



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Downer EDI Works Pty Ltd
(AG2013/2003)

DOWNER INFRASTRUCURE RAIL DIVISION ENTERPRISE AGREEMENT 2013

Manufacturing and associated industries

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 15 AUGUST 2013

Application for approval of the Downer Infrastructure Rail Division Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Downer Infrastructure Rail Division Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s185 of the *Fair Work Act 2009* (the Act). It has been made by Downer EDI Works Pty Ltd. The agreement is a single enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

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

[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Australian Rail, Tram and Bus Industry Union - National Office, being bargaining representatives for the Agreement, have given notice under s183 of the Act that they want the Agreement to cover them. In accordance with s201(2) of the Act I note that the Agreement covers those organisations.

[5] The Agreement is approved and, in accordance with s54 of the Act, will operate from 22 August 2013. The nominal expiry date of the Agreement is 31 December 2016.



SENIOR DEPUTY PRESIDENT

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**Downer Infrastructure
Rail Division Enterprise Agreement 2013**

**Downer Infrastructure Rail Division Enterprise
Agreement 2013**

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Downer Infrastructure Rail Division Enterprise Agreement 2013

1 Title

This workplace agreement shall be known as the Downer Infrastructure Rail Division Enterprise Agreement 2013.

2 Parties Bound

This Agreement will be binding upon:

- (a) the Company;
- (b) All employees engaged in the business described in clause 3 in any of the classifications referred to in clause 15 and Appendix 1;
- (c) The following organisations of employees, their officers and members:
 - (i) Australian Rail Tram and Bus Industry Union, Victoria, New South Wales, Northern Territory, South Australia, Western Australia, Queensland and Tasmania.
 - (ii) Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union.

3 Application Of Agreement

This agreement shall apply to the Railway Infrastructure Maintenance and Construction business of Downer EDI Works Pty Ltd ("Company") in respect of employees covered by classifications in this Agreement who are engaged in railway and tram infrastructure maintenance, renewal and construction in Victoria (**excluding signalling and overhead renewal, construction and maintenance in light and heavy rail**), New South Wales, Tasmania, Northern Territory, South Australia, Western Australia and Queensland including the plant division. However, this Agreement will not apply to employees employed under the terms of a different workplace or enterprise agreement.

This agreement excludes employees employed under the Downer EDI Works Pty Ltd and ETU Victorian Rail Infrastructure Enterprise Agreement 2012 – 2015.

By negotiation this agreement could be applied to a long term contract for regional signalling maintenance activities in Victoria for V/Line or ARTC, for example.

4 Commencement And Term Of Agreement

This Agreement operates from 1st January 2013.

The nominal expiry date of the Agreement is 31st December 2016.

5 Definitions

For the purposes of this agreement:

Agreement means the Downer infrastructure Rail Division Enterprise Agreement 2013.

Casual Employee means a person that is appointed by the Company to be a casual employee and paid a casual loading to compensate them for the casual nature of their employment including having no entitlement to paid annual leave, personal/carer's leave or compassionate leave.

Company means Downer Pty Ltd ABN 66 008 709 608.

Construction Site means:

Amplifications – Works which involves the linear “extension” and / or grade separation of existing infrastructure on an existing railway corridor such as passing lanes, track duplication, track re-routing.

New Construction – Work which involves the construction of new infrastructure on a corridor not previously used for rail such as building sites, by-passes and yards not on railway reserves.

Maintenance upgrade works are considered general railway activities and are not considered a Construction Site.

Employee or **employees** means a persons employed under this Agreement performing work in a classification described in Appendix 1 of the Agreement.

Employee Representative means an employee that has been nominated by a fellow employee or employees to act as a representative and may include a union representative.

Fixed Term Employment means a specific period of employment that is determined prior to the employee's employment commencing.

Full Rate of Pay means the same as defined by the Act.

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FWC means the Fair Work Commission

Immediate Family means an employee's spouse, and the employee's or the employee's spouse's child, parent, grandparent, grandchild or brother or sister. This includes a de facto partner (regardless of gender), former spouses and former de facto partners, and those to whom the employee has a step or adoptive relationship.

NES means the National Employment Standards.

Normal depot means a place that is nominated by the Company to be an employee's normal place of work they are usually required to attend on a daily basis.

Ordinary Hours means the hours of work described in Clause 27 of this Agreement.

Overtime means work performed outside of or in addition to an employee's ordinary hours.

Part Time Employee means an employee employed for less than an average of 38 hours per week and receiving a corresponding proportion of a full time employee's pay and leave according to their part time hours of work.

Redundancy means the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone.

Residential Depot means if an employee has their normal residence more than 100 km from a Company workplace, the employee's normal residence will be nominated as their normal depot.

Retrenchment means the termination of employment by reason of redundancy.

Roster means a work schedule containing the ordinary and overtime hours of work required of an employee over a period of time along with the RDOs, public holidays and other days of approved leave falling during that period.

Rostered Day Off (RDO) means a week day not worked as a result of the operation of a method of working a 38 hour week where sufficient extra ordinary time is worked on a number of days and accrued to allow for the day off.

Rostered Worker means an employee that has agreed with the Company to be rostered to work their ordinary time on any day of the week and weekends and at nights.

Shiftwork:

Afternoon Shift means any shift finishing after 1800 hours and at or before 2400 hours.

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Continuous Shift worker means an employee that is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and

is regularly rostered to work those shifts; and

regularly works on Saturdays, nights, afternoons and morning shifts, Sundays and public holidays

Early morning shift means a shift which commences after 0400 and before 0600.

Early Morning Shift, Afternoon Shift, and Night Shift work means any system of work which is being carried out on a regular scheduled basis outside ordinary hours of work for a day worker 0600- 1800, for a minimum of five consecutive shifts.

Night shift means any shift finishing subsequent to midnight and at or before 0800 hours, or a shift that commences after midnight and at or before 0400.

Temporary depot means a place of work assigned to an employee by the Company as a temporary replacement for the employee's normal depot. A temporary depot can be accommodation provided to an employee when they are required to work away from their normal residence.

Transfer means an employee being assigned to and from a Normal Depot and Temporary Depot by the Company.

Transmission of business includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

Union means an industrial organisation of employees that has a constitutional ability to cover an employee employed under this agreement.

Work Cycle means the consecutive period of time which encompasses both working days and non working days in a consistent pattern. For example but not limited to:

Five days on, two days off is a work cycle of seven days

Ten days on, four days off is a work cycle of fourteen days.

Zero Harm means our people are responsible and accountable for the care and protection of their peers, the business, the communities in which we operate, and the environment. It also means growing the Company's business in a sustainable way.

6 Interpretation Of Agreement

This Agreement must be read in a way which is consistent with the objectives of the Agreement listed below:

- (a) For the mutual benefit of the Company and its employees to achieve an internationally competitive business, with a multi-skilled and highly motivated workforce with focus on achieving a Zero Harm environment delivery, commitment, product quality, measurable productivity gains, cost efficiency and team work.
- (b) Ensure the ability of the Company to fulfil its obligations for the maintenance and overhaul of track and associated infrastructure in its chosen markets in the rail industry.
- (c) Develop a working environment that will contribute to the achievement of the above by encouraging employee participation in decision-making, operating in a Zero Harm environment, pride in quality, safe working practices, continuous improvement in product quality, reliability and customer service, flexible work patterns and multi-skilling.
- (d) To establish an appropriate balance between operational and business objectives and employees' family and social responsibilities.
- (e) Establish a framework to enable employees to achieve these aims and enable them to identify and solve problems as well as initiate improvements to work design, processes and procedures, leading to productivity improvements and increased job satisfaction.
- (f) Develop a process of continuous improvement in all work and business-related areas to enable the Company and its employees to obtain additional contract work on a national basis in rail infrastructure and associated work in its chosen markets in the rail industry.
- (g) To establish a clear understanding by employees of the goals and objectives of the Company.
- (h) To avoid any action, which might disrupt the continuity of services to its customer, or in any way reduce the effectiveness of the business.
- (i) The parties agree that the following will underpin the way work is performed and a continuous improvement program will be maintained for all aspects of the business.

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- (j) All grievances will be processed in an orderly and expeditious way with the objective being the elimination of stoppages to work and loss of production;
- (k) Maintenance of positive working relationships, which promote mutual trust, co-operation and open communication;
- (l) A commitment to the provision of appropriate training and personal development programs; and
- (m) Maintenance of standards of conduct and attendance necessary to ensure a safe, efficient and cooperative operation.

7 Flexibility

- (a) The Company and an employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the Agreement deals with 1 or more of the following matters:
 - (A) parental leave, clause 37;
 - (B) long service leave, clause 38;
 - (ii) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) the arrangement is genuinely agreed to by the Company and employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and employee; and
 - (iii) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (e) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Company or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) (if the Company and employee agree in writing — at any time.

8 Consultative And Communication Process

8.1 Consultative Committee

- (a) The company, its employees and their nominated representatives understand the value of regular and constructive communication to

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ensure and improve the overall operation and development of the company and work environment of the employees.

- (b) To ensure this regular communication, and to minimise conflict in the workplace, the parties agree to establish Consultative Committee to communicate and address a range of workplace issues.

These matters shall include, but are not limited to:

- Zero Harm Initiatives
- Company performance update;
- health and safety matters;
- matters pertaining to the relationship between the employees and the employer;
- best practice initiatives;
- skills development;
- rosters and working hours;
- amenities and standard of accommodation;
- team working; and
- changes to contractual or operational requirements, including redundancy.

The employees on the "Consultative Committee" shall be chosen by their peers. The make up of the committee shall be determined to provide a broad spread, both geographically and discipline. Nominally each region/business shall have one representative and each discipline will have one representative. At the start of this Agreement it is envisaged that employee representation on the committee will be:

Business or Region	Number of committee representatives
Maintenance	1= New South Wales 1= Victoria 1= Western Australia
Construction	1 = Victoria Construction 1 = NSW Construction

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Rail Services

1 = Workshop

2 = SPS Business

1 = Infrastructure Services

This representation may change to meet the changing organisational structure.

The committee will meet once every quarter either by dialling in or attendance in person, subject to approval from the direct line manager. At least one meeting per year will include all members in person.

The consultative meeting will have a rotating chair. Training for people on the committee will be provided as required by the Company.

The underlying purpose of the committee is to have effective communication with the workforce. The committee is not a decision making body but may make recommendations. Any recommendation will not be implemented without agreement by the parties to the Agreement. Agreement will not be unreasonably withheld.

8.2 Consultation Requirements

(a) Significant Change:

This term applies if:

- (i) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on employees of the enterprise.
- (b) The Company must notify the relevant employees and their union of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

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- (ii) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

- (e) As soon as practicable after making its decision, the Company must:

- (i) discuss with the relevant employees:

- (A) the introduction of the change; and

- (B) the effect the change is likely to have on the employees; and

- (C) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

- (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:

- (A) all relevant information about the change including the nature of the change proposed; and

- (B) information about the expected effects of the change on the employees; and

- (C) any other matters likely to affect the employees.

- (f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.

- (i) In this term, a major change is likely to have a significant effect on employees if it results in:

- (i) the termination of the employment of employees; or

- (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (j) In this term, relevant employees means the employees who may be affected by the major change.

9 Recognition Of Representative

- (a) An employee may appoint a person to be their representative in relation to any matter arising under this Agreement. If the Company requests, the appointment must be made in writing.
- (b) The Company must not refuse to recognise an employee representative duly appointed by an employee and/or employees as described in 9(a).
- (c) Where at the discretion of employees, an Employee Workplace Representative or Union Delegate (EWR/UD) is elected, the Company will recognise the EWR/UD as being a person who has rights and obligations in accordance with the *Fair Work Act 2009* (Cth).
- (d) The EWR/UD will be allowed reasonable time during working hours that is considered necessary to carry out business associated with his/her role as the EWR/UD. Provided any business will relate to this Enterprise Agreement and pertain to the employer/employee relationship. The EWR/UD will not allow the required duties/tasks as an employee to suffer due to being an elected EWR/UD.
- (e) The relevant Manager will make available for the free use by the EWR/UD, a telephone, computer and/or facsimile on the occasions it is requested as a means for seeking external advice on matters pertaining to this Enterprise Agreement or the employer/employee relationship.

10 Continuity of Service

As consequence of any functions or activities being performed by the Company or its successors, assignees or transmittes, Employees who continue their employment with the Company or their successor, assignee or transmittes shall have their service with the previous Company, including service recognised by a previous Company will count for all purpose with the new Company, (including salary progression where applicable, the maintenance of all accrued entitlements including pro rate accruals with the previous companies transferring with the Employee, this includes sick leave, annual leave, annual loading, long service leave, rostered days off or their equivalent, public holidays, employee travel passes and any other accrued entitlements.

11 Contract Of Employment

11.1 Ongoing Employment

Except as otherwise provided in this Agreement, employment shall be on an ongoing full time basis.

11.2 Part-Time Employment

- (a) An employee may be engaged to work on an ongoing part-time basis involving a regular pattern of hours which on average will be less than 38 hours per week.
- (b) Before commencing part-time employment, the employee and the Company must agree upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work and the classification applying to the work to be performed.
- (c) The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (d) A part-time employee who is required by the Company to work in excess of the hours agreed upon in accordance with clause 11.2(b), will be paid overtime in accordance with clause 31.
- (e) Where the part-time employee's normal paid hours fall on a public holiday prescribed in this Agreement and work is not performed by the employee, such employee will not lose pay for the day. Where the

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employee works on the holiday, such employee will be paid the public holiday rate prescribed by this Agreement.

11.3 *Probation*

- (a) The employment of all new employees shall be subject to a three (3) month probationary period.
- (b) If an evaluation has not been conducted within 5 days of completion of initial 3 monthly probation period, the employee will be appointed to fulltime employment.
- (c) Employees will be advised of the standards of performance and conduct expected.
- (d) During the probation period, employees shall be provided with written feedback concerning their employment, which shall be given by their supervisors/local manager. The employee will also be given the opportunity to supply written comment on their probationary feedback.
- (e) Employees whose employment continues beyond the three month probationary period will have their entitlements accrue from the date of their commencement.
- (f) Probationary period may be extended to a maximum of six months in total due to disciplinary and/or performance issues. Such extension shall involve a monthly evaluation in person with the employee concerned. Such evaluation will be documented and signed by the Company and the Employee. If the monthly evaluation is not conducted, the extended probationary period will be deemed to have finished and the employee will be appointed to fulltime employment. The Employee may choose to be represented by an employee representative throughout this process.
- (g) Fulltime employment will not be unfairly withheld.
- (h) During the probationary period the employer or employee may terminate employment by giving seven days notice or payment of one weeks pay in lieu of notice.
- (i) When the employment is terminated within the probationary period, the employee will be notified in writing.

11.4 *Casual Employment*

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- (a) Employees employed on a casual basis are engaged on an hourly contract of service. Provided however, that no casual employee under this clause 11.4 shall be employed for less than four hours in any one shift.
- (b) A casual employee for working ordinary time shall be paid per hour 1/38 of the prescribed actual weekly rate for the work performed, plus 25% for all purposes. This 25% loading compensates casual employees for the non-receipt of annual leave, personal/carers leave, compassionate leave, parental leave, jury service, public holidays not worked, severance pay and notice of termination.
- (c) Where a Casual Employee has been engaged for a period of 6 months and during which time has worked the equivalent time of a full-time Employee the Employer shall review the ongoing need for the work and determine whether there is an ongoing permanent position required or whether there is a fixed term position required.
- (d) If a fixed term position is determined, the Employer shall offer the Casual Employee the opportunity to elect to have his or her employment converted to temporary employment for the duration of the identified fixed term position.

11.5 *Fixed Term Employment*

An employee may be employed on a fixed term basis. A fixed term employee shall be employed for:

- (a) a particular project agreed; or
- (b) a term in excess of 3 months agreed: but no more than 12 months

and shall be classified and paid in accordance with the classification level appropriate to the work undertaken.

11.6 *Employee Duties*

- (a) An employee shall perform such work as the Company shall, from time to time, reasonably require, provided the employee has been trained to the level of skill required to perform such duties and has been assessed as having the appropriate skills.
- (b) Where training is required to enable the employee to undertake any varied duties, the employee shall undertake such training so that they are able to perform duties within their classification in this Agreement. The

Classification of the employee's position will be reviewed prior to the training being undertaken.

11.7 Timekeeping

Notwithstanding anything elsewhere stated in this Agreement, the Company may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding six minutes) and shall apply such proportion in the calculation of working time (including overtime) of an employee.

12 Transmission of Business

In the event of the Company selling, transmitting, assigning or otherwise transferring the whole part of the business in which Employees covered by this Agreement are employed, and in the event of Employees being offered employment in the business by a new employer upon the terms and conditions of employment of this agreement with continuity of entitlements and at the same location, then the Company will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees arising from the transmission or transfer.

13 Induction

- (a) The Company will conduct inductions in order that employees are made familiar with the work at hand and to ensure that employees are familiar with the Company's operation and its methods of work.
- (b) Aspects to be outlined to new employees at induction courses shall not be limited to but will include:
 - (i) The Company's history and objectives;
 - (ii) Familiarisation with adherence to the terms of the Agreement;
 - (iii) Adherence to Company safety standards and requirements;
 - (iv) House rules, including disciplinary procedures;

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- (v) Introduction to health and safety representatives and nominated first aid certificate holders;
- (vi) Adherence to Company policies relating to drugs and alcohol;
- (vii) Adherence to rail safety legislation applicable to the State or Territory where work is performed and occupational health and safety legislation; and
- (viii) Provide an opportunity for the introduction to a union or other employee representative.

14 Wage Increases

14.1 Increases & timing

In consideration of the nature and duration of this Agreement and of the matters contained in this Agreement to improve the efficiency and productivity of the Business, the wages and allowances set out in this Agreement will increase from the start of the first pay period commencing on or after the following dates at the rates sets out below.

Date	01 January 2013	01 July 2013	01 January 2014	01 July 2014	01 January 2015	01 July 2015	01 January 2016	01 July 2016
Guaranteed increase	2.6%	2.1%	2.1%	2.1%	2.1%	2.2%	2.2%	2.2%

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Wage Rates throughout Agreement Term								
	1/1/13	1/7/13	1/1/14	1/7/14	1/1/15	1/7/15	1/1/16	1/7/16
1	\$22.84	\$23.32	\$23.81	\$24.31	\$24.82	\$25.37	\$25.92	\$26.49
2	\$24.37	\$24.88	\$25.40	\$25.94	\$26.48	\$27.07	\$27.66	\$28.27
3	\$25.90	\$26.44	\$27.00	\$27.57	\$28.15	\$28.76	\$29.40	\$30.04
4	\$27.40	\$27.98	\$28.56	\$29.16	\$29.78	\$30.43	\$31.10	\$31.78
5	\$28.92	\$29.53	\$30.15	\$30.78	\$31.43	\$32.12	\$32.82	\$33.55
6	\$30.46	\$31.10	\$31.75	\$32.42	\$33.10	\$33.83	\$34.57	\$35.33
7	\$32.90	\$33.59	\$34.30	\$35.02	\$35.75	\$36.54	\$37.34	\$38.16
8	\$35.32	\$36.06	\$36.82	\$37.59	\$38.38	\$39.23	\$40.09	\$40.97
9	\$37.76	\$38.55	\$39.36	\$40.19	\$41.03	\$41.94	\$42.86	\$43.80
10	\$40.20	\$41.04	\$41.91	\$42.79	\$43.68	\$44.65	\$45.63	\$46.63
11	\$42.64	\$43.54	\$44.45	\$45.38	\$46.34	\$47.36	\$48.40	\$49.46
12	\$45.08	\$46.03	\$46.99	\$47.98	\$48.99	\$50.07	\$51.17	\$52.29

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Summary of Allowances throughout the agreement term									
Clause	Title	1/1/13	1/7/13	1/1/14	1/7/14	1/1/15	1/7/15	1/1/16	1/7/16
17.1	Electrical Licence	\$29.95	\$30.58	\$31.22	\$31.88	\$32.55	\$33.26	\$33.99	\$34.74
17.2	Trailer towing	\$4.53	\$4.63	\$4.72	\$4.82	\$4.92	\$5.03	\$5.14	\$5.25
19	Tramway Renewal	\$45.30	\$46.25	\$47.22	\$48.21	\$49.23	\$50.31	\$51.42	\$52.55
17.3	Meals	\$17.50	\$17.87	\$18.24	\$18.63	\$19.02	\$19.44	\$19.86	\$20.30
22 (b)	Accommodation	\$92.00	\$93.93	\$95.90	\$97.92	\$99.97	\$102.17	\$104.42	\$106.72
22 (b)	Breakfast	\$24.00	\$24.50	\$25.02	\$25.54	\$26.08	\$26.65	\$27.24	\$27.84
22 (b)	Lunch	\$19.00	\$19.40	\$19.81	\$20.22	\$20.65	\$21.10	\$21.57	\$22.04
22 (b)	Dinner	\$39.00	\$39.82	\$40.66	\$41.51	\$42.38	\$43.31	\$44.27	\$45.24

15 Classification and Competency Based Progression

15.1 Classification

The company shall remunerate employees under the Classification and rates of pay as described below:

- (a) The classification structure and minimum rates of pay set out in Appendix 1 shall apply to the employment of employees under this Agreement.
- (b) Reclassification of employees shall be based on the achievement of competencies identified for each level, including those required to qualify for a particular pay level within the Rail Division Classification structure. Payment for the achievement of higher competencies will be determined by the predetermined automatic progression levels or by reference to the business needs of the enterprise which will be dependant upon the employee being engaged in a position which requires the attainment of higher competencies, above any automatic progression levels.
- (c) Automatic progression will be up to level 4. Typically an employee is reasonably expected to meet the requirements of level 4 within two years. An employee will be provided with an appropriate training programme to assist them in achieving this progression.

15.2 Classification Structure

The classification structure is based upon the following principles:-

- (a) employees will be paid at a classification level once they have met all competency requirements of that classification level, up to the automatic progression level (level 4) consistent with Downer EDI Works competency streams and individual training plans;
- (b) employees may be required to carry out any duties and use tools and equipment which are within the limits of their competence and training;
- (c) career options will be developed within and across streams as required to meet business requirements;
- (d) flexible acquisition and utilisation of skills, to maximise employee effectiveness and meet the needs of the business.

15.3 Classification Streams

The classification structure is based on competency development and progression including but not limited to the following competency streams:

- Track
- Structures
- Resurfacing
- Safeworking
- Signals Electrical
- Signals Mechanical
- Plant Maintenance
- Plant Operators
- Vegetation
- On-track Machines

The competency based progression arrangements for each stream are shown at appendix 1 with the competency mix applicable at each level contained in Downer competency structures. The parties to the agreement may vary the competency mix in the Downer EDI Works competency structures to give effect to Skills Council changes and/or to satisfy changes to operational needs during the life of this Agreement.

15.4 Training and Development

Downer EDI Works is committed to the progressive training and development of its employees. Downer EDI Works will support the various initiatives and programs contained within this Agreement aimed at enhancing Downer EDI Works capability through its employees. Downer EDI Works is committed to employee training and development during the term of this Agreement in accordance with the individual's training plan. Downer EDI Works will also attain structured traineeships and the attainment of nationally recognised qualifications for their employees.

15.5 Competency Development and Progression

Downer EDI Works and employees have shared responsibility for competency achievement.

Downer EDI Works is committed to providing genuine opportunities for employees to acquire competencies in accordance with the principles set out above.

The combination of competencies required in different work locations will vary in accordance with the operational needs of that location. The competency structures, with their range of core and elective competencies, entitle employees to progress within automatic progression level as per the classification structure, provided that the employee is willing to participate actively in competency attainment and successfully meets all competency assessment requirements. Progression beyond automatic progression level as per the classification structure, in each stream will be by appointment.

The process for progression through the classification structure includes:

- (a) a workforce training plan will be developed by Downer EDI Works which specifies the combination of competencies for each employee.
- (b) employees will consult with Downer EDI Works on their own training plan, outlining competency requirements to be obtained.
- (c) based on this training plan, each employee will be provided with a schedule outlining his/her own training plan.

15.6 Competency Assessment and Progression

The Downer EDI Works classification structure and salary system is based upon competencies acquired in line with Downer EDI Works competency structures and employee training plans. Competence is defined as the consistent application of skills and knowledge to National Competency standards across the full range of conditions.

The Competency Assessment System applies the principles of Recognition of Current Competencies (RCC). RCC gives formal recognition of an employee's relevant qualifications, knowledge, skills and on job performance.

A process of evaluating a new employee's currently held competencies against Downer competency requirements will be applied at the time of selection. This will help to determine the relevant classification level at which the employee will be appointed.

Employees of Downer at the time of commencement of this Agreement (if not already done so), will be required to participate in a Competency Assessment Program (CAP). This process will involve a Registered Training Organisation (RTO) and will be consistent with the requirements of the relevant Skills Councils. This initial assessment will determine the appropriate classification level as shown in appendix 1 - Classification Streams, for each employee. The translation to the structure shown in appendix 1 - Classification Streams, based on this initial assessment will be effective from the 1st January 2013. Where an

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employee's translation level is less than their substantive pay level, they will retain this pay level on salary maintenance.

As part of the initial assessment a competency development plan will be developed for each employee specifying required competencies to be achieved to support career development and progression and the attainment of Downer EDI Works training objectives. Downer EDI Works acknowledges that no employee will have their substantive pay reduced as a result of translation to the competency pay structure. Downer EDI Works will translate employees who have acted in a higher grade long-term as per clause 15.9 (d).

The competency development plan will include all required 'gap' competencies at or below an employee's pay level, along with any competencies agreed between an employee and their manager, consistent with their individual training plan. An employee will be required to complete the 'gap' competencies at and below their pay level before any further progression can occur.

Each individual employee can request assessment or reassessment of each unit of competence as they feel they have reached the standards.

Downer EDI Works will ensure that an employee will be assessed within 6 weeks of completing an interim application for competency assessment. Under this process the employee will receive an applicable salary/wage increase on and from the date of assessment, where the assessment is the final requirement for a reclassification. Should any situation arise where an employee is not assessed within 6 weeks then any applicable salary/wage increase will be made retrospective to 6 weeks after the employee having completed such application and having been duly assessed as competent.

Employees will be re-assessed according to the competency standards and consistent with rail safety accreditation and other legislative and regulatory requirements.

Employees' performance against national competency standards will be periodically reviewed, consistent with Downer EDI Works employee performance and development program.

Downer EDI Works will assist its employees to attain nationally recognised qualifications.

15.7 Training

It is agreed that:

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- (a) individual training plans for employees who have completed a competency assessment will be completed within two (2) months of all employees being assessed.
- (b) competency gaps identified in the initial assessment will be addressed within two (2) years of the initial assessment.

15.8 *Classification, Training and Disputes Committee*

A Classification Training and Disputes Committee will be established in relation to employees covered by competency based classification structures.

The purpose of the Committee is to:

- (a) be the forum for consultation with relevant unions in relation to issues concerning training plans, assessments, and classification progression for employees competency based classification structures or national AQF competency changes.
- (b) review such issues.
- (c) make recommendations to the Downer EDI Works HR Manager in relation to disputes concerning training plans, assessments and classifications.

The committee will support the objectives of the competency system as set out in this agreement.

The committee will include representatives from Downer EDI Works and Unions and will meet annually and on a needs basis by mutual agreement.

15.9 *High Grade Arrangements*

- (a) An employee who is requested to work at a level which attracts a higher rate of pay than his/her ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.
- (b) Where the work is for a period of two (2) hours or more, the payment shall be for a minimum of eight (8) hours.
- (c) An employee may be placed on the allocation of work on either a higher or lower grade or level to an employee where circumstances require; provided that the Company is satisfied the employee is capable, trained or qualified to perform the work allocated.

- (d) When an employee has acted in a higher classified position for a period, or periods, of six (6) months or longer (in any continuous twelve (12) month period), the employee shall receive a personal classification to the higher level position. This shall only apply where the higher position is vacant with no permanently appointed incumbent.

15.10 Transitional Leading Hand Arrangements

- (a) A leading hand is defined as an employee appointed by Downer to manage a workgroup in excess of 2 people.
- (b) Current employees at the commencement of this agreement appointed by Downer as a leading hand who are currently classified below level 7 will be reclassified as level 7 or above.
- (c) Current leading hands at the commencement of this agreement will be given the opportunity to undertake training in accordance with the Competency Development Plan to obtain Level 8. This training will commence within 8 weeks of an employee request to HR. Upon successful attainment of Level 8 competencies, leading hands will progress to Level 8 automatically.
- (d) Employees requested to act as a leading hand will receive an acting higher duties classification of level 7 or above, in accordance with Clause 15.9.

16 Apprentices / Trainees

16.1 General

- (a) Apprentices/Trainees, both junior and adult, shall be trained for qualification in accordance with an accredited training course prescribed by a relevant training organisation engaged by the Company for the purpose. The provision of tools will be in accordance with clause 47.
- (b) A suitable document describing the terms of the arrangement shall be provided to the Apprentice/Trainee.
- (c) Apprentices/Trainees shall not be required to work overtime unless over eighteen (18) years of age.

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16.2 Apprentice/Trainee Rate Of Pay

Apprentices/Trainees shall be paid the following percentages of the ordinary base rate of pay of the Level 6 classification in: Appendix 1.

Year	Rate Junior Apprentices	Rate Adult Apprentices (21 years & older at start of apprenticeship)
First	65%	75%
Second	75%	80%
Third	85%	85%
Fourth	95%	95%

16.3 Adult Apprentices

- (a) An adult employee whose employment is subject to this Agreement may be offered the opportunity of undertaking an Apprenticeship/Traineeship. If such an employee agrees to become an Apprentice/Trainee, that employee shall have their base rate of pay maintained at their rate of pay which applied to them prior to that employee commencing their apprenticeship (Maintained Rate of Pay). For the avoidance of doubt:
- (i) any allowances applicable to the employee will be paid at the relevant rate applicable to apprentices/trainees; and
 - (ii) the Maintained Rate of Pay will increase in accordance with clause 14.
- (b) Once the Maintained Rate of Pay of an employee is equal to or less than the applicable Apprentice/Trainee rate, the employee will be paid at the applicable Apprentice/Trainee rate.

17 Allowances

17.1 Electrical Licence Allowance

Payment of an 'A Class' Electrical License allowance will be made to all qualified electrical tradespersons who hold a current licence and who could

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be required to use that qualification in the day-to-day performance of their duties. This allowance shall be paid at the rate of \$29.95 for each week worked. This allowance will increase in accordance with the table in Appendix 1.

17.2 *Trailer Towing Allowance*

An allowance of \$4.53 per day is payable to an employee in respect of each week that employee is driving a vehicle which is towing a trailer. This applies to appropriately qualified employees in Grades 1, 2, 3, and 4 only. This allowance will increase in accordance with the table in Appendix 1.

17.3 *Truck Driver Allowance*

An allowance of \$12 per day is payable to an employee in respect of each day that employee is driving a truck that requires a LR, MR or HR licence or larger. This applies to appropriately qualified employees in Grades 1, 2, 3, and 4 only.

A maximum of one employee per truck per day may claim this allowance.

This allowance will increase in accordance with the table in Appendix 1.

17.4 *Meal Allowance*

- (a) An employee is entitled to a meal allowance of \$17.50 on each occasion that the employee is entitled to a rest break in accordance with clause 31.4. This allowance will increase in accordance with the table in Appendix 1.
- (b) If an employee has provided a meal on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus, in accordance with the rates in clause 17.4(a).
- (c) An employee that is called back to work and performs work at any time within the spread of hours for their normal meal times in the table below, will be entitled to a meal allowance according to the relevant meal as follows:

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Meal Interrupted	Meal Time	Allowance \$
Breakfast	0600 - 0900	17.50
Lunch	1130 - 1430	17.50
Dinner	1730 – 2030	20.00

This allowance will increase in accordance with the table in Appendix 1.

17.5 On Call Allowance

An employee who is requested and agrees to be rostered and is rostered by the Company to be on call to answer call outs will be paid an allowance of \$25 per rostered shift and \$50 for a non rostered shift. To be paid the on call allowance, the employee must be ready, willing and available to be contactable and attend a callout during the period they are required to be on call. If an employee is rostered to be on call and for genuine reasons is no longer available to be rostered they must contact their supervisor as soon as they become unavailable.

An employee that is on call and attends a call out as requested will be paid the call back payments described in subclause 31.3 in addition to the On Call Allowance.

All employees are expected to be contactable so they can be requested to attend a call out regardless of whether they are on an On Call Roster or not.

18 Construction Allowances

18.1 Site Allowance

- (a) The undermentioned rates apply to employees of the Company who from time to time may be required to perform duties on a specific rail and/or tram project related construction site nationally for the time they are engaged in activities (non-maintenance) supporting the work being undertaken on the defined site.

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- (b) Site allowance will be paid for "Construction Works" only. "Maintenance Upgrade Works" are considered general railway activities and will not attract any specific project allowance. Furthermore, site allowances will not be claimed on any project where the project value is below \$2.6m.

Project Value \$m	Site Allowance \$Per Hour
2.6 – 6.8	2.05
6.8 – 16.7	2.25
16.7 – 33.7	2.50
33.7 – 67.3	2.95
67.3 – 134.7	3.50
134.7 – 201.9	3.60
201.9 – 269.1	3.75
269.1 – 403.8	3.85

- (c) For Projects above \$403.8 million, there shall be an increment of 10 cents per additional \$100m or part thereof.
- (d) The rates shall be reviewed no later than one year of the commencement of the agreement and thereafter for each subsequent year of the agreement taking into account movements in the CPI.

18.2 Conditions Compensation (applies to work conducted in Victoria only)

- (a) This clause applies for the time that an employee is performing work on sites where the work being carried out is for external clients and the work being undertaken by an employee meets one of the following criteria:
- (i) Work is undertaken within the defined site, or
 - (ii) Electrical isolations are being provided in the field adjacent to and for the site, or
 - (iii) Repair of damages caused by the activities of the site;

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- (b) To compensate for additional rostered days off and fares and travelling allowance that apply to the construction industry, an employee shall be paid an allowance of \$3.86 per hour for a maximum of eight (8) hours per shift.

This allowance will increase in accordance with the table in Appendix 1.

18.3 Construction Site Minimum Wage (applies to work conducted in Victoria only)

- (a) The minimum hourly rate of pay for a Company employee engaged on a construction site in Victoria (as defined) shall be in accordance with the following table.

The values for 2015 & 2016 to be confirmed, plus will there be 2 trade rates

Trade, Salaried And Professional Positions (Signals)				
1/1/13	1/10/13	1/10/14	1/10/15	1/10/16
\$47.99	\$50.42	\$52.97	\$55.62	\$58.34

Other Trade				
1/1/13	1/10/13	1/10/14	1/10/15	1/10/16
\$41.76	\$43.87	\$46.09	\$48.39	\$50.81

Non Trade				
1/1/13	1/10/13	1/10/14	1/10/15	1/10/16
\$30.94	\$34.12	\$37.18	\$39.04	\$40.99

- (b) Gangers, Special Gangers, Mechanical Fitters and those that hold a Certificate III or higher shall be treated as trade for this clause only.

18.4 Additional Construction Conditions (applies to work conducted in Victoria only)

- (a) Inclement weather shall mean the existence of rain and or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail. High temperature for the purposes of this clause shall be deemed to be 35°C or higher. (NB: this clause only applies to employees engaged on recognised construction activities on designated construction sites)

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and will not necessarily have application to other facets of the companies activities.)

- (b) During a period of inclement weather employees may be required to complete their assigned work and for such work shall be paid at the rate of single time in addition to their rate at the time of the inclement weather calculated to the next hour, and in the case of wet weather has clearly ended the employees shall resume work at normal rates and the time shall be similarly agreed and noted.
- (c) Where it is necessary an employee shall work during periods of inclement weather to enable the rail network to remain safe whilst mobile plant or employees of the company or contractors employees are restoring the rail network to normal operating conditions.
- (d) Except as provided in clause (c) above, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this clause an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- (e) All shift work shall be paid at the rate of double time for all hours worked.
- (f) Generally an employee will not undertake construction activities on a construction site when the site is closed to observe RDOs, PDOs, lock down weekends and public holidays, provided however that due to the limited opportunity to gain occupations and access to infrastructure exemptions may be granted between the Company and the relevant representatives on a case by case basis.
- (g) An employee who is in receipt of workers' compensation payments as a result of an injury occurring on a construction project, shall also receive payment from the company of an amount equal to the difference between the workers compensation payment and the employee's ordinary base rate of pay at the time of the injury for a maximum period of one hundred and four (104) weeks.

18.5 Projects Outside of Victoria

New projects outside of Victoria will be identified and site conditions applying to projects performed outside of Victoria will be determined through consultation on a case by case basis.

19 Tramway Renewal Allowance

A tramways allowance will be paid to compensate employees for all conditions, disabilities and particular requirements associated with working on tramways renewals including but not limited to special safety issues and working in close proximity to pedestrians, tram users and road traffic, travelling to and from work, and labour market factors.

The tramways allowance will be \$45.30 per day or part day worked on tramways as a flat payment. This allowance will increase in accordance with the table in Appendix 1.

20 Superannuation

20.1 Contributions

- (a) The subject of superannuation contributions is dealt with by legislation including the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) An employee can choose to have their superannuation contributions made to any fund that complies with the relevant legislation. If an employee does not choose another fund, the default funds will be Australian Super, C+BUS, and ESSS.
- (c) Contributions shall be calculated in accordance with the requirements of the relevant legislation and Australian Taxation Office rulings applying from time to time. Contributions shall continue while an employees is on authorised paid leave, however, contributions shall not be made in respect of any period of unpaid leave or unauthorised absence.
- (d) In the event of an eligible employee's absence from work being due to work-related injury or work-related illness, contributions at the normal rate shall continue for the period of the absence provided that:
 - (i) the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provision of this Agreement and;

- (ii) the person remains an employee of the Company

20.2 *Victorian State Superannuation Funds*

An employee, previously employed by the PTC (and/or the successor corporations to the PTC), and who has remained a member of one of the various Victorian state superannuation funds shall continue to receive the prescribed employer contributions (to the fund on his/her behalf), and he/she is obliged to make employee contributions, at the percentage rates prescribed by those funds.

20.3 *Salary Sacrifice For Superannuation*

- (a) Employee may elect to salary sacrifice into an approved superannuation fund, subject to the prevailing laws and fund rules.
- (b) The annual salary of the employee (prior to packaging or salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.
- (c) An employee may enter into a salary packaging arrangement with regard to the State Government defined benefits superannuation schemes providing that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

21 Travelling

21.1 *Travel To And From A Temporary Location:*

All travelling time, including intervening journeys, where an employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at single time, except that on a Sunday and a public holiday when it will be paid at time and a half.

It is acknowledged, however, that there will be circumstances where, due to the amount of travelling time involved, the Company will include travel time as rostered time.

Travel time will be included within the rostered work hours, except as where otherwise agreed in accordance with clause 27.2(h).

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21.2 Excess Travel Time:

- (a) Employees who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less travelling time that would have been incurred to enable the same shift to be undertaken at the home depot.
- (b) Travel time will be paid at single time except, on Sundays and Public Holidays when the rate will be time and one half.
- (c) This clause shall not apply to employees who are in receipt of the Living Away from Home Allowances/expenses.

21.3 Driving Company Vehicles:

An employee will be paid the appropriate overtime rate for the actual time they drive a Company vehicle outside of their ordinary hours of work if they are:

- required by the Company to drive the vehicle; and
- required to use the vehicle to transport people, goods, parts or equipment, or required to relocate the vehicle; and
- the travel is not for personal requirements.

21.4 Driving Private Vehicles:

If an employee is required to use their own vehicle for work purposes they will be paid:

- a vehicle allowance. The allowance will be the same as the Australian Taxation Office formula issued from time to time for claiming a deduction for car expenses using the cents per kilometre method. The Company is not liable for any fines, operating or repair costs for a private vehicle; and
- any travel time payment they would be entitled to.

This payment shall be made on the production of satisfactory evidence in the form of a log book or other substantive document and would normally be authorised in advance by the Employee's supervisor.

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If an employee chooses to not use Company provided transport and uses their own vehicle instead, they will only be entitled to either the vehicle allowance or the travel time but not both.

The reimbursement rates at the start of the Agreement are:

Engine capacity		Cents per kilometre
Ordinary car	Rotary engine car	Nominal Rate or as otherwise published by the ATO
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	63 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	74 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	75 cents

21.5 Reimbursement Of Expenses:

An employee who is required to work away from their normal or temporary depot, or is required to move from one work location to another, will be reimbursed for any reasonable expense incurred. To claim the reimbursement the employee must supply a tax invoice, or other suitable evidence, to the Company as proof of payment.

21.6 Relocation Assistance:

The Company will provide an employee with relocation assistance if the Company requires an employee to transfer to another of its operations and the Company and the employee agree that this relocation will necessitate the employee also relocating their normal place of residence.

This relocation assistance will be the reimbursement of reasonable expenses actually incurred by the employee relocating themselves, their immediate family and their household and personal effects.

22 Accommodation And Meals

- (a) Employees who are required to undertake work temporarily at a location more than 100km away from their home depot and/or residence, which does not permit them to return to their home depot, and/or residence daily and incur the expense of overnight accommodation, will be paid expenses, based on reasonable and necessary costs incurred, at \$174.00 per day. This figure will increase in accordance with Appendix 1. The Company can agree with an employee to vary this condition to take account of the particular circumstances applying to the employee and the work on which they are employed, such as fatigue and zero harm considerations.
- (b) Where an employee incurs reasonable and actual expenses, on a daily basis, supported by actual receipts, in excess of the above amounts, they will be reimbursed by the Company. Accommodation to a three (3) star standard as accredited by the relevant state or territory automobile club such as the NRMA or RACV will be considered reasonable for the purposes of reimbursement. Where reimbursement of actual expense occurs, it will be in substitution for any and all of the above payments.

<i>Item</i>	<i>Cost</i>
Accommodation	\$92.00
Breakfast	\$24.00
Lunch	\$19.00
Dinner	\$39.00
Total	\$174.00

This allowance will increase in accordance with the table in Appendix 1.

- (c) In remote areas (Western Australia & Northern Territory only), Downer may supply, in agreement with the majority of employees, accommodation and meals while living away from home. In these circumstances, an allowance of \$35.00 per day will be paid per day in respect of each night the employee is required to spend at such accommodation.

An employee will not be entitled to other allowances under clause 22(a) or 22(b) when working at location that is subject to clause 22(c).

The parties agree to review this clause in 6 months.

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This allowance will increase in accordance with the table in Appendix 1.

- (d) The allowance for breakfast, lunch, tea or accommodation as the case may be, provided in clause 22(b) shall not be paid to employees unless they commence travelling from their headquarters earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder.

<i>Meal</i>	<i>If Departure Before</i>	<i>If Return After</i>
Breakfast	0700 hours	0800 hours
Lunch	1230 hours	1330 hours
Dinner	1800 hours	1900 hours

23 Accident Pay

- (a) An employee, who is in receipt of workers' compensation payments, shall also receive payment from the Company of an amount equal to the difference between the workers' compensation payment and the employee's ordinary base rate of pay (as defined by the relevant state legislation) at the time of the injury for a maximum period of fifty-two (52) weeks.
- (b) An employee on engagement shall be required to declare all workers' compensation claims made by them and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay.
- (c) Accident pay shall not be paid where any period of other paid leave of absence has been granted.
- (d) In the case of an employee rostered off on a programmed leisure day/extra day off which falls in a period when they are receiving workers compensation, they are not entitled to an alternative programmed leisure day/extra day off at a later stage.
- (e) The employer shall not dismiss any employee by reason only of them being in receipt of accident pay.

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- (f) An employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would have continued to so act.
- (g) An employee who has submitted a claim for workers' compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of their claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited.

24 Travel Passes

- (a) This clause only applies to employees that have an entitlement to travel passes at the time of making the Agreement. It does not apply to employees that do not have an entitlement at that time or to new employees.
- (b) The Company will provide the following to all qualifying employees for the duration of their employment:

- (i) Employee Free Travel Authority;

- (A) First class rail pass for use by the employee, spouse and eligible dependents whilst the employee is on annual and/or long service leave;

The above are only for use in Victoria.

- (B) An Interstate Rail Pass will be available for periods of five (5) days or more of annual leave to employees who transferred from the Public Transport Corporation on 29 August 1999, under transmission of business;

- (ii) On retirement:

- (A) Intrastate Pass

Employees are eligible for an intrastate pass, available for self, spouse and eligible dependents, for the period of the accrued annual leave, accrued public holidays, accrued 38 hour credits and long service leave due paid in lieu.

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(B) Separate Passes

A retiring employee may be issued at their request separate intrastate passes for self and spouse subject to the employee nominating on which pass (self or spouse) the dependent children (if any) are to be included.

(C) Interstate Free Travel Vouchers

Employees are eligible for an interstate free travel voucher for self, spouse and eligible dependents for the period representing accrued annual leave, accrued public holidays, accrued 38 hour credits and an additional separate free travel voucher representing accrued long service leave subject to certain conditions.

(D) Deferment of Passes/ Interstate Travel Vouchers Due to Ill Health

On production of a medical certificate stating that the employee is/was unable to use their intrastate pass/interstate free travel voucher due to ill health, entitlements may be deferred up to six months.

(E) Resignation

Employees who resign are not eligible for retirement passes or interstate free travel vouchers except as may be provided for in redundancy/separation policies or those who have attained the age of 54 years and 11 months and are members of the Government defined benefits scheme. However employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for an after retirement pass.

(F) After Retirement - Entitlement

A retired employee and/or eligible dependents will be entitled to a Retired Employee Free Travel Authority (R.E.T.A.) and intersystem travel concession subject to certain conditions provided the employee completed a minimum of 20 years total continuous employment within the rail industry prior to retirement account of age or ill health or on death. The R.E.T.A. has the same travel availability as an interstate pass.

Employees who resign are not eligible for after retirement travel and other concessions except as may be provided for in

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Redundancy/Separation policies. However, employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for after retirement entitlements.

- (iii) An employee that is entitled to travel passes may cash out their entitlement as follows:
 - (A) The employee must request the cashing out in writing by 01 July 2013. The ability to cash out the travel pass entitlement expires after that date.
 - (B) The payment to the employee will depend on whether they are entitled to a country or Metropolitan travel pass. The gross values are:
 - (1) Metro \$3,500.00
 - (2) Country \$1,500.00
 - (C) Cashing out the travel pass entitlement permanently extinguishes an employee's right to all travel passes described in (b)(i). Cashing out a travel pass entitlement according to this clause may not affect an employee's entitlement to retirement travel passes. Employees should obtain advice from the Central Pass Office regarding the impact it will have on their retirement entitlement.

25 Payment Of Earnings

25.1 Rates of Pay

The hourly/weekly rates as specified reflect the Total Rate, that is, the actual rate payable for all purposes for individual classification levels as shown in clause 15.1.

25.2 Method Of Payments

All periodic payments payable pursuant to this Agreement, shall be paid fortnightly by electronic transfer of funds into an account nominated by the employee with a bank, building society or credit union or other appropriate financial institution.

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25.3 *Time Of Payment*

- (a) Wages shall be paid fortnightly. The pay period shall extend between 0001 hours Sunday to 2400 hours Saturday of each pay period.
- (b) In any week on which a holiday falls on a pay day, wages shall be paid on the preceding business day.
- (c) If an employee is employed to work specifically on tramways work they may choose to be paid on a weekly basis instead of fortnightly. This choice must be recorded in writing.
- (d) The weekly pay option is not available to employees that are not specifically employed to work on tramways such as those normally employed on rail work and are deployed on tramways work for any period of time.
- (e) An employee that is at first employed to perform tramways work is later redeployed to work mainly on non tramways work must move to the normal fortnightly pay period after an appropriate transition period.

25.4 *Pay On Termination*

- (a) Upon termination of employment, all monies due to an employee shall where practicable be paid by electronic transfer of funds on the day of such termination or the next business day.
- (b) To the extent permitted by law, the Company is authorised to deduct from any termination payment to be made to an employee any monies owing to the Company by the employee (for example, for cash advances, lack of due notice or damage to the Company's property).

25.5 *Working Particulars*

- (a) Particulars of details of payment to each employee shall be included on the pay advice slip handed to the employee on the nominated day of payment or depending on work location on the first available day.
 - (i) The Company name
 - (ii) The name of the employee;
 - (iii) The employee's classification under this Agreement;

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- (iv) Date of payment;
- (v) Period covered by such payment;
- (vi) The employee's ordinary hourly rate;
- (vii) The amount of wages paid for work at ordinary rates;
- (viii) The number of hours paid at overtime rates and the amount paid therefore;
- (ix) The number of hours paid at any other penalty rate or loading and the amount paid therefore;
- (x) The gross amount of wages and allowances paid;
- (xi) The amounts of each deduction made and the nature thereof
- (xii) In relation to superannuation contributions:
- (xiii) The amount of each contribution made for the benefit of the employee during the period to which the pay slip relates; and
- (xiv) The name of any fund to which that contribution was made;
- (xv) Net amount of wages and allowances paid;
- (xvi) Any annual holiday payments & leave loading; and
- (xvii) Any other information which the Company is required to provide as part of the pay advice slip pursuant to the Act and the *Fair Work Regulations 2009* (Cth).
- (xviii) Leisure Days
- (xix) Payroll Deductions
- (xx) Separate out Roster Worker Annual Leave Accrual

Downer will send out a quarterly letter while working towards achieving objective (xx) above outlining leave accrued in accordance with clause 34(h).

An employee may nominate accounts into which payments on the employees' behalf may be deposited.

26 Salary Sacrificing

- (a) Employees may salary sacrifice their salaries in any legal form, consistent with the Company's salary sacrificing policies as applicable from time to time, provided that there is no additional employment cost to the Company.
- (b) For employees seeking individual advice, the cost of any individuals sacrificing advice from taxation or financial advisers, costs of any fringe benefits tax payable and costs for setting up any individual arrangements will be borne by the employee.
- (c) The annual salary of the employee (prior to salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.
- (d) An employee may enter into a salary sacrificing arrangement with regard to the State Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

27 Hours of Work

27.1 Ordinary Hours

- (a) The ordinary hours of work for full-time employees are 38 hours per week except for Rostered Worker employees, which are 152 hours over 28 days, unless specified otherwise in this Agreement.
- (b) The span of ordinary hours is from 0600 to 1800 Monday to Friday, except for designated shift work and Rostered Work. The ordinary hours of work specified in this Agreement may be varied by mutual agreement between the Company and the majority of its employees.
- (c) The typical work patterns include:
 - 0730 – 1600 each day Monday to Friday

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- 0600 – 1430 each day Monday to Friday
 - 0930 – 1800 each day Monday to Friday
 - 0700 – 1730 each day Monday to Thursday
 - 0700 – 1730 each day Tuesday to Friday
- (d) There will be a minimum break between ordinary shifts of 10 hours, except in unavoidable circumstances.
- (e) The provisions specified in paragraphs (a), (b) and (c) above may be varied by mutual agreement between the Company and the majority of its employees affected by the variation.
- (f) The ordinary hours of work shall be arranged so as to permit the taking of an extra/rostered day off which shall operate on the following basis:
- (i) Fixing one week day on which employees at a location will be rostered off for an RDO during a 4 week cycle over 28 consecutive days.
 - (ii) Rostering each employee off on one week day of a 4 week cycle over 28 consecutive days. However, by agreement RDOs can be taken at other times or accrued due to operational requirements.
 - (iii) An employee can accrue up to five RDOs at any one time, after which the Company may require the employee to utilise the RDOs in excess of five.
 - (iv) An employee may elect to cash out their accrued RDOs at any time. RDOs that are cashed out will be included in the employee's next available pay.
- (g) The parties acknowledge the variations in business requirements for rostered work across the Employer's business units. These variations need to be addressed through local level consultation and agreement which addresses business requirements while ensuring compliance with the rostering principles contained in this Agreement.

27.2 Rostered Worker Arrangements

- (a) The ordinary hours of work for full-time employees are 38 hours per week, 152 hours over 28 days.

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- (b) A rostered worker is an employee who has mutual agreement with the employer to be rostered.
- (c) A rostered worker will be given a minimum of 14 days' notice of the roster for the following pay period's planned works where practicable and within the Company's control.

(d) Rostering Parameters

The 'default' rostering parameters are outlined below:

- (i) Maximum number of Shifts less than 8 hours but not less than 6 hours - 2 in a 28 day period.
 - (ii) Employees will not be rostered for more than 2 weekends, consisting of a Saturday and a Sunday, or a Saturday only or a Sunday only, in a 28-day period.
 - (iii)
 - (iv) Maximum number of night Shifts and/or afternoon Shifts - one (1) week of nights or 2 weeks of afternoons, or one (1) week of each in a 28 day period.
- (e) It is recognised, however, that these 'default' parameters are intended to apply to work groups where local level consultation and/or custom and practice has not developed business specific rostering arrangements.
- (f) Where agreement cannot be reached about a particular roster the following guidelines will apply:
- (i) Maximum shift length – 10 hours (12 hours including travel time to/from residence).
 - (ii) Minimum break between shifts – 10 hours.
 - (iii) Maximum number of shifts – 10 in 14 days.
 - (iv) Maximum number of shifts – 20 in 28 days.
 - (v) Maximum number of consecutive day shifts – 10.
 - (vi) Maximum number of consecutive night shifts – 5 x 8 hour, 4 x 10 hour.

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- (g) Typical work rosters include:
 - (i) 4 days x 10 hours starting any day of the week and includes either a Saturday and or Sunday
 - (ii) 5 days x 8 hours starting any day of the week and includes either a Saturday and or Sunday
 - (iii) 10 days on and 4 days off starting Tuesday and finishing Thursday (8 ordinary hours per day)
 - (iv) 8 days on 6 days off starting any day of the week (10 ordinary hour per day)
- (h) The parties acknowledge the variations in business requirements for rostered work across the Employer's business units. These variations need to be addressed through local level consultation and agreement which addresses business requirements and employee work-life balance, while ensuring compliance with the rostering principles contained in this Agreement, including rostering arrangements that allow travelling in rostered work hours.
- (i) The ordinary hours of work shall be arranged so as to permit the taking of an extra/rostered day off which shall operate on the following basis:
 - (i) Fixing one week day on which employees at a location will be rostered off for an RDO during a 4 week cycle over 28 consecutive days.
 - (ii) Rostering each employee off on one week day of a 4 week cycle over 28 consecutive days. However, by agreement RDOs can be taken at other times or accrued due to operational requirements.
 - (iii) An employee can accrue up to five RDOs at any one time, after which the Company may require the employee to utilise the RDOs in excess of five.
 - (iv) An employee may elect to cash out their accrued RDOs at any time. RDOs that are cashed out will be included in the employee's next available pay.

28 Shift Work

28.1 Shift Penalty

- (a) This clause applies if an employee is engaged on a series of morning, afternoon or night shifts, as defined in this Agreement regardless of whether they are engaged as a day worker, shift worker, continuous shift worker or rostered workers.
- (b) For all paid time on duty not subject to overtime penalty on days other than a Sunday, Saturday or public holiday, an employee shall be paid:
 - (i) 15% in addition to their ordinary rate for an early morning shift;
 - (ii) 20% in addition to their ordinary rate for an afternoon shift; and
 - (iii) 30% in addition to their ordinary rate for a night shift.
- (c) Where it is not reasonably possible to undertake a normal time shift during the transition from night to day shifts, the employee will be paid an 8 hour normal time shift and maintain continuance of shifts.

28.2 Five Successive Shifts

- (a) This clause only applies if the employee is engaged in a system of work which is being carried out on a regular scheduled basis outside ordinary hours of work.
- (b) Shift workers who work on any morning, afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for all ordinary time occurring during such shifts.
- (c) On completion of the fifth consecutive morning, afternoon or night's work the employee shall be deemed to have been employed on morning, afternoon or night shift as the case may be, during the preceding four morning, afternoons or nights, and thereafter during any subsequent consecutive morning, afternoon or nights the employee is so employed. The sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the employee was not rostered on a Saturday, Sunday or any Public Holiday.

29 Meal Breaks And Rest Periods

29.1 Meal Break

- (a) The arrangement of work for a shift shall be such that employees shall be allowed an unpaid, thirty (30) minute meal break, to be taken within the spread of the shift.
- (b) Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth (5th) hour, but shall not be taken so as to disrupt the continuity of the work group's operations.
- (c) Flexibility shall be exercised at all times and, when the nature of the work requires a "straight shift", a twenty (20) minute crib break shall be applied without deduction of pay.
- (d) The crib time shall also be organised to ensure continuity of the Company's operations.
- (e) The company agrees to pay a late meal penalty during unforeseen circumstances, whereby the employee is requested to work through their meal break by the supervisor. In such circumstances, the late meal penalty shall only be paid if it has been authorised by the supervisor. The penalty is time and a half after the 5th (fifth) hour, until the break is taken.

29.2 Rest Period

Employees will be entitled to a paid ten minute rest period between the commencement of work and the main meal break, at a time which shall coincide with other areas of operations. It is recognised that on occasions it may be necessary to defer the scheduled rest period for the purpose of completion of specific tasks. On these occasions the rest period will be observed as soon as possible after the original schedule time.

30 Saturday And Sunday Ordinary Time

30.1 Saturday Duty

Ordinary time on duty between midnight Friday and midnight Saturday shall be rostered for a minimum of 8 hours and paid at the rate of time and a half.

30.2 Sunday Duty

- (a) Time worked between midnight on Saturday and midnight on Sunday shall be paid at the rate of double time.
- (b) Sunday time shall stand alone and shall not be taken into consideration in the computation of overtime; including overtime on a fortnightly basis.
- (c) An employee is required to work on a Sunday, shall be paid a minimum of 8 hours at double time.

31 Overtime

31.1 Reasonable Overtime

- (a) Employees may be required to work reasonable overtime to suit the works programme and train running requirements. This overtime may be rostered or worked on a needs basis.
- (b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
 - (i) Any risk to Employee health and safety, e.g. Fatigue;
 - (ii) The needs of the Project and Employees; and
 - (iii) The notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse (e.g. Rostered overtime, particularly when the roster has been agreed in advance).
 - (iv) Employees personal circumstances

31.2 Payment For Overtime

- (a) For all employees working greater than or outside of their ordinary hours shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except as provided in this clause.
- (b) All overtime on a Saturday shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter.
- (c) All time worked on a Sunday shall be paid for at the rate of double time.

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- (d) An Employee required to work overtime on a non rostered day, Saturday or Sunday shall be afforded at least four (4) hours work or shall be paid for four (4) hours at the prescribed overtime rate.
- (e) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days or shifts;
- (f) An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
- (g) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

31.3 *Call Back*

- (a) A call out is a task that an employee is requested to undertake outside of his or her normal working hours, ie. after they have left work or before they start work on any day they have worked a normal shift, or at any time on a day that is not a normal work day. If an employee has a company supplied phone, they are required to respond to the call as soon as possible.
- (b) Call outs are paid on the basis of a minimum number of hours, even if the call out takes less than the minimum time. The following describes the general rules for calculating your pay attending a call out.
- (c) The minimum period for a call out on any day, except Sunday's (refer clause 31.3(i)), is 4 hours. The first 2 hours are paid at time and a half and the remainder is at double time. The minimum payment for these call outs is therefore the equivalent of 7 hours at ordinary time. If the call out extend beyond 4 hours, the additional time is paid at double time.
- (d) If an employee is called out more than once between normal shifts, the following rules apply.

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- (i) If the starting times of the call outs are separated by more than 4 hours, each event is treated separately and the minimum rates apply, ie. each call out attracts a minimum of 7 hours at ordinary time.
 - (ii) If the starting time of the call outs are separated by less than 4 hours but their combined duration is more than 4 hours, the call outs are treated as a single extended event, ie. the first 2 hours is paid at time and a half and the remainder is paid at double time.
 - (iii) If the starting times of the call outs are separated by less than 4 hours, the call outs are treated as a single call out attracting a minimum of 7 hours at ordinary time, ie. the second call out is already covered by the 4 hours paid for the first call out.
- (e) Unless specifically instructed to do otherwise, an employee is not required to report for duty after any call out when they have not had a 10 hour break since finishing their last shift, or will not get a 10 hour break after that call out, before commencing their next rostered shift.
- (f) An employee that is not required to work their ordinary hours of work due to having a 10 hour break will be paid at their ordinary rate of pay as passive time.
- (g) If an employee is instructed to commence work without having a 10 hour break as described in paragraph (e) the full shift the next day is paid at double time. It is Company policy to ensure that a 10 hour break is taken before work again and then paying the full 8 hours at ordinary time for the next shift regardless of any lesser period that is actually worked.
- (h) An employee that attends a call out within 2 hours of the start of their rostered ordinary hours of work and has had a 10 hour break will be required to continue to work the remainder their ordinary hours. In this case the work prior to the employee's normal starting time will be considered, and paid as, a call out.
- (i) Call outs on a Sunday are paid a minimum of 4 hours at double time. If the call out crosses midnight (ie. Sunday into Monday), the period before midnight is paid at double time and the rules for normal call outs are applied to the balance of the call out period.

For example:

If called out at 2230 hours Sunday and worked through to 0330 hours Monday are paid:

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- 1.5 hours at double time plus 0.5 hours at time and a half plus 3 hours at double time.
 - Total = 9.75 hours at ordinary time.
- (i) Call out on a public holiday = minimum 4 hours payment at double time and a half.

31.4 Crib Time

- (a) Subject to this clause 31.4, if an employee is required to work more than two hours of overtime, the employee may take a crib of 20 minutes paid at ordinary rates (first crib). The following terms apply to the first crib:
- (i) the Company may require that the first crib to be taken after the commencement of overtime if work is required to commence immediately; and
 - (ii) if a day worker is entitled to a first crib between 10am and 1pm when they are performing work on a Saturday or a rostered day off, the first crib will be paid at ordinary rates of pay.
- (b) During the performance of overtime which is on a rostered shift, an employee is allowed a crib of 20 minutes without deduction of pay after each four hours of overtime worked subsequent to the employee's last crib (subsequent crib). A subsequent crib will only be permitted if the employee is required to work after that particular crib.
- (c) Any crib under this clause 31.4, may be extended by agreement between the employee and the Company, however, the Company shall not be required to make any payments in respect of any time allowed in excess of 20 minutes.

32 Daylight Saving

When the time observed in an employee's work location is adjusted for daylight savings during a time that the employee is attending for work they will be paid for the actual time they work.

33 Public Holidays

- (a) The days that are considered to be a public holiday are:
- (i) 1 January (New Year's Day);
 - (ii) January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Saturday
 - (v) Easter Monday;
 - (vi) April (Anzac Day);
 - (vii) Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (viii) December (Christmas Day);
 - (ix) December (Boxing Day);
 - (x) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday. In Victoria, Melbourne Cup Day is considered a public holiday throughout the whole of that state and local cup or show days do not apply.
- (b) Normally a public holiday will be observed on the day that it falls in the location where the employee is working. A public holiday can be observed on a different day if:
- (i) The public holiday falls on a Saturday or Sunday. In this case the public holiday will be observed on the next working day that is not also a public holiday; or
 - (ii) An employee or group of employee agrees with the Company to change the day; or

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- (iii) The Company requires it when an employee is working in a different state or territory than they normally reside and the change is needed due to operational requirements.
- (c) If the day on which a public holiday is observed is changed, then only the substituted day is considered as the public holiday. No public holiday is to be observed on more than one day by an employee.
- (d) If an employee is not required to work on a public holiday they will be paid their ordinary wages for that day.
- (e) If an employee is required to work on a public holiday they will be paid a total of double time and a half for all time worked on that day. Public holiday payments are not subject to any other loadings or penalties.

34 Annual Leave

- (a) Employees, other than shift workers, are entitled to 20 working days' annual leave in respect of each year of service. Continuous shift workers and rostered workers, where it applies, are entitled to 25 working days' annual leave in respect of each year of service.
- (b) Leave will accrue progressively through out each year of an employee's employment. Untaken annual leave will accrue from year to year.
- (c) Annual leave may be taken in separate periods as approved by the Company.
- (d) Where employees request that leave be allowed in one continuous period such request may be considered and will not be unreasonably refused.
- (e) The Company may invite employees to volunteer to take leave in quiet periods when there is little work.
- (f) Annual Leave loading of 17.5% for non shift workers and 20% for shift workers shall be paid calculated on the rate for the ordinary hours of work per week.
- (g) Annual leave loading is also paid upon termination of employment on accrued and unused annual leave.
- (h) Rostered Workers will attract additional annual leave up to a maximum of one (1) week for each calendar year which will accrue on the basis of

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working ten (10) rostered shifts (ordinary hours) in each 3 month period (ie: 1 Jan – 31 Mar) on which a Saturday, Sunday, public holiday, afternoon or night shift payment is incurred. This means an employee accrues 1.25 days' additional annual leave for each three month period working as a rostered worker.

- (i) Annual leave should be taken within 12 months' of the full annual entitlement falling due. However, the Company may require an employee to take leave to reduce their leave balance if it has become excessive. Total excessive annual leave is considered to be more than two years' accrual for an employee. Reasonable notice will be given to the employee if the Company requires annual leave to be taken.
- (j) If the Company wants to close down all or part of its business that an employee works in then it can require that employee take their accrued annual leave. Examples, but not all of the reasons, why this might happen include a lack of work and a seasonal close down. Reasonable notice will be given to an employee if the Company requires annual leave to be taken.
- (k) An employee's unused accrued annual leave will also be paid out when their employment terminates.
- (l) An employee can cash out some of their annual leave by agreement with the Company. A request to have annual leave cashed out must be in writing and is subject to the following requirements:
 - (i) An employee must leave a balance of at least four weeks after cashing out leave; and
 - (ii) When annual leave is cashed out it is paid at the same rate as if the employee were taking the annual leave at the time it is cashed out; and
 - (iii) The employee must have taken at least two weeks leave in the previous 12 months. For the purpose of this paragraph, leave includes annual leave, accrued rostered days off and leisure days.
 - (iv) The employee must also take leave at the time of the cash out arrangement, as per dot point three above, nominally greater than one week.

35 Personal/Carers Leave

- (a) Personal/carer's leave is:
 - (i) leave (sick leave) taken by an employee because of personal illness or injury of an employee; or
 - (ii) leave (carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (iii) a personal illness, or injury, of the member; or
 - (iv) an unexpected emergency affecting the member.
- (b) Employees are entitled to 15 days' personal/carer's leave in respect of each year of service. Leave will accrue pro rata, and will be credited progressively throughout each year. Untaken personal/carer's leave accrued under this clause 34 will accrue from year to year.
- (c) Payment for personal/carer's leave is subject to the notice and documentation requirements referred to in this clause 35.
- (d) Employees are required to notify their Supervisor or other nominated Company person of their inability to attend for work and the reason for that inability, as soon as is reasonably practicable.
- (e) Five single days sick leave without a certificate will be provided per calendar year and form part of the paid 15 days personal/carers' leave. In relation to sick leave taken in any other way, employees must provide documentary evidence as set out in section 107 of the Act in support of their claim for payment of sick leave.
- (f) Accrued personal/carers leave may be utilized by employees as carer's leave. Employees must advise the Company as to the general reason for taking that leave and shall notify their supervisor or other nominated Company person prior to taking such leave.
- (g) If an employee has used their entitlement to paid carer's leave under clause 96 of the Act, then they may take two days unpaid carer's leave in accordance with sections 102 and 103 of the Act.

36 Compassionate Leave

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

37 Parental Leave (Maternity/Paternity/Adoption Leave)

An employee may be entitled to paid and unpaid parental leave as follows:

37.1 Unpaid Parental Leave

An employee may be entitled to a maximum of 52 weeks' unpaid parental leave, including maternity, paternity and adoption leave, in accordance with the Act. An employee may request to extend the period of unpaid parental leave by an additional 52 weeks from the end of the initial 52 week period. The Company may refuse to grant a request for a parental leave extension due to reasonable business grounds.

37.2 Paid Parental Leave

(a) Paternity Leave

- (i) An employee who has completed twelve months service at the date of birth of a child and who makes a statutory declaration that he is the father of, or has accepted responsibility for the care of a child, may be granted paternity leave with pay for a period not exceeding one week, or for periods that in the aggregate do not exceed one week, provided that such leave shall commence not more than:-
 - (A) One week prior to the expected date of birth of the child, or
 - (B) five weeks after the birth of the child. (This means the leave should be, completed not later than six weeks after the birth).
- (ii) In cases of still birth, paid paternity leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.
- (iii) Employees may also apply to be granted unpaid paternity leave on the proviso that the employee will be the primary care giver for the child during the period concerned and that they will not be having time-off with a spouse or defacto spouse who is on maternity leave. The maximum period of leave granted both paid and unpaid paternity leave should not exceed 104 weeks.

(b) Maternity Leave

- (i) An employee who has completed twelve months service by the date of commencement of maternity leave is entitled to be granted maternity leave with pay for a total period of twelve weeks upon production of a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the date of the expected birth. Where an employee has been employed on a part time basis for all or portion of a continuous period of employment of twelve calendar months she is entitled to be granted on a proportionate basis.
- (ii) The employee should not be permitted to continue on duty beyond six weeks prior to the expected date of delivery (except as outlined in sub-clause (c) and where qualified by service, paid maternity

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leave for a maximum period of twelve weeks should commence from this date. Resumption of duty should not be permitted earlier than six weeks after the actual date of delivery.

- (iii) The employee may in some cases be given permission to continue to work in her current position during the six week period referred to in sub-clause (b). However, to do so she should before the period of "mandatory absence" is due to commence, furnish her supervisor with a certificate from a registered medical practitioner certifying that she will be fit for the full duties of her current position until a specified date prior to the confinement.
- (iv) In such cases the twelve week period of maternity leave will then be due to commence immediately after the date to which she has been allowed to continue on duty. Where permission is given for an employee to continue to perform duty and she is unexpectedly confined before the date up to which she had been given permission to remain on duty, the permission to remain on duty ceases to have effect and the required period of absence commences from the date of confinement.
- (v) Where the confinement occurs more than six weeks prior to the expected date of delivery the total period of twelve weeks should be counted from the actual date from which maternity leave is granted.
- (vi) Where the pregnancy of an employee terminates earlier than twenty weeks prior to the expected date of delivery there is no entitlement to paid maternity leave.
- (vii) Employees may be granted additional leave after the period of maternity leave has expired as a deduction from other leave credits and/or leave without pay.
- (viii) The maximum leave granted both paid and unpaid (including the period of maternity leave) should not exceed 104 weeks.
- (ix) Payment in respect of maternity leave should not be made in advance, but paid in accordance with normal arrangements for payment of salary.
- (x) For the purpose of this clause "confinement" shall mean the delivery of a child (alive or stillborn) or other termination of pregnancy that occurs not earlier than twenty weeks before the expected date of birth.

(c) Australian Government Paid Parental Leave Scheme

The Australian Government Paid Parental Leave scheme is for working parents of children born or adopted on or after 1 January 2011.

The scheme provides a maximum of 18 weeks' pay at the National Minimum Wage. This applies to eligible primary carers of newborn or adopted children. The payments are made by the Government to the employer, who then pays it to the employee.

(d) Dad and Partner Pay

From 1 January 2013, there will also be an entitlement to Dad and Partner Pay. This is up to 2 weeks at the National Minimum Wage for working dads or partners (including same-sex partners). These payments will be made by the Government directly into the employee's bank account once their claim has been finalised. Claims for Dad and Partner Pay can be made from 1 October 2012 for babies born or adopted on or after 1 January 2013.

38 Long Service Leave

- (a) An employee is entitled to 13 weeks long service leave with pay after the completion of 10 years continuous service.
- (b) Additional Long Service Leave will accrue after the initial 10 years at the rate of 1.3 weeks per completed year of service.
- (c) Pro rata long service leave may be available to an employee who has completed at least 7 years' continuous service with the Company as follows or as otherwise defined by relevant State legislation. An employee's Primary Residence will be used to determine the relevant State legislation.
 - (i) Accrued long service leave may be taken with the approval of the Company;
 - (ii) Payment in lieu of accrued, untaken, long service leave is made if an employee's employment is terminated in a lawful manner.
- (d) In cases where an employee retires on account of age or ill-health, sickness or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of 4 years completed continuous service and is computed on the basis of 1.3 weeks leave for each completed year of service.
- (e) On request from an employee, the whole or any part of due long service leave may be taken at half pay for a period equal to twice the whole or part of the period to which the employee is entitled.
- (f) For the purposes of sub clause 38(e), half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- (g) In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one month or more is to be excluded.

39 Jury Service

- (a) An employee required to attend for Jury Service during rostered hours shall notify their supervisor as soon as possible prior to the commencement of the service and indicate the expected duration of attendance for Jury Service.
- (b) If an employee is required to attend for Jury Service they shall receive their normal rostered ordinary time pay provided the employer receives proof of their attendance.

40 Blood Donor Leave

- (a) An employee shall receive leave with pay to attend a Blood Bank for the purposes of making a blood donation. This leave is subject to a maximum of four (4) hours payment at ordinary time rate for each occasion on which ordinary time pay is lost.
- (b) The employee shall provide the Company with reasonable notice in advance and a certificate of attendance at the Blood Bank.

41 Citizenship Ceremony Leave

- (a) An employee who is required to attend a ceremony for the purposes of receiving his/her Australian Citizenship Certificate shall receive leave with pay at ordinary time rate for any time on which ordinary time pay are lost.
- (b) The employee shall provide the Company with reasonable notice in advance and allow the Citizenship Certificate to be sighted for verification.

42 Leave For Emergency Volunteer Work

- (a) The Company recognises the importance of allowing employees to participate in activities such as fire fighting, flood relief or other emergency activity if they are a registered member of a volunteer organisation such as the State Emergency Service or local volunteer fire fighting organisation.

- (b) The Company may grant employees who belong to such organisations time off for the purpose of taking part in such emergency activity. Leave may be refused where the needs of the business make it impractical to release the employee, such as in situations where there is an absence of other personnel or where excessive overtime would have to be worked by other employees in the absence of the employee who applies to be released from duty.
- (c) Leave will not be granted to an employee who is requested to participate in such emergency activities outside the local area where he/she normally works, inter-State or outside Australia. In such circumstances the employee would be expected to apply for annual leave.
- (d) An employee who is released from normal duty to take part in such activity will be paid for their ordinary hours of work during the period they are engaged in that activity.
- (e) Employees requesting such leave will be required to provide a certificate of attendance from a recognised authority such as the Country Fire Authority or State Emergency Service. The certificate shall set out the nature and duration of the voluntary activities.

43 Leave Without Pay

Leave without pay may be granted at the expiration of employees' leave entitlements in accordance with Company's leave policies. Provisions of this clause do not apply to clauses 39, 40 and 41.

44 Workplace Health and Safety / OH&S Representatives Training

- (a) An employee elected as an Workplace Health and Safety Representative / OH&S Representative will be granted five days paid leave to undergo introductory training and appropriate leave for refresher training.
- (b) The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements.
- (c) Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency

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services should be undertaken as appropriate and at management's discretion as to timing.

- (d) Payment is not to be made for travelling time in addition to the leave granted.
- (e) Leave to attend courses is not to be debited against any leave.
- (f) Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- (g) Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc, as may be paid intermittently.
- (h) Where an employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.
- (i) Where changes to legislation / regulations as a result of WHS result in changes to OH&S Representative requirements, legislative / regulatory requirements will be applied.

45 Dispute Resolution Training Leave

Union Workplace Representative's nominated by their union to attend a union sponsored training course on dispute resolution or on matters pertaining to the employer/employee relationship or on matters relating to Statutory, Enterprise Agreement or Award issues will be granted up to three days leave (per annum) of absence without loss of earnings provided that:

- (a) The Company receives at least four weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.
- (b) The employee concerned can be released from duty by the Company for the period of the course, without affecting normal operations.
- (c) Employees are not entitled to any expense related allowances or penalty rates during the period of training.
- (d) Further leave may be granted subject to agreement between the Parties.

46 Leisure Days

- (a) After completing a probationary period, an employee is entitled to 2 leisure days commencing from the next 1st January.
- (b) On the 2nd calendar year of entitlement after the first year of entitlement is received, an employee is entitled to 1 leisure day on the 1st January, 1st May and 1st September.
- (c) During the 3rd year of entitlement and subsequent years, an employee is entitled to 5 leisure days on the 1st January.

Year	Number of leisure days accrued
First year of entitlement	
1 st January	2 leisure days
Second year of entitlement	
1 st January	1 leisure day
1 st May	1 leisure day
1 st September	1 leisure day
Third & subsequent year of entitlement	
1 st January	5 leisure days

- (d) Leisure Days will be rostered and taken as agreed between the Company and employees during the cycle so as to guarantee continuity of operations.
- (e) Entitlement of leave shall commence January 1st or as otherwise described above and leave shall be taken by the 31st December in each year and is not to be accrued beyond that date in each year.

47 Facilities

- (a) The Company shall continue to provide facilities including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities.
- (b) In addition to depot facilities each work party is to be supplied with:
 - (i) a large insulated water container, capable of holding ice and enough water for all gang members;

- (ii) means for heating of food by gas or electrically operated whichever method suits the workgroup best.
- (iii) each individual of the workgroup to be issued with a personal water bottle, thermos flask wide or narrow necked and large task esky or carry bag or small esky which ever the individual prefers.
- (c) Any disagreement regarding the adequacy of facilities shall be dealt with through the Consultative Process and/or the Dispute Settlement Procedure contained herein.

48 Personal And Protective Equipment

- (a) To ensure that a business-like image is maintained, all field employees are required to wear Company issued clothing whilst engaged at work.
- (b) Suitable Company issued protective clothing shall be supplied by the Company and will be replaced on a fair wear and tear basis upon satisfactory proof. An employee will be supplied with an initial allocation of:
 - (i) 5 shirts
 - (ii) 2 trousers or overalls
 - (iii) 2 windcheaters
 - (iv) 1 safety vest
 - (v) 1 waterproof four-in-one jacket and trousers
 - (vi) 1 pair safety boots
 - (vii) 1 hard hat
 - (viii) 1 safety glasses
 - (ix) 1 pair gloves
 - (x) hearing protection
 - (xi) 1 broad brimmed hat, where requested.

- (c) It is also a condition of employment that all employees wear a high visibility safety vest at all times where required. It is also a requirement to wear all other appropriate safety clothing and protective equipment provided, whilst working in the business, and to ensure its proper care, maintenance and storage.
- (d) In the first instance, wherever suitable Australian-made clothing and equipment can be economically sourced, it shall be used in favour of articles manufactured outside of Australia.

49 Provision Of Tools

- (a) Technicians, Tradesmen and Apprentices shall replace and maintain tools ordinarily required in the performance of their work as technicians/ tradesmen/ apprentices.
- (b) The Apprentices tools will be supplied through the Tools For Your Trade scheme. In the event that the Tools For Your Trade Scheme ends the tools will be supplied through any replacement scheme or if there is no scheme, by the Company directly.
- (c) Specialised necessary power tools, special purpose tools and precision measuring instruments will be supplied by the Company.
- (d) An employee must keep their tools safe, in good repair and replace lost or damaged tools. The Company will replace an employee's tools if they are damaged, destroyed or stolen during any time they are being stored in a secure location or vehicle provided by the Company. The employee can be required to give the Company a Police report and receipts to support any claim for the replacement of their tools. The Company can ask the employee to provide proof that they have, and are maintaining, the tools they are required to provide.

50 Trauma Counselling

In the event of a traumatic incident at work, professional trauma counselling shall be made available to an employee.

51 Fatigue Management

- (a) The Company has identified fatigue as a workplace hazard and has implemented Zero Harm procedures for managing the risks from fatigue. The management of fatigue is a responsibility shared by both the Company's Management and Employees to the successful implementation of practical fatigue control measures and a commitment of employees to present for duty in a fit and well-rested condition.
- (b) The Company shall implement training that will include lifestyle awareness as out of work activities may cause an increase fatigue hazard. Awareness of activities and lifestyle choices that may cause physical or mental exertion, extended wakefulness, reduced or disturbed sleep will be supported by employees.

52 Inclement Weather

- (a) Definition: For the purposes of this clause "Inclement Weather" shall mean existence of rain or abnormal climactic conditions (including, but not limited to, hail, snow, cold, high wind, severe dust storm, extreme high temperature) or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed there to continue working whilst the same prevail.
- (b) Payment of Wages: An Employee shall be entitled to payment of normal wages on a weekly basis, regardless of any hours lost due to inclement weather.
- (c) Inclement Weather during a shift: In the instance of inclement weather occurring on any one (1) day, the appropriate state occupational health and safety legislation, pre-work brief procedures and safe working method statements will apply.

53 Dispute Settlement Procedure

- (a) The objective of the Company, Employees and Unions in this procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to the performance of work and the consequential loss of production.

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- (b) It is the intention of this procedure to resolve by direct consultation and negotiation between the Company, Employees and any employee representative, which may be a Union, any grievance, dispute, claim or problem that relates to this Agreement and the National Employment Standards, but with the exception of safety issues.
- (c) The following 4 stage procedure shall be adhered to in resolving matters under this clause:
 - (i) Discussion shall take place between the Employee/s concerned, and if the employee requests, their representative which may be a Union delegate, and the Employee/s immediate supervisor/s. The immediate supervisor will act promptly and co-operatively.
 - (ii) If the dispute has not been resolved within four working days or a mutually agreed period, on completion of Step 1, discussions shall take place between the Employee concerned, and if the employee requests, their representative which may be a Union delegate or union organiser and the relevant supervisor's Line Manager.
 - (iii) If the dispute has not been resolved within four working days or a mutually agreed period on completion of Step 2, discussions shall take place between the Employee and if the employee requests, their representative which may be a Union delegate or union organiser and the relevant business unit manager or their delegated authority
 - (iv) If the dispute has not been resolved within four working days or a mutually agreed period, on completion of Step 3, discussions shall take place between the Employee, and if the employee requests, their representative which may be a Union delegate or union organiser, and nominated Company representatives being the relevant General Manager or their delegated authority.
- (d) The Employee and Company may agree during this process refer the matter to an agreed independent person for conciliation.
- (e) The Company, Employees and if the employee requests, their representative which may be a Union delegate or union organiser shall attempt to inform each other at the earliest possible opportunity of any issue or problem that may give rise to a grievance or dispute.
- (f) Throughout each of the above stages of the procedures, all relevant facts shall be clearly identified and recorded.

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- (g) The Company, Employees and Unions are committed to achieving negotiated settlements without work stoppages. However, if the negotiation process is exhausted without the dispute being resolved, the Company, Employees and Unions shall jointly or individually refer the matter to the Fair Work Commission (FWC) for conciliation and assistance in resolving the dispute. In the event that conciliation is exhausted and is not successful a request to FWC for arbitration may be initiated by either party to the dispute.
- (h) The Company, Employees and Unions agree that during the resolution of matters in accordance with this clause, the Employees, Company and Unions shall avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.
- (i) Where a dispute exists and whilst that dispute remains unresolved and is being addressed through this procedure, the Company and Employees will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the process to resolve the matter.

54 Counselling and Disciplinary Procedure

- (a) Disciplinary inquiries and investigations shall be as confidential as is practicable in the prevailing circumstances.
- (b) Process:
 - (i) Any internal investigation in relation to a matter or incident by the Company that may lead to disciplinary action being taken against an employee must apply the principles of natural justice and due process, including:
 - (A) The employee being made fully aware in writing of the allegations that are the subject of investigation;
 - (B) The employee being provided with sufficient information to enable the provision of an informed response.
 - (C) The employee being informed of their entitlement to have an employee representative present as a witness/support person/advocate at any meetings/interviews, if so requested;

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- (D) The employee being given reasonable time prepare a response to the allegations that are the subject of the investigation;
- (ii) If the Company suspends an employee while undertaking an investigation, the employee will be suspended and paid as per roster until an outcome is achieved.
- (iii) Employees under investigation may be subject to the following action during the investigation:
 - (A) Suspension from duty with no reduction of pay; or
 - (B) Placed on alternative duties without reduction of pay; or
 - (C) Returned to normal duties.

(c) Step 1. Counselling

When the Company has concern regarding the conduct of an employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. If the Company decides that the employee has behaved or performed unsatisfactorily but not to a sufficient extent to warrant a warning, it may counsel the employee.

(d) Step 2. Written Warning

If the employee fails to meet the agreed standards of improvement in accordance with Step 1, or if the Company has a second concern about the conduct of the employee the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination.

Based on its determination, the Company may, verbally warn the employee, which shall be documented and signed by the employee in acknowledgement of sighting the warning with a copy placed on the employee's personnel file. A written warning may also be issued if the Company considers the employee's conduct to be serious enough to warrant it without the employee first being subject to Step 1. The employee under counselling shall be made aware of the standards of improvement in conduct that is to be made. If after 6 months from the

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date of verbal warning the Company determines that the conduct has been satisfactory, the Employee will be advised that the written record of the warning has been removed from the employee's personnel file.

(e) Step 3. Second Written Warning

- (i) If the employee fails to meet the agreed standards of improvement in accordance with Step 3, or if the Company has a second concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination.
- (ii) Based on its determination, the Company may provide the employee with a written warning, which shall be documented and signed by the employee in acknowledgement of sighting the warning with a copy placed on the employee's personnel file. The employee receiving the written warning shall be made aware of the standards of improvement in conduct that are to be made. If after 9 months from the date of written warning the Company determines that the conduct has been satisfactory, the Employee will be advised that the written warning has be removed from the employee's personnel file.

(f) Step 3. Final Written Warning

If the employee fails to meet the agreed standards of improvement in accordance with Step 2, or if the Company has a third concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the employee with a written warning, which shall be documented and signed by the employee in acknowledgement of sighting the warning with a copy placed on the employee's personnel file. The employee receiving the written warning shall be made aware of the standards of improvement in conduct that are to be made. If after 12 months from the date of written warning the Company determines that the conduct has been satisfactory, the Employee will be advised that the written warning has be removed from the employee's personnel file.

(g) Step 4. Dismissal

- (i) If the employee fails to meet the agreed standards of improvement in accordance with Step 3, or if the Company has a further concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may dismiss the employee with a written notice of termination or offer the employee the choice to resign.
- (ii) Serious breaches in this context refer to breaches that for which it is not reasonable that a second breach would be tolerated and include such breaches that are likely to significantly put at risk other persons or the environment.

55 Abandonment Of Employment

- (a) The absence of an employee from work for a continuous period exceeding five working days without the consent of the Company and without notification to the Company may be prima facie evidence that the employee has abandoned their employment.
- (b) In circumstances where there is prima facie evidence that an employee has abandoned their employment, an employee will be deemed to have abandoned their employment if within 14 days from when their unauthorised absence commenced, the employee is unable to establish to the satisfaction of the Company that they were absent for reasonable cause.
- (c) Termination of employment by abandonment in accordance with this clause 54 shall operate as from the date of the last attendance at work or the last day's 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.

56 Termination

56.1 Notice Of Termination By Company

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- (a) In order to terminate the employment, the Company must provide notice to the employee of the termination of employment or pay to the employee an amount in lieu of all or part of the notice period in accordance with the following table:

<i>Period of continuous service</i>	<i>Period of notice</i>
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) The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Company.
- (c) The amount of payment in lieu of notice will not be less than the total of the all purpose amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. However, if the Company and an employee agree to a lesser period of notice, no payment shall be due for the amount of notice which is foregone by reason of that agreement.
- (d) The notice period in clause 56.1 does not apply if the Company terminates the employment of the employee by reason of serious misconduct.
- (e) The notice period in clause 56.1 does not apply to a casual employee. The notice period for a casual employee shall be at least 1 day or payment in lieu thereof.

56.2 Summary Dismissal

- (a) The Company may dismiss an employee, without notice, for serious misconduct warranting summary dismissal. The Company shall undertake

an investigation into the issues pertaining to the serious misconduct. The employee/s concerned will be afforded due and proper process including right to representation and opportunity to respond. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may summarily dismiss the employee.

- (b) Examples of actions that may constitute serious misconduct include serious breaches of safety, fighting, theft, sabotage, embezzlement etc. Under normal circumstances, use of the Internet, that has not been approved by the Company, will not constitute serious misconduct. However, any employee who violates this clause will be subject to the disciplinary code of conduct which in extreme cases may lead to dismissal.

56.3 *Termination By Employee*

The employee may terminate their employment by providing a minimum of two weeks' notice to the Company of the termination of employment.

57 Redundancy

57.1 *Alternative Employment*

- (a) An employee, whose position is made redundant by the Company, shall be offered a suitable alternative position within the Company when that is a viable option.
- (b) Should there be no suitable alternative position available within the Company or, where applicable, the employee is not offered a suitable alternative position with any new employer where transmission of business applies according to this clause, then the employee shall be entitled to the severance payments prescribed by this clause.
- (c) Salary maintenance is a critical component of previous and ongoing restructuring and organisational changes.
- (d) Salary maintenance provides as a minimum the retention of grade classification, at the time of restructuring, with ongoing wage escalation

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as per the Union Collective Agreement and with overtime as appropriate at the new position classification pay scale.

- (e) Individuals may retain additional arrangements as agreed at the time. Such arrangements will be provided to the employee in writing. No employee will be discriminated against because of such arrangements.
- (f) "Suitable" means, being offered a position that is within the employee's competency / classification level, with salary maintenance provisions applied.
- (g) An employee may accept an alternative position that is not at the same level as their current competency / classification level with salary maintenance provisions applied. If the employee continues within the position beyond 4 weeks they are deemed to have accepted the new position.

57.2 Severance Pay

- (a) An employee whose employment is terminated by reason of redundancy will receive a severance payment to a maximum of 41 weeks' pay calculated in accordance with the following:
 - (i) 4 weeks' pay; plus
 - (ii) 2.5 weeks pay for each completed year of service on a pro rata basis. 'Service' includes service with predecessor employers which conducted the business which the Company currently conducts, including the Public Transport Corporation of Victoria (PTC),
- (b) Payments are calculated on the ordinary weekly hours rate of pay at the time of termination for the employee/s concerned.
- (c) Employees will also receive all unused accrued annual leave and applicable loading; accrued public holidays and payment for the following:
 - (i) Pro rata unused long service leave according to the provisions of this Agreement.
 - (ii) Other untaken Extra Days Off, and accumulated leave days.

57.3 Other Entitlements

- (a) In addition to the entitlement to severance pay in clause 57.2, the Company will reimburse the employee the cost of purchasing outplacement services, counselling and assistance including advice on all entitlements, independent financial planning guidance, assistance to plan lifestyle and career strategies and assistance with job search techniques and interview skills. The Company's obligation under this clause is capped at \$1,500 per employee.
- (b) Reasonable paid leave will be provided to an employee whose employment is to be terminated by reason of redundancy to attend job interviews. If the Company grants the employee paid leave for this purpose, the employee must produce proof of attendance at an interview.
- (c) If an employee dies after a definite decision has been made to make their position redundant but before payment of redundancy entitlements is made, such redundancy pay entitlement shall be paid to the estate of the employee.

57.4 Employees Exempted

This clause does not apply to:

- (a) employees whose employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary employees;
- (c) employees engaged for a fixed term, specific period of time or for a specified task or tasks; or
- (d) casual employees.

58 Salary Maintenance

- (a) Salary maintenance is a critical component of previous and ongoing restructuring and organisational changes.
- (b) Salary maintenance provides as a minimum the retention of grade classification, at the time of restructuring, with ongoing wage escalation as per the Agreement.

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- (c) Individuals may retain additional arrangements as agreed at the time. Such arrangements will be provided to the employee in writing. No employee will be discriminated against because of such arrangements.

59 Employee Assistance Programme


The Company maintains an employee assistance programme providing professional and confidential counselling and other support services to employees. Employees are encouraged to use these services.

60 Signatories

60.1 For Downer Pty Ltd:

As Chief Operating Officer I am authorised to sign this agreement on behalf of the Company.

Name in full (printed): SANDRA MARSE DODDS

Signature: 


Position: CHIEF OPERATING OFFICER.

Date: 4/7/13

Employer Address: 46 WILLIAM ST
BRIGHTON
MELBOURNE.

Witnessed By:

Name in full (printed): JENNIFER JOAN PERRET

Signature: 

Witness Address: 2/74 MARINE PDE
ELWOOD VIC 3184

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60.2 For the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union Of Australia (Electrical Division) – National Office:

I am authorised to sign this agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full (printed):

PETER TIGHE.

Signature:



Position:

NATIONAL SECRETARY

Date:

Union

Representative

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union Of Australia (Electrical Division)

Address:

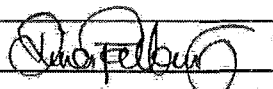
Suite 701, Level 7, 5-13 Rosebery Avenue
Rosebery NSW 2018

Witnessed By:

DINA GALLOWAY

Name in full (printed):

Signature:



Witness Address:

c/- Suite 701, Level 7,
5-13 Rosebery Avenue
Rosebery NSW 2018

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60.3 For the Australian Rail Tram and Bus Industry Union – National Office:

I am authorised to sign this agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full (printed): BOB NANKA

Signature:



Position: NATIONAL SECRETARY

Date: 11/7/2013

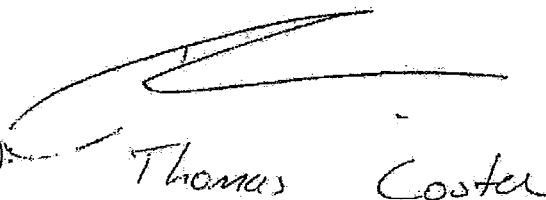
Union	Representative	Australian Rail Tram and Bus Industry Union
Address:		83-89 Renwick Street, Redfern NSW 2016

Witnessed By:

Name in full (printed):

Signature:

Witness Address:



Thomas Coster

Suite 210-4-10 Goulburn St
Sydney NSW

Appendix 1

Introduction to Training Competencies Appendix 1:

- 1 *Auto progression based on achievement of capabilities to Step 4*
- 2 *Downer to provide the training to Cert II to all*
- 3 *Further training (e.g. Cert III and Cert IV) to be provided as per job vacancy and training plan*

Track Maintenance, Renewal & Construction Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A	Maintain and use hand tools
	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	TLIG1001A	Work effectively with others
	TLIE1003A	Participate in basic workplace communications
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
	Downer	Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIB2092A	Operate minor mechanical equipment
	TLIF2010A	Apply fatigue management strategies
	TLIU2008A	Apply environmental procedures to rail infrastructure
	TLIB1093A	Clean equipment and restore worksite
	Downer	Personal Development Plan
	TLID1001A	Shift materials safely using manual handling methods
	Downer	Mobile Plant Interface

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Track Maintenance, Renewal & Construction Stream

Level	Competency Unit Number / Package	Title
	Downer	Incident reporting & management
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	TLIS2034A	Install and repair rail fastening systems
	TLIF2062A	Apply awareness of safe working rules and regulations
	TLIS2031A	Install railway sleepers
Rail Infrastructure Worker Level 4 (CERT II Achieved)	TLIB2085A	Apply track fundamentals
	TLIS2044A	Carry out rail installation
	TLIS2030A	Carry out track ballasting
An entry requirement for CERT III is the completion of CERT II		
Rail Infrastructure Worker Level 5 (In addition some level of safeworking training is required at this level)	RIICCM201A	Carry out measurements and calculations
	TLIE2007A	Use Communication Systems
	TLII1002A	Apply Customer Service Skills
	+1 CERT III (Groups A, B & D)	Complete 1 Unit from below list
	RIICCM203A - GA,GB	Read and interpret plans and specifications
	TLIW3035A - GD	Heat & cut materials using oxy-LPG equipment for the rail industry
Rail Infrastructure Worker Level 6 (In addition some level of safeworking training is required at this level)	TLIF3058A	Apply safeworking rules and regulations to rail functions
	TLIE2029A	Conduct Workplace information briefing
	TLIJ3002A	Apply quality systems
	TLIE2008A	Process workplace documentation
	1 CERT III (A) - (I)	Split into streams A to I complete 1 unit
	TLIB3095A - GA	Check and repair points and crossings
	TLIB3094A - GB	Check and repair track geometry (new title)
	TLIW2012A - GD	Grind Rails
	TLIW3015A - GD	Weld using aluminothermic welding process
	+ 1 CERT III Track Infrastructure Elective	Complete 1 additional unit

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Track Maintenance, Renewal & Construction Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 7 (In addition some level of safeworking training is required at this level) CERT III Achieved	TLIF3003A	Implement and Monitor OHS Procedures
	TLIF2006A	Apply accident-emergency procedures
	CERT III	Complete remaining Units in a specialised stream (A to I)
	CERT III - Rail Infrastructure Elective(s) Complete additional 3 electives to suit vocational requirements	
	TLIB2091A	Measure and record track geometry
	TLIC2058A	Travel medium or heavy self-propelled on-track equipment
	TLIC3045A	Operate road/rail vehicle
	TLIS3037B	Install and repair earthworks
	TLIW3016A	Weld rail using flashbutt welding process
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIG4006A	Facilitate work teams
	BSBMGT401A	Show leadership in the workplace
	TLIL0076A	Coordinate resources
	TLIL4005A	Apply conflict/grievance resolution strategies
	BSBRISK401A	Identify risk and apply risk management
	TLIF2006A	Apply accident-emergency procedures
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management	TLIF4088A	Implement and coordinate rail safety and OH&S strategies
	TLIF3089A	Implement fatigue management strategies for rail infrastructure

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Track Maintenance, Renewal & Construction Stream

Level	Competency Unit Number / Package	Title
Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIL4068A	Plan and coordinate track protection for multiple workgroups
	BSBMGT403A	Implement continuous improvement
Rail Infrastructure Worker Level 10	TLIJ4009A	Implement and monitor QA systems
	BSBPMG401A	Apply project scope management techniques
	CERT IV - Rail Infrastructure Elective	Complete additional elective(s) to suit vocational requirements from "elective group C"
Level 11 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	
Level 12 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	

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Structures Stream

Pay Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A	Maintain and use hand tools
	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	TLIG1001A	Work effectively with others
	TLIE1003A	Participate in basic workplace communications
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
	Downer	Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIB2092A	Operate minor mechanical equipment
	TLIF2010A	Apply fatigue management strategies
	TLIU2008A	Apply environmental procedures to rail infrastructure
	TLIB1093A	Clean equipment and restore worksite
	Downer	Personal Development Plan
	TLID1001A	Shift materials safely using manual handling methods
	Downer	Mobile Plant Interface
	Downer	Incident reporting & management
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	TLIS2027A	Install and repair rail fastening systems
	TLIF2062A	Apply awareness of safe working rules and regulations
	TLIS2031A	Install railway sleepers

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Structures Stream

Pay Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 4 (CERT II Achieved)	RIICCM203A	Read and interpret plans and specifications
	TLIB2086A	Apply awareness of structures fundamentals
	TLIB2084A	Carry out routine maintenance of structures
	RIICCM201A	Carry out measurements and calculations
An entry requirement for CERT III is the completion of CERT II		
Rail Infrastructure Worker Level 5 (In addition some level of safeworking training is required at this level)	TLIE2001A	Present routine workplace information
	TLII1002A - Extra	Apply Customer Service Skills
	TLIW3034A - GA	Apply protective coating systems to structures
	TLIS2028A - GB	Install and replace transoms
Rail Infrastructure Worker Level 6 (In addition some level of safeworking training is required at this level)	TLIF3058A - Extra	Apply safeworking rules and regulations to rail functions
	TLIE2029A	Conduct Workplace information briefing
	TLIJ3002A - Core	Apply quality systems
	TLIB2096A - GA	Repair concrete/masonry structures
	TLIB2082A - GA	Repair steel structures
	TLIS2013A - Core	Install minor structures
	1 CERT III Structures Elective - GB only	Complete 1 additional unit
Rail Infrastructure Worker Level 7 (In addition some level of safeworking training is required at this level)	TLIF3003A - Core	Implement & monitor OH&S procedures
	TLIE2008A	Process workplace documentation
	TLIF2006A - Extra	Apply accident-emergency procedures
	TLIS3029B - Core	Implement structures maintenance and installation of minor structures
	TLIB2083A - GA	Maintain bridge bearings
	TLIB2081A - GB only	Repair timber structures

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Structures Stream

Pay Level	Competency Unit Number / Package	Title
	1 CERT III Structures Elective - GB Only	Complete 1 additional electives to suit vocational requirements
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	BSBMGT401A	Show leadership in the workplace
	TLIG4006A	Facilitate work teams
	TLIL0076A	Coordinate resources
	BSBRSK401A	Identify risk and apply risk management
	TLIF2006A	Apply accident-emergency procedures
	TLIL4005A	Apply conflict/grievance resolution strategies
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIF4088A	Implement and coordinate rail safety and OH&S strategies
	TLIF3089A	Implement fatigue management strategies for rail infrastructure
	TLIL4068A	Plan and coordinate track protection for multiple workgroups
	BSBMGT403A	Implement continuous improvement
Rail Infrastructure Worker Level 10	Bridge Examination	Choose 1 skill set below
	TLIB3088A - SE	Examine steel structures
	MEM24001B - SE	Perform basic penetrant testing
	MEM24003B - SE	Perform basic magnetic particle testing
	TLIB3087A - TE	Examine timber structures
	TLIB3098A - C/ME	Examine concrete/masonry structures
	CERT IV - Rail Infrastructure Elective	Complete additional elective to suit vocational requirements from "elective group C"

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Structures Stream

Pay Level	Competency Unit Number / Package	Title
Level 11 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	
Level 12 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	

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Vegetation Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A	Maintain and Use Hand Tools
	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	TLIG1001A	Work effectively with others
	TLIE1003A	Participate in basic workplace communications
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIE1003A	Participate in basic workplace communications
	TLID1001A	Shift materials safely using manual handling methods
	TLIF2010A	Apply fatigue management strategies
	TLIB1093A	Clean equipment and restore worksite
	TLIU2008A	Apply environmental procedures to rail infrastructure
	Downer	Personal Development Plan
	Downer	Mobile Plant Interface
	Downer	Incident reporting & management
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	HLTFA201A	Provide basic emergency life support
	FPIHAR2206A	Operate a mobile chipper/mulcher
	AHCARB205A	Operate and Maintain chainsaws
Rail Infrastructure Worker Level 4	AHCPMG301A	Control Weeds
	FPICOT2221B	Trim and cross cut felled trees
	AHCARB202A	Fell small trees

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Vegetation Stream

Level	Competency Unit Number / Package	Title
Cert III in Arboriculture, requires completion of an additional 12 units		
Rail Infrastructure Worker Level 5	AHCARB302A	Conduct tree inspections
	AHCARB303A	Implement a tree pruning program
	AHCARB305A	Remove trees in confined spaces
	CPCCCM3001A	Operate elevated work platforms
	CPCCOHS2001A	Apply OHS requirements, policies and procedures in the construction industry
Rail Infrastructure Worker Level 6	AHCPMG302A	Control plant pests, diseases and disorders
	AHCARB310A	Perform aerial rigging
	AHCBIO301A	Work effectively in an emergency disease or plant pest response.
	AHCARB301A	Implement a tree maintenance program
Rail Infrastructure Worker Level 7	AHCARB307A	Undertake complex tree climbing
	FPIFGM3205A	Fall trees manually (advanced)
	AHCARB304A	Fell trees with advanced techniques
Cert 4 in Rail Infrastructure		
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIG4006A	Facilitate work teams
	BSBMGT401A	Show leadership in the workplace
	TLIF2006A	Apply accident-emergency procedures
	TLIL4005A	Apply conflict/grievance resolution strategies

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Vegetation Stream

Level	Competency Unit Number / Package	Title
	BSBRK401A	Identify risk and apply risk management
	TLIL0076A	Coordinate resources
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIF4088A	Implement and coordinate rail safety and OH&S strategies
	TLIL4068A	Plan and coordinate track protection for multiple workgroups
	BSBMGT403A	Implement Continuous Improvement
	TLIF3089A	Implement fatigue management strategies for rail infrastructure
Rail Infrastructure Worker Level 10	TLIJ4009A	Implement and monitor QA systems
	BSBPMG401A	Apply project scope management techniques
	Choose 2 units from the elective list below to complete the Cert 4	
	TLID4030A	Supervise mobile crane operations
	TLIR4002A	Source goods/services and evaluate contractors
	TLII4001A	Coordinate quality customer service
Level 11 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	
Level 12 (Any requirements in this level to be	Typically salaried position	

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Vegetation Stream

Level	Competency Unit Number / Package	Title
determined following the completion of the Cert IV - Competency Requirements)		

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Track Protection Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A	Maintain and use hand tools
	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	TLIG1001A	Work effectively with others
	TLIE1003A	Participate in basic workplace communications
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
	Downer	Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIB2092A	Operate minor mechanical equipment
	TLIF2010A	Apply fatigue management strategies
	TLIU2008A	Apply environmental procedures to rail infrastructure
	TLIB1093A	Clean equipment and restore worksite
	Downer	Personal Development Plan
	TLID1001A	Shift materials safely using manual handling methods
	Downer	Mobile Plant Interface
	Downer	Incident reporting & management
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	TLIS2027A	Install and repair rail fastening systems
	TLIF2062A	Apply awareness of safe working rules and regulations
	TLIS2031A	Install railway sleepers
Rail Infrastructure Worker Level 4 (CERT II Achieved)	TLIF2081A	Perform lookout duties
	TLIF2082A	Perform hand signaller duties

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Track Protection Stream

Level	Competency Unit Number / Package	Title
	TLIB2085A	Apply track fundamentals
	TLIE2007A	Use communication systems
	TLIE2008A	Process workplace documentation
An entry requirement for CERT III is the completion of CERT II – CERT II requires 16 units in total.		
Rail Infrastructure Worker Level 5	TLIF2083A	Conduct track protection assessment
	TLIE2001A	Present routine workplace information
	TLII1002A	Apply Customer Service Skills
Rail Infrastructure Worker Level 6	TLIF3058A	Apply safeworking rules and regulations to rail functions
	TLIE2029A	Conduct Workplace information briefing
	TLIJ3002A	Apply quality systems
	TLIL3069A	Implement track blocking protection
	+1 CERT III Track Protection Elective	Complete 1 additional unit
Rail Infrastructure Worker Level 7	TLIE2008A	Process workplace documentation
	TLIL3065A	Implement track occupancy protection
	TLIL3067A	Implement planned track possession protection
	+3 CERT III Track Protection Elective(s)	Complete 3 additional electives to suit vocational requirements
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as	TLIG4006A	Facilitate work teams
	BSBMGT401A	Show leadership in the workplace
	TLIF2006A	Apply accident-emergency procedures

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Track Protection Stream

Level	Competency Unit Number / Package	Title
applicable to the Position Description for the role.)	TLIL4005A	Apply conflict/grievance resolution strategies
	BSBRK401A	Identify risk and apply risk management
	TLIL0076A	Coordinate resources
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	Review Downer	safeworking/coordinator levels
	TLIF4088A	Implement and coordinate rail safety and OH&S strategies
	TLIL4068A	Plan and coordinate track protection for multiple workgroups
	BSBMGT403A	Implement Continuous Improvement
	TLIF3089A	Implement fatigue management strategies for rail infrastructure
Rail Infrastructure Worker Level 10	TLIJ4009A	Implement and monitor QA systems
	BSBPMG401A	Apply project scope management techniques
	CERT IV - Rail Infrastructure Elective	Complete additional elective(s) to suit vocational requirements from "elective group C"
Level 11 (Any requirements in this level to be determined following the completion of the Cert IV - Competency	Typically salaried position	

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Track Protection Stream

Level	Competency Unit Number / Package	Title
Requirements)		
Level 12 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)		Typically salaried position

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Sig Mech / Linesman Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A	Maintain and use hand tools
	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	TLIG1001A	Work effectively with others
	TLIE1003A	Participate in basic workplace communications
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
	Downer	Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIB2092A	Operate minor mechanical equipment
	TLIF2010A	Apply fatigue management strategies
	TLIU2008A	Apply environmental procedures to rail infrastructure
	TLIB1093A	Clean equipment and restore worksite
	Downer	Personal Development Plan
	TLID1001A	Shift materials safely using manual handling methods
	Downer	Mobile Plant Interface
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	TLIS2027A	Install and repair rail fastening systems
	TLIF2062A	Apply awareness of safe working rules and regulations
	TLIS2031A	Install railway sleepers
Rail Infrastructure Worker Level 4 (CERT II Achieved)	TLIB2085A	Apply track fundamentals
	TLIS2044A	Carry out rail installation
	TLIS2030A	Carry out track ballasting

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Sig Mech / Linesman Stream

Level	Competency Unit Number / Package	Title
An entry requirement for CERT III Mechanical Rail Signalling is the completion of CERT II. Requires completion of 18 units		
Rail Infrastructure Worker Level 5 (In addition some level of safeworking training is required at this level)	RIICCM201A	Carry out measurements and calculations
	TLIE2001A	Present routine workplace information
	TLII1002A	Apply Customer Service Skills
	TLIB3046A	Service and clean mechanical signalling equipment and infrastructure
	RIIOHS204A	Work safely at heights
	TLIE2008A	Process workplace documentation
	TLIK2001A	Use infotechnology devices in the workplace
Rail Infrastructure Worker Level 6 (In addition some level of safeworking training is required at this level)	TLIF3058A	Apply safeworking rules and regulations to rail functions
	TLIE2029A	Conduct Workplace information briefing
	TLIJ3002A	Apply quality systems
	RIICCM203A	Read and interpret plans and specifications
	TLIB3047A	Repair and adjust mechanical signalling equipment and infrastructure
	TLIB3120A	Test mechanical signalling equipment and isolate faults
	TLIB3053A	Maintain mechanical signalling locking and interlocking devices
	+1 CERT III - Sig Mech / Linesman Elective	Complete 1 additional unit
	TLIB5807B	Maintain aerial signal/telecommunication lines and cables
Rail Infrastructure Worker Level 7 (In addition some level of safeworking training is required at this level) CERT III Achieved	TLIB3048A	Carry out off-site repair, overhaul and assembly of mechanical signalling equipment
	TLIS3005A	Install mechanical infrastructure for signalling
	TLIS3009A	Install mechanical signalling locking and interlocking devices
	TLIF3003A	Implement and Monitor OHS Procedures

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Sig Mech / Linesman Stream

Level	Competency Unit Number / Package	Title
To complete a Certificate III a total of 18 units must be completed.		
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIF3089A	Implement fatigue management strategies for rail infrastructure
	BSBMGT401A	Show leadership in the workplace
	TLIG4006A	Facilitate work teams
	BSBRSK401A	Identify risk and apply risk management
	TLIF2006A	Apply accident-emergency procedures
	TLIL0076A	Coordinate resources
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIL4005A	Apply conflict/grievance resolution strategies
	TLIF4088A	Implement and coordinate rail safety and OH&S risk-control strategies
	TLIL4068A	Plan and coordinate track protection for multiple workgroups
	BSBMGT403A	Implement Continuous Improvement
Rail Infrastructure Worker Level 10	TLIJ4009A	Implement and monitor quality assurance systems
	BSBPMG401A	Apply project scope management techniques
	CERT IV - Rail Infrastructure Elective	Complete additional elective(s) to suit vocational requirements from "elective group C"
Level 11 (Any requirements in this level to be determined following	Typically salaried position	

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Sig Mech / Linesman Stream

Level	Competency Unit Number / Package	Title
the completion of the Cert IV - Competency Requirements)		
Level 12 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)		Typically salaried position

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On Track Machines Stream

Level	Competency Number / Package	Unit	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A		Maintain and use hand tools
	TLIF1001A		Follow OH&S procedures
	TLIW2001A		Operate under track protection rules
	TLIF2080A		Safely access the rail corridor
	TLIG1001A		Work effectively with others
	TLIE1003A		Participate in basic workplace communications
	Downer		Track awareness – per location
	Downer		Induction
	Downer		Working with Zero Harm
	Downer		Conduct & Behaviour
	Downer		Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIB2092A		Operate minor mechanical equipment
	TLIF2010A		Apply fatigue management strategies
	TLIU2008A		Apply environmental procedures to rail infrastructure
	TLIB1093A		Clean equipment and restore worksite
	Downer		Personal Development Plan
	TLID1001A		Shift materials safely using manual handling methods
	Downer		Mobile Plant Interface
	Downer		Incident reporting & management
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	TLIB2001A		Check and assess operational capabilities of equipment
	TLIB2085A		Apply track fundamentals
	TLIB2091A		Measure and record track geometry
Rail Infrastructure Worker Level 4 (CERT II Achieved)	TLIC2058A		Travel medium or heavy self-propelled on-track equipment
	TLIC2059A		Propel and operate light on-track equipment
	TLIS2030A		Carry out track ballasting

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On Track Machines Stream

Level	Competency Number / Package	Unit	Title
	TLIF2062A		Apply awareness of safeworking rules and regulations
An entry requirement for CERT III is the completion of CERT II			
Rail Infrastructure Worker Level 5	TLIC3045A		Operate road/rail vehicle
	TLIB3094B		Check and repair track geometry
	TLIE2007A		Use communication systems
	TLIE2029A		Conduct workplace information briefings
	TLIF3003A		Implement and monitor occupational health and safety procedures
Rail Infrastructure Worker Level 6	TLIJ3002A		Apply quality systems
	TLIS3026B		Implement track maintenance and construction
	TLIS3039A		Measure and mark track for resurfacing
Rail Infrastructure Worker Level 7	Complete 3 Electives from the list below to complete Cert 3 in Rail Track Surfacing		
	TLIG3002A		Lead a work team or group
	TLIW2028A		Identify the principles of ballast cleaning operations
	TLIW2029A		Identify the principles of ballast regulator operations
	TLIW2030A		Identify the principles of dynamic track stabiliser operations
	TLIW2031A		Identify the principles of self-propelled rail grinder operations
	TLIW2032A		Identify the principles of tamping machine operations
	TLIW2033A		Identify the principles of track laying operations

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On Track Machines Stream

Level	Competency Number / Package	Unit	Title
	TLIF2006A		Apply accident-emergency procedures
	TLIF3058A		Apply safeworking rules and regulations to rail functions
	TLIF3089A		Implement fatigue management policies and procedures for rail infrastructure
	TLIS2034A		Install and repair rail fastening systems
	TLIS3025A		Implement ballast unloading
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIG4006A		Facilitate work teams
	BSBMGT401A		Show leadership in the workplace
	TLIF2006A		Apply accident-emergency procedures
	BSBRSK401A		Identify risk and apply risk management
	TLIL0076A		Coordinate resources
	TLIL4005A		Apply conflict/grievance resolution strategies
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as	TLIL4005A		Apply conflict/grievance resolution strategies
	TLIF4088A		Implement and coordinate rail safety and OH&S risk-control strategies
	TLIL4068A		Plan and coordinate track protection for multiple workgroups

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On Track Machines Stream

Level	Competency Number / Package	Unit	Title
applicable to the Position Description for the role.)	BSBMGT403A		Implement Continuous Improvement
Rail Infrastructure Worker Level 10	TLIJ4009A		Implement and monitor quality assurance systems
	BSBPMG401A		Apply project scope management techniques
	CERT IV - Rail Infrastructure Elective		Complete additional elective(s) to suit vocational requirements from "elective group C"
Level 11 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position		
Level 12 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position		

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Plant Maintenance Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIB1028A	Maintain and use hand tools
	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	TLIG1001A	Work effectively with others
	TLIE1003A	Participate in basic workplace communications
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
	Downer	Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	TLIB2092A	Operate minor mechanical equipment
	TLIF2010A	Apply fatigue management strategies
	TLIU2008A	Apply environmental procedures to rail infrastructure
	TLIB1093A	Clean equipment and restore worksite
	Downer	Personal Development Plan
	TLID1001A	Shift materials safely using manual handling methods
	Downer	Mobile Plant Interface
	Downer	Incident reporting & management
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	TLIB2001A	Check and assess operational capabilities of equipment
	TLIB2085A	Apply track fundamentals
	TLIB2091A	Measure and record track geometry
Rail Infrastructure Worker Level 4 (CERT II Achieved)	TLIC2058A	Travel medium or heavy self-propelled on-track equipment
	TLIC2059A	Propel and operate light on-track equipment
	TLIS2030A	Carry out track ballasting

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Plant Maintenance Stream

Level	Competency Unit Number / Package	Title
	TLIF2062A	Apply awareness of safeworking rules and regulations
MEM30205 Cert III in Engineering – Mechanical Trade: Start Core Units (suggested below)		
Rail Infrastructure Worker Level 5	MEM12023A	Perform engineering measurements
	MEM12024A	Perform computations
	MEM13014A	Apply principles of occupational health and safety in the work environment
	MEM14004A	Plan to undertake a routine task
	MEM14005A	Plan a complete activity
	MEM15002A	Apply quality systems
Rail Infrastructure Worker Level 6	Continue Core Units (suggested below)	
	MEM15024A	Apply quality procedures
	MEM16006A	Organise and communicate information
	MEM16007A	Work with others in a manufacturing, engineering or related environment
	MEM16008A	Interact with computing technology
	MEM17003A	Assist in the provision of on the job training
	MSAENV272B	Participate in environmentally sustainable work practices
Rail Infrastructure Worker Level 7	<ul style="list-style-type: none"> Select units from this list to the value of at least 40 points 	
	MEM07001B	Perform operational maintenance of machines/equipment (2pts)
	MEM07005C	Perform general machining (8pts)
	MEM07008D	Perform grinding operations (4pts)
	MEM07009B	Perform precision jig boring operations (4pts)

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Plant Maintenance Stream

Level	Competency Unit Number / Package	Title
	MEM07010B	Perform tool and cutter grinding operations (4pts)
	MEM07027B	Perform advanced press operations (6pts)
	MEM09002B	Interpret technical drawing (4pts)
	MEM10004B	Enter and change programmable controller operational parameters (2pts)
	MEM10006B	Install machine/plant (4pts)
	MEM12003B	Perform precision mechanical measurement (2pts)
	MEM18001C	Use hand tools (2pts)
	MEM18002B	Use power tools/hand held operations (2pts)
	MEM18003C	Use tools for precision work (4pts)
	MEM18004B	Maintain and overhaul mechanical equipment (4pts)
	MEM18005B	Perform fault diagnosis, installation and removal of bearings (4pts)
	MEM18006C	Repair and fit engineering components (6pts)
	MEM18007B	Maintain and repair mechanical drives and mechanical transmission assemblies (4pts)
	MEM18008B	Balance equipment (2pts)
	MEM18009B	Perform levelling and alignment of machines and engineering components (4pts)
	MEM18010C	Perform equipment condition monitoring and recording (4pts)
	MEM18011C	Shut down and isolate machines/equipment (2pts)
	MEM18012B	Perform installation and removal of mechanical seals (2pts)
	MEM18013B	Perform gland packing (2pts)
	MEM18018C	Maintain pneumatic system components (4pts)

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Level	Competency Unit Number / Package	Title
	MEM18019B	Maintain pneumatic systems (4pts)
	MEM18020B	Maintain hydraulic system components (4pts)
	MEM18021B	Maintain hydraulic systems (4pts)
	MEM18022B	Maintain fluid power controls (8pts)
	MEM18024B	Maintain engine cooling systems (2pts)
	MEM18025B	Service combustion engines (2pts)
	MEM18026C	Test compression ignition fuel systems (4pts)
	MEM18027C	Overhaul engine fuel system components (8pts)
	MEM18028B	Maintain engine lubrication systems (2pts)
	MEM18029B	Tune diesel engines (4pts)
	MEM18030B	Diagnose and rectify low voltage electrical systems (8pts)
	MEM18031B	Diagnose and rectify low voltage starting systems (2pts)
	MEM18032B	Maintain induction/exhaust systems (4pts)
	MEM18033B	Perform engine bottom-end overhaul (4pts)
	MEM18034B	Perform engine top-end overhaul (8pts)
	MEM18035B	Diagnose and rectify braking systems (6pts)
	MEM18037B	Diagnose and rectify low voltage charging systems (2pts)
	MEM18038B	Maintain wheels and tyres (2pts)
	MEM18039B	Diagnose and rectify track type undercarriage (4pts)
	MEM18040B	Maintain suspension systems (4pts)
	MEM18041B	Maintain steering systems (4pts)

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Plant Maintenance Stream

Level	Competency Unit Number / Package	Title
	MEM18042C	Diagnose and rectify manual transmissions (4pts)
	MEM18043C	Diagnose and rectify automatic transmissions (8pts)
	MEM18044C	Diagnose and rectify drive line and final drives (4pts)
	MEM18045B	Fault find/repair electrical equipment/components up to 250 volts single phase supply (4pts)
	MEM18046B	Fault find/repair electrical equipment/components up to 1000 volts a.c./1500 volts d.c. (10pts)
	MEM18047B	Diagnose and maintain electronic controlling systems on mobile plant (4pts)
	MEM18048B	Fault find and repair/rectify basic electrical circuits (12pts)
	MEM18049C	Disconnect/reconnect fixed wired equipment up to 1000 volts a.c./1500 volts d.c. (3pts)
	MEM18050C	Disconnect/reconnect fixed wired equipment over 1000 volts a.c./1500 volts d.c. (3pts)
	MEM18051B	Fault find and repair/rectify complex electrical circuits (6pts)
	MEM18052B	Maintain fluid power systems for mobile plant (4pts)
	MEM18054B	Fault find, test and calibrate instrumentation systems and equipment (8pts)
	MEM18055B	Dismantle, replace and assemble engineering components (3pts)
	MEM18056B	Diagnose and repair analog equipment and components (10pts)
	MEM18057B	Maintain/service analog/digital electronic equipment (6pts)
	MEM18058C	Modify electronic equipment (4pts)
	MEM18060B	Maintain, repair control instrumentation - single and multiple loop control systems (8pts)
	MEM18062B	Install, maintain and calibrate instrumentation sensors, transmitters and

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Plant Maintenance Stream

Level	Competency Unit Number / Package	Title
		final control elements (8pts)
	MEM18063B	Terminate signal and data cables (4pts)
	MEM18064B	Maintain instrumentation system components (6pts)
	MEM18065B	Diagnose and repair digital equipment and components (10pts)
	MEM18067B	Tune control loops - multi controller or multi element systems (6pts)
	MEM18098A	Prepare to perform work associated with fuel system installation and servicing* (2pts)
Cert IV In Rail Infrastructure		
Rail Infrastructure Worker Level 8 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as applicable to the Position Description for the role.)	TLIG4006A	Facilitate work teams
	BSBMGT401A	Show leadership in the workplace
	TLIF2006A	Apply accident-emergency procedures
	BSBRSK401A	Identify risk and apply risk management
	TLIL0076A	Coordinate resources
	TLIL4005A	Apply conflict/grievance resolution strategies
Rail Infrastructure Worker Level 9 (In addition some level of company training is required at this level - Including Management Standards, INX and Zero Harm training as	TLIL4005A	Apply conflict/grievance resolution strategies
	TLIF4088A	Implement and coordinate rail safety and OH&S risk-control strategies
	TLIL4068A	Plan and coordinate track protection for multiple workgroups

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Plant Maintenance Stream

Level	Competency Unit Number / Package	Title
applicable to the Position Description for the role.)	BSBMGT403A	Implement Continuous Improvement
Rail Infrastructure Worker Level 10	TLIJ4009A	Implement and monitor quality assurance systems
	BSBPMG401A	Apply project scope management techniques
	CERT IV - Rail Infrastructure Elective	Complete additional elective(s) to suit vocational requirements from "elective group C"
Level 11 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	
Level 12 (Any requirements in this level to be determined following the completion of the Cert IV - Competency Requirements)	Typically salaried position	

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Signalling Stream

Level	Competency Unit Number / Package	Title
Rail Infrastructure Worker Level 1 Core Induction Skill Set (0-3 months) – probationary period Entry level < 3 months Rail Industry experience	TLIF1001A	Follow OH&S procedures
	TLIW2001A	Operate under track protection rules
	TLIF2080A	Safely access the rail corridor
	Downer	Track awareness – per location
	Downer	Induction
	Downer	Working with Zero Harm
	Downer	Conduct & Behaviour
	Downer	Manual Handling
Rail Infrastructure Worker Level 2 Functional Competencies Within Business Operations (3- 12 Months)	Downer	Personal Development Plan
	TLID1001A	Shift materials safely using manual handling methods
	Downer	Mobile Plant Interface
	Downer	Incident reporting & management
	UEENEEC020B	Participate in electrical work and competency development activities
	UEENEEE101A	Apply Occupational Health Safety regulations, codes and practices in the workplace
Rail Infrastructure Worker Level 3 Functional Competencies Within Business Operations (12-24 months)	UEENEEE102A	Fabricate, dismantle, assemble of utilities industry components
	UEENEEE104A	Solve problems in d.c. circuits
	UEENEEE105A	Fix and secure electrotechnology equipment
Rail Infrastructure Worker Level 4	UEENEEE107A	Use drawings, diagrams, schedules, standards, codes and specifications
	UEENEEE137A	Document and apply measures to control OHS risks associated with electrotechnology work
	UEENEEG006A	Solve problems in single and three phase low voltage machines
	UEENEEG033A	Solve problems in single and three phase low voltage electrical apparatus and circuits

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Signalling Stream

Level	Competency Unit Number / Package	Title
	UEENEEG063A	Arrange circuits, control and protection for general electrical installations
	UEENEEG101A	Solve problems in electromagnetic devices and related circuits
	UEENEEG102A	Solve problems in low voltage a.c. circuits
	UEENEEG103A	Install low voltage wiring and accessories
Complete Core Units of UEE30811 (suggested below)		
Rail Infrastructure Worker Level 5	UEENEEG104A	Install appliances, switchgear and associated accessories for low voltage electrical installations
	UEENEEG105A	Verify compliance and functionality of low voltage general electrical installations
	UEENEEG106A	Terminate cables, cords and accessories for low voltage circuits
	UEENEEG107A	Select wiring systems and cables for low voltage general electrical installations
	UEENEEG108A	Trouble-shoot and repair faults in low voltage electrical apparatus and circuits
	UEENEEG109A	Develop and connect electrical control circuits
	UEENEEK142A	Apply environmental and sustainable procedures in the energy sector
Rail Infrastructure Worker Level 6	Rail Signals Electives – construction pathway	
	UEENEEN102A	Assemble and wire internal electrical rail signalling equipment
	UEENEEN103A	Install and maintain rail track circuit leads and bonds
	UEENEEN104A	Test rail signalling cables
	UEENEEN121A	Repair rail signalling power and control cables
	Elective weighting of 20 units to complete Cert 3	

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Signalling Stream

Level	Competency Unit Number / Package	Title
	UEENEEC001B	Maintain documentation
	Specialist Units for setting up equipment	
	UEENEEN105A	Install and maintain rail signalling power supplies
	UEENEEN108A	Install and maintain power operated point actuating devices
	UEENEEN109A	Install and maintain train detection equipment
	BSBRSK401A	Identify risk and apply risk management
	TLIF2006A	Apply accident-emergency procedures
	Cert 4 Core units	
	UEENEEN111A	Install and maintain trackside signal and train protection equipment
	UEENEEN112A	Install and maintain vital relay interlocking systems
	UEENEEN118A	Find and repair rail signalling system faults
	UEENEEN107A	Install and maintain active level crossing equipment
	UEENEEE038B	Participate in development and follow a personal competency development plan
	UEENEEE117A	Implement and monitor energy sector OHS policies and procedures
Rail Infrastructure Worker Level 7	Complete Cert IV Electives to equal 70 points	
	UEENEEN101A	Maintain mechanical rail signalling equipment and infrastructure (20pts)
	UEENEEN106A	Install and maintain non-vital screen based rail control systems (20pts)
	UEENEEN110A	Install and maintain non-vital telemetry systems (40pts)

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Signalling Stream

Level	Competency Unit Number / Package	Title
	UEENEEN114A	Install and maintain computer based . interlocking rail systems (30pts)
	UEENEEN116A	Maintain electronic and microprocessor-based remote control systems (20pts)
	UEENEEN126A	Develop rail signalling system maintenance programs (20pts)
	UEENEEN127A	Decommission electrical and electro- mechanical rail signalling from service (20pts)
	UEENEEN128A	Test and commission rail power equipment (20pts)
Rail Infrastructure Worker Level 8	Progression rules to be determined.	
Rail Infrastructure Worker Level 9	Frontline Management	
Rail Infrastructure Worker Level 10	Frontline Management	
Rail Infrastructure Worker Level 11		
Rail Infrastructure Worker Level 12		