



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Coleman Rail Pty Ltd
(AG2017/2376)

COLEMAN RAIL PTY LTD WESTERN AUSTRALIA ENTERPRISE AGREEMENT 2017

Rail industry

COMMISSIONER GREGORY

MELBOURNE, 3 JULY 2017

Application for approval of the Coleman Rail Pty Ltd Western Australia Enterprise Agreement 2017.

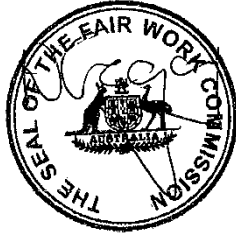
[1] An application has been made for approval of a greenfields agreement known as the *Coleman Rail Pty Ltd Western Australia Enterprise Agreement 2017* (Agreement). The application was made by Coleman Rail Pty Ltd pursuant to s.185 of the *Fair Work Act 2009* (Act).

[2] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[3] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act. I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that Australian Rail, Tram and Bus Industry Union (ARTBIU), are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[4] Pursuant to s.53(2)(b) of the Act I note the Agreement was made with Australian Rail, Tram and Bus Industry Union (ARTBIU) and that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 July 2017. The nominal expiry date of the Agreement is 3 July 2021.



COMMISSIONER

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<Price code G, AE424782 PR594182>



Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

COLEMAN RAIL PTY LTD

WESTERN AUSTRALIA

ENTERPRISE AGREEMENT

2017

1.	Title of Agreement	3
2.	Scope & Application	3
3.	Objectives.....	3
4.	Operation and Nominal Expiry Date	4
5.	Posting of this Agreement	4
6.	Flexibility Term.....	4
7.	Consultation Regarding Major Workplace Change.....	5
8.	Dispute Resolution	6
9.	Types of Employment	7
10.	Probation	8
11.	Duty of Disclosure	9
12.	Employer and Employee Duties	9
13.	Classifications and Wages	9
14.	Allowances	10
15.	Payment of Wages.....	11
16.	Superannuation	11
17.	Stand Down.....	12
18.	Inclement Weather.....	12
19.	Discipline Process.....	13
20.	Termination of Employment.....	14
21.	Abandonment of Employment.....	15
22.	Redundancy	15
23.	Hours of Work.....	16
24.	Meal and Rest Breaks.....	17
25.	Overtime	17
26.	Payment for Saturday, Sunday and Public Holidays	17
27.	Recall.....	18
28.	Rest Periods	18
29.	Shift Work	18
30.	Remote or Distance Work.....	19
31.	Annual Leave.....	20
32.	Personal/Carer's Leave	21
33.	Compassionate Leave	22
34.	Parental Leave.....	23
35.	Public Holidays.....	23
36.	Community Service Leave	23
37.	Long Service Leave	23
38.	Clothing and Personal Protective Equipment (PPE).....	24
39.	Fitness for Work	24
40.	Policies.....	25
41.	Signatories to this Agreement.....	26
	Appendix A – Classification Definitions	27
	Appendix B – Wage Schedule	31

1. Title of Agreement

1.1. This Agreement shall be known as the Coleman Rail Pty Ltd Western Australia Enterprise Agreement 2017.

2. Scope & Application

2.1. The Parties bound by this Agreement are:

- a) Coleman Rail Pty Ltd (**Company**);
- b) The employees of the Company engaged in Western Australia to perform the work described in clause 2.2 below, and under the classifications included in Appendix A of this Agreement (**Employees**);
- c) The Australian Rail, Tram and Bus Industry Union, WA Branch (**ARTBIU**).

2.2. This agreement shall apply to work carried out by the Company in the provision of all types of rail, demolition and civil works in Western Australia.

3. Objectives

3.1. The Parties to this Agreement recognise that it represents a unique opportunity to maintain and build upon the Company's market share and profitability in Western Australia by providing products and services of the highest quality and the lowest possible costs, excellent client service and well-trained and motivated employees.

3.2. The employees covered by this Agreement are to:

- Ensure the efficiency and prosperity of the business for the benefit of the Company's employees, clients and shareholders.
- Develop and maintain the most productive and harmonious working relationships possible with all concerned.
- Efficiently and safely undertake safe working services at the lowest possible cost to the client.
- Maintain a safe work environment to recognised standards and requirements at the lowest possible cost to the business.

3.3. The Parties recognise that an important factor in achieving these objectives is to develop a working environment in which all employees are involved in decisions affecting them, care about their jobs and each other, and have the opportunity to achieve their full potential, take pride in themselves and their contributions and benefit from the success of their efforts. The need to develop flexibility of jobs and duties with and between work areas, subjected only to limitations imposed by individual skill levels, and classifications is recognised as critical to achieving the objectives of this Agreement.

3.4. To this end, the Parties agree on the need to:

- Ensure that each business unit is operating in a manner which will promote, to the fullest extent possible, excellent client service and economy of operation.
- Constantly seek improvements in safety, quality, efficiency, housekeeping and work environment.
- Take all reasonable steps to avoid any action which disrupts continuity of operation by resolving employee concerns effectively and speedily through

full and open communication and agreed consultative, negotiation and grievance procedures.

- Train and develop employees to broaden their skills, grow their potential and meet the needs of constantly changing client preferences and technology.
- Develop working relationships on the basis of co-operation, mutual trust, understanding and sincerity.
- Establish and maintain open and direct communication with all employees on matters of mutual interest and concern.
- Support and maintain agreed standards of conduct and attendance necessary to ensure a safe, responsible and efficient operation.

3.5. The Parties recognise that the Company provides service to various asset managers and operators under competitively tendered contracts and as such is not in control of work programmes.

3.6. The Parties accept that subject to the proper consultation processes being followed, everyone will be expected to co-operate willingly to achieve the objectives of this Agreement, so that everyone performs to their full capability and potential and client-driven work programmes are achieved.

4. Operation and Nominal Expiry Date

4.1. This Agreement shall come into operation 7 days from the date of its approval by the Fair Work Commission.

4.2. The nominal expiry date of this Agreement shall be four (4) years from the date the Agreement is approved by the Fair Work Commission. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated.

4.3. This Agreement shall stand alone and will apply to the exclusion of any other industrial instrument. For the purpose of this clause, 'industrial instrument' means and includes any modern award or enterprise agreement defined or described by the *Fair Work Act 2009* (Cth), or award based transitional instruments or agreement based transitional instruments defined or described in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), or any unregistered industrial agreement.

5. Posting of this Agreement

5.1. The Company shall ensure that Employees covered by this Agreement have ready access to a copy of this Agreement.

6. Flexibility Term

6.1. Notwithstanding any other provisions of this Agreement, an Employee and the Company may agree to vary the effect of this Agreement to meet the genuine individual needs of the Employee and the Company.

6.2. The terms that the Employee and the Company may agree to vary the effect of are those concerning:

- a) arrangements for when work is performed, including rosters and hours of work;

- b) rates of pay
 - c) overtime rates;
 - d) penalty rates and shift loadings;
 - e) allowances;
 - f) leave loading;
 - g) Parental Leave;
 - h) Jury Service Leave;
 - i) Compassionate Leave; and
 - j) Public Holidays.
- 6.3. Any arrangement for individual flexibility under this clause must be genuinely agreed to by the Employee and the Company. The arrangement must be in writing and signed by the Company and the Employee (including the Employee's parent or guardian where the Employee is under 18 years of age). A copy of the flexibility arrangement must be given to the Employee within 14 days of it being agreed to and the Company must keep a copy.
- 6.4. The Company must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth);
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
 - d) state each term or condition that is to be varied and how the application of the term or condition is varied.
- 6.5. The individual flexibility arrangement may be terminated:
- a) by the Employee or the Company giving written notice of termination of no more than 28 days in accordance with the *Fair Work Act 2009* (Cth); or
 - b) at any time, by written agreement between the Employee and the Company.

7. Consultation Regarding Major Workplace Change

- 7.1. Where the Company has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that is likely to have significant effects on Employees covered by this Agreement, the Company will notify the Employees who may be affected by the proposed changes and their representatives (if any).
- 7.2. Significant effects include:
- a) potential redundancies;
 - b) major changes in the composition, operation or size of the Company's workforce or in the skills required (except for the normal ramp up and ramp down of a project);

- c) the significant elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) significant alteration of hours of work, including rostering, or income;
 - e) the need for retraining or permanent transfer of Employees to other work or locations;
 - f) the substantial restructuring of jobs, provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 7.3. The Company will consult with the affected Employees and their representatives (if any) about:
- a) the introduction of the major changes;
 - b) the effects the changes are likely to have on Employees;
 - c) any measures, identified by the Company, to avert or mitigate any adverse effects of such changes on Employees.
- 7.4. The consultation will commence after a definite decision has been made by the Company to introduce a major change. In consulting with Employees, the Company is not required to disclose any confidential information of the Company, its Clients or its associated entities.
- 7.5. The Company will give prompt and genuine consideration to matters raised about the change by the affected Employees, and their representatives (if any).
- 7.6. At any stage during this process, an Employee may appoint a representative of their choice in writing.

8. Dispute Resolution

- 8.1. The following procedure shall apply to any issue that arises between an Employee and the Company about any matter arising under this Agreement or in relation to the National Employment Standards in the *Fair Work Act 2009* (Cth):
- a) as soon as an Employee has or becomes aware of an issue, they will immediately notify the Company of its existence;
 - b) the Employee will discuss the issue with their direct Supervisor, who will attempt to resolve the issue;
 - c) if the issue is not resolved, the issue will be referred to the Project Manager, and the Project Manager and Employee will attempt to resolve the issue;
 - d) if the matter cannot be resolved with the Project Manager, it will be referred to the next level up Manager in the Company who will endeavour to resolve the issue;
 - e) if the issue is still not resolved, then either the Company or the Employee may refer the issue to the Fair Work Commission for conciliation or arbitration.
- 8.2. Any decision made by the arbitrator must be consistent with the Building Code 2016.
- 8.3. At any or all stages of the above procedure, either party may appoint a representative of their choice in writing, to assist in resolution of the dispute.

- 8.4. The above procedure shall be followed in good faith without unreasonable delay. Work shall continue without interruption from industrial stoppages, bans and/or limitations while the procedures are being followed unless there is imminent risk to health and safety. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

9. Types of Employment

- 9.1. Employees may be employed on a full-time, part-time, casual, fixed or specific term or task basis.

Full-Time Employee

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

Part-Time Employee

- 9.3. A part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work. All entitlements for part-time Employees under this Agreement shall be pro-rata as they relate to Full-Time Ordinary Hours worked.

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

- a) the hours of work to be worked;
- b) the days upon which they will be worked;
- c) starting and finishing times; and
- d) the classification applying to the work to be performed.

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

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

Casual Employee

- 9.7. A casual Employee shall be entitled to receive all applicable rates and conditions under this Agreement, except as described in clause 9.8 below.

- 9.8. Casual Employees of the Company are not entitled to any leave or unworked public holiday pay provided for in this Agreement, except unpaid carer's leave and parental leave in accordance with applicable legislation.

- 9.9. During ordinary hours of work, a casual Employee shall be paid 125 percent of the ordinary hourly rate of pay prescribed in this Agreement for the Employee's classification.

- 9.10. If a casual Employee is required to work overtime or on weekends, he or she shall be entitled to the relevant penalty rates prescribed in this Agreement provided that the total payment will be:

- 9.11. where the relevant penalty rate is time and a half, the Employee shall be paid 175 percent of the ordinary hourly rate of pay prescribed in this Agreement for the Employee's classification;
- 9.12. where the relevant penalty rate is double time, the Employee shall be paid 225 percent of the ordinary hourly rate of pay prescribed in this Agreement for the Employee's classification;
- 9.13. If a casual Employee is required to work on a public holiday, he or shall be paid 275 percent of the ordinary hourly rate of pay prescribed in this Agreement for the Employee's classification
- 9.14. On each occasion where a Casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours work.

Fixed Term/Fixed Task Employee

- 9.15. An Employee (other than a Casual Employee) may be employed by the Employer for a fixed period of time or for a specific project/event of finite duration as determined by and set out in the Employee's letter of offer or contract of employment.
- 9.16. In the event an Employee's fixed term contract reaches its nominated expiry date (Expiry Date), the Employee's employment will come to an end automatically and the Employee will not be entitled to notice on termination or redundancy entitlements.

10. Probation

- 10.1. All new Employees will be subject to a probationary period of 3 months' duration. For full time and part time Employees, their employment may be terminated upon one (1) weeks' notice, or payment or part payment in lieu of this notice, during their probationary period.
- 10.2. If an Employee is transferred from one project to another project after the completion of the probationary period, clause 10.1 will be satisfied and will no longer apply.
- 10.3. If an Employee is transferred from one project to another project before the completion of the probationary period previously in force, the probationary period will continue until satisfied.
- 10.4. Prior to the expiration of the probationary period, Employees will be informed by the Company whether or not their employment will continue beyond the expiration of the probationary period. The Company may at its absolute discretion extend the probation period for a further period of up to 3 months.
- 10.5. In the event that an Employee's employment is continued by the Company beyond the Probationary Period, the Employee will continue to be employed on the terms and conditions set out in this Agreement.
- 10.6. If an Employee decides to end their employment within the probationary period, the Company will be entitled to deduct from the final remuneration payment the cost of:
 - a) any personal items issued to the Employee (such as clothing and boots) that are not returned to the Company in good order on termination;

- b) any personal protective equipment issued to the Employee that is not returned to the Company in good order on termination; and
- c) any flights to and from the site location.

11. Duty of Disclosure

- 11.1. Employees are required to ensure that all relevant information is provided to the Company and that it is accurate and complete, including but not limited to their résumé and application details, their right to work in Australia, and the licences and permits they hold, and to advise the Company if anything changes. The provision of any inaccurate information or failure to disclose relevant information may be grounds for disciplinary action including termination.
- 11.2. Where an Employee is taking medication, or suffering from a medical condition or other circumstances that may affect or limit their ability to safely carry out work or perform their duties, the Employee must advise the Company's nominated Health and Safety representative or their nominated representative immediately.

12. Employer and Employee Duties

- 12.1. The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
- 12.2. Any direction issued by the Company under this clause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

13. Classifications and Wages

13.1. Classifications

- a) Employees will be classified according to the classification structure set out in Appendix A;
- b) The duties and responsibilities of a classification will be those ordinarily performed by Employees occupying such a classification in the rail, civil and building industries.

13.2. Wage rates

- a) Wage rates are set out in Appendix B of this Agreement.

13.3. Wage increases

- a) The base ordinary hourly rates set out in the second column of Appendix B shall increase by 1.5% effective from the first full pay period on or after 1 July each year during the term of this Agreement.

13.4. Higher Duties

- a) An Employee appointed by the company for more than four (4) hours on any day or shift, to duties carrying a higher rate than their usual classification, shall be paid the higher rate for the entire day or shift, provided that such time is not part of on the job training under the direct supervision of another Employee;

- b) An employee appointed by the company for four (4) hours or less on any day or shift to duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time worked.

13.5. Apprentices & Traineeships

- a) Where an Employee is undertaking an apprenticeship or registered traineeship they will be paid no less than the minimum rates of pay for such positions as specified by the relevant award that would apply but for the operation of this Agreement.

14. Allowances

14.1. Metro Fares and Travel Allowance

- a) Where employees are working within a 100km radius of the Perth CBD, a fares and travelling allowance shall be paid to each Employee for each day worked (including RDOs) an amount as set out as follows:

Fares and Travel Allowance	\$30.00 per day (flat)
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- b) The above allowance is not payable where the Company provides transportation to the project irrespective of whether or not the Employee avails themselves of such transport;
- c) This allowance shall include compensation for any travelling time or expense incurred by the employee travelling to and from the worksite or employee's place of residence. No other payments for travelling to and from work will be payable to any employee.

14.2. Distant Travel Allowance

- a) Where an Employee is working at a distance of more than 100km from the Perth CBD, the Company will provide travel to and from work areas at no cost to the Employee.
- b) Where this is not achievable, the Company will reimburse the Employee the Australian Tax Office Expense Rate for kilometres travelled.

14.3. Leading Hand Allowance

- a) A Leading Hand is an Employee who is specifically appointed by the Company as a Leading Hand and who is responsible for directing and/or supervising the work of other Employees;
- b) A person appointed to be a Leading Hand shall be paid an all-purpose allowance. This allowance is fixed for the duration of this Agreement and is outlined below:

Number of employees supervised	Allowance per hour (all-purpose)
Two to five	\$0.50 per hour
Six to ten	\$0.75 per hour
More than ten	\$1.00 per hour

14.4. Project Allowance

- a) The Company may elect to pay a project allowance to Employees. The payment of a project allowance will be determined on a project basis, taking in to account the location and working conditions on the particular project;
- b) The project allowance, if applicable, will be paid in compensation for all disabilities/hardships associated with working on that project;
- c) The project allowance, if applicable, will be paid on ordinary hours only to a maximum of 38 hours per week.

14.5. First Aid Allowance

- a) Where an Employee is appointed by the Company as a First Aid Officer an allowance of \$3.68 per day (flat) will be paid for each day of attendance at work in that capacity;
- b) The Employee will be required to hold a recognised first aid qualification from the Australian Red Cross Society, St John Ambulance Association or similar body;
- c) First Aid duties, as they arise, will be in addition to the Employee's normal duties.

15. Payment of Wages

- 15.1. Employees will be paid on a weekly basis. Where this pay frequency changes, Employees will be provided with one months' notice of the change to the pay frequency before it is implemented.
- 15.2. Employees agree to electronic transfer of wages in to their nominated bank account. One (1) additional account may be nominated by an Employee to allow wages to be paid into a total of two (2) separate accounts.
- 15.3. Employees agree to the delivery of payslips to a private email address nominated by the Employee.
- 15.4. Subject to the *Fair Work Act 2009* (Cth), the Company may deduct from an Employee's wages, or any monies owing, any amount it is authorised to deduct, including any overpayment of remuneration or any amount provided for by this Agreement or as permitted by law.

16. Superannuation

- 16.1. Superannuation shall be paid in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth).
- 16.2. Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the company is unable to pay into that fund, contributions will be paid into CBUS (default fund).
- 16.3. All superannuation contributions will be calculated based on ordinary time earnings. "Ordinary time earnings" means the actual ordinary rate of pay the Employee received for ordinary hours of work including all allowances pursuant to this Agreement together with those fares and travel allowances (as contained in clause 16.1) paid for days where ordinary time is worked, where applicable. The term includes casual rates received for ordinary hours of work. [Note: for the purposes of this sub clause "ordinary hours of work" includes ordinary hours of shift work where applicable].

16.4. If an Employee requests to have his or her wage salary sacrificed for additional superannuation, the Company will comply with the Employee's request without unreasonable delay consistent with statutory requirements. All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice pay rate. An Employee will not be permitted to salary sacrifice an amount that will result in the Employee receiving less than \$500.00 gross per week.

17. Stand Down

17.1. The Company has the right to stand down an Employee without pay where the Employee cannot be usefully employed because of any industrial action, or through any breakdown of machinery or equipment, or any stoppage of work by any cause for which the Company cannot be reasonably held responsible.

17.2. Each Employee to be stood down will be provided with notice which will include the commencement date of the stand down and the expected duration.

18. Inclement Weather

18.1. Inclement Weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature, lightening/thunderstorms, or the like, or any combination of these conditions) under which it is unsafe for Employees exposed to these conditions to continue working.

18.2. The primary objective of this clause is to record a set of agreed procedures, which ensure that productivity is maximized without exposing Employees to unsafe conditions.

- a) Employees must not cease work due to inclement weather without first consulting with the relevant management representatives, and any Employees ceasing work or leaving the site without first consulting with the relevant management representatives will be denied the benefits of this clause;
- b) In situations where conditions have not been declared inclement, but where there is an increasing severity of climatic conditions (e.g. high temperature, wind, dust), the designated Company representative and an Employee representative will meet regularly to determine when, or if, inclement conditions should be declared with a record of the determination being made and available to the Employees. Employees will continue working as normal until agreement is reached;
- c) Employee/s will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the relevant Employee's skill, competence and training, and the Company provides, where necessary, transport;
- d) The Company and Employees agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications. Where this cannot be achieved, Employees will not unnecessarily be kept on site;
- e) An Employee operating machinery fitted with a functional weatherproof cab will be deemed to be working in an area not affected by inclement weather, subject to safe access to the machine and safe working conditions applying;

- f) The practice of 'one out all out' for inclement weather will not occur. Should a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather;
- g) All Employees must be available to clean up and dewater relevant work areas as directed by the Company following inclement weather, regardless of classification.

18.3. Emergency Works in Inclement Weather

- a) Except as provided in this sub clause Employees will not be required to work in areas which are affected by inclement weather;
- b) The Company and Employees accept that in some circumstances, critical works will need to continue without delay following the onset of inclement weather to get the area or work site to a safe level prior to stopping work. Where this is the case, these emergency works will be subject to safe working procedures. Critical works include, but are not limited to, completion and protection of concrete pours, traffic control, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance, asphalt and crushed rock placement, work in a live rail environment, beam erections, work under Traffic Management Plans (TMP's), sealing of earthworks, work within intersection closures, testing and commissioning and utility relocations;

18.4. Entitlement to Payment

- a) An Employee shall be entitled to payment by the Company for ordinary time lost through inclement weather for up to a maximum of 208 hours in any 12-month period. A maximum of 38 hours' ordinary pay can be paid as inclement weather in each 4-week period;
- b) Employees will not be entitled to any payment for stoppages due to inclement weather outside of ordinary hours and notice to remove overtime does not apply in these circumstances. Overtime in these circumstances refers to any hours worked outside of the normal ordinary hours of work based on a 38-hour week.
- c) Where the maximum payment due to lost time through inclement weather has been reached and an Employee cannot resume work because of inclement weather, the Company will be entitled to stand down the Employee without pay, in accordance with clause 17.1, until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave during the stand down period.

19. Discipline Process

Disciplinary measures are implemented following unjustifiable and/or inappropriate behaviour by an individual, but within the context of performance management.

The intent of this clause is to ensure all Company Employees subject to disciplinary action are treated fairly and equitably.

The disciplinary process is generally broken down into the following three steps;

- Initial Disciplinary Discussion, Where the Company has determined disciplinary action should be initiated; a meeting will be arranged between the manager/supervisor and the employee to discuss the issues relating to the employee's performance and/or conduct. A representative from Human Resources or an alternative representative of the company's choosing will be present in addition to the employee/s concerned and at his/her request, a representative of their choice.
- Disciplinary Action, Where the Company has determined disciplinary action should be initiated; a meeting will be arranged between the manager/supervisor and the employee to discuss the issues relating to the employee's performance and/or conduct. A representative from Human Resources or an alternative representative of the company's choosing will be present in addition to the employee/s concerned and at his/her request, a representative of their choice.
- Further Disciplinary Action, Where the above review period is undertaken but there is evidence of work performance or conduct not improving to the level of expectations or deteriorating, the Manager/Supervisor may proceed with further disciplinary action. The procedure outlined above should be followed in such circumstances. Further disciplinary action may include but is not limited to subsequent warnings, cautions, temporary demotion, removal of privileges or dismissal.

Any Employee with a grievance in relation to the application of this clause shall follow the Dispute Resolution process outlined in this Agreement.

20. Termination of Employment

20.1. Full-time and part-time Employees

- a) The employment of a full time or part time Employee may be terminated by the Employee or the Company by the giving notice as set out below, subject to any statutory requirements:

Period of continuous service	Notice to be provided
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) If the Company is the party giving notice and, at the time notice is given, the Employee is over 45 years of age with not less than 2 years' continuous service, he or she will be entitled to an additional one week's notice;
- c) The Company may elect to pay in lieu of notice or part thereof;
- d) Where the Employee has failed to provide the required notice, the Company may deduct from any monies owing an amount equivalent to the notice not provided. The Employee will forfeit the payments for the period not worked;
- e) On termination of employment, the Employee shall return all company property prior to receiving any final payments.

- e) On termination of employment, the Employee shall return all company property prior to receiving any final payments.

20.2. Casual Employees

- a) A casual engagement may be terminated by the Employee or the Company by the giving of one hours' notice.

20.3. Fixed Term Employees

- a) The period of notice in clauses 19.1 (a)-(d) and 19.2 shall not apply in the case of the termination of employment of an Employee engaged for a specified period and/or specified task/s (on expiry of that specified period and/or completion of that specified task/s).

20.4. Summary Dismissal

- a) Nothing in clause 19 will affect the right of the Company to dismiss an Employee without notice for serious misconduct and, in such cases, wages will be payable up to the time of dismissal only.

21. Abandonment of Employment

- 21.1. Employees have a responsibility to notify the Company of any absences from work prior to the commencement of the work day or as soon as reasonably practicable.
- 21.2. An Employee will be deemed to have abandoned their employment if the Employee is absent from work without notification for a continuous period exceeding three (3) working days without consent of the Company or a reason unacceptable to the Company.
- 21.3. The Company will make reasonable attempts to contact an Employee prior to terminating their employment pursuant to this clause. If the Company is able to contact the Employee, the Company will require the Employee to provide substantive justification of their absence and reason for non-notification. The Company reserves the right to take disciplinary action.
- 21.4. Termination of employment by abandonment will operate from the last date of attendance at work or the last day of absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

22. Redundancy

- 22.1. Where an Employee is terminated for reason of redundancy the Company will comply, with the redundancy pay provisions contained in the National Employment Standards (NES), as summarised below.
- 22.2. An Employee is made redundant where their employment is terminated:
 - a) at the Company's initiative because it no longer requires the job done by the Employee to be done by anyone.
- 22.3. Where eligible, the NES provides for Employees to receive severance payments calculated at their base rate of pay for ordinary hours worked in accordance with the following table:

Period of continuous service	Severance 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 but less than 10 years	16 weeks
At least 10 years	12 weeks

22.4. The amount of severance pay is in addition to the notice requirements.

22.5. Upon application to the Fair Work Commission, the Company may seek to vary the amount of severance pay where it obtains other acceptable employment or cannot pay the amount.

22.6. Employees are not entitled to severance pay if, for example:

- a) they have less than 12 months' continuous service;
- b) they are employed for a specified period of time for a specified task, or for the duration of a specified season;
- c) they are terminated because of serious misconduct;
- d) they are employed as a casual;
- e) they are engaged as an apprentice;
- f) a training arrangement applies (other than an apprenticeship) and the employment is for a specified period of time or for any reason limited to the duration of the training arrangement;
- g) there is a transfer of employment where an Employee accepts employment with the new employer who agrees to recognise the Employee's continuous service with the Company;
- h) there is a transfer of employment and an Employee rejects an offer of employment with the new employer which recognises the Employee's continuous service with the Company and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the Company.

23. Hours of Work

23.1. The ordinary hours of work will be 8-hours per day; Monday to Friday, with notional weekly hours based on a 38-hour week. Ordinary hours may be worked between the hours of 06:00 and 18:00.

23.2. The Company has the right to change an Employee's daily start and finish times within the spread of the ordinary hours of work provided no less than twelve (12) hours' notice is given to the Employee.

23.3. Prior to changing an Employee's daily start and finish times, the Company will:

- a) consult with the Employee; and
- b) provide the Employee with an opportunity to advise it of any personal or family circumstances that may be impacted by the change and consider any such circumstances.

23.4. The ordinary hours of work for a part time Employee will be as agreed between the Company and the Employee, provided that it is less than 38 hours per week worked between the hours of 06:00 and 18:00, Monday to Friday. No more than eight (8) ordinary hours will be worked on any one day.

23.5. Working hours will be arranged on a system that provides for an Employee to accrue one rostered day off over a four-week period. This will be done by the Employee working forty (40) ordinary hours per week and being paid for thirty-eight (38) hours ordinary pay and accruing two (2) hours ordinary pay per week as an RDO.

23.6. Employees will be permitted to accrue a maximum of forty (40) hours toward RDOs. Any accrual over the maximum will be paid to the Employee as ordinary pay.

24. Meal and Rest Breaks

24.1. One 10-minute paid morning rest break and one 30-minute unpaid lunch break will be scheduled within an Employee's ordinary hours of work, to be taken no later than 6 hours after the Employee commences his or her ordinary hours of work for the day.

25. Overtime

25.1. Except as provided in this clause, the Company may require an Employee to work reasonable additional hours (overtime).

25.2. All time worked outside the Employee's ordinary hours of work Monday to Friday (excluding shift work, which is dealt with separately in this Agreement), shall be paid for at the rate of 150 percent times the ordinary time rate of pay for the first two hours and 200 percent thereafter.

25.3. Overtime shall be calculated on a daily basis.

26. Payment for Saturday, Sunday and Public Holidays

26.1. Employees who work on a Saturday, Sunday or Public Holiday shall be afforded a minimum of 4 hours work or be paid for a minimum of 4 hours work at the applicable overtime rates.

26.2. To be entitled to payment for the 4-hour minimum, the Employee must remain on site for that period and be available for normal work. At the Company's discretion, Employees may be sent home prior to 4 hours being worked.

26.3. If work proceeds beyond the 4-hour minimum, then Employees will be paid for all time so worked.

26.4. The following rates of pay shall apply:

- a) An Employee working on a Saturday prior to 12 noon will be paid at the rate of 150 percent of their ordinary time rate of pay for the first two hours and 200 percent thereafter;

- b) An Employee working Saturdays after 12 noon or on a Sunday will be paid at 200 percent their ordinary time rate of pay;
 - c) An Employee working on a public holiday (as defined in Clause 34) will be paid at the rate of 250 percent of their ordinary time rate of pay.
- 26.5. An Employee working on a Saturday, Sunday or public holiday shall be allowed a 30-minute break after four hours work and a further 20-minute break if the overtime is to continue past eight hours' work, to be taken at times agreed with the Company. In all cases, the 30-minute break will be paid at double the Employee's ordinary time rate of pay. The 20-minute break will be paid at the rate of double the Employee's ordinary time rate of pay.

27. Recall

- 27.1. An Employee recalled to work overtime after leaving the project site shall be paid for a minimum of three hours work at the appropriate rate for each time the Employee is so recalled. Except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full three hours if the job the Employee was recalled to perform is completed within a shorter period.
- 27.2. Subclause 26.1 does not apply in cases where it is customary for the Employee to return to the project site to perform a specific job outside ordinary hours of work or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary hours of work. In these instances, Employees will be paid for actual time worked at the appropriate rate.

28. Rest Periods

- 28.1. Employees are due a minimum ten (10) hour rest break between shifts (i.e. Ordinary/Overtime/Recall).
- 28.2. If an employee works overtime that concludes within ten (10) hours of a rostered shift, then they shall be given a ten (10) hour break without loss of pay.
- 28.3. If on the instructions of the Company, the Employee resumes or continues work without having had ten (10) consecutive hours off duty, then from the start of their next ordinary shift hours, the Employee shall be 200 percent until he or she is released from duty for a ten (10) hour rest period.
- 28.4. An Employee who has worked continuously (except for rest and meal breaks) for fourteen hours shall not be required to continue or commence work for at least twelve hours.
- 28.5. The provisions of this sub clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
- a) for the purpose of changing shift rosters; or
 - b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - c) where a shift is worked by arrangement between the Employees themselves.

29. Shift Work

- 29.1. Where it is necessary that work is performed in shifts, the following conditions shall apply:
- 29.2. For the purposes of this clause:

- a) Afternoon shift means a shift finishing at or after 9:00pm and at or before 11:00pm
 - b) Night shift means a shift finishing after 11:00pm and at or before 7:00am
- 29.3. The following shift rates shall apply to ordinary time:
- a) Afternoon shift - 15%
 - b) Night shift - 25%
- 29.4. The ordinary hours of both afternoon and night shift shall be eight (8) hours daily (inclusive of RDO accrual and meal breaks), and shall be worked continuously (inclusive of public holidays) for five (5) shifts Monday to Friday.
- 29.5. Shift Workers will take a 30-minute meal break at no later than 6 hours after the commencement of each shift. For Shift Workers, the meal break shall be counted as time worked when on shift work. There shall be one daily paid rest break of 20-minutes duration to be taken at a time that suits the operational requirements of the project. The times of taking the breaks will be agreed between the Company and the majority of Employee/s affected.
- 29.6. For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, shall be paid as a weekday shift and not a weekend shift.
- 29.7. All work in excess of ordinary shift hours, other than public holidays shall be paid for at 200 percent based on the ordinary rates of pay (excluding shift rates).
- 29.8. Under no circumstances shall an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee shall receive either the relevant shift loading or the overtime rate prescribed in this Agreement, but not both.
- 29.9. An Employee shall be given at least 72 hours' notice of the requirement to work shift work, or as otherwise agreed with affected Employees.

30. Remote or Distance Work

- 30.1. Where an Employee is required by the Company to work at a remote location away from their point of hire and is unable to return to their usual place of residence each night, the Company shall provide suitable temporary accommodation and meals at no cost to the Employee.
- 30.2. Where Employees are provided with temporary accommodation, Employees must comply with rules in place for use of that accommodation.
- 30.3. In the event that temporary accommodation is unavailable, the Company may provide suitable caravans to be used as an acceptable form of temporary accommodation.
- 30.4. Where the Company is unable to provide messing facilities to the Employee, the Employee shall be compensated for reasonable costs incurred in providing their own meals, based on ATO guidelines as amended from time to time.
- 30.5. The Company shall provide transport from the Company provided temporary accommodation to the work location. In the event the Company requests the Employee to use their own private vehicle for transport from the temporary

accommodation to the work location, the Employee will be compensated for such use based on the ATO cents-per-kilometre guidelines.

- 30.6. Where the Company is unable to provide board, lodging and messing facilities, the Employee will be paid a living away from home allowance of \$478.44 per completed week of service or \$68.45 per day.

31. Annual Leave

- 31.1. Full time and part time Employees are entitled to annual leave in accordance with the NES.

- 31.2. In summary, the NES provides for:

- a) For each year of completed service with the Company Employees are entitled to:
 - 4 weeks of paid annual leave; or
 - 5 weeks of paid annual leave for a continuous shift worker, being a shift worker who performs work and operates continuous 24/7 shifts, who is rostered to work and continually rotates through these continuous shifts, and who regularly works on Sundays and public holidays.
- b) Annual leave accrues on a weekly basis but does not accrue during any period of unauthorised absence, unpaid leave.

- 31.3. Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination at the amount that the Employee would have received had they taken the leave.

- 31.4. Where an Employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) shall not be counted in the period of annual leave.

- 31.5. Annual leave is paid at the Employee's base rate of pay for the Employee's ordinary rostered hours of work in the period. Annual leave will be paid at the time payment is made in the normal wages pay run.

- 31.6. When taking annual leave, Employees will be paid an annual leave loading of 17.5% calculated on the amount payable for the leave taken. The annual leave loading for an Employee working night shift is 20%.

- 31.7. Annual leave may be taken by agreement between the Employee and the Company, provided that the Company will not unreasonably refuse a request to take accrued annual leave. When requesting to take annual leave, Employees should provide a minimum of 4 weeks' notice prior to the intended start date.

- 31.8. Notwithstanding the above, the Company may direct an Employee to take:

- a) up to a quarter of their accrued annual leave entitlement where the Employee has accrued more than 8 weeks' annual leave;
- b) leave where it shuts down all or part of the business provided that if an Employee does not have sufficient accrued leave he/she may be required to take leave without pay;
- c) accrued annual leave by giving 2 weeks' notice due to the operational requirements of the Company, via notification by the Company.

31.9. By written agreement with the Company, an Employee may elect to cash out part of his/her accrued annual leave entitlement in accordance with the NES (which provides that the Employee must maintain a minimum of 4 weeks accrued leave).

31.10. The provisions of this clause shall not apply to casual Employees.

32. Personal/Carer's Leave

32.1. Employees are entitled to 10 days paid personal/carer's leave for each year of completed service with the Company which can either be taken as sick leave or carer's leave in accordance with the NES, as outlined in this clause.

32.2. Personal/carer's leave accrues on a weekly basis according to the ordinary hours of work, but does not accrue during any period of unauthorised absence, unpaid leave

32.3. Unused paid personal/carer's leave accumulates from year to year but is not paid out on termination.

32.4. Paid personal/ carer's leave is paid at the Employee's base rate of pay for the ordinary hours the Employee would have worked during the period of leave.

32.5. Where a public holiday falls during a period of paid personal/carer's leave, the Employee is taken not to be on personal/carer's leave on that day.

32.6. An Employee is entitled to paid sick leave if they are not fit for work because of personal illness or personal injury. Paid sick leave is deducted from the Employee's accrued entitlement to paid personal/carer's leave.

32.7. For any multiple day absence or any single day absences in excess of two single day personal leave absences per year an Employee must provide proof to satisfy a reasonable person. For the purpose of this agreement reasonable proof is:

- a) a medical certificate indicating that the Employee was unfit for work because of personal illness or injury; or
- b) where it is not reasonably practical to obtain a medical certificate, a statutory declaration detailing the same information.

32.8. An Employee is entitled to paid or unpaid carer's leave to provide care or support to a member of their immediate family or household because of:

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

32.9. For the purpose of this agreement:

- a) 'Immediate family' means:
 - the Employee's spouse, defacto or former defacto partner, child, parent, grandparent, grandchild, or sibling
 - a child, parent, grandparent, grandchild, or sibling of the Employee's spouse, defacto or former defacto partner
- b) 'Household' means:
 - any other person who resides with the Employee.

32.10. Paid carer's leave is deducted from the Employee's accrued paid personal/carer's leave.

- 32.11. Employees (including casual Employees) are entitled to a period of up to 2 days' unpaid carer's leave per occasion. Full time and part time Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- 32.12. For any multiple day absence or any single day absences in excess of two single day personal leave absences per year an Employee must provide proof to satisfy a reasonable person. For the purpose of this agreement reasonable proof is:
- a) In the case of illness or injury of a member of the Employee's immediate family or household member:
 - medical certificate indicating that the immediate family or household member had a personal illness or injury during a period of the leave; or
 - a statutory declaration which includes a statement that the Employee required leave to provide care or support to an immediate family or household member because of personal illness or injury.
 - b) In the case of an unexpected emergency:
 - a statutory declaration which includes a statement that the Employee is required leave to provide care or support to an immediate family or household member because of an unexpected emergency affecting that person.

33. Compassionate Leave

- 33.1. Employees are entitled to 2 days' compassionate leave per occasion in accordance with the NES, as outlined in this clause, where a member of their immediate family or household member:
- a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life; or
 - b) dies
- 33.2. Except in the case of casual Employees, compassionate leave is payable at the Employee's base rate of pay for the ordinary hours the Employee would have worked over had they not proceeded on the leave. For casual Employees, compassionate leave is unpaid leave.
- 33.3. In order to be entitled to compassionate leave the Employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person he/she is taking compassionate leave for.
- 33.4. The Employee will be entitled to an additional three (3) days unpaid compassionate leave where the Employee is required to travel interstate, overseas or to regional Western Australia due to the location of the Employees family member. Where such leave is taken, and it is requested, the Employee will provide the Company with reasonable evidence of the travel.
- 33.5. The Company may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.

33.6. Except for unpaid carer's and unpaid compassionate leave, this clause does not apply to casual Employees. When taking unpaid carer's leave or unpaid compassionate leave, casual Employees must also comply with the notice and evidence requirements as provided for in this Agreement.

34. Parental Leave

34.1. Parental leave will be in accordance with the *Fair Work Act 2009* (Cth) and the *Paid Parental Leave Act 2010* (Cth).

35. Public Holidays

35.1. All Employees (excluding casual Employees) shall be entitled to the following gazetted public holidays without loss of ordinary hours pay:

- Christmas Day
- Boxing Day
- New Year's Day
- Australia Day
- Western Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Labour Day
- Sovereign's Birthday.

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

35.3. Any Employee required to work on a public holiday nominated herein shall be paid at the rate of 250 percent of the ordinary base rate of pay for all time so worked. Public Holiday shifts will be calculated from when the shift starts.

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

36. Community Service Leave

36.1. Community Service and Jury leave shall be in accordance with the provisions of the NES.

37. Long Service Leave

37.1. Employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act 1958* or the *Construction Industry Portable Paid Long Service Leave Act 1985*, whichever is the relevant legislation.

38. Clothing and Personal Protective Equipment (PPE)

38.1. The Company will provide the Employees, on commencement of employment or as otherwise specified in this clause, with the following items of safety clothing:

- safety footwear;
- four (4) pairs of long trousers;
- four (4) long sleeve shirts;
- wet weather gear as required

38.2. It is a condition of employment that all employees wear high visibility clothing or vest at all times at the workplace.

38.3. At its discretion, the Company shall supply other safety clothing and any other protective equipment/materials on a personal basis as it determines relevant and the Employee shall be required to wear such clothing or equipment at all times as directed and/or as required by the Company.

38.4. At the Company's discretion, the items referred to in subclause 37.1 will be replaced on a fair wear and tear basis, provided they are produced to the Company for inspection and the Company determines that the replacements of such items is warranted.

38.5. No safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst at work.

39. Fitness for Work

39.1. The Company is committed to protecting Employees, company assets, the community and the environment from hazards arising from alcohol or drug misuse in the workplace.

39.2. It is a requirement that Employees are not adversely affected by alcohol or drugs during working hours. Employees must act in accordance with any applicable drug and alcohol policies and procedures of the Company, the relevant project, and/or under client requirements.

39.3. Where an Employee is taking medication, or suffering from any condition, that may affect or limit their ability to carry out work, they must advise the Company Health and Safety Representative or their nominated representative immediately.

39.4. Employees may be required to undertake random, blanket or "for cause" drug and alcohol testing which the Company will carry out to the relevant Australian standards. An Employee who returns a positive test or fails to undertake a test may be subject to disciplinary action including summary dismissal.

39.5. An Employee returning a positive test result with any undeclared substance or who fails to undertake a test will be suspended without pay until such time as the Employee is deemed fit for work or their employment is terminated.

39.6. Employees may be required to undergo medical examinations, as required by the Company, for the purposes of determining an Employee's ability to perform their duties safely and competently and to satisfy site entry requirements of Clients. Medicals may include drug and alcohol testing. All medical examinations will be in accordance with the National Health Standards of Rail Safety Workers, or any other relevant standard.

40. Policies

- 40.1. Employees are required to be familiar with and comply with all workplace policies and procedures of the Company. Policies and procedures may change to meet business needs of the Company.

41. Signatories to this Agreement

Parties to the Agreement are committed to the provisions contained herein.

Signed for and on behalf of its authorised representative:

1. Coleman Rail Pty Ltd

..... Dated 15/6/2017
Signatory Name: Sean Bonham
Signatory Position: General Manager
Signatory Address: 174 Turner Street, Port Melbourne 3207
The above person is authorised by Coleman Rail Pty Ltd to sign the Agreement on its behalf.

.....
Witness Name: ANDREW VINCENT
Witness Address: 174 TURNER STREET, PORT MELBOURNE, VIC 3207

2. The Australian Rail, Tram and Bus Industry Union, WA Branch

..... Dated 7th June 2017
Signatory Name: PHILIP WOODCOCK
Signatory Position: BRANCH SECRETARY
Signatory Address: 2/10 NASH STREET, PERTH, 6000.
The above person is authorised by the Australian Rail, Tram and Bus Union to sign the Agreement on its behalf.

.....
Witness Name: BIANCA GRUBOR
Witness Address: 2/10 NASH STREET, PERTH WA, 6000

Appendix A – Classification Definitions

Level	Rail (RW)	Civil (CW)	Plant Operations (PO)
RW1/ CW1	Labourer (entry level)	General Labourer (entry level) Stores Assistant	
RW2/ CW2	Rail Labourer - (min. 12 months' experience) Welder's Assistant Flagman	General Labourer - (min. 12 months' experience) Concrete Worker Trades Assistant Peggy Traffic Controller Chainperson Spotter	
RW3/ CW3/ PO1	Plant Operator Aluminothermic Welder Track Protection Co-ordinator	Concrete Finisher Dogman Rigger (basic) Scaffolder (basic) Steelfixer Survey Instrument Hand Pipelayer/Joiner	Road Roller (under 12 tonnes) Excavator (under 10 tonnes)
RW4/ CW4/ PO2	Rail Worker Special Class	Rigger (intermediate) Scaffolder (intermediate) Serviceman Carpenter (non-trade qualified) Material Transfer Placer (road base) Crane Operator (up to 5 tonnes)	Excavator (10-20 tonnes) Tractor (up to 48kw) Skid Steer (up to 48kw) Water Cart (up to 40 tonnes) Forklift (up to 40 tonnes) Road Roller (12 tonnes and over)

RW5/ CW5/ PO3	Tradesperson	Tradesperson Carpenter (trade qualified) Plant Mechanic Rigger (advanced) Scaffolder (advanced) Mobile Crane Operator (5-25 tonnes)	Excavator (20-45 tonnes) Loader (front end and overhead from 48kw -370kw) Dry Batch Plant Skid Steer (48kw and over) Tractor (48kw - 370kw) Forklift (48kw - 220kw) Compactor 825 without GPS Grader 140, 143, 14, 16 without GPS Dozer D8 without GPS Dumper and Watercart (40-100 tonnes)
CW6/ PO4/SP1		Crane Operator (25-60 tonnes)	Scraper 637 & 651 Excavator (45 - 85 tonnes) loader (front end and overhead 370kw - 450kw) Tractor (310kw - 450kw) Dozer D10N Wet batch plant Dozer D8 with GPS Grader 140, 141, 14, 16 with GPS Compactor 825 with GPS
CW7/SP2		Mobile Crane Operator (61-100 tonnes)	

* Please see definitions on following page

CLASSIFICATION DEFINITIONS

WAGE GROUP: RW 1

A Labourer, Rail Worker - Level I is an employee who has undertaken Train Track Safety in the Field Level 1 training and has undertaken or is undertaking industry induction training which will include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, basic instruction on work and documentation procedures, occupational health and safety and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. The employee will undertake duties as follows:

- (i) performs general labouring duties;
- (ii) exercises minimal judgement;
- (iii) works under direct supervision; or
- (iv) is undertaking training so as to enable them to work at the R W 2 level.

WAGE GROUP: RW2

An Experienced Rail Worker, Rail Worker- Level II, flagman is an employee who has completed structured training and/or has adequate on site experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at RW 1 and to the level of his/her skills, competence and training. The employee shall possess competencies, capacities and undertake duties as follows:

- (i) works in accordance with standard operating procedures and established criteria;
- (ii) works under direct supervision either individually or in a team;
- (iii) understands and undertakes basic quality control/assurance procedures and documentation, including the ability to recognise basic quality deviations/faults; and
- (iv) follows safe work practices, identifies and repmis workplace hazards.

WAGE GROUP: RW 3

A Skilled Rail Worker/Mobile Plant Operator, Rail Worker - Level III is an employee who has attained the qualifications, experience and skills so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at R W 2 and to the level of his/her skills, competence and training. The employee shall possess competencies, capacities and undertake duties as follows:

- (i) is responsible for the quality of his/her own work subject to routine supervision;
- (ii) works under routine supervision either individually or in a team;
- (iii) exercises discretion within his/her level of skills and training;
- (iv) assists in the provision of on-the-job training; and
- (v) is qualified to operate mobile plant and/or complete thermit welds and/or qualified as a Level 3 Track Protection Co-ordinator.

WAGE GROUP: RW 4

A Rail Worker Special Class, Rail Worker - Level IV is an employee who has completed formal training or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at R W 3 and to the level of his/her skills, competence and training. The employee shall possess competencies, capacities and undertake duties as follows:

- (i) understands and applies quality control techniques and documentation;
- (ii) works from complex instructions and procedures;
- (iii) assists in the provision of on-the-job training;
- (iv) exercises good interpersonal and communications skills;
- (v) exercises discretion within the scope of this classification level;
- (vi) co-ordinates work in a team or works individually under limited supervision; and
- (vi) is able to inspect completed works and/or materials for conformity with established standards.

WAGE GROUP: RW 5

A Tradesperson, Rail Worker - Level V is an employee who holds a trade certificate or tradespersons rights certificate and is able to exercise the skills and knowledge of the trade so as to enable the employee to perform work within the scope of this level.

A Tradesperson, Rail Worker - Level V is required to exercise the trade skills of his/her trade certificate and work above and beyond the skill of an employee at R W 4 and to the level of his/her skills, competence and training. The employee shall possess competencies, capacities and undertake duties as follows:

- (i) understands and applies quality control techniques;
- (ii) exercises discretion within the scope of this classification level;
- (iii) performs work under limited supervision either individually or in a team;
- (iv) performs non-trade tasks incidental to his/her work;
- (v) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training; and
- (vi) is responsible for assuring the quality of his/her own work

SUPERVISION GROUP: S1

Leading Hand - Level I

A Leading Hand - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed training in supervision and/or training and/or has skills, capacity and experience to supervise the activities of a work crew of up to 10 men.

SUPERVISION GROUP: S2

Leading Hand - Level II

A Leading Hand/Trainer - Level II is an employee who is responsible for supervision and/or training of Leading Hand/Trainers - Level I. Such an employee has completed training in supervision and/or training and/or has skills, capacity and experience to supervise the activities of more than one work crew.

Appendix B – Wage Schedule

Classification	Hourly Rate				
	(effective from first full pay period on or after the date below)				
	From Commencement	01.07.17	01.07.18	01.07.19	01.07.20
RW1/CW1	\$23.65	\$24.55	\$24.92	\$25.29	\$25.67
RW2/CW2	\$24.50	\$26.35	\$26.75	\$27.15	\$27.55
RW3/CW3/PO1	\$26.00	\$28.00	\$28.42	\$28.85	\$29.28
RW4/CW4/PO2	\$28.50	\$29.93	\$30.38	\$30.83	\$31.30
RW5/CW5/PO3	\$30.00	\$32.45	\$32.94	\$33.43	\$33.93
CW6/PO4	\$31.50	\$33.98	\$34.49	\$35.01	\$35.53
CW7	\$33.00	\$36.50	\$37.05	\$37.60	\$38.17

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the 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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).