

Karen Chappell

Witness Signature:

KAREN CHAPPELL

Name of Witness (print):

8/7/25

Date:

For Employees

Signed on behalf of Employees covered by this
 Agreement:

Jaden Munro

Signature of authorised person

Jaden Munro

Name of authorised person

107 Exploration Drive Capridge WA 6714

Address

8/7/25

Date

In the presence of:

Dean Jones

Witness Signature:

DEAN JONES

Name of Witness (print):

8/7/25

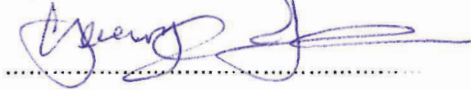
Date:

The terms authorised officer and authorised person used on this signing page in relation to the signatory of Mr Adam Leary, refers to the authority granted to Mr Leary by DT Infrastructure Pty Ltd to sign lawfully for and on its behalf in his capacity as General Manager Employment Relations and People Operations in accordance with the requirements of the Fair Work Act. Mr Leary's signature is witnessed by Mrs. Karen Chappell in their capacity as People Operations Manager (WA) for DT Infrastructure.

The term authorised person used in relation to the signatory of Mr. Jaden Munro, refers to authority to sign on behalf of employees covered by the agreement in his capacity as an employee covered by the agreement and a nominated employee bargaining representative. Mr. Munro's signature is witnessed by Mr. Dean Jones in their capacity as Delivery Manager (WA), for DT Infrastructure.

For Union

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union (WA) by its authorised officer.



Signature of authorised person

GEORGE JOHNSTON

Name of authorised person

UNIT 2 / 10 NASH ST, PERTH, WA 6000

Address

8 JULY 2025

Date

In the presence of:



Witness Signature:

JOSHUA DEKUYER

Name of Witness (print):

8 JULY 2025

Date:

The terms authorised officer and authorised person used on this signing page refer to the authority granted to the signatory (Mr George Johnston) in their capacity as the WA Industrial Organiser by the Australian Rail, Tram and Bus Industry Union to Lawfully sign for and on its behalf in accordance with the requirements of the Fair Work Act.

The signature is witnessed by Mr Josh Dekuyer in their Capacity as the WA Branch Secretary of the Australian Rail, Tram and Bus Industry Union.

APPENDIX 1 - RAIL WORKER CONDITIONS

Rates of Pay

- Employees engaged in work covered by this agreement will be paid the Ordinary wage rates shown below according to their classification.
- Further annual Wages and Allowances in this Agreement will increase from the start of the first pay period commencing on or after the dates contained within the below table:

| Base Rates of Pay | | | |
|-------------------|-----------------|----------------------------------|----------------------------------|
| Level | On Commencement | From First Pay Period 01/01/2026 | From First Pay Period 01/01/2027 |
| RW1 | \$33.45 | \$34.62 | \$35.66 |
| RW2 | \$37.39 | \$38.70 | \$39.86 |
| RW3 | \$39.38 | \$40.75 | \$41.98 |
| RW4 | \$41.38 | \$42.83 | \$44.12 |
| RW5 | \$47.69 | \$49.36 | \$50.84 |
| RW6 | \$50.86 | \$52.64 | \$54.22 |
| RW7 | \$54.04 | \$55.93 | \$57.61 |

All-purpose Allowances

| Leading Hand Allowance | | | |
|------------------------|-----------------------------------|----------------------|-----------|
| Clause | Number of employees supervised | Type | Allowance |
| 13.3 | Leading Hand 0-5 persons | All Purpose per hour | \$1.50 |
| | Leading Hand 6-10 persons | All Purpose per hour | \$2.00 |
| | Leading Hand more than 10 persons | All Purpose per hour | \$2.50 |

Flat Allowances

| Flat Allowances | | | | | |
|-----------------|------------------------------|---------------|-----------------|----------------------------------|----------------------------------|
| Clause | Title | Type | On commencement | From First Pay Period 01/01/2026 | From First Pay Period 01/01/2027 |
| 13.2.1 | Acting Supervisor (RW7 only) | Flat per hour | \$3.00 | \$3.00 | \$3.00 |
| 13.5 (a) | First Aid Allowance | Flat per week | \$20.92 | \$21.65 | \$22.30 |
| 13.6 | Truck Driver | Flat per day | \$20.00 | \$20.00 | \$20.00 |
| 15.1 (a) | Private Vehicle | Flat per day | \$27.53 | \$28.49 | \$29.34 |
| 15.3 (c) | Accommodation | Flat per day | \$119.95 | \$124.14 | \$127.87 |
| 15.3 (c) | Breakfast | Flat per day | \$31.29 | \$32.38 | \$33.35 |
| 15.3 (c) | Lunch | Flat per day | \$24.78 | \$25.64 | \$26.41 |
| 15.3 (c) | Dinner | Flat per day | \$50.85 | \$52.63 | \$54.21 |
| 15.3 (d) | Additional Meal | Flat per day | \$15.00 | \$15.00 | \$15.00 |
| 16.1 (e) ii | Camp Allowance | Flat per day | \$35.00 | \$35.00 | \$35.00 |
| 16.2 (c) | Local Living | Flat per day | \$75.35 | \$77.99 | \$80.33 |

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| On Call Allowance | | |
|-------------------|-----------------------------|----------------------------|
| Clause | Period of Availability | Allowance per single shift |
| 12.5 | Weekday (Monday - Friday) | \$30 |
| | Weekend (Saturday - Sunday) | \$55 |
| | Public Holiday | \$80 |

Rail Worker Classifications

| Level | Position Title | Description/Indicative Tasks | Competencies |
|------------|----------------------------------|---|--|
| RW1 | Entry Level Rail Worker/Labourer | Entrant into Rail work (0-12 months rail worker experience) General Rail Construction and Maintenance Labouring Basic hand tool operation General Hand including duties but not limited to: Stores, Workshop, Yard, Cleaning Duties | Commenced Cert II Rail Infrastructure Supervised Worker (or equivalent) OH&S General Induction Card for Construction Work. Rail Industry Worker Card Light Vehicle Drivers Licence |
| | Entry Level PO | Obtained PO1 before progressing Works under supervision of Protection Officer | As Entry Level Rail Worker plus; Working towards Cert II Rail Infrastructure/Track Protection (preferred) |
| RW2 | Intermediate Rail Worker | 12 months Rail Worker experience Knowledge of rail components and procedures Able to recognise basic quality deviations and faults Able to competently operate majority of small tools and equipment Perform basic civil and concreting works. General Trades Assistant Dogging Understands basic quality control/assurance procedures Works under general instruction & supervision | As Entry Level Rail Worker plus; Obtained Cert II Rail Infrastructure Light Vehicle Drivers Licence HR Licence (preferred) High Risk Work Licence - Dogging (DG) (preferred) High Risk Work Licence - Forklift truck operation (LF) (preferred) |
| RW3 | Advanced Rail Worker | At least 2-3 years Rail Worker experience Able to perform work beyond the skills and operate a wider range of small tools and equipment than an RW2 Employee Experience with the special processes of Thermit/AT Welding and Flashbutt Welding Performs Basic welding (Tack Welding) Assists with Thermit and Flashbutt welding, including grinding and setting up welds Install and maintain rail and rail joints. Takes responsibility for the quality of own work Works under minimal instruction and supervision | As Intermediate Rail Worker plus; Obtained Cert II Rail Infrastructure Commenced and working towards Cert III Rail Infrastructure HR Licence High Risk Work Licence - Basic Rigging (RB) (preferred) |
| | Plant Operator | Operator of at least one item of plant/machinery Competent in the use of power/ pneumatic/ hydraulic tools In Training (Log Booked) under direct supervision – Heavy Rail Plant Operator (e.g. Tamper or Regulator). Heavy Vehicle Operation | Supervised Worker (or equivalent) OH&S General Induction Card for Construction Work. Rail Industry Worker Card Obtained Cert II Rail Infrastructure HR Licence |
| | Welders Offsider | Proficient at Grinding, Setting up Welds, QA Checks | Must be working towards AT/FBW Welder Qualification |
| | Basic Rigger/Dogman | Primary role as Basic Rigger/Dogman Competently and proficiently perform Basic Level Rigging or Dogman role Rail Industry Experience (preferred) | As Entry Level Rail Worker plus; High Risk Work Licence - Basic Rigging (RB) High Risk Work Licence - Dogging (DG) (preferred) May be considered to obtain Riggers High Risk Licence at this level |
| | PO1/M3 (or equivalent) | Competence to provide Protection to a work group and act as a lookout for a work group Proficiently performs requirements of the role | As Entry Level PO plus; Obtained PTA PO Level 1 Track Protection Officer or PTA Person Responsible for Electrical Safety (PRES) (or equivalent) Working towards Cert II Rail Infrastructure/Track Protection (preferred) |

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| | | | |
|------------|--------------------------------|--|--|
| RW4 | Intermediate Plant Operator | Competently and proficiently operates one or more items of heavy plant e.g. Rail Excavator, Complex Plant. Heavy Vehicle Operation | As Plant Operator plus; Working towards Cert III Rail Infrastructure Relevant Operator Competency ticket |
| | AT Welder | Competent and proficient in AT Welding Works under minimal instruction and supervision | AT Welding Qualification |
| | HC / RRV Driver | Primary role as HC/RRV driver | As Plant Operator plus; HC Licence RRV Accreditation |
| | Intermediate / Advanced Rigger | Primary role as Intermediate/Advanced Rigger Competently and proficiently performing Intermediate/Advanced Level Rigging role Rail Industry Experience (preferred) | As Basic Rigger/Dogman plus; Intermediate/Advanced Rigger High Risk Work Licence |
| | PO2 / M5 (or equivalent) | Minimum 6 months PTA practical experience for PO2 entry Competence to provide Protection to a workgroup and undertake rail possessions Can proficiently perform all requirements of the role | As PO1 plus; Obtained PO Rail Safe Working Officer _PTA Level 2 and Arc POLO/FMG Level 2 (or equivalent) Obtained Cert II Track Protection Working towards Cert II Rail Infrastructure (preferred) |
| RW5 | Hi-Rail Excavator Operator | Competent and proficient High Rail Excavator Operator Proficient with rail specific excavator attachments Performs basic routine maintenance | As Intermediate Plant Operator plus; Obtained Cert III Rail Infrastructure Excavator & Hi-Rail Ticket HC/MC Licence (preferred) |
| | FBW Operator | Competent and proficient Flashbutt Welder Operator Performs routine maintenance to FBW Implements QC techniques and safety requirements. Supervises a weld team in a broad range of duties. | As Intermediate Plant Operator plus; Obtained Cert III Rail Infrastructure Nationally accredited FBW ticket |
| | Regulator Operator | Newly qualified Regulator Operator Trainee Tamper Operator < 12 months experience | As Intermediate Plant Operator plus; Obtained Cert III Rail Infrastructure (preferred) Cert II - modules for operating rail bound plant and equipment Arc POTV (or equivalent) |
| | PO3 / M8 (or equivalent) | Minimum 12 months PTA experience for PO3 entry Competence to provide Protection to a work group Can proficiently perform requirements of the role | As PO2 plus; Obtained PO Rail Safe Working Officer _PTA Level 3 (or equivalent) Completed Cert II Rail Infrastructure (preferred) |
| RW6 | Intermediate Tamper Operator | Intermediate Tamper Operator | As Regulator Operator plus; Obtained Cert III Rail Infrastructure (preferred) Modules for Operating Rail Bound Plant and Equipment - mandatory) Arc POTV (or equivalent) |
| RW7 | Specialist Rail Tradesperson | FBW experience (preferred) | Supervised Worker (or equivalent) OH&S General Induction Card for Construction Work. Rail Industry Worker Card Electrical Trade Qualification or Heavy-Duty Diesel Mechanic/Fitter Trade Qualification |
| | Advanced Tamper Operator | Advanced level competency and proficiency operating Tamper Performs servicing, repairs and maintenance | As Intermediate Tamper Operator plus; Completed Cert III Rail Infrastructure (preferred) Modules for Operating Rail Bound Plant and Equipment (mandatory) Arc POTV (or equivalent) Heavy Duty Diesel Mechanic/Fitter Trade (preferred) |