



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Arc Infrastructure Employment Pty Ltd
(AG2018/261)

ARC INFRASTRUCTURE ENTERPRISE AGREEMENT 2018

Rail industry

COMMISSIONER JOHNS

SYDNEY, 21 MAY 2018

Application for approval of the Arc Infrastructure Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Arc Infrastructure Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Arc Infrastructure Employment Pty Ltd. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Rail, Tram and Bus Industry Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 May 2018. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2016/261

Applicant:
Arc Infrastructure Employment Pty Ltd

Undertaking- section 190

I, Tania O'Meara, Human Resources Advisor of Arc Infrastructure Employment Pty Ltd give the following undertakings with respect to the Arc Infrastructure Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Arc Infrastructure Employment Pty Ltd to provide these undertakings in relation to this application before the Fair Work Commission.
2. Arc Infrastructure Employment Pty Ltd undertakes that clause 17.1(a) of the Agreement is the definition of a shiftworker for the purposes of National Employment Standards.
3. Arc Infrastructure Employment Pty Ltd undertakes the redundancy provision in Schedule 3 applies to the exclusion of the redundancy provisions in clause 26 for those employees it applies to.
4. Arc Infrastructure Employment Pty Ltd undertakes to provide employees to whom Schedule 3 of Agreement applies, who have more than 1 but less than 2 years' continuous service and are dismissed for reasons of redundancy, with a severance payment equal to 4 weeks' pay.
5. Arc Infrastructure Employment Pty Ltd undertakes to apply clause 22 of the Agreement in a way that does not contravene an anti-discrimination law, as defined in the Fair Work Act.

Employer name: Tania O'Meara - Arc Infrastructure Employment Pty Ltd

Authority to sign: Human Resource Advisor

Signature: 

Date: 15 May 2018

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



ARC INFRASTRUCTURE ENTERPRISE AGREEMENT 2018

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1 Agreement Title

This Agreement is called the *Arc Infrastructure Enterprise Agreement 2018* (**Agreement**).

2 Parties to the Agreement

2.1 This Agreement covers:

- a) Arc Infrastructure Employment Pty Ltd (ABN 47 118 763 429) (**Arc**);
- b) Employees of Arc who are engaged in positions set out in Schedule 1 and Schedule 2 (**Employees**); and
- c) Australian Rail, Bus Tram & Industry Union WA Branch (**RTBU**) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia WA Branch (**CEPU**) - (**Unions**), subject to section 201(2) of the Fair Work Act being met.

2.2 The Agreement does not cover:

- a) Supervisor or Management positions; and
- b) Arc Employees who are not covered by the classifications set out in this Agreement.

3 Term of the Agreement

3.1 This Agreement will operate seven (7) days from the date it is approved by the Fair Work Commission (**Commencement date**). This Agreement will have a nominal expiry date of four (4) years from the date of approval or 31 December 2021, whichever is the earliest date, unless varied by agreement and in accordance with the Fair Work Act.

4 Stand-alone Agreement

4.1 This Agreement operates as a stand-alone agreement and replaces, in entirety, applicable industrial instruments that may otherwise have applied to Employees covered by this Agreement.

5 Definitions

The following definitions will apply throughout the Agreement:

Apprentice means a person defined as an apprentice under the Vocational Education, and Training Act 1996 (WA) as amended from time to time.

Arc Policies means policies, procedures and guidelines of Arc Infrastructure Employment Pty Ltd and Arc Infrastructure Pty Ltd.

ARGE means Australian Railroad Group Employment Pty Ltd (ACN 087 891 601).

ATO means Australian Taxation Office

BRE means Brookfield Rail Employment Pty Ltd (ACN 118 763 429).

Emergency means an emergency due to an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property.

Fair Work Act means the Fair Work Act 2009 (Cth) as amended.

Former ARGE employees means an employee who was a former employee of ARGE and commenced employment with WNRE (as BRE was then named) on or after 1 June 2006 under transmission of business arrangements as provided for in their contracts of employment.

Former WAGRC employees means an employee who was a former employee of WAGRC and commenced employment with ARGE on 17 December 2000.

Immediate family means:

- i) A spouse, de facto partner including same sex partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- ii) A child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner including same sex partner.

NES means the National Employment Standards set out in Part 2-2 of the Fair Work Act.

Ordinary rate of pay means the employees' rate of pay as provided for at Schedule 1 plus any further components, as provided for in this Agreement, that are paid and apply for all purposes.

PPE means personal protective equipment as determined by Arc.

Primary caregiver means a person who assumes the principal role of providing care and attention to the child.

Unavoidable necessity means a practically inescapable circumstance necessitating working to be adopted, to avoid, if possible, serious dislocation of the operations. For example, this may include accidents, derailments, etc.

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

Roster Cycle means an Employees regular working pattern of hours over a defined period of time, which can be made up of working and non-working days.

Roster Zone means the applicable standby roster zones as outlined in Schedule 1.

Shift work means work extending for at least five consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for early morning shift, or afternoon shift or night shift or other shifts as defined in clause 10.

Seven-day shift worker means an employee rostered to work ordinary shifts in accordance with clause 10 - Shift work, over seven days of the week.

Union(s) means RTBU or the CEPU.

WAGRC means the Western Australian Government Railways Commission.

6 Types of Employment

Arc may choose to employ Full time and Part time Employees, Fixed or Maximum term and Casual Employees in accordance with the provisions of this clause.

- 6.1 A **Full time Employee** will work an average of 38 hours per week as determined under clause 9 – Hours of Work;
- 6.2 A **Part time Employee** will work less than an average of 38 ordinary hours per week in accordance with clause 9 – Hours of Work.
- a) Part time Employees will work a regular pattern of hours as determined by Arc, confirmed on commencement of employment. These hours can be varied by agreement from time to time.
- b) Part time Employees who work in excess of their agreed ordinary rostered hours will receive overtime for those additional hours.
- c) A Part time Employee will receive, on a pro rata basis, the same conditions as a Full time Employee.
- 6.3 A **Casual Employee** will be engaged on an hourly basis. Casual Employees will be entitled to a casual hourly rate, calculated by applying a 25% loading on the applicable base hourly rate of pay. The 25% casual loading is an all-purpose loading. Casual Employees are not entitled to redundancy pay, any paid or unpaid leave entitlements unless expressly written within this Agreement or as required by relevant legislation. The minimum period of engagement for a Casual Employee will be one (1) hour.
- 6.4 A **Maximum term Employee** will be engaged in either a Full time or a Part time position for a maximum term period. A maximum term will not exceed a period of twenty-four (24) months.
- 6.5 A **Fixed term Employee** will be engaged in either a Full time or a Part time position, for a specified term or specified task or project.
- 6.6 Existing Employees will not have their type of employment changed by Arc without their prior consent. Any agreed change, must be in writing.

7 Probation

- 7.1 Employees' employment (other than Casuals) will be subject to a probationary period of up to three (3) months from the date of their commencement with Arc. Arc may elect to extend this period by a further three (3) months.
- 7.2 In the event Arc determines that the Employee's performance or conduct is unsatisfactory during this probationary period, it may elect to terminate the Employee's employment with the required notice in clause 25 - Termination of Employment.

8 Duties, Training & Development, Transfer & Promotion

- 8.1 Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner, as directed by Arc.
- 8.2 Employees may be as directed by Arc be required to undertake training aimed at maintaining, enhancing or broadening their work skills and performance. Employees may also be required to share their knowledge and experience with others.
- 8.3 Employees are to participate in discussions about their performance and development with their direct Supervisor or Management in accordance with Arc Policy as amended from time to time.

8.4 Arc is committed to providing employees with necessary training to perform their duties of their position and to encourage future development opportunities. Training will be made available to Employees in accordance with Arc policies, which includes relevant training plans as amended from time to time. During the nominal term of this Agreement, if Arc seeks major changes to the national qualifications set out in Schedule 2, employees will be consulted with in accordance with clause 32 – consultation. Arc will provide the opportunity for employees covered by this agreement, to achieve or make progress towards the relevant national qualification for their classification / position as set out in Schedule 2.

8.5 Promotion

- a) Internal promotions will be filled by calling for expressions of interest and considering those expressions through a merit based selection process as determined by Arc. For positions covered by this Agreement Arc will give existing employees the opportunity for promotion to vacant positions. However, Arc may also, based on the specific circumstances of the vacant position, seek to fill the vacancy by way of external recruitment. For the purpose of this subclause, skill based progression will not be regarded as promotion. Positions to be filled by way of appointment, as opposed to progression, are prescribed in Schedule 2.

8.6 Transfers

- a) In the event of an Employee transfer one of the following may apply:
- i) Arc may transfer an Employee from one location / position to another, however, in considering the transfer Arc will consult with the affected Employee and will give appropriate consideration to the Employee's needs and circumstances (including family and domestic responsibilities) as well as organisational requirements.
 - ii) Where requirements or opportunities for transfers arise, Arc will seek volunteers by calling for expressions of interest from Employees wishing to be considered for transfer. However, this will not limit Arc's ability to transfer a particular employee where there is a specific requirement to do so.
 - iii) An employee may request to transfer to another location where Arc has a vacancy in a position suitable to that employee. Arc will reasonably consider that request having regard for the employee's reasons, equity, compassionate considerations and the operational requirements at both locations.

9 Hours of Work

9.1 Ordinary Hours

Employees' ordinary hours of work is 38 hours per week on average.

- a) Ordinary hours can be worked between the span of hours of 6am to 6pm.
- b) Ordinary hours of work for a Full Time employee will not be less than eight (8) hours in duration on each day or shift unless agreed with the Employee.
- c) Ordinary hours on any day or shift will not exceed ten (10) hours in duration or by agreement up to twelve (12) hours.

9.2 Employees' start and finish times, roster cycles and hours of work will be advised by Arc from time to time and may be changed to meet operational needs in accordance with clause 9.7.

9.3 Meal Breaks

- a) On any shift that exceeds five hours, employees will be entitled to an unpaid and uninterrupted meal break of thirty (30) minutes and employees required to work shifts in excess of ten hours will be entitled to a further paid break of twenty (20) minutes.

- b) The timing of meal breaks will be as agreed between the supervisor and the employee(s) so as to cause the least disruption to the operations but will be no later than the fifth hour of the shift.
- c) An employee required to attend a call out or work other additional shifts in excess of four hours duration will be entitled to a paid meal break of twenty (20) minutes where the call out or additional shift continues beyond that four hours. The timing of the meal break will be arranged so as to cause the least amount of disruption to the operations.
- d) The unpaid thirty (30) minute meal break may be converted to a paid twenty (20) minutes break in the following circumstances:
 - i) Where the employee, due to requirements of the supervisor (or other authorised person), is unable to have an uninterrupted meal break, or;
 - ii) Where the employee is requested to be on standby during their meal break (where the time of the meal break cannot be reasonably moved) or;
 - iii) Where the employee is required to return to work during their meal break (once commenced).
- e) When the paid meal break is applicable, in agreement with the employee's supervisor (or other authorised person), the employee may either finish duty early at the end of the Employee's working day or be paid additional hours if the employee works beyond that day. Any agreement will be in writing by the Employee and the Supervisor.

9.4 Weekend Work

- a) An Employee working rostered Ordinary Hours on a Saturday and Sunday will be entitled to be paid the allowances set out in clause 10.2(a) and 10.2(b).
- b) Employees employed prior to this Agreement in the positions of Per Way Patroller, Communications Technicians, Signal Maintainer and Signal Technician, will work ordinary hours on the Weekend by mutual agreement only. This exclusion does not apply to overtime and / or on call work or for any other Employee.

9.5 Rostered Day Off

- a) RDOs may be implemented as agreed between Arc and an Employee on the basis of the following arrangements:
 - i) No RDO accrual; or
 - ii) Two (2) hours accrued per week worked (known as the 19-day month).
- b) Where it is agreed that RDOs will be implemented, Ordinary Hours will be arranged to allow the accumulation of ordinary time towards the taking of RDOs.
- c) For the avoidance of doubt, RDOs will accumulate and be debited on Ordinary Hours only.
- d) Where an RDO is scheduled the Employee, unless otherwise agreed by the Employee and the Company, will be required to take the day off and accrued RDO entitlement will be deducted and paid out of their RDO banked hours.
- e) Where an Employee elects to take more than 7.6 accrued RDO hours out of their RDO bank on consecutive working days, the Employee must seek approval from the Company at least two (2) week in advance unless otherwise agreed. Any additional clearance of RDO's will be subject to operational requirements and Arc's agreement.
- f) Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination.
- g) Due to operational requirements, an Employee can be requested by Arc to either change their RDO to another day within the period or accumulate the day for later clearance. Arc will provide the Employee with a minimum five (5) working days' notice of such a change or lesser period by mutual agreement.

- h) Employees will have the flexibility to request the Company to:
 - i) Use their accrued / banked RDOs for days off.
 - ii) Any accrued RDOs in excess of thirty eight (38) hours will be paid out in the last pay period before Christmas each year or earlier as requested by the Employee.
 - iii) Convert their future RDO accrual hours into an equivalent dollar figure.

Such requests must be in writing.

- i) The provisions of this clause do not apply when employees complete shift work in accordance with clause 10 – Shift Work.

9.6 Reasonable Additional Hours

- a) From time to time, Employees may be required to work reasonable additional hours to their rostered hours to meet operational requirements. In determining whether the additional hours are 'reasonable', a range of factors must be taken into account, including (but not limited to):
 - i) any risk to the Employee's health and safety;
 - ii) the Employee's personal circumstances including family responsibilities;
 - iii) the operational requirements of the workplace;
 - iv) the notice (if any) given for the need to work the additional hours and the Employee's intention to refuse it; and
 - v) Any other relevant matter or other matters provided for by the Fair Work Act.

9.7 Notification of Change of Hours

- a) Should Arc require the Employee to permanently change their regular rostered ordinary hours of work, Arc will consult with the Employee about the proposed changes including seeking the views and circumstances of the Employees in accordance with clause 32 - Consultation. An Employee will be provided with a minimum of fourteen (14) days' notice of that change or a shorter period by mutual agreement. Temporary changes of less than four (4) weeks in duration may be worked either immediately by agreement or on forty-eight (48) hours' notice.

10 Shift Work

- 10.1 Where an Employee is required to work Shift Work, the Roster Cycle will ensure that the Employee's ordinary hours of work will be thirty-eight (38) ordinary hours averaged over the roster cycle. Shift workers ordinary hours will be worked in accordance with a roster.
- 10.2 An Employee working Shift Work will be paid the following shift allowances. The allowances will be applied to the Employees applicable base hourly rate contained in Schedule 1 of this Agreement in respect to ordinary hours worked:
 - a) **Saturday Shift** - Ordinary hours worked on a Saturday will be a rate equal to 175% of their base hourly rate for each hour work.
 - b) **Sunday Shift** – Ordinary hours worked on Sunday will be a rate equal to 175% of their base hourly rate for each hour worked.
 - c) **Public Holiday Shift** - Ordinary hours on any public holiday will be paid a rate equal to 270% of their base hourly rate for each hour worked.
 - d) **Early Morning Shift** - Ordinary hours commencing at or after 4 am but before, 6am on any weekday will be paid a rate equal to 120% of their base hourly rate for each hour worked.

- e) **Afternoon Shift** - Ordinary hours commencing between 12 pm and 6 pm and finishing after 6pm any weekday will be paid a rate equal to 120% of their base hourly rate for each hour worked.
 - f) **Night Shift** - Ordinary hours commencing after 6.00 pm and before 4am on any weekday will be paid a rate equal to 130% of their base hourly rate for each hour worked.
- 10.3 Employees employed prior to this Agreement in the positions of Per Way Patroller, Communications Technicians, Signal Maintainer and Signal Technician, will work ordinary hours on the Weekend (this includes a Saturday and Sunday Shift as per clause 10.2) by mutual agreement only. This exclusion does not apply to overtime and / or on call work or for any other Employee.
- 10.4 Employees who work less than four (4) consecutive Early Morning, Afternoon or Night Shifts in any roster period will be paid a minimum premium of 150% for working those shifts.
- 10.5 The penalty rates within this clause and clause 11 - Overtime are not cumulative. Where an Employee is entitled to more than one penalty rate, the Employee will be entitled to the highest single penalty rate.
- 10.6 Arc may change shift rosters or require an Employee to work a different shift roster at its' direction where operational circumstances require. Arc will provide the Employee with as much notice as practicable prior to any change in the roster and, wherever possible, Arc will consult with the Employee before any change to the roster is made. Where Arc proposes permanent changes to shift rosters Arc will consult with the Employee about the proposed changes including seeking the views and circumstances of the Employees in accordance with clause 32- Consultation and provide a minimum of fourteen (14) days' notice of that change or a shorter period by mutual agreement.

11 Overtime

- 11.1 Where Employees are required to work additional hours (any of the following may apply):
- a) In excess of ordinary hours prescribed in clause 9.1; or
 - b) For Shift Work, in excess of hours prescribed in clause 10.1; or
 - c) In excess of daily ordinary hours; or
 - d) For Part time Employees, beyond the agreed ordinary hours;

They will be paid for these additional hours at the rate of:

| When | Overtime Penalty |
|-------------------------|---|
| <i>Monday to Sunday</i> | 175% of their base hourly rate for each hour worked |
| <i>Public Holiday</i> | 270% of their base hourly rate for each hour worked |

- 11.2 All overtime is to be calculated and applied to Employees applicable base hourly rate of pay in Schedule 1.
- 11.3 An Employee recalled to work overtime after leaving the worksite will be paid for a minimum of four (4) hours work at the applicable overtime rates.
- 11.4 Rest periods after working additional overtime hours
- a) The minimum rest period between ordinary shifts will be ten (10) hours.

- b) Where circumstances require, and subject to satisfying fatigue management requirements, employees may be requested, and agree, to resume work without the minimum rest period.
- c) In the case of callouts, the following should apply:
 - i) Except where clause 11.4(c)(iv) applies, where an employee has completed a ten (10) hour break from work and attends a callout (or callouts) and the employee is planned to commence an ordinary shift following the call out, the following will apply:
 - (A) Where the call out starts between a break from work of ten (10) hours and less than twelve (12) hours, the employee is entitled to a break of up to eight (8) hours following the completion of the call out, otherwise;
 - (B) The commencement time of the ordinary shift will be moved back by the length of the actual time worked on the call out (or call outs);
 - ii) Where an employee has not completed a ten-hour break from work and attends a callout (or callouts) the employee will be entitled to a ten (10) hour break after attending the last callout during the non-work or rostered standby period;
 - iii) For the purpose of determining rest periods on non-working days an employee's rest period will notionally be treated as commencing at 4pm on the non-working day;
 - iv) Where an employee has completed a ten (10) hour break from work and attends a callout (or callouts) on a normal working day and the callout is still being attended to at the normal shift commencement time or a callout commencing on or after 4am (irrespective of the callout duration) will be treated as follows:
 - (A) The callout commencement time will be treated as the start of the shift for the day;
 - (B) The employee will work the remaining hours necessary to complete the eight (8) hour shift for the day and then be released from duty (unless required to continue working due to an emergency or unavoidable necessity) or, if agreed, the employee may be released from duty as soon as practicable to commence rest in accordance with clause 11.4(c)(i);
 - (C) Time will be treated as a call out up to the normal commencement time with the remainder of the eight (8) hours being treated as ordinary hours and any hours not worked, up to the original shift finishing time being treated as make up time;
 - (D) Where the employee is required to continue working beyond the eight (8) hours, due to an emergency or unavoidable necessity, those further hours will be paid at the additional hours rate of pay;
 - v) Where an employee commences work later than the normal commencement time as a result of taking the rest periods provided for in this clause the employee will only be required to remain at work until the employee's original shift finishing time unless required to continue work due to an emergency or unavoidable necessity;
 - vi) An employee will not lose ordinary pay as a result of being provided the above rest periods resulting from callouts. In such cases, make up time will be paid for the ordinary hours for the day, callouts excepted, that have not been worked.
 - (A) This also applies where Arc has approved for an employee to take paid annual, long service leave or a rostered day off which proceeds a period of on call resulting in a rest period as per this clause. In this event, the period of the paid leave will be reduced until the employee has had their break.

12 Remuneration

- 12.1 The base rates payable to Employees for each classification of work are set out in Schedule 1 – Rates of Pay.
- 12.2 Arc will be responsible for determining the classification level of each Employee in accordance with Schedule 2 – Classification Framework.
- 12.3 Pay Increases
- a) The rates of pay listed in Schedule 1 contain the following increases, which will be effective on and from the first full pay period on 1 January of each applicable year below:
- i) 1 January 2018 – 1.5%
 - ii) 1 January 2019 – 2%
 - iii) 1 January 2020 – 2%
 - iv) 1 January 2021 – 2%
- b) Employees in the positions of Track Maintainer, Per Way Welder and Per Way Welder Offsider who are employed with Arc prior to the commencement date of this Agreement and continue to be employed with Arc at the commencement date of the Agreement will receive:
- i) A fixed increase of 1.35% for buy out of annual leave loading and a 0.75% increase. The rates listed in Schedule 1 for 1 January 2018 already contain these increases. The 0.75% increase is to recognise that these Employees accept their annual salary increase changing from July to January.
- 12.4 Frequency of Pay
- a) Salaries will be paid fortnightly by electronic funds transfer to the credit of an Employee at a recognised financial institution nominated by the Employee.
- 12.5 Overpayments
- a) Where an Employee is for any reason overpaid, Arc will advise details to the Employee. The Employee and Arc will seek to reach an agreement on recovery of the overpayment against their earnings in the following pay or pays to allow reasonable reconciliation of the overpayment. Any agreement will be in writing.
- b) A dispute about an overpayment or hardship to an Employee who has been overpaid may be dealt with in accordance with the Dispute Resolution Procedure.

13 Superannuation

- 13.1 Arc will make superannuation contributions on the employee's behalf, as provided by the Superannuation Guarantee (Administration) Act 1992 as amended or replaced, into a complying superannuation fund as nominated by the employee.
- 13.2 Where an employee does not nominate a complying superannuation fund by the end of the first pay period of commencing employment, Arc will make contributions to a nominated compliant default fund, with Australian Super.
- 13.3 Employees may salary sacrifice into a complying superannuation fund. Any salary sacrifice must be in accordance with the Australian Taxation Office requirements and guidelines established by the Company.

- 13.4 For the purposes of clarity, an employee who enters into a salary sacrifice arrangement in accordance with clause 14, will have their employer superannuation contributions provided for under this clause calculated on the rate of pay provided for at Schedule 1 and not be reduced by virtue of the salary sacrifice arrangement.

14 Salary Packaging

- 14.1 Arc and an Employee may enter into a Salary Packaging arrangement (salary sacrifice) in accordance with Arc policy as determined from time to time, and subject to the requirements of the Australian Taxation Office (**ATO**) and relevant legislation.

15 Salary Continuance

- 15.1 Subject to, and in accordance with, the applicable Arc policy, all eligible employees are automatically covered under the Arc Salary Continuance Insurance:
- a) In the event that an employee who is applying for salary continuance has exhausted all their personal leave accrual prior to the qualifying period concluding, the employee may be granted special paid leave until such time as the claim is reviewed by the Insurer;
 - b) Where approved, payment of special leave will be at the employee's substantive ordinary rate of pay, however annual leave, personal leave and long service leave will not accrue during the period where special paid leave applies;
 - c) The employee's personal leave may be used to cover any shortfall in the Insurer's base pay coverage (i.e. if the Insurer covers base pay up to a maximum 75% the employee's personal leave will cover the remaining 25%). In the event that the employee has exhausted all personal leave the gap may be covered by Arc;
 - d) In the event the Insurer declines the claim, Arc will not be required to provide any further special paid leave.
 - e) Nothing in this clause precludes Arc from making a decision to terminate an employee's employment where a suitable qualified medical practitioner certifies the Employee can no longer perform the inherent requirements of their position. Prior to making a final decision to terminate an Employee on these grounds, Arc will consider available suitable alternative positions for redeployment.

16 Allowances

- 16.1 The Allowances listed in clauses 16.2, 16.3, 16.4, 16.5 and 16.6 will increase on and from the first full pay period on 1 January of each applicable year based on the same pay increases outlined in clause 12.3(a).

The following allowance may apply to Signal Technicians:

- 16.2 Nominee Allowance
- a) An "A" grade electrical licensed tradesperson required to act as a nominee for an in house electrical contracting licence will be paid a flat allowance of \$113.15 per week.
 - b) Arc will pay for the appropriate level of insurance to cover the work of the nominee, where required.

The following allowance may apply to Signal Technicians, Signal Maintainers, Per Way Patroller and Communication Technicians:

16.3 Availability Allowance

- a) Employees required by Arc to be reasonably available to respond to call outs outside their ordinary hours in addition to them being specifically placed on call rosters (clause 16.6) or standby block arrangements (clause 36) will be paid an all-purpose Availability Allowance of 5% applied to employee's applicable base rate of pay listed in Schedule 1.
- b) Continued payment of this Allowance is dependent on the employee's reasonable availability, which will be reviewed on a regular basis and any employee not making themselves reasonably available when so called may have this payment ceased, temporarily or indefinitely at the discretion of Arc.
- c) This allowance will not apply to Apprentices or Employees which Arc determines that are not required or component to be available in accordance with clause 16.3(a).

The following allowances may apply to Track Maintainer, Per Way Welder & Per Way Welder Offsider:

16.4 Base Rate Modifiers

- a) The following Base Rate Modifiers will be paid to an Employee where they hold and maintain the relevant competency and Arc requires the Employee to perform the work associated with relevant competency, the hourly allowances are an all-purpose payment:

| Base Rate Modifier | Description | Hourly Allowance |
|---|--|------------------|
| M1 | MR Licence (when allocated as the designated driver of a truck) | \$0.93 per hour |
| RRV02 / RRV0 | Hold either of : RRV02 Track Access Permit RRV0 Manual | \$0.93 per hour |
| PO3 | PO3 Track Access Permit | \$1.56 per hour |
| Note: RRV02 / RRV0 and PO3 can only apply independently of each other meaning only one allowance can apply at any given time. | | |

16.5 Overtime Meal Allowance

- a) An Employee who is required to work in excess of two (2) hours overtime, after working their rostered Ordinary Hours (where overtime is worked as a continuation of an ordinary shift), will be paid a meal allowance of \$15.98.

The following allowances may apply to all Employees:

16.6 On-Call Allowance

- a) When an Employee is nominated by Arc to be on call to carry out work as required outside of their Ordinary Hours, then they will be entitled to;
 - i) Receive a flat payment of \$5.07 per hour.
- b) On each occasion that an Employee is recalled to duty they will be paid a minimum of four (4) hours at the relevant overtime penalty rate.
- c) If an employee is called back within the minimum payment period mentioned above in subclause 16.6(b), they will not be entitled to any extra payment until their working time exceeds the minimum period.
- d) Employees must be in a fit state to carry out the full functions of their role consistent with Arc policy and this Agreement, contactable and be available to return to duty.

- e) In the event that an Employee is recalled to duty, the provisions of clause 11.4 will also apply.
- f) If an employee is not contactable or fails to respond and does not attend duty the employee will not be paid the allowance for the period the employee was required to be on call.
- g) This clause will not apply to Employees receiving paid standby roster arrangements provided for in clause 36.

16.7 Higher duties

- a) An Employee appointed by Arc to perform the duties of a higher position for one (1) day, will be paid the higher position base rate of pay for the time performing the duties of the higher position.
- b) Provided that such time is not part of on the job training under the direct supervision of another Employee.

16.8 Motor Vehicle Reimbursement

- a) Where an employee is requested by Arc, and agrees, to use their own motor vehicle on work related duties they will be reimbursed the applicable "cents per kilometre" rate for the work related distance travelled, as detailed by the ATO. The rates will be adjusted each year following publication by the ATO as amended or updated from time to time and be effective from the commencement of the first pay period on or after July 1 each year.
- b) Signal Maintainers not supplied with a work vehicle who use their own vehicle to attend work, which commences at the depot, for a planned weekend overtime shift, will be able to claim the allowance set out in clause 16.8(a), for the distanced travelled from home to the depot and the return trip. This payment may be subject to PAYG.

16.9 Expenses

- a) Expenses incurred by an employee while on Arc Business will be paid in accordance with the following provisions and Arc policy concerning expenses. Employees will only be paid expenses when a cost is actually incurred and employees may be required to provide evidence to Arc's satisfaction of those costs incurred.
- b) An Employee directed by Arc to work at a location away from where the Employee is usually employed, will be transported to that location free of cost, where this does not occur will be paid any fares (including return fares on completion of job) reasonably incurred by the Employee. Where there is a requirement for an overnight stay the following provisions will apply:
 - i) Arc Infrastructure will provide and pay for Employees Accommodation. Accommodation will be approved by an Employees immediate Supervisor and booked in accordance with Arc's internal procedures as amended from time to time;
 - ii) Employees will be eligible to claim the meal allowances for breakfast, lunch and dinner (as required to be claimed) and receive a daily incidental allowance in accordance with the "Reasonable Daily Travel Allowance expenses Table 1" as declared by the ATO as amended or updated from time to time. Meal allowances will not be claimed where meals are provided as part of the Accommodation.
 - iii) The ATO allowances will be published on Arc's intranet. The amounts will be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on and from 1 July of each year of this Agreement.

17 Annual Leave

- 17.1 Employees, other than casuals, accrue annual leave in accordance with the NES. This means a full time Employee is entitled to accrue four (4) weeks (152 hours) for a completed year of continuous service
- a) Employees will accrue an additional week of annual leave when deemed to be a seven-day shift worker who is regularly rostered to work on Saturdays, Sundays and public holidays where they perform shift work or are on a permanent night shift.
- 17.2 An Employee may request to take annual leave at a time convenient to them and as agreed with Arc. When authorising annual leave, Arc will take into account the operational requirements of the workplace and will not unreasonably refuse or revoke authorisation for the taking of annual leave.
- 17.3 Employees may request in writing to cash out an amount of annual leave which they have accrued providing it is authorised by Arc and they have a remaining leave balance of four (4) weeks or greater. Any agreement to cash out leave will be made in writing and payment of the leave will be in accordance with clause 17.4.
- 17.4 Payment of annual leave will be based on the pay an Employee would have received in respect of the ordinary hours the Employee would have worked had the Employee not been on leave during the relevant period.
- 17.5 Annual leave will not accrue during any period of unauthorised absence or unpaid leave, unless the unpaid absence/leave is deemed continuous service as provided for in the Fair Work Act.
- 17.6 Employees who have in excess of eight (8) weeks annual leave (ten (10) weeks for a Shift Employee) can be directed to take annual leave. Arc will provide Employees with not less than eight (8) weeks' notice prior to the date they are required to take the excessive annual leave. Employees may also choose to elect to cash out the excessive leave in accordance with sub clause 17.3.
- 17.7 Where a public holiday falls during a period of annual leave, on a day an Employee would have ordinarily worked had they not been on leave, the Employee will be credited with an additional day of leave.
- 17.8 An Employee who requires to take personal leave during any period of annual leave can apply for, and will be granted personal leave to replace the annual leave (this includes carers leave). Arc will need to be notified as soon as the need arises to take such leave and any claim to personal leave will be in accordance with clause 18 – Personal Leave.
- 17.9 An Employee's accrued untaken annual leave entitlement will be paid out on termination of employment.

18 Personal Leave

- 18.1 Employees, other than casuals, are entitled to accrue progressively throughout the year, ten (10) days paid Personal Leave per annum in accordance with the NES.
- a) Employees on commencement of this Agreement will have continued access to their accrued but untaken personal leave entitlement.
- 18.2 Personal leave is available to Employees when they are unfit for work due to personal illness or injury.

- 18.3 An Employee is also entitled to use Personal Leave for Carer's leave 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 personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
- 18.4 Untaken paid personal leave will accumulate from year to year. Accrued personal leave will not be paid out on termination.
- 18.5 An Employee who is absent from work and receiving workers compensation payments is not entitled to access personal leave.
- 18.6 Employees are required to notify Arc (their direct Supervisor) for the need to take the leave as soon as possible after becoming aware of the need for the leave. Where possible, Employees should advise Arc of the expected duration of the absence.
- 18.7 Employees are required to provide evidence to substantiate the need for personal leave. The evidence required is evidence which would satisfy a reasonable person that the leave is for the purpose for which it is being taken. Generally, reasonable evidence will be a medical certificate from a suitably qualified medical practitioner or a statutory declaration. Evidence will not be sought for absences of two (2) days or less unless it is requested by Arc. Where Arc requires evidence, this will be requested in advance or at the time the Employee notifies Arc they cannot attend work due to personal leave.
- 18.8 Domestic Violence Leave
- Arc recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Arc is committed to provide support to employees that experience and are victims of domestic violence, in addition to the employee assistance program an Employee can access:
- a) Up to ten (10) days of additional unpaid leave per annum;
 - b) Should an employee wish to use either paid personal/annual leave in addition to or instead of the unpaid leave then they should advise the Human Resources at the time of applying for any of the Domestic violence leave of their preferred preference.
- All applications for Domestic violence leave will be managed in a confidential manner by the Employee and Arc Human Resources and in accordance with ARC's policy requirements as amended from time to time.

19 Public Holidays

- 19.1 Public Holidays will be New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Western Australia Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted day.
- 19.2 An Employee is entitled to be absent on any public holiday, without loss of pay if regularly rostered to work ordinary hours on the day the public holiday falls, unless required to work on the public holiday. If required to work on the public holiday, the Employee will be paid at the rate of 270% of their base hourly rate of pay listed in Schedule 1 for the hours worked.
- 19.3 Where any public holiday, other than Easter Saturday, falls on a Saturday or on a Sunday, the public holiday will not be observed on the Saturday or Sunday but will be observed on the following Monday. When Boxing Day falls on a Sunday or Monday, the public holiday will not be observed on the Sunday or Monday but will be observed on the following Tuesday.

- 19.4 Signal Technicians and Signal Maintainers who receive standby roster arrangements (clause 36) and work a designated public holiday when attending call outs will not receive any additional payments outlined in clause 19.2.
- 19.5 A Casual Employee is not entitled to leave in accordance with this clause.

20 Long Service Leave

Employees employed in the positions of Track Maintainer, Welder, Welder's Offsider and Labourer will be entitled to the following Long service leave provisions:

- 20.1 Will receive Long service leave in accordance with the provisions of the Construction Industry Portable Paid Long Service Leave Act 1985.

Employees employed in the positions of Signal Technician, Signal Maintainer, Communications Technician and Per Way Patroller will be entitled to the following Long service leave provisions:

- 20.2 Employee's will be entitled to thirteen (13) weeks of long service leave upon completion of each ten (10) years of continuous service.
- 20.3 Where an Employee has completed at least seven (7) years continuous service with Arc, they are entitled to a pro rata long service leave termination payment, unless employment is terminated for serious misconduct.
- 20.4 In order to provide Employees with an opportunity to use long service leave in a way, which best suits their individual circumstances, where it is reasonable for the business to accommodate this an Employee may request to:
- a) Take long service leave in shorter periods as agreed with Arc.
 - b) Receive half their entitlement and receive double the payment they would have ordinarily received.
 - c) Receive half pay and double the leave they would have ordinarily received.
 - d) Receive pay in lieu of taking their long service leave entitlement.
- 20.5 Long service leave will be taken at a time agreed between Arc and the Employee.
- 20.6 All payments made in respect to long service leave or of payments in lieu thereof will be at the Employees base rate of pay applicable to the Employee at the date of taking the leave.
- 20.7 Long service leave will not accrue during periods of unauthorised or unpaid leave.

21 Compassionate Leave

- 21.1 An Employee will be entitled to paid compassionate leave of up to three (3) days, on each permissible occasion, when a member of the Employees immediate family, or a member of the Employees 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.

- 21.2 An employee will give Arc notice of the taking of leave as soon as possible and advise the period, or expected period, of the leave and if requested by Arc to provide evidence that would satisfy a reasonable person of the circumstances that require the leave.

22 Parental Leave

- 22.1 Employees will be entitled to parental leave in accordance with the National Employment Standards (NES).
- 22.2 Where an Employee is entitled to unpaid parental leave in clause 22.1 and has at least 12 month's continuous service, they will be entitled to:
- a) Where the Employee is the primary caregiver, they will be entitled to fourteen (14) weeks (532 hours) of paid parental leave on the birth or adoption of the child, to be taken during the fifty-two (52) week unpaid leave period.
 - i) Paid parental leave will commence on the first working day after the birth or adoption of the child and will be paid to the Employee on the usual fortnightly basis.
 - b) Where the Employee is the non-primary caregiver, they will be entitled to four (4) weeks (152 hours) of paid parental leave at the time of the birth or adoption. Employees may also access unpaid leave in accordance with NES, provided the total period of leave does not exceed the period provided for in the NES.
 - i) In cases of the death / serious incapacity of the primary carer (and upon the provision of satisfactory evidence, if required), the fourteen (14) weeks paid leave in clause 22.2(a) may be granted in place of the four (4) weeks paid leave.
 - c) The paid leave entitlements within this clause will be managed in accordance with Arc policies.
- 22.3 Employees returning from Parental leave have the right to request flexible working arrangements. Any such requests will be managed in accordance with the relevant provisions of the Fair Work Act.
- 22.4 Casual Employees will not be entitled to the paid leave entitlements in this clause.

23 Other Leave

- 23.1 Jury Service
- a) If the Employee is required to attend jury service during their ordinary hours, the Employee will be paid for attendance at jury service.
 - b) An Employee will notify Arc as soon as practicable of the date(s) they are required to attend for Jury Service, and if requested provide reasonable proof of the need to attend Jury Service.
- 23.2 Defence Forces Reserve Training
- a) An Employee will be entitled to leave for training with the Defence Force Reserves in accordance with the relevant legislation.
- 23.3 Emergency Services Leave
- a) An Employee will be entitled to paid time off work (including any shift allowances) to participate in a voluntary emergency management activity (as defined in the Fair Work Act).

- b) Employees must inform Arc in writing if they are a member of a recognised emergency management body (as defined in the Fair Work Act) as soon as practicable after they commence employment with Arc.
- c) If an Employee wishes to take paid time off work to participate in a voluntary emergency management activity, they must inform Arc as soon as practicable the reason for the absence and the likely length of the absence, and may be required to provide evidence that they will be engaging in a voluntary emergency management activity.

23.4 Other Leave

- a) Employees may also be eligible to take other forms of leave in accordance with Arc policies and the NES.

24 Stand Down

- 24.1 Arc may stand down Employees without pay for any time during which Arc determines that an Employee cannot be usefully employed through a stoppage of work for which the Company cannot reasonably be held responsible.
- 24.2 Arc will advise the affected Employees, and if the Employees choose, their nominated representative before implementation of the stand down. This advice is to be provided at least twenty-four (24) hours prior to the stand down commencing. Arc will keep affected Employees updated on the expected duration of the stand down. Employees are entitled to seek alternative temporary employment during this time, and Arc will not unreasonably refuse such a request.
- 24.3 Arc will pursue all reasonable means in providing the affected Employees with alternate duties prior to initiating the stand down. Where no alternative duties are allocated Arc may require Employees to undertake training and/or re-accreditation.
- 24.4 During the stand down period, Employees can elect to take accrued annual leave.

25 Termination of Employment

- 25.1 Either Arc or an Employee may terminate employment by providing a written notice period (or payment in lieu of notice) of:

| Employment Type | Required period of notice |
|--|---------------------------|
| Casual Employee | 1 day |
| Probation Employee | 1 week |
| Full time or Part time Employee Fixed and Maximum Term Employee | 4 weeks |

- 25.2 Arc will be required to provide Full time and Part time Employees an additional week of notice to Employees aged forty five (45) years of age or older who have completed at least two (2) years continuous service with the company.
- 25.3 A period of notice given by an Employee who has resigned can only be reduced by mutual agreement.
- 25.4 If the Employee does not work some or all of the required notice in this clause, Arc may withhold an amount in lieu of the remaining period of notice from any monies otherwise owing to the Employee as permitted by law.
- 25.5 Nothing in this clause prevents Arc terminating an Employee's employment without notice

for serious misconduct.

- 25.6 Arc has the right to suspend an Employee with pay for the purposes of investigating a serious disciplinary matter.
- 25.7 A Fixed or Maximum term Employee employed for a fixed or maximum period of time may be terminated without the need for notice of termination to be given at the end of such fixed or maximum period.
- 25.8 On termination of employment, or earlier during the notice period on request, Employees must return all the company property to Arc.

26 Redeployment & Redundancy

- 26.1 Redundancy occurs where Arc needs to make organisational changes which leads to a definite decision to no longer require an employee's position to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 26.2 In appropriate circumstances, Arc may choose to seek expressions of interest from Employees to volunteer for redundancy before moving to an involuntary redundancy process.
- 26.3 Redeployment & Retraining
- a) Arc may redeploy an Employee into a role that the Employee is capable of performing. An Employee may need to undergo reasonable training as part of any redeployment.
- b) Where Arc offers an Employee a suitable alternative position the employee will not be entitled to the severance payments outlined in clause 26.4.

26.4 Severance Payments

- a) In addition to the notice of termination entitlements outlined in Clause 25 - Termination of Employment, and subject to sub clause 26.3, if an Employee's position is redundant they will be eligible for redundancy entitlements in accordance with the following scale upon each completed year of service with Arc.

| Employee's period of continuous service | Redundancy pay |
|---|----------------|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years | 16 weeks |

- b) To avoid doubt, severance payments will be calculated on the applicable base rates of pay at thirty (38) hours per week (for Full time Employees) as outlined in Schedule 1 of this agreement.

- 26.5 This entire clause does not apply to Employees employed on a Casual, Fixed or Maximum Term basis or Employees covered by the Redundancy provisions in Schedule 3 of this Agreement.

27 Unauthorised Absence

- 27.1 Any unauthorised absence from work by an Employee may not be paid by Arc. Employees may be subject to disciplinary action for any unauthorised absences.

28 Uniforms

- 28.1 Arc will provide Employees uniforms free of charge in accordance with the applicable Arc policy. Employees will also be provided with the necessary PPE relevant to their role.
- 28.2 Employee's uniform and PPE will be replaced on a fair wear and tear basis, as agreed between Arc and an Employee.

29 Policies & Procedures

- 29.1 All Employees are required to comply with Arc policies and procedures as varied from time to time. A copy of Arc's policies and procedures can be found on the company intranet. Arc policies and procedures do not form part of this Agreement.

30 Dispute Resolution Procedure

- 30.1 Where Arc and an Employee are in dispute about any matters arising under this Agreement or in relation to the National Employment Standards, the following procedure will be followed.
- 30.2 In the first instance as soon as it is practicable the Employee(s) concerned will raise the concern with their Supervisor/Manager who will respond within seven (7) days.
- 30.3 The Employee(s) may be represented by a representative of their choosing to assist with resolution at any stage of this process.
- 30.4 If the concern is not resolved by the Supervisor/Manager or where it is inappropriate to discuss with the Supervisor/Manager, the concern will be referred to the Manager next in line in writing, who will respond in seven (7) days.
- 30.5 If the above procedure is followed and the concern remains unresolved, the matter will be referred to Human Resources for further assistance and resolution.
- 30.6 If the concern is then not settled it can be referred by either party to Fair Work Commission for conciliation.
- 30.7 The parties are committed to resolving all matters of concern by conciliation.
- 30.8 The matter may then proceed to arbitration at the request of either party, once the parties have exhausted all attempts to conciliate an agreed outcome.
- 30.9 During the period of dispute, from the time when the matter first arises until the time of resolution, normal work will continue, unless the performance of the normal work would place at risk the health and safety or wellbeing of the employee(s) concerned, or Arc elects to stand down the employee(s) on pay while the matter is being investigated. No party will

suffer any prejudice as to the resolution of this matter by reason only that normal work continues as required by this process.

- 30.10 Should an employee be required to attend conciliation or an arbitration hearing/ matter before a tribunal, any resulting time off work will be granted without loss of ordinary pay.

31 Individual Flexibility Agreement

- 31.1 Arc and an Employee can agree to make an Individual Flexibility Agreement (**IFA**) to vary the effect of terms of this Agreement where Arc and the Employee genuinely agree to the arrangement.
- 31.2 Arc will ensure the IFA agreed to:
- a) is in writing and identifies the name of both parties;
 - b) is signed by both parties (if the Employee is under eighteen (18) years of age – signed by a parent or guardian of the Employee);
 - c) is about permitted matters and does not contain unlawful terms;
 - d) includes details of which terms will be varied and how they will be varied; and
 - e) results in the Employee being better off overall than they would have been if the IFA had not been made.
- 31.3 The terms which the parties may agree to vary are those concerning:
- a) arrangements for when work is performed;
 - b) overtime rates;
 - c) penalty rates; and
 - d) allowances.
- 31.4 Arc will provide a copy of the IFA to the Employee within fourteen (14) days after it is agreed to.
- 31.5 Arc or the Employee may terminate an IFA by giving not more than twenty-eight (28) days written notice to the other party, unless the parties mutually agree to a lesser period.

32 Consultation

- 32.1 This clause has application where Arc 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 proposes to introduce a change to the regular roster or ordinary hours of work of Employees. For the purpose of this clause:
- a) Where Arc has made a definite decision to introduce a major change that is likely to have significant effect, it will consult with affected Employees prior to proceeding with the implementation of the major change.
 - b) An Employee may appoint a representative and Arc will recognise the representative once advised by the Employee for the purposes of the process outlined in this clause; and
 - c) Arc is not required to disclose any confidential or commercially sensitive information to relevant Employees or their representatives.

32.2 Major Change

- a) Arc must notify the relevant Employees of the definite decision to introduce the major change. As soon as practicable after making its decision, Arc must discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on the Employees and any measures it is taking to avert or mitigate the adverse effect of the change on the Employees.
- b) For the purposes of the discussion, provide, in writing (if necessary), to the relevant Employees:
 - i) All relevant information about the change including the nature of the change proposed; and
 - ii) Information about the expected effects of the change on the Employees; and
 - iii) Any other matters likely to affect the Employees.
- c) Arc must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

32.3 Change to regular roster or ordinary hours of work

- a) Arc must notify the relevant Employees of the proposed change to regular roster or ordinary hours of work. As soon as practicable after proposing to introduce the change, Arc must:
 - i) Discuss with the relevant Employees the introduction of the change;
 - ii) For the purposes of the discussion, provide the relevant Employees all relevant information about the change, including the nature of the change and information on the effects of the change on the Employees;
 - iii) 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); and
 - iv) Give prompt and genuine consideration to matters raised about the change by the relevant Employees.

32.4 Relevant Employees means the Employees who may be affected by a change in sub clause 32.1.

33 Inclement Weather

- 33.1 Inclement weather will be managed in accordance with relevant Arc policies and procedures as amended from time to time. However, where Arc has not implemented a policy or procedure which manages Inclement Weather the following process will be utilised:
 - a) Step 1 – Prior to starting work, the person in charge of the worksite will obtain relevant meteorological information (as made available to them by Arc) to be used in the pre start work brief.
 - b) Step 2 – All employees are to take regard to the weather information with regard to the potential impact of inclement weather on the planned work at the pre start work brief, in conjunction with any available health and safety representative.
 - c) Step 3 - The person in charge of the work site will interpret the information and where necessary revise the day's work plan to mitigate the risks associated with the inclement weather in conjunction with any available health and safety representative and Employees.
 - d) If the above process fails to reach agreement with respect to the way in which work is to be undertaken during the inclement weather (that is a majority of the employees don't agree),

the person in charge of the worksite will contact either the Manager Maintenance Delivery (or their nominated authorised representative) or Manager Health Safety and Environment (or their nominated authorised representative) for resolution and who will make a final decision.

- 33.2 There will be no deduction of wages for any working time lost due to inclement weather. In the event that a complete shift is lost due to the inclement weather, the Employee will be paid for the Ordinary Hours rostered at the applicable rate of pay or a minimum of four (4) hours at the applicable overtime rate for overtime shifts.

34 Disciplinary Matters

- 34.1 The disciplinary measures that Arc may take against an Employee may include:
- a) A verbal caution;
 - b) Written warning;
 - c) Termination of Employment, with or without termination notice as applicable.
- 34.2 Where Arc makes a decision to formally investigate a disciplinary concern or allegation(s) of misconduct, pending the outcome of the investigation process employees may be;
- a) Suspended without loss of pay (overtime excluded); or
 - b) Placed on alternative duties without loss of pay; or
 - c) Re-assessed and continue with normal duties if suitable and applicable given the circumstances.
- 34.3 Any internal investigation of a matter or incident by Arc that may lead to disciplinary action being taken must apply the principles of natural justice, which can include:
- a) Employee being advised of any allegation of misconduct or serious misconduct for which Arc chooses to investigate, and provide the Employee with relevant information and the opportunity to respond to such allegations.
 - b) The option for the Employee to have a support person at formal disciplinary meetings if requested by the employee.
 - c) Disciplinary inquiries and investigations to be kept confidential by all involved.
- 34.4 Disciplinary matters will be managed in accordance with Arc policies and procedures as amended from time to time.

35 Workplace Representation

- 35.1 Workplace Representatives will be granted up to five (5) days of workplace representation leave each calendar year, non-cumulative, to attend courses conducted by the Union or a training provider nominated by the Union, that are designed to provide skills and competencies that will assist the Workplace Representative perform their functions, including contributing to the prompt resolution of disputes or grievances in the workplace.
- 35.2 The granting of workplace representation leave will be subject to the following provisions;

- a) Any request for leave is in writing and includes the nature, content and duration of the training course to be attended;
 - b) Requests for leave are provided to Arc at least four (4) weeks prior to the proposed training;
 - c) The taking of the leave will not have any adverse effects on the operational requirements of the Arc business; and
 - d) Has the approval of Union and Arc.
- 35.3 Eligible workplace representation leave will be paid at the Employee's base rate of pay and applicable all purposes allowances for their Ordinary Hours.

36 Standby Roster Arrangement

The provisions of this clause will only apply to Signal Technicians and Signal Maintainers.

- 36.1 Standby Roster Arrangement is a callout arrangement for Signal Technicians and Signal Maintainers where the hours outside ordinary rostered working hours are rostered in weekly periods and compensated by way of block payments listed in Schedule 1. It is paid in lieu of on call allowance (clause 16.6) and overtime (clause 11) that might otherwise have applied.
- 36.2 Employees placed on standby rosters are required to make themselves available during the standby period to be recalled to work as necessary to perform call out work as directed.
- 36.3 Employees working on the standby roster in accordance with this clause will be paid the prescribed block payments set out in Schedule 1. Employees will be paid the applicable block payments where the roster coverage criteria are met.
- 36.4 General Provisions
- a) All Signal Technicians and Signal Maintainers in each Roster Zone are required to participate, or make themselves available to participate, in the standby roster.
 - b) Standby rosters will be shared equally amongst the participating Signal Technicians in each Roster Zone, wherever practicable.
 - c) Arc will determine when a Signal Technician or Signal Maintainer is qualified to participate on the standby roster.
 - d) Arc will determine the standby roster cycle for each Roster Zone based on operational requirements.
 - e) When there is more than the minimum number of Signal Technicians or Signal Maintainers within a Roster Zone required to satisfy the minimum roster cycle an Employee may request to not participate on the standby roster, subject to Arc's agreement.
- 36.5 Standby Roster
- a) Employees will be rostered on a weekly standby roster for periods of one week at a time.
 - i) The weekly standby roster period will extend from 3:30pm Thursday until 7am the following Thursday, with exception of a Thursday being a Public Holiday in which case the standby roster period will commence from 7am on the Thursday morning. The standby roster period times in this sub clause can move to account for Employees rostered ordinary hours, as nominated by Arc. The days of standby roster may be changed in roster zones by majority mutual agreement of Employees in that zone.
 - ii) For the purposes of administration and payment, the standby roster week is divided into "roster blocks" as detailed in Clause 36.6.

- b) Employees may due to illness (or other reasons) arrange to change the standby roster week or part thereof (roster blocks) with another Employee (who holds the same position) within the Roster Zone provided that the Employee concerned advises their immediate Supervisor for approval, and once approved notifies Network Control and any other nominated person of the change.
- c) Employee's who have worked sixteen (16) hours continuously due to the standby roster will not be required to work any further hours, until the prescribed rest break has been taken. Arc may require another Employee to be called out for any further necessary work and paid in accordance with the provisions of this Agreement.
- d) Employees called out to work while on the standby roster must carry out all necessary test procedures and other work associated with rectifying a fault or the call out reason.
- e) Non-availability for standby roster:
 - i) In the event of an Employee being unavailable to perform the standby roster block / blocks, the Employee must notify their immediate supervisor and work with them to arrange for another Employee to work the relevant roster block / blocks. The Supervisor will ultimately be responsible for this.
 - ii) In the event an Employee is unavailable to perform any part of the standby roster, they will forgo the standby payments for the period or specific blocks the employee is unavailable.

36.6 Standby Roster Payment

- a) When an Employee is working on the standby roster the Employee will be paid the prescribed Block Payments for each week on standby. These amounts will be paid as follows:
 - i) The standby roster week will be arranged in roster blocks with each weeknight, Monday to Friday, having 2 by 7.75 hour blocks (3:30pm to 11:15pm to 7am) and the appropriate weeknight block payment will apply for each full weeknight block completed on roster.
 - ii) The standby roster for weekends and Public Holidays will be arranged in roster blocks containing three (3), eight (8) hour blocks.
 - iii) On prescribed public holidays the day will be treated the same as a weekend day with three (3), eight (8) hour blocks and paid in accordance with the weekend block payments (payment of public holiday block will be equal to the weekend block payment only).
 - iv) The 8-hour blocks referred to extend to:

| From | To |
|---------------|---------------|
| 7am Saturday | 3pm Saturday |
| 3pm Saturday | 11pm Saturday |
| 11pm Saturday | 7am Sunday |
| 7am Sunday | 3pm Sunday |
| 3pm Sunday | 11pm Sunday |
| 11pm Sunday | 7am Monday |

When working the roster the appropriate weekend block payment will apply for each full weekend block completed on roster.

- b) If an Employee is not available for all or any part of the standby roster blocks, they will not receive the appropriate block payment.
- c) The standby roster period times listed in 36.5(a) and 36.6(a) can move to account for Employees rostered ordinary hours, as nominated by Arc.

36.7 Management Organised Replacement Employee

- a) This clause does not apply if Employees have organised a swap of the standby roster in advance of commencing the standby roster, and this swap is approved by the Employees immediate supervisor.
- b) Should Arc management be required to arrange a replacement Employee to complete the Standby roster, the replacement Employee will become the replacement for the remainder of the weeknight (up to 2 blocks) or for the remainder of the weekend Saturday or Sunday (up to 3 blocks).
- c) For each:
 - i) Weeknight Monday to Friday the replacement Employee will be paid the appropriate weeknight block for each 7.75 hour weeknight block, or part thereof, when required to be on standby.
 - ii) Weekend day Saturday or Sunday the replacement Employee will be paid the appropriate weekend block payment for each 8 hour block, or any part thereof, when required to be on standby.
 - iii) However if the replacement Employee is actually called out they will forgo entitlement to block payment and receive overtime payment in accordance with the applicable provisions of this Agreement. If a single callout extends from one block to the next, the payment will be treated as a continuous single callout with no deduction of the second block payment.

36.8 Working away from home depot

- a) Employees may be required to relieve in another Roster Zone.
- b) If an Employee is required to relieve on this basis the block payments applicable for the Roster Zone the Employee being actually worked will be paid or the payment for their home location whichever is the higher and all associated travel costs.

37 Former BRE Arrangements

- 37.1 The provisions of Schedule 3 will only apply to Employees employed with Arc before the commencement date of this agreement in the positions of Signal Maintainer, Signal Technician, Communications Technician and Per Way Patroller and who continue to be employed since the commencement date of the Agreement.
- 37.2 The provisions Schedule 3 do not apply to any other Employee, including Employee's commencing employment on or after the commencement date of this Agreement.
- 37.3 To avoid any doubt, where an entitlement applies in Schedule 3 to a particular Employee, the provisions of the Schedule will apply and override any other related provision contained in this Agreement.

Schedule 1 – Rates of Pay

| <u>Base Rates of Pay:</u> | 1 January 2018 | | 1 January 2019 | | 1 January 2020 | | 1 January 2021 | |
|---|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
| Position | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly |
| Labourer | \$49,425 | \$25.01 | \$50,414 | \$25.51 | \$51,422 | \$26.02 | \$52,450 | \$26.54 |
| Track Maintainer | \$57,806 | \$29.25 | \$58,962 | \$29.84 | \$60,141 | \$30.44 | \$61,344 | \$31.04 |
| Track Maintainer - Experienced | \$60,449 | \$30.59 | \$61,658 | \$31.20 | \$62,891 | \$31.83 | \$64,149 | \$32.46 |
| Track Maintainer - Advanced | \$67,203 | \$34.01 | \$68,547 | \$34.69 | \$69,918 | \$35.38 | \$71,316 | \$36.09 |
| Track Maintainer - Leading Hand | \$71,503 | \$36.19 | \$72,933 | \$36.91 | \$74,391 | \$37.65 | \$75,879 | \$38.40 |
| Welder Offsider | \$57,806 | \$29.25 | \$58,962 | \$29.84 | \$60,141 | \$30.44 | \$61,344 | \$31.04 |
| Welder | \$76,641 | \$38.79 | \$78,174 | \$39.56 | \$79,738 | \$40.35 | \$81,332 | \$41.16 |
| Welder - Advanced | \$84,968 | \$43.00 | \$86,668 | \$43.86 | \$88,401 | \$44.74 | \$90,169 | \$45.63 |
| Signal Maintainer | \$61,372 | \$31.06 | \$62,599 | \$31.68 | \$63,851 | \$32.31 | \$65,128 | \$32.96 |
| Signal Maintainer - Experienced | \$66,352 | \$33.58 | \$67,679 | \$34.25 | \$69,033 | \$34.94 | \$70,414 | \$35.63 |
| Signal Maintainer - Advanced | \$69,058 | \$34.95 | \$70,439 | \$35.65 | \$71,848 | \$36.36 | \$73,285 | \$37.09 |
| Per Way Patroller | \$61,988 | \$31.37 | \$63,228 | \$32.00 | \$64,493 | \$32.64 | \$65,782 | \$33.29 |
| Per Way Patroller - Experienced | \$70,053 | \$35.45 | \$71,454 | \$36.16 | \$72,883 | \$36.88 | \$74,341 | \$37.62 |
| Per Way Patroller - Advanced | \$74,746 | \$37.83 | \$76,241 | \$38.58 | \$77,766 | \$39.36 | \$79,321 | \$40.14 |
| Communications Technician | \$80,773 | \$40.88 | \$82,388 | \$41.69 | \$84,036 | \$42.53 | \$85,717 | \$43.38 |
| Communications Technician - Experienced | \$87,598 | \$44.33 | \$89,349 | \$45.22 | \$91,136 | \$46.12 | \$92,959 | \$47.04 |
| Communications Technician - Advanced | \$92,142 | \$46.63 | \$93,985 | \$47.56 | \$95,864 | \$48.51 | \$97,782 | \$49.48 |

| <u>Base Rates of Pay:</u> | 1 January 2018 | | 1 January 2019 | | 1 January 2020 | | 1 January 2021 | |
|---------------------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
| Position | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly |
| Signal Technician | \$80,773 | \$40.88 | \$82,388 | \$41.69 | \$84,036 | \$42.53 | \$85,717 | \$43.38 |
| Signal Technician - Experienced | \$87,598 | \$44.33 | \$89,349 | \$45.22 | \$91,136 | \$46.12 | \$92,959 | \$47.04 |
| Signal Technician - Advanced | \$91,977 | \$46.55 | \$93,816 | \$47.48 | \$95,693 | \$48.43 | \$97,606 | \$49.40 |

| | 1 January 2018 | | 1 January 2019 | | 1 January 2020 | | 1 January 2020 | |
|---------------------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
| Apprentice Year | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly | Base Rates Annually | Base Rates Hourly |
| 1 st Year Apprentice | \$44,899 | \$22.72 | \$45,797 | \$23.18 | \$46,713 | \$23.64 | \$47,647 | \$24.11 |
| 2 nd Year Apprentice | \$52,382 | \$26.51 | \$53,430 | \$27.04 | \$54,499 | \$27.58 | \$55,589 | \$28.13 |
| 3 rd Year Apprentice | \$59,866 | \$30.30 | \$61,063 | \$30.90 | \$62,284 | \$31.52 | \$63,530 | \$32.15 |
| 4 th Year Apprentice | \$71,090 | \$35.98 | \$72,512 | \$36.70 | \$73,962 | \$37.43 | \$75,442 | \$38.18 |

Adult Apprentices

- An apprentice who is 21 years of age or older will be paid no less than the 3rd Year Apprentice Rate.
- Existing employees who enter into an apprenticeship with Arc will have their substantive rate of pay, at the time of entering into the apprenticeship, maintained until such a time as the rate for the position they occupy exceeds the maintained rate of pay.

Standby Roster Arrangements (Eligible Signal Technician and Signal Maintainers only):

Rates on and from Commencement Date of Agreement:

| Signal Technicians Payments Roster zone: | Max weekly payment | Weeknight block | Weekend Block |
|---|-----------------------|-----------------|---------------|
| West - Midland | \$2,187.89 | \$121.55 | \$162.07 |
| West - Northam | \$2,136.40 | \$118.69 | \$158.25 |
| West - Narngulu | \$1,943.36 | \$107.97 | \$143.95 |
| South - Picton, Kwinana & Pinjarra | \$1,943.36 | \$107.97 | \$143.95 |
| East - Merredin | \$2,136.40 | \$118.69 | \$158.25 |
| East - Kalgoorlie | \$2,368.73 | \$131.60 | \$175.46 |

| Signal Maintainer Payments Roster zone: | Max weekly payment | Weeknight block | Weekend Block |
|--|-----------------------|-----------------|---------------|
| West - Midland | \$1,354.03 | \$75.22 | \$100.30 |
| West - Northam | \$1,317.92 | \$73.22 | \$97.62 |
| West - Narngulu | \$1,197.57 | \$66.53 | \$88.71 |
| South - Picton, Kwinana & Pinjarra | \$1,197.57 | \$66.53 | \$88.71 |
| East - Merredin | \$1,317.92 | \$73.22 | \$97.62 |
| East - Kalgoorlie | \$1,462.36 | \$81.24 | \$108.32 |

Rates on and from 1 January 2020:

| Signal Technicians Payments Roster zone: | Max weekly payment | Weeknight block | Weekend Block |
|---|-----------------------|-----------------|---------------|
| West - Midland | \$2,078.50 | \$115.47 | \$153.97 |
| West - Northam | \$2,029.58 | \$112.76 | \$150.34 |
| West - Narngulu | \$1,846.19 | \$102.56 | \$136.75 |
| South - Picton, Kwinana & Pinjarra | \$1,846.19 | \$102.56 | \$136.75 |
| East - Merredin | \$2,029.58 | \$112.76 | \$150.34 |
| East - Kalgoorlie | \$2,250.29 | \$125.02 | \$166.69 |

| Signal Maintainer Payments Roster zone: | Max weekly payment | Weeknight block | Weekend Block |
|--|-----------------------|-----------------|---------------|
| West - Midland | \$1,286.33 | \$71.46 | \$95.29 |
| West - Northam | \$1,252.02 | \$69.56 | \$92.74 |
| West - Narngulu | \$1,137.69 | \$63.20 | \$84.27 |
| South - Picton, Kwinana & Pinjarra | \$1,137.69 | \$63.20 | \$84.27 |
| East - Merredin | \$1,252.02 | \$69.56 | \$92.74 |
| East - Kalgoorlie | \$1,389.24 | \$77.18 | \$102.90 |

Rates on and from 1 January 2021:

| Signal Technicians Payments Roster zone: | Max weekly payment | Weeknight block | Weekend Block |
|---|-----------------------|-----------------|---------------|
| West - Midland | \$1,974.57 | \$109.70 | \$146.27 |
| West - Northam | \$1,928.10 | \$107.12 | \$142.82 |
| West - Narngulu | \$1,753.88 | \$97.43 | \$129.91 |
| South - Picton, Kwinana & Pinjarra | \$1,753.88 | \$97.43 | \$129.91 |
| East - Merredin | \$1,928.10 | \$107.12 | \$142.82 |
| East - Kalgoorlie | \$2,137.78 | \$118.77 | \$158.35 |

| Signal Maintainer Payments Roster zone: | Max weekly payment | Weeknight block | Weekend Block |
|--|-----------------------|-----------------|---------------|
| West - Midland | \$1,222.01 | \$67.89 | \$90.52 |
| West - Northam | \$1,189.42 | \$66.08 | \$88.10 |
| West - Narngulu | \$1,080.81 | \$60.04 | \$80.06 |
| South - Picton, Kwinana & Pinjarra | \$1,080.81 | \$60.04 | \$80.06 |
| East - Merredin | \$1,189.42 | \$66.08 | \$88.10 |
| East - Kalgoorlie | \$1,319.78 | \$73.32 | \$97.76 |

Schedule 2 – Classification Framework

| Position | Minimum Entry Qualifications | Progression to Level |
|---|--|---|
| Labourer | <i>As determined by Arc</i> | <i>By Arc Appointment</i> |
| Track Maintainer | <i>Progress towards attaining Certificate II Rail Infrastructure</i> | <i>By Arc Appointment</i> |
| Track Maintainer - Experienced | <i>Certificate II Rail Infrastructure</i> | <i>Attainment of required Arc Competencies and not shorter than 24 months</i> |
| Track Maintainer - Advanced | <i>Certificate III Rail Infrastructure</i> | <i>By Arc Appointment</i> |
| Track Maintainer - Leading Hand | <i>Certificate III Rail Infrastructure</i> | <i>By Arc Appointment</i> |
| Welder Offsider | <i>As determined by Arc</i> | <i>By Arc Appointment</i> |
| Welder | <i>As determined by Arc</i> | <i>By Arc Appointment</i> |
| Welder - Advanced | <i>As determined by Arc</i> | <i>By Arc Appointment</i> |
| Signal Maintainer | <i>Progress towards Certificate III Mechanical Rail Signalling</i> | <i>By Arc Appointment</i> |
| Signal Maintainer - Experienced | <i>Certificate III Mechanical Rail Signalling</i> | <i>Attainment of required Arc Competencies and not shorter than 24 months</i> |
| Signal Maintainer - Advanced | <i>Certificate III Mechanical Rail Signalling</i> | <i>By Arc Appointment</i> |
| Per Way Patroller | <i>Certificate II Rail Infrastructure</i> | <i>By Arc Appointment</i> |
| Per Way Patroller - Experienced | <i>Progress towards Certificate III Rail Infrastructure</i> | <i>Attainment of required Arc Competencies and not shorter than 24 months</i> |
| Per Way Patroller - Advanced | <i>Certificate III Rail Infrastructure</i> | <i>By Arc Appointment</i> |
| Communications Technician | <i>Certificate III Telecommunications (trade certificate)</i> | <i>By Arc Appointment</i> |
| Communications Technician - Experienced | <i>Certificate III Telecommunications (trade certificate)</i> | <i>Attainment of required Arc Competencies and not shorter than 24 months</i> |
| Communications Technician - Advanced | <i>Certificate III Telecommunications (trade certificate)</i> | <i>By Arc Appointment</i> |
| Signal Technician | <i>WA Electrical Licence (trade certificate)</i> | <i>By Arc Appointment</i> |
| Signal Technician - Experienced | <i>WA Electrical Licence (trade certificate)</i> | <i>Attainment of required Arc Competencies and not shorter than 24 months</i> |
| Signal Technician - Advanced | <i>WA Electrical Licence (trade certificate)</i> | <i>By Arc Appointment</i> |

Note: Minimum Entry Qualifications – Arc at its discretion may recognise equivalent qualifications or other related trade certificates to satisfy the entry requirements of a position

Schedule 3 – Former BRE Arrangements

The provisions of this Schedule will only apply to Employees employed with Arc before the commencement date of this agreement in the positions of Signal Maintainer, Signal Technician, Communications Technician and Per Way Patroller and who continue to be employed since the commencement date of the Agreement. The provisions of this schedule do not apply to any other Employee including Employee's commencing employment on or after the commencement date of this Agreement.

1. Redundancy

- 1.1 Redundancy occurs when Arc decides that the job the employee is engaged to perform is to no longer be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 1.2 Employees who have their employment terminated due to redundancy will be entitled to:
 - a) Two (2) weeks' notice, in lieu of any other period of notice required under this agreement, for each completed year of service, or ordinary pay in lieu, up to a maximum of twelve (12) weeks; and
 - b) severance pay of three weeks' ordinary pay for each completed year of service.
 - c) "Service" for the purposes of this clause, means:
 - i) Continuous service with Arc; and
 - ii) for former ARGE employees (as defined), all previous continuous service with ARGE; and
 - iii) for former WAGRC employees (as defined), all previous continuous service with the Western Australian public sector less one year's service for each four weeks transfer payment received on termination of employment with WAGRC; and
 - iv) for former WNE employees (as defined), all previous continuous service with WNE.

To avoid any uncertainty:

- v) there must not have been any break in service between any of the employers identified above and/or Arc;
- vi) only completed years of service with any of the employers identified above will be recognised; and
- vii) part years of service, irrespective of whether service was continuous will not be aggregated together.

For example, if an employee continuously worked for 3.5 years with ARGE before working 3.5 years with Arc, their redundancy entitlement under this clause 1 will be based on the 3 full years of service with ARGE and 3 full years with Arc, not the total of 7 years.

- d) "Ordinary Pay" for the purpose of this clause, means the employee's ordinary rate of pay (as defined) plus an average, over the twelve (12) months immediately preceding the redundancy, of Stand-by Roster Payments paid in accordance with clause 36.
- 1.3 Where positions covered by this Agreement are made redundant, Arc may apply the following options in managing such redundancies:
 - a) Employees may be redeployed, subject to suitable opportunities existing, and employees will be required to undertake any necessary training or competency development to reasonably facilitate such redeployment. If redeployment does occur then payments under clause 1.2 of Schedule 3 do not apply;
 - b) Examining opportunities for voluntary redundancies by calling for expressions of interest, however, Arc will be under no obligation to accept all or any particular expression of interest;

- c) Apply involuntary redundancies. Where multiple involuntary redundancies in the one classification at the one location are proposed employees will be selected based on Arc's need for skills, competencies, qualifications and experience at the time.
- 1.4 Where Arc offers an employee suitable alternative employment, Arc will not be obliged to pay the employee the notice and severance payments prescribed in clause 1.2 of Schedule 3.
- 1.5 In the event of a transmission of business, and
 - a) the employee is offered a position with the new employer, and
 - b) that offer of employment preserves the employee's existing terms and conditions, including recognition of service,
 - the employee will not be entitled to the notice and severance payments prescribed in clause 1.2 of Schedule 3.
- 1.6 Employees whose positions become redundant will be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services.

2. Transmission of Business

- 2.1 This Agreement will bind a successor, assignee or transmittee of Arc's business in accordance with the Act.
- 2.2 Where a business is transmitted from Arc to another employer ("the transmittee") and an employee, who at the time of such transmission was an employee of Arc and pursuant to the terms of an offer of employment from the transmittee becomes an employee of the transmittee at the time of the transmission, then:
 - a) the continuity of employment of the employee is deemed not to have been broken by reason of such transmission; and
 - b) any service recognised in the employees' contracts of employment from previous transmissions or transfers of employment will be deemed to be service of the employee with the transmittee; and
 - c) as part of the transmission, employees will have their accrued leave entitlements (annual leave, long service leave and sick leave) transferred and recognised by the transmittee; and
 - d) for the purposes of redundancy, service as defined at clause 1.2 of Schedule 3, will continue to be recognised by the transmittee.
- 2.3 In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

3. Long Service Leave

- 3.1 Former WAGRC employees will be entitled to long service leave in accordance with clause 20 of this Agreement or where, an employee had entered previously (prior to the commencement date of this Agreement) into a long service leave Buy Out Arrangement then this will continue under this Agreement in accordance with the following terms:
 - a) In lieu of accruing long service leave, the employee will receive an additional payment of 1.87% of the employee's base rate of pay, which will then form part of the employee's rate of pay and apply for all purposes;
 - b) Any period for which an employee receives this payment in lieu of the accrual of long service leave will not be deemed to be service for the purpose of determining the employee's

entitlement to long service leave but such period will not break the employee's continuity of service;

- 3.2 An employee on the long service leave Buyout Arrangement may elect to change to accruing long service leave at a future service anniversary date, however once this election has been made, the employee may not change back to the long service leave Buyout Arrangement.

4. District Allowance

- 4.1 An employee who permanently live and work at the following locations will be provided a district allowance in accordance with Arc policy as amended from time to time:

- a) Kalgoorlie
- b) Merredin
- c) Narngulu

5. Permanent Transfer

- 5.1 Former WAGRC Employee's (as defined) who is required by Arc to permanently transfer away from the Employee's appointed work location as at December 17 2000, can elect to refuse the transfer and, if no other suitable positions are available with ARC in Western Australia, the employee's employment can be terminated pursuant to clause 1 of Schedule 3.

Signatories

SIGNED by

Kathryn Hall, Manager HR
Name & position of authorised Arc representative

3/1 George Wiencke Drive, Perth Airport
Address of authorised Arc representative

On 18 / 01 / 2018

in the presence of:

Tania O'Meara
Signature of witness

[Signature]
Signature of the authorised Arc representative

Tania O'Meara
Name of witness

3/1 George Wiencke Drive, Perth Airport
Address of witness

HR Advisor
Occupation of witness

SIGNED by
Peter Carter State Secretary
Name & position of person on behalf of the CEPU

24/257 Balcatta Road Balcatta WA 6021
Address of person on behalf of the CEPU

on 19 / 01 / 2018

Authority to sign

[Signature]
Signature of person on behalf of the CEPU

in the presence of:

[Signature]
Signature of witness

Name of witness

Andus Giddens

Address of witness

24/257 Balcatta Road Balcatta WA 6021

Occupation of witness

ETUWA Organiser

SIGNED by

P. MULLAS RTBU SECRETARY

Name & position of person on behalf of the RTBU

2/10 NASH ST. PERTH

Address of person on behalf of the RTBU

on 25 / 01 / 2018

Authority to sign

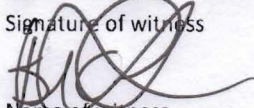


Signature of person on behalf of RTBU

in the presence of:

BLANCA GRUBOR

Signature of witness



Name of witness

2/10 NASH ST, PERTH WA 6000

Address of witness

INDUSTRIAL OFFICER

Occupation of witness

SIGNED by

MARK BINGHAM SENIOR MAINTAINER

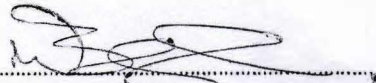
Name & position of person on behalf of Employees

59 ELGEE RD, MIDLAND

Address of person on behalf of Employees

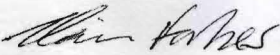
on 25 / 01 / 2018

Authority to sign



Signature of person on behalf of Employees

in the presence of:



Signature of witness

MAIRI FORBES

Name of witness

59 ELGEE ROAD, MIDLAND

Address of witness

ADMINISTRATION OFFICER

Occupation of witness

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2016/261

Applicant:
Arc Infrastructure Employment Pty Ltd

Undertaking- section 190

I, Tania O'Meara, Human Resources Advisor of Arc Infrastructure Employment Pty Ltd give the following undertakings with respect to the Arc Infrastructure Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Arc Infrastructure Employment Pty Ltd to provide these undertakings in relation to this application before the Fair Work Commission.
2. Arc Infrastructure Employment Pty Ltd undertakes that clause 17.1(a) of the Agreement is the definition of a shiftworker for the purposes of National Employment Standards.
3. Arc Infrastructure Employment Pty Ltd undertakes the redundancy provision in Schedule 3 applies to the exclusion of the redundancy provisions in clause 26 for those employees it applies to.
4. Arc Infrastructure Employment Pty Ltd undertakes to provide employees to whom Schedule 3 of Agreement applies, who have more than 1 but less than 2 years' continuous service and are dismissed for reasons of redundancy, with a severance payment equal to 4 weeks' pay.
5. Arc Infrastructure Employment Pty Ltd undertakes to apply clause 22 of the Agreement in a way that does not contravene an anti-discrimination law, as defined in the Fair Work Act.

Employer name: Tania O'Meara - Arc Infrastructure Employment Pty Ltd

Authority to sign: Human Resource Advisor

Signature:



Date: 15 May 2018