



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

John Holland Pty Ltd
(AG2017/4809)

JOHN HOLLAND PTY LTD WA COMMUNICATIONS, SIGNALLING & OHW AGREEMENT 2017

Building services

COMMISSIONER SAUNDERS

NEWCASTLE, 19 MARCH 2018

Application for approval of the John Holland Pty Ltd WA Communications, Signalling & OHW Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *John Holland Pty Ltd WA Communications, Signalling & OHW Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by John Holland Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 March 2018. The nominal expiry date of the Agreement is 18 March 2022.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE427674 PR601288>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/4809

Applicant: John Holland Pty Ltd


Undertaking- section 190

I, Aideen Gillies, Industrial Relations Manager WA of John Holland Pty Ltd give the following undertakings with respect to the John Holland Pty Ltd WA Communications, Signalling & OHW Agreement 2017 ("the Agreement"):

1. I have the authority given to me by John Holland to provide this undertaking in relation to this application before the Fair Work Commission.
2. John Holland undertakes for any period that an Employee is engaged as a Continuous Shift Worker as defined in Clause 2, will be a Shift Worker for the purposes of the NES and will be entitled to a pro-rata accrual of five (5) weeks annual leave.
3. John Holland undertakes that no Trainee with less than 12 months experience will be employed under the Agreement.

Employer name: John Holland

Authority to sign: Aideen Gillies

Signature: 

Date: 2 March 2018

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



JHPL WA COMMUNICATIONS, SIGNALLING & OHW AGREEMENT 2017

TABLE OF CONTENTS

1.	SCOPE AND APPLICATION OF THE AGREEMENT	4
2.	DEFINITIONS	4
3.	DATE OF OPERATION AND NOMINAL EXPIRY DATE	5
4.	OBJECTIVES OF AGREEMENT.....	5
5.	NO EXTRA CLAIMS.....	6
6.	WORKPLACE FLEXIBILITY	6
7.	INDIVIDUAL FLEXIBILITY TERM	6
8.	CONSULTATION TERM	7
9.	CONTRACT OF EMPLOYMENT	9
10.	PROBATIONARY PERIOD	10
11.	TRAINEESHIPS	11
12.	CLASSIFICATION STRUCTURES	11
13.	WAGE RATES.....	12
14.	HIGHER DUTIES.....	12
15.	FIRST AID ALLOWANCE	13
16.	ELECTRICAL LICENCE ALLOWANCE.....	13
17.	NOMINEE ALLOWANCE	13
18.	SPECIAL ALLOWANCE	13
19.	SHIFT LOADING	13
20.	MEAL ALLOWANCES	13
21.	TRAVELLING TIME.....	14
22.	PROVISION OF ACCOMMODATION AND MEALS.....	14
23.	ON CALL ALLOWANCE.....	15
24.	SUPERANNUATION	15
25.	HOURS OF WORK.....	16
26.	ROSTERED DAYS OFF	16
27.	SHIFT WORK	17
28.	OVERTIME	17
29.	REST PERIOD AFTER OVERTIME	18
30.	MEAL AND REST BREAKS.....	18

31. INCLEMENT WEATHER	19
32. ANNUAL LEAVE.....	19
33. PERSONAL/CARER'S LEAVE	20
34. COMPASSIONATE LEAVE.....	20
35. PARENTAL LEAVE.....	20
36. PORTABLE LONG SERVICE LEAVE.....	20
37. PUBLIC HOLIDAYS	20
38. TERMINATION OF EMPLOYMENT	21
39. REDUNDANCY	22
40. HEALTH AND SAFETY MANAGEMENT ARRANGEMENTS	22
41. HEALTH AND SAFETY ISSUE RESOLUTION PROCEDURE	23
42. DISPUTES AND GRIEVANCE PROCEDURE.....	24
43. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT	26
44. TOOLS	26
45. UP SKILLING	26
46. PAYMENT OF WAGES	27
47. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE	27
48. INCOME PROTECTION	27
49. SIGNATORIES	28

1. SCOPE AND APPLICATION OF THE AGREEMENT

This Agreement is made under the *Fair Work Act 2009* (Cth) and those bound by this Agreement are:

- 1.1 John Holland Pty Ltd ABN: 11 004 282 268;
- 1.2 all persons who are engaged by John Holland Pty Ltd in Western Australia for which classifications and/or rates of pay are prescribed by this Agreement;
- 1.3 The Rail Tram and Bus Union; and
- 1.4 The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

2. DEFINITIONS

"Afternoon Shift" means a shift commencing on or after 12 midday and before 8pm.

"Agreement" means JHPL WA Communications, Signalling & OHW Agreement 2017

"Apprentice" means a person defined as an Apprentice by the Vocational Education and Training Act 1996 (WA)

"Certificate" means any certificate provided by a Registered Training Organisation.

"Commencement date" means the seventh day after the Agreement has been formally approved by Fair Work Commission.

"Company" means John Holland Pty Ltd ABN: 11 004 282 268

"Continuous shiftworker" means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts, and who regularly works on Sundays and public holidays.

"Day Worker" means an Employee engaged to commence work between 5am and up to 12 midday.

"Distant Worker" means an Employee who is engaged, selected or advised by the Company to proceed to the work site to perform duties under their contract of employment and the Employee does so such that the Employee cannot return to their Usual Place of Residence.

"Employee" means any employee of the Company whose employment is covered by the terms of this Agreement.

"Full Day" means a period of time that is between 12 and 24 hours in duration

"FWC" means *Fair Work Commission*.

"FW Act" means the *Fair Work Act 2009* (Cth).

"Inclement Weather" means the existence of abnormal climatic conditions including but not limited to rain, hail, snow, cloud, high wind, storm, extreme and high temperature for the locality concerned, or the like, or any combination thereof by virtue of which it is either not reasonably or not safe for the Employees exposed thereto to commence/continue working whilst the same prevail.

"Night Shift" means a shift starting at or after 8pm and before 5am.

"OHW" means Over Head Wiring

"Ordinary Hours" means the ordinary hours that the Employee is required to work, being 7.6 hours per day, from Monday to Sunday inclusive, and which shall average 38 hours per week over a 52 week period. However, ordinary daily hours and/or shifts of longer than 7.6 hours may be worked (see Clause 21).

"Part Day / Night" means a period of time that is less than 12 hours in duration.

"Project Manager" means the person appointed by the Company as a Project Manager.

"Relevant Employee" means the Employees who may be affected by a change referred to in Clause 8.1.

"Shift Worker" means an Employee engaged on either Night Shift or Afternoon Shift for five or more continuous shifts.

"Trainee" means a person defined as a trainee by the Vocational Education and Training Act 1996 (WA)

"Usual Place of Residence" means the Employee's place of residence at which they would usually reside.

"Wage Rate" means the Employee's basic hourly rate of pay as set out in Clause 13 of this Agreement.

"WHS" means Workplace Health and Safety.

"Worksite" means the nominated location at which the Employee is required to commence the work day. The Worksite can include but is not limited to a nominated depot or a project site location.

3. DATE OF OPERATION AND NOMINAL EXPIRY DATE

3.1 This Agreement will operate on and from the seventh day after approval by the FWC and shall have a nominal expiry date of four years after the date of approval by the FWC.

3.2 This Agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the FW Act.

4. OBJECTIVES OF AGREEMENT

4.1 The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

4.1.1 To establish an agreed minimum set of conditions of employment;

- 4.1.2 To safely, efficiently and productively complete quality works ahead of the program timeframe and on or under budget;
- 4.1.3 To respect and care for the environment in which the work is performed; and
- 4.1.4 To avoid industrial action by following at all times the agreed disputes resolution procedures, so as to develop a collaborative and dispute-free work site culture.

5. NO EXTRA CLAIMS

- 5.1 The Employees bound by this Agreement intend and agree that this Agreement is in settlement of all bargaining and other claims for the life of the Agreement. Employees must not, and ensure that their representatives do not, make extra claims or organise, threaten or take industrial action in support of any claims while this Agreement is in operation.

6. WORKPLACE FLEXIBILITY

- 6.1 Workplace flexibility is a condition of employment. Employees shall be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skill and competence as determined by the Company. There shall be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.
- 6.2 The Company may direct the Employee, and the Employee will be obliged, to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.
- 6.3 Employees may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.

7. INDIVIDUAL FLEXIBILITY TERM

- 7.1 The Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 7.1.1 the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - 7.1.2 the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in Subclause 7.1.1; and
 - 7.1.3 the arrangement is genuinely agreed to by the Company and Employee.

- 7.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 7.2.1 are about permitted matters under section 172 of the FW Act; and
 - 7.2.2 are not unlawful terms under section 194 of the FW Act; and
 - 7.2.3 result in the Employee being better off overall at the time the agreement is made than the employee would be if no arrangement was made.
- 7.3 The Company must ensure that the individual flexibility arrangement:
- 7.3.1 is in writing; and
 - 7.3.2 includes the name of the Company and Employee; and
 - 7.3.3 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
 - 7.3.4 includes details of:
 - (i) the terms of the 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.
- 7.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Company or Employee may terminate the individual flexibility arrangement:
- 7.5.1 by giving no more than 28 days' written notice to the other party to the arrangement; or
 - 7.5.2 if the Company and Employee agree in writing — at any time.

8. CONSULTATION TERM

- 8.1 This Clause 8 applies if the Company:
- 8.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - 8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 8.2 For a major change referred to in Subclause 8.1.1:
- 8.2.1 the Company must notify the Relevant Employees of the decision to introduce the major change; and

- 8.2.2 Clauses 8.3 to 8.9 apply.
- 8.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 8.
- 8.4 If:
- 8.4.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- 8.4.2 the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 8.5 As soon as practicable after making its decision, the Company must:
- 8.5.1 discuss with the Relevant Employees:
- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the Employees; and
- (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 8.5.2 for the purposes of the discussion-provide, in writing, to the Relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.
- 8.6 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 8.7 The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in Subclause 8.2.1 and Clauses 8.3 and 8.5 are taken not to apply.
- 8.9 In this Clause 8, a major change is likely to have a significant effect on Employees if it results in:
- 8.9.1 the termination of the employment of Employees; or
- 8.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- 8.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- 8.9.4 the alteration of hours of work; or
- 8.9.5 the need to retrain Employees; or
- 8.9.6 the need to relocate Employees to another workplace; or
- 8.9.7 the restructuring of jobs

Change to regular roster or ordinary hours of work

8.10 For a change referred to in Subclause 8.1.2:

- 8.10.1 the Company must notify the Relevant Employees of the proposed change; and
- 8.10.2 Clauses 8.11 to 8.15 apply.

8.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 8.

8.12 If:

- 8.12.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- 8.12.2 the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the Company must:

- 8.13.1 discuss with the Relevant Employees the introduction of the change; and
- 8.13.2 for the purposes of the discussion-provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- 8.13.3 invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.14 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

8.15 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

9. CONTRACT OF EMPLOYMENT

9.1 Employees may be employed on a full-time, part-time, specified task(s) or term(s), or casual basis.

9.2 Full-time Employees

- 9.2.1 A Full-time Employee is an Employee engaged for a minimum average of 38 ordinary hours per week plus any reasonable additional hours as required by the Company.

9.3 Part-time Employees

- 9.3.1 Subject to the provisions of this Clause, Part-time Employees may be engaged on such hours and terms as are advised to the Employee. All entitlements for part-time Employees under this Agreement shall be pro-rated in accordance with their ordinary hours of work.
- 9.3.2 Prior to commencing employment, the Company and the Employee will agree the following matters in writing:
- (a) That the Employee may work Part-time;
 - (b) The Ordinary Hours and days of the week on which the Employee will work and the relevant commencing and ceasing times;
 - (c) The classification applying to the work to be performed; and
 - (d) Upon the period of Part-time employment (where relevant).

9.4 Casual Employment

- 9.4.1 A casual Employee is an Employee who is engaged and paid as such. Employment shall be by the hour and a casual loading of 25% shall be paid on ordinary hours. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays or other entitlements normally reserved for permanent employees
- 9.4.2 For work outside the ordinary hours of work, overtime payments for casuals shall be calculated as follows: Wage rate, then 25% loading and then the relevant overtime rate/loading.
- 9.4.3 On each occasion where a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours work, except in the case of Inclement Weather.
- 9.4.4 A casual employee who has been engaged by the Company on a regular basis for a period of six (6) months will have the right to elect to have their contract of employment converted to full-time or part-time employment where an ongoing role is available. The Company will give genuine consideration to any such request.

- 9.5 Where any above Agreement payments and/or conditions are made and/or provided to an Employee these additional payments and/or conditions shall be received by an Employee in satisfaction of any and/or all entitlements and allowances and/or conditions which might otherwise apply to the employee under this Agreement. Provided that the total payments made to the Employee and/or conditions provided to the Employee are not less than they would have received under this Agreement for those entitlements.

10. PROBATIONARY PERIOD

- 10.1 The Employee's employment with the Company will be subject to a six month probationary period commencing from the date of commencement of employment.

- 10.2 Except in cases of serious misconduct, at any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee by the giving of 1 week's written notice (or in the Company's case by payment in lieu.)

11. TRAINEESHIPS

- 11.1 As part of its commitment to the long-term future of the industry, the Company may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- 11.2 A Certificate II traineeship shall be of 2 years duration and shall consist of no less than 16 modules.
- 11.3 A Certificate III traineeship shall be of 3 years duration and shall consist of no less than 24 modules.
- 11.4 Trainees shall be required to complete the full 2 or 3 years of the traineeship.
- 11.5 Trainees shall be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table. No other allowances are paid to trainees.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	70% of Relevant Wage Rate
	12 months or more and satisfactory completion of required units of competency	80% of Relevant Wage Rate
	On completion	Relevant Wage Rate
Certificate III	Less than 12 months	70% of Relevant Wage Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	80% of Relevant Wage Rate
	24 months or more and satisfactory completion of required units of competency	90% of Relevant Wage Rate
	On completion	Relevant Wage Rate

- 11.6 Where the Trainee was employed by the Company immediately prior to entering into the traineeship, the Trainee shall not suffer a reduction in pay by virtue of entering into a traineeship.
- 11.7 Trainees may undergo recognition of prior learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee shall be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL shall have the term of their traineeship reduced accordingly.

12. CLASSIFICATION STRUCTURES

- 12.1 At the start of employment and as work changes on an ongoing basis, each Employee will be appointed by the Company to a classification level based on the Employee's skills, qualifications and experience and in consideration of the substantive duties required to be carried out at that time.
- 12.2 Employees will be required to carry out such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- 12.3 The classifications mentioned are not considered to be inclusive of all classifications likely to be used. Other classifications may be included from time to time, at the discretion of the Company.

13. WAGE RATES

- 13.1 The Wage Rates for each classification are as prescribed in Clause 13.3. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with a project.
- 13.2 All increases under this Agreement will apply on and from the first full pay period after the specified date.
- 13.3 Wage Rates for Employees are as follows:

Classification Level	Wage Rate (\$/hr)
Level 1	\$27.86
Level 2	\$30.70
Level 3	\$34.21
Level 4	\$37.52
Level 5	\$40.85
Level 6	\$45.25

- 13.4 The amounts listed at Sub clause 13.3 will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.
- 13.5 All Apprentices shall be paid in accordance with the following table:

Level	Percentage of Relevant Classification
First year of apprenticeship	55%
Second year of apprenticeship	65%
Third year of apprenticeship	75%
Fourth year of apprenticeship	90%

14. HIGHER DUTIES

- 14.1 An Employee engaged for more than two (2) hours, during one day on duties carrying a higher rate than the Employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise the Employee must be paid the higher rate for the time so worked.

15. FIRST AID ALLOWANCE

- 15.1 An Employee who holds the minimum qualifications recognised under the relevant State or Territory legislation is qualified to provide first aid and is appointed by the Company to be a first aid officer will receive an allowance of \$16.92 per week actually worked whilst the Employee maintains a current First Aid certificate.
- 15.2 This first aid allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

16. ELECTRICAL LICENCE ALLOWANCE

- 16.1 A tradesperson who holds and in the course of employment is required to use a 'A' Grade License issued pursuant to the relevant regulation in force under the Electrical Licensing Regulations 1991 shall be paid an all-purpose hourly rate of \$1.19.

17. NOMINEE ALLOWANCE

- 17.1 An 'A' grade electrical licensed tradesperson required to act as a nominee for an in house electrical contracting licence shall be paid an allowance of \$88.29 per week.
- 17.2 The allowance listed at Sub clause 17.1 will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.

18. SPECIAL ALLOWANCE

- 18.1 For the purpose of this Sub Clause only, an Employee shall be reimbursed to a maximum of \$1,259.00 for loss of clothes by fire or breaking and entering whilst securing stored at the Company's direction in a room or building on the Company's premises, job or workshop or in a lock-up.

19. SHIFT LOADING

- 19.1 Shift Workers will be paid the following rates for Ordinary Hours Worked:
- 19.1.1 Afternoon Shift – Wage Rate plus 20% of the Wage Rate
 - 19.1.2 Night Shift – Wage Rate plus 30% of the Wage Rate
- 19.2 Shift loading shall not apply to shift work performed on a Saturday or Sunday.
- 19.3 Where an Employee works for less than five continuous shifts, they will be paid at the rate of time and a half for all Ordinary Hours in lieu of the applicable shift loading.
- 19.4 The sequence of shift work shall not be deemed broken under this Clause by reason of the fact that the works are closed on a Saturday, Sunday, RDO or Public Holiday.
- 19.5 Under no circumstances shall an Employee be entitled to shift loading pursuant to this Clause and overtime rates at the same time. For the avoidance of doubt an Employee shall only be entitled to shift loading or overtime rates but not both.

20. MEAL ALLOWANCES

- 20.1 Where an Employee is required to work more than two (2) hours overtime (not including breaks) before or after Ordinary Hours and the Employee was not notified by the Company prior to the end of the Employee's last shift of the requirement to work overtime, a meal will be provided by the Company or alternatively a meal allowance of \$16.59 shall be paid to the affected Employee.
- 20.2 The allowance listed at Sub clause 20.1 will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.
- 20.3 The decision to provide a meal or make a payment pursuant to Clause 20.1 will be at the discretion of the Company.
- 20.4 This meal allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

21. TRAVELLING TIME

- 21.1 When the worksite is within a 50km radius of the GPO and an Employee is required to travel between their Usual Place of Residence and the Worksite, travelling time and other costs incurred will not be paid.
- 21.2 When a Distant Worker is required to travel between their Usual Place of Residence and their Point of Hire, travelling time and other costs incurred will not be paid.
- 21.3 When a Distant Worker is required to travel between their Temporary Accommodation and the work site, any travel time in excess of twenty (20) minutes for each journey will be paid at the ordinary base rate of pay.
- 21.4 Where an Employee is requested by the Company, and agrees, to use their motor vehicle on work related duties they shall be reimbursed the applicable cents per kilometre rate for the work related distance travelled in accordance with the rates prescribed by the ATO.

22. PROVISION OF ACCOMMODATION AND MEALS

- 22.1 Temporary accommodation will be provided by the Company at no cost to the Employee.
- 22.2 Temporary accommodation provided to an Employee will be of a standard as defined by an agreed list of approved accommodation facilities.
- 22.3 Where an Employee is required by the Company to stay in the temporary accommodation, the Company may choose to supply the Employee with meals or alternatively the Employee may be provided with an allowance of \$90.00 per day (subject taxation as per the ATO guidelines). Where John Holland provides meals to an Employee or the temporary accommodation has a messing facility that provides all meals, no allowance is payable.
 - 22.3.1 The provision of meals or payment of the allowance in 22.3 is at the discretion of John Holland.
 - 22.3.2 The allowance in subclause 22.3 of this clause will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.

- 22.4 Where the Employee is provided with temporary accommodation at the same location for a period of less than 21 continuous days, the allowance in subclause 22.3 will be paid as a non-taxable allowance in accordance with ATO Guidelines.
- 22.5 Where an employee is provided with temporary Accommodation at the same location for a period exceeding 21 days the allowance in subclause 22.3 will be subject to taxation for any amount over and above the tax exempt LAFHA amounts set by the ATO Guidelines.
- 22.6 An Employee receiving the allowance in subclause 22.3 may be required to complete a LAFHA declaration.
- 22.7 For the purposes of this Clause, any periods of arranged R&R for Distant Workers on a project is deemed not to break the number of continuous days on which an entitlement to LAFHA is determined.
- 22.8 The allowance in Clause 22.3 will be adjusted from the first full pay period after 1 July each year in line with overall annual CPI percentage increases for Perth as calculated from the annual March raw index numbers via the Australian Bureau of Statistics.

23. ON CALL ALLOWANCE

- 23.1 When an employee is nominated by the company to be on call to carry out work as required outside of their ordinary shift hours, then they will be entitled to the "On Call Allowance" as follows;
- 23.1.1 When an employee is on call for a Part Day/Night they shall be entitled to a payment of \$20.00 flat.
- 23.1.2 When an employee is on call for a Full Day Monday to Friday they shall be entitled to a payment of \$40.00 flat per day.
- 23.2 When an employee is on call for a Full Day on the weekend they shall be entitled to a payment of \$60.00 flat per day.
- 23.3 Employees are entitled to the allowances as per Sub Clauses 23.1.1, 23.1.2, 23.2 in addition to a minimum of four (4) hours at the relevant overtime rate on each occasion that an employee is called out.
- 23.4 If an employee is called back to the original location within the four (4) hour payment period mentioned above in Sub Clause 23.2, then they will not be entitled to any extra payment until their working time exceeds the four (4) hour period.
- 23.5 Employees in receipt of the provisions mentioned in Sub Clauses 23.1.1, 23.1.2, & 23.2 must be in a fit state to carry out the full functions of their role consistent with Company policy and this agreement and be contactable and be available to return to duty.

24. SUPERANNUATION

- 24.1 The Company will make superannuation contributions sufficient to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth) into a superannuation fund nominated by the Employee. If the Employee does not nominate a superannuation fund, contributions will be made into a complying superannuation fund with a MySuper product as determined by the Company.
- 24.2 The Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements into a superannuation fund of the Employee's choosing provided that:

- 24.2.1 the arrangement complies with relevant legislation and Company policy as amended from time to time;
- 24.2.2 the Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
- 24.2.3 the superannuation fund is a complying superannuation fund; and
- 24.2.4 the amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

25. HOURS OF WORK

- 25.1 The Ordinary Hours of work shall be 7.6 hours per day, between six (6) AM and six (6) PM Monday to Sunday and shall average 38 hours per week over a 26 week period.
- 25.2 The Company after consulting with affected Employees, may implement different patterns of working ordinary hours, including 9, 10 or 12 ordinary hours per day or per shift.
- 25.3 Ordinary Hours worked on weekends shall be paid as follows:
 - 25.3.1 On Saturday until 12.00pm: at the rate of time and one half of the Employee's Wage Rate for the first two (2) Ordinary Hours and at double the Employee's Wage Rate for all Ordinary Hours worked thereafter;
 - 25.3.2 On Saturday after 12.00pm: at double the Employee's Wage Rate for all Ordinary Hours worked;
 - 25.3.3 On Sunday: at double the Employee's Wage Rate for all Ordinary Hours worked;
 - 25.3.4 Provided that such Ordinary Hours worked in accordance with Clause 25.3:
 - (a) shall be counted toward an Employee's average hours per four (4) week period; and
 - (b) the rates in Subclauses 25.3.1, 25.3.2 and 25.3.3 apply in lieu of any applicable shift loading.
- 25.4 Start and finish locations(s) and time(s) shall be designed to support production and maximise equipment operating hours and maintenance time, to suit the needs of a project. These may be altered by the provision of 48 hours' notice to the Employee.
- 25.5 For the avoidance of doubt travel time and wash up time shall not be counted as Ordinary Hours worked for the purposes of calculating overtime.

26. ROSTERED DAYS OFF

- 26.1 This Clause shall only apply if the Company, decides to implement a roster including a Rostered Day Off (RDO) entitlement. Should the Company decide to implement such rostering arrangements, Employees will be rostered for ordinary working hours of 7.6 per day over five (5) days plus accrual towards an RDO. This Clause does not apply to Employees rostered under Clause 25.1.
- 26.2 **Accrual of RDO for 38 Hour Week**

- 26.2.1 The ordinary working hours shall be 8 hours per day, with the first 0.4 of an hour of each working day accruing as a RDO entitlement in accordance with this Clause.
- 26.3 All RDO hours shall be accrued, banked and paid at the Employee's Wage Rate and applicable all-purpose allowances.
- 26.4 Unless otherwise agreed with an Employee, the following will occur in respect of RDOs:
 - 26.4.1 accrued RDO hours are to be taken by an Employee as scheduled by the Company subject to a project's requirements. Where an RDO is scheduled, the appropriate accrued RDO entitlement will be deducted from the Employee's RDO banked hours;
 - 26.4.2 where an Employee requests to take more than 7.6 accrued RDO hours out of their RDO bank for additional time off on consecutive working days, the Employee must seek approval from the Company seven days in advance; and
 - 26.4.3 Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination.
- 26.5 Where possible, subject to a project's requirements, the Company may schedule RDO accruals to be taken by an Employee/s adjacent to public holidays and weekends.
- 26.6 An Employee's banked RDO hours remaining as at the last full pay period in November each year will be paid out of the Employee's RDO bank to the Employee in the first full pay period on or after 1 December each year.

27. SHIFT WORK

- 27.1 Where the Company requires an Employee to work Shift work, the Company shall fix the shift roster and starting and finishing times for the shift as required. Shift rosters and the shifts of individual Employees may be changed, or the requirement to work shift work directed, on 48 hours' notice by the Company, or a lesser period by agreement.

28. OVERTIME

- 28.1 All time worked in excess of an Employee's Ordinary Hours, shall be overtime.
- 28.2 Overtime on weekdays and Saturdays shall be paid for at one and a half times the base Wage Rate for the first two hours and at double the Wage Rate for all time thereafter.
- 28.3 All Overtime after 12pm on a Saturday will be paid at double time.
- 28.4 Overtime on Sunday will attract double the Wage Rate.
- 28.5 Overtime on a Public Holiday will be paid at double time and a half.
- 28.6 All Overtime worked when an Employee is on Afternoon Shift or Night Shift will attract double the Wage Rate.
- 28.7 An Employee recalled to work overtime after leaving a project shall be paid for a minimum of four hours' work at the rate of double time.

29. REST PERIOD AFTER OVERTIME

- 29.1 An Employee who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times shall, subject to this Clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 29.2 If on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for a ten hour rest period.
- 29.3 The provisions of this Clause shall apply in the case of Shift Workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:
 - 29.3.1 for the purpose of changing shift rosters;
 - 29.3.2 where a Shift Worker does not report for duty; or
 - 29.3.3 where agreement is reached between the Shift Worker and the Company.

30. MEAL AND REST BREAKS

- 30.1 Day Workers and Shift Workers working more than five (5) Ordinary Hours each day shall be entitled to one daily:
 - 30.1.1 paid rest break of 20 minutes in duration; and
 - 30.1.2 an unpaid meal break of 30 minutes in duration.
- 30.2 Day Workers and Shift Workers who are required to work overtime Monday to Friday shall be entitled to:
 - 30.2.1 a paid meal break of 30 minutes where an Employee is required to work more than two (2) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break; and
 - 30.2.2 a further paid meal break of 30 minutes where an Employee is required to work more than five (5) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break.
- 30.3 Employees who are required to work more than five (5) hours of overtime (not including breaks) in any one day on a Saturday or Sunday where work is scheduled to continue after the break shall be entitled to:
 - 30.3.1 a paid rest break of 20 minutes in duration; and
 - 30.3.2 a paid 30 minute meal break; and
 - 30.3.3 a further paid meal break of 30 minutes where an Employee is required to work more than 10 hours (not including breaks) and where work is scheduled to continue after the break; and
 - 30.3.4 a further paid meal break of 30 minutes where an Employee is required to work 13 hours (not including breaks) and where work is scheduled to continue after the break.

- 30.4 Meal and rest breaks may be staggered by the Company to meet work requirements.

31. INCLEMENT WEATHER

- 31.1 Disruption to work is to be minimised during periods of inclement weather.
- 31.2 During Inclement Weather, work will continue unless the Company's nominee in agreement with the appropriate HSR and/or employee representative determines it is not safe to do so.
- 31.3 Inclement weather does not automatically create unsafe working conditions. An Employee is to attend work, and is not to stop work or leave the Project, unless instructed otherwise by the Company's nominee because of inclement weather.
- 31.4 Workers in air conditioned cabins will continue work during periods of Inclement Weather unless the Company's nominee in agreement with the appropriate HSR and/or employee representative determines it is not safe to do so.
- 31.5 During inclement weather the Company may direct an Employee to work in a different area than usual and/or on different tasks until the inclement weather ceases.
- 31.6 All Employees shall be available to clean up and dewater relevant work areas as directed by the Company following inclement weather.

32. ANNUAL LEAVE

- 32.1 Employees shall be entitled to 20 days annual leave in accordance with the FW Act.
- 32.2 Annual leave loading of 17.5% shall be paid.
- 32.3 Permanent Shift Workers (excluding casuals) shall be entitled to 25 days annual leave in accordance with the FW Act and 20% annual leave loading.
- 32.4 Employees who work a combination of fifteen (15) shifts that attract a shift penalty per calendar quarter will receive an extra 1.25 days annual leave per calendar quarter. For the purposes of this Sub Clause, once an Employee accumulates an extra five (5) days on annual leave then they are entitled to an additional 2.5% annual leave loading.
- 32.5 The Employee and the Company may agree on separate periods of annual leave of one day's duration. The Company may direct Employees to take accrued annual leave on one month's notice where the accrued entitlement is greater than 40 days in order to reduce the accrued entitlement to less than 40 days. The Company may require Employees to take annual leave for the purposes of annual shut down, or require Employees to take leave without pay for any part of the shut down for which Employees have not accrued sufficient annual leave.
- 32.6 In accordance with the FW Act, Employees may forgo part of their accrued entitlement to annual leave and receive pay in lieu of the amount of accrued annual leave forgone, subject to the Employee giving the Company a written election to forgo the amount of accrued annual leave and the Company agreeing and authorising the Employee to forgo the amount of accrued annual leave, and:
- 32.6.1 paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

32.6.2 each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and

32.6.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

32.7 Accrued, but untaken, annual leave is paid out on termination of employment.

33. PERSONAL/CARER'S LEAVE

33.1 Employees shall be entitled to personal/carer's leave in accordance with the FW Act.

33.2 Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family or household who is sick or injured or who has an unexpected emergency as defined by the FW Act. Payment in respect of leave under this Clause is the Employee's Wage Rate as set out in Clause 13 of this Agreement.

33.3 On each occasion that an Employee takes personal/carer's leave they must provide the Company with a medical certificate from a registered medical practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Company's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Company.

33.4 The Employee must notify the Company prior to commencing personal/carer's leave or as soon as possible, of the day on which the Employee wishes to take personal/carer's leave.

33.5 The Employee's paid personal/carer's leave will accrue from year to year, however the Employee is not entitled to a payment for any accrued but untaken personal/carer's leave on termination of the Employee's employment for whatever reason.

34. COMPASSIONATE LEAVE

34.1 Employees will be entitled to Compassionate Leave in accordance with the FW Act.

35. PARENTAL LEAVE

35.1 Employees will be entitled to Parental Leave in accordance with the FW Act.

36. PORTABLE LONG SERVICE LEAVE

36.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act provided that where employees meet the eligibility criteria for portable long service leave provisions under the relevant State or Territories Legislation then such provisions will prevail for long service leave purposes.

37. PUBLIC HOLIDAYS

37.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays, without deduction from the Employee's Wage Rate: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac

Day, Labour Day, Western Australia Day, Queens Birthday and other locally gazetted half or full day public holidays.

- 37.2 Any Employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half of the Wage Rate for all time so worked.
- 37.3 It will be possible for the Company and an Employee/s to agree to substitute the nominated public holiday for another day and the prescriptions of this Clause will apply to the substituted day.

38. TERMINATION OF EMPLOYMENT

- 38.1 Employment may be terminated by an Employee or the Company by giving the following notice:

Employee's Period of Continuous Service with the Company	Actual Period of Notice Required to be Provided
Not more than 1 year	1 weeks notice
More than 1 year but not more than 3 years	2 weeks notice
More than 3 years but no more than 5 years	3 weeks notice
More than 5 years	4 weeks notice

- 38.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.
- 38.3 Termination of all casual engagements shall require eight (8) hours notice on either side of an engagement or the payment or forfeiture of eight (8) hours pay, as the case may be.
- 38.4 Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay due to the Employee for the remainder of the notice period and not require the Employee to work out the notice period.
- 38.5 If an Employee fails to give the required notice, or gives notice but leaves before the end of the notice period, they shall forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Company.
- 38.6 Notwithstanding the notice provisions of this Clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of notice for serious misconduct, in which case an Employee shall only be entitled to be paid for the time worked up to dismissal. Serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Company's policies, dishonesty, fraud, theft, breach of safety provisions, wilful damage to the Company's property, harming or threatening co-workers, breach of the Company's alcohol and drugs in the workplace policy or workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- 38.7 If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the Employee may elect to take accrued annual or long service leave for the period during which the Employee is unable to perform the duties. If the accrued leave available to the Employee is insufficient to cover the period during which the Employee is unable to perform the duties, or the Employee does not elect to take such accrued leave, the employment will terminate through frustration in which case the Company is not required to give

notice or make payment in lieu of notice, or make any other payments on termination other than those, if any, required by statute.

38.8 If an Employee is absent from work without reasonable cause for three consecutive days without the consent of the Company or without notification to the Company, the Employee may be deemed, at the discretion of the Company, to have abandoned his or her employment without notice. The Company will then treat the Employee's employment as having terminated as at the last working day, and wages shall be paid only up to the last working day.

38.9 Clauses 38.1 and 38.2 shall not apply to Employees who are engaged for a specified task(s) or period(s), or on a casual basis.

39. REDUNDANCY

39.1 Subject to this Clause, where the Company terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, the Employee is to be paid a redundancy payment in accordance with the following scale:

Employee's period of continuous service with the Company on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

39.2 The payment under Clause 39.1 is made at the Employee's base Wage Rate.

39.3 Where there is a transfer of employment as defined by the FW Act, an Employee is not entitled to be paid any amount of redundancy pay where the Company obtains other acceptable employment for the Employee.

39.4 Clause 39.1 shall not apply to Employees who are engaged for a specified task/s, on a casual basis, an Employee dismissed for serious misconduct, or an Employee (other than an Apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

40. HEALTH AND SAFETY MANAGEMENT ARRANGEMENTS

40.1 The Company will develop HSMAs in consultation with Employees or Employee representatives which meet the needs of a project, taking into account the particular circumstances of the Company, a particular project, and relevant health and safety issues as they relate to the workforce.

40.2 Health & Safety Committee (HSC)

- 40.2.1 Genuine safety issues relevant to this Clause will be within the remit of the Health & Safety Committee (**HSC**), in accordance with the relevant provisions of the *Work Health and Safety Act 2011* (Cth).
- 40.2.2 The Company will establish a HSC for the purposes of this Clause. The HSC shall comprise of at least a Company representative and a Employee Health and Safety Representative (**HSR**). The number of Employee representatives shall be at least equal to, or greater than, the number of Company representatives.
- 40.2.3 HSC members will receive appropriate training to enable them to carry out their roles on the HSC.

40.3 Safety Legislation

- 40.3.1 All matters involving WHS shall be dealt with in accordance with the *Work Health and Safety Act 2011* (Cth) and Clause 40 of this Agreement.

41. HEALTH AND SAFETY ISSUE RESOLUTION PROCEDURE

The process for the resolution of health and safety issues shall be reviewed and accepted by the HSC and as a minimum meet the following requirements:

- 41.1 Employees must raise health and safety issues with the relevant Company supervisor in the first instance. The supervisor will be familiar with the work activity and processes and be the most likely person to ensure an agreeable outcome.
- 41.2 Should an Employee feel that satisfactory action has not been taken on a reported health and safety issue the following procedure should be adopted:
 - 41.2.1 the Employee notifies the relevant DWG HSR (where one is appointed) or Deputy HSR where the HSR is absent (where one is appointed);
 - 41.2.2 the DWG HSR will consult with the supervisor and the superintendent (or the Company's designated nominee) to resolve the health and safety issue;
 - 41.2.3 where the health and safety issue is still not satisfactorily resolved, the relevant manager or the Company's designated nominee is to be advised, who shall resolve the issue;
 - 41.2.4 where the health and safety issue is still not satisfactorily resolved, the relevant manager will convene the site safety committee in an attempt to resolve the issue;
 - 41.2.5 where resolution of the health and safety issue cannot be resolved at a workplace level, the WHS issue may be referred to the HS&R manager (or the Company's designated nominee) who shall make a recommendation on the action required to resolve the WHS issue; and
 - 41.2.6 where the steps in 41.2.1 to 41.2.5 have been exhausted and the health and safety issue has not been resolved, the matter may be referred to a workplace manager or other more senior manager, or the Company's designated nominee, who shall make a final determination concerning the WHS issue, in writing, that is binding on both the Employee and the Company.

- 41.3 The content of this Clause will not preclude the obligations under the relevant legislation.
- 41.4 All matters involving occupational health and safety issues shall be dealt with in accordance with the WHS Act and associated regulations.
- 41.5 All matters relating to rail safety shall be dealt with in accordance with the provisions of the Rail Safety Act and associated regulations.
- 41.6 Direction to cease work may be given by a Company supervisor in consultation with the HSR provided:
 - 41.6.1 an issue concerning health or safety arises;
 - 41.6.2 the issue concerns work which involves an immediate threat to the health or safety of any person; and
 - 41.6.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the normal issue resolution process.
- 41.7 Where a direction to cease work has been given, alternative suitable duties shall be assigned to those Employees affected. No Employee shall leave the site unless instructed to do so by the Company.
- 41.8 Where alternative suitable duties are assigned refusal to work as directed by the Company may result in disciplinary action being taken in relation to such Employee(s) and may be unlawful industrial action under the ***Building and Construction Industry (Improving Productivity) Act 2016 (Cth)*** (as amended).
- 41.9 Disciplinary action (up to and including summary dismissal) may result if the Employee:
 - 41.9.1 injures or places himself, herself or others in danger of injury through a deliberate, unsafe or careless act; or
 - 41.9.2 deliberately tampers with safety equipment or devices; or
 - 41.9.3 fails to isolate equipment when isolation is required; or
 - 41.9.4 submits a false or misleading incident/injury report or workers' compensation claim; or
 - 41.9.5 does not wear required personal protective equipment in a designated area or as instructed; or
 - 41.9.6 fails to follow a safe work system, risk assessment, a safety procedure, or a direction in relation to a safe work system, risk assessment or safety procedure; or
 - 41.9.7 fails to immediately report a work-related injury, hazards in the workplace that may cause injury, illness or property damage or any health and safety incident which resulted in injury, illness or property damage; or
 - 41.9.8 operates plant or equipment or performs a task that requires specialised training, authorisation or certification without a valid licence, proper qualifications or authorisation; or
 - 41.9.9 bullies, discriminates, victimises, harasses, commits any act of violence, or engages in other unsafe conduct towards another person; or
 - 41.9.10 otherwise acts in contravention of the Company's health and safety requirements.

42. DISPUTES AND GRIEVANCE PROCEDURE

If there is a dispute arising from a matter dealt with by this Agreement or the National Employment Standards (except s.65(5) and s.76(4) of the FW Act), it shall be dealt with in the following manner:

- 42.1.1 as soon as practicable after the dispute or claim has arisen, the Employee concerned shall notify his or her immediate supervisor, affording that supervisor the opportunity to remedy the cause of the dispute or claim. The immediate supervisor will act promptly and cooperatively;
 - 42.1.2 if no resolution for the Employee's grievance is reached within four (4) working days or a mutually agreed period on completion of Step 1, then the Employee shall seek further discussions and attempt to resolve the grievance with the Project Manager as prescribed by the Company from time to time;
 - 42.1.3 if the matter has not been resolved within two (2) working days or a mutually agreed period on completion of Step 2, the Employee's grievance may be referred to the Company's Human Resources Manager and/or the relevant Business Manager, for resolution;
 - 42.1.4 if the matter is not resolved at this stage, the matter may be referred to FWC for conciliation and/or arbitration for resolution. The decision made by FWC shall be binding to both the Company and affected Employee(s).
 - 42.1.5 the Company reserves the right to be legally represented for all matters before FWC.
- 42.2 It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:
- 42.2.1 work shall continue as normal in accordance with this Agreement;
 - 42.2.2 no industrial action shall be organised, commenced or taken by any Employee;
 - 42.2.3 nothing in this Clause shall effect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
 - 42.2.4 the affected Employee(s) and the Company must co-operate to ensure that the dispute resolution procedures are carried out as expeditiously as is reasonably possible.
- 42.3 Safety issues shall be isolated from industrial matters and any issues relating to safety shall be dealt with in accordance with Company procedure and Clause 41 of this Agreement. Any safety issue arising from a matter dealt with by this Agreement, including the application of Clause 41 of this Agreement, may be dealt with in accordance with this Clause 42.
- 42.4 Final settlement of the dispute will not be prejudiced by continuance of work under the dispute and grievance procedure in this Agreement.
- 42.5 All parties are entitled to be represented by a person of their choice at any stage of this procedure or in relation to any matters dealt with under this procedure.
- 42.6 Any decision, order or suggested resolution of grievance under this Clause shall not be inconsistent with the *Code for the Tendering and Performance of Building*

Work 2016 and the Western Australia Building and Construction Industry Code of Conduct 2016 or legislative obligations.

43. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

- 43.1 The Company will provide the Employees, on commencement of employment or as otherwise specified in this Clause, with the following items of safety clothing which must be worn at all times (other than when inside a crib shed):
- 43.1.1 safety gloves;
 - 43.1.2 safety vest;
 - 43.1.3 safety footwear.
 - 43.1.4 four (4) pairs of long trousers;
 - 43.1.5 four (4) high visibility long sleeve shirts (an Employee who does not wish to be issued with long trousers will be provided with four (4) pairs of overalls instead of the trousers; and
 - 43.1.6 one (1) winter jacket for Employees employed as at 1 May (for the avoidance of doubt Employees will only be provided with one jacket during their employment with the Company).
- 43.2 At the Company's discretion the items referred to in Clause 43.1 will be replaced on a fair wear and tear basis provided they are produced to the Company for inspection.
- 43.3 At its discretion the Company shall supply safety clothing and any other protective equipment/materials as it determines relevant and the Employee shall be required to wear such clothing or equipment at all times as directed and/or as required by the Company. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this Clause may include verbal or written warnings, suspension without pay of up to one week and termination of employment.
- 43.4 An Employee who loses any part of the safety equipment provided must purchase a replacement item approved by the Company that he/she is required to have.
- 43.5 Except as provided by Clause 43.1, no safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst on the Project.

44. TOOLS

- 44.1 Employees that bring their own personal tools to a project must provide a list of the tools to the Company before any tools are taken onto the project. It is the responsibility of the Employee to keep this list updated and to provide the updated list/s to the Company.
- 44.2 The Company has the right to inspect the Employee's tools at regular intervals to ensure they are sufficient to undertake the Employees duties.
- 44.3 The Company shall provide suitable secure storage for Employee's tools.

45. UP SKILLING

- 45.1 At the absolute discretion of the Company, Employees may undertake 'up skilling' training.

45.2 Up skilling shall not lead to a reclassification of the Employee unless and until the new skills are required by the Project and the Employee is appointed in writing by the Company to a new position/classification or is requested to temporarily undertake higher duties at which time the provisions of Clause 14 will apply.

45.3 The Company shall allow Employees undertaking up skilling time off without loss of ordinary pay to attend off-the-job training.

46. PAYMENT OF WAGES

46.1 Payment shall be by direct deposit/electronic funds transfer on a weekly basis to a maximum of two (2) separate bank account(s) nominated by the Employee.

46.2 When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.

47. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE

47.1 Upon the Company providing written notification of an overpayment to an Employee, the Employee authorises the Company to deduct from any wages or any other entitlements payable, or owing to the Employee, any overpayments made in error to the Employee by the Company. Any overpayment will be deducted over a maximum of up to twelve (12) weeks or a reasonable period of time as agreed to by both parties.

48. INCOME PROTECTION

48.1 The Company will provide Employees with income protection via its Company initiated income protection scheme. The benefits of such income protection will be at the sole discretion of the Company.

49. SIGNATORIES

Signed for and on behalf of the Company

Name: Leon Izmirlian
Address: Level 3, 65 Pirrama Road, Pyrmont NSW 2009
Title: Group General Manager People

I am authorised by the Company to sign this Agreement on its behalf.

Signature: L. Izmirlian

Witness (signed): Aideen Gillies

Name: Aideen Gillies

Address of witness: Level 8, 67 Walters Drive, Osborne Park, WA 6017

Dated this 3 day of October 2017

AND

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union (WA)

Name: PHILIP WOODWARD
Address: 2/10 NASH STREET
Title: BRANCH SECRETARY

I am authorised by the Australian Rail, Tram and Bus Industry Union (WA) to sign this Agreement on its behalf.

Signature: [Signature]

Witness (signed): [Signature]

Name: CRAIG SVENDSEN

Address of witness: 6 TRIMDON ST WAGIN W.A 6315

Dated this 5th day of October 2017

AND

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

Name: Peter Carter
Address: 24/257 Balcatta Road Balcatta WA 6021
Title: State Secretary

I am authorised by the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia to sign this Agreement on its behalf.

Signature:



Witness (signed):



Name:

Andy Piddens

Address of witness

24/257 Balcatta Road Balcatta WA 6021

Dated this 4 day of October 2017

APPENDIX A – CLASSIFICATIONS AND WAGE RATES

- All qualifications will be in line with recognised AQF standards applicable to the position assigned
- All employees are required to hold and maintain the track access permit relevant to their role and the project they are engaged on

Level 1		
Communications	Signalling	OHW
Labourer Operative's Assistant Indicative Tasks: <ul style="list-style-type: none"> • Operates relevant hand tools, equipment and machinery associated with work area. • Undertakes pick up and deliveries. • General assistance to tradespersons, maintainers and other staff. • Drives light vehicles. 	Labourer Trades Assistant Indicative Tasks: <ul style="list-style-type: none"> • Perform and assist in a wide-range of non-trade tasks under direct supervision; • Climb and work on poles masts and support structures; • Dig trenches, lay conduits and/or cables • Erect and position mechanical equipment • Utilise relevant hand and power tools 	Entry Level, less than 2 years rail experience Indicative Tasks: <ul style="list-style-type: none"> • Performs general non-trade tasks as appropriate; • Perform routine maintenance and basic fault finding on vehicles and mechanical plant; • Operates relevant hand tools, equipment & machinery associated with work area; • Drives light vehicles; • Exercises safety within the workplace; • Performs measuring, lifting, loading, cleaning and manual handling; • Undertakes pick up and deliveries; • General assistance to tradespersons, maintainers and other staff on worksite, within the limits of training and competency
Level 2		
Communications	Signalling	OHW
Minimum 1 year experience in telecommunications industry, terminating communication cable and installation of communications equipment	Signal Maintainer <i>As for Level 1 plus:</i> Indicative Tasks:	Basic Rigger with OHW experience and 2+ years of rail experience <i>As for Level 1 plus:</i>

<p>As for Level 1 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Perform works on communications equipment, cabling and lines, including maintenance, installation and basic fault finding; • Digs trenches, lays cables. • Performs manual or machine assisted tasks incidental to maintenance role. • Keyboard operation. • Recognises basic quality standards / faults. 	<ul style="list-style-type: none"> • Work on C&CS (Communication and Controls Systems) maintenance activities either individually, in work groups or assisting tradespersons; • To carry out basic service restoration and maintenance tasks on power/mechanical signalling, level crossing protection equipment and overhead communications lines; • Perform basic maintenance function either individually or assisted; • Perform routine maintenance and basic fault finding on electrical signalling within level of training, competence and licencing requirements. 	<p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Performs specific manual or machine assisted cleaning, lifting, loading and unloading tasks. • Recognises basic quality standards/faults; • Digs trenches, lays cables • Performs manual or machine assisted tasks incidental to maintenance role • Perform specific cleaning tasks using manual or mechanised means; • Perform routine maintenance tasks on plant and equipment; • Keyboard operation
Level 3		
Communications	Signalling	OHW
<p>Operative undertaking telecommunications, installation and/or maintenance activities (construction, radio lines, mechanical aids)</p> <p>As for Level 2 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Perform general non-trade and trade support / assistance tasks under direct supervision either individually or assisting more senior staff, or in a team. • Provide on job instruction; • Climb and work on communication and power poles. • Provides and maintains records and documentation incidental to role. 	<p>Signal Maintainer</p> <p>As for Level 2 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Without direct supervision, perform service restoration, maintenance and fault finding activities on signalling systems and equipment, level crossing protection equipment, communications lines and cables; • May lead a small group or team; • Plan and prepare ground works, positioning and erecting; • Operate motor trucks, plant, machinery and vehicles safely; • Ensure the safe use and maintenance 	<p>Advanced Rigger with 2+ years OHW experience. Senior non trade employee</p> <p>As for Level 2 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Perform general non-trade and support/assistance tasks (exercising basic work skills) under direct supervision either individually or assisting more senior staff, or in a team to the level of training; • Performs routine maintenance, running repairs and basic fault finding to vehicles, mechanical plant, mobile cranes and other equipment as appropriate;

	<p>of power and other tools and equipment;</p> <ul style="list-style-type: none"> • Where required, assess and scope work/project requirements, plan work and run associated work programs; • Assist in the provision of signal maintainer training; • Provide direction and instruction to staff and contractors. 	<ul style="list-style-type: none"> • Climb and work on communication and power poles and signal masts; work in confined spaces; traverse perway and various railway reserve terrain in performance of duties; • Erect and position C & CS structures and mechanical equipment along the railway; • Operates relevant hand & power tools, equipment and machinery associated with work area including base radio; • Provides and maintains records and documentation incidental to the role; • Exercises and implements safety and quality procedures • Licensed, Certified and Qualified operation of fixed and mobile plant, motor trucks and cranes as appropriate; • Operates motor trucks and attachments, and other mechanical plant and equipment as required. • Assists in general office administration tasks; keyboard operation;
Level 4		
Communications	Signalling	OHW
<p>Communications Tradesperson with 3+ year of experience in Communication systems</p> <p><i>As for Level 3 plus:</i></p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Maintenance, reactive repair, fault diagnosis and analysis of voice and data systems; 	<p>Electrical Tradesperson including:</p> <ul style="list-style-type: none"> • Electrotechnology Tradesperson • Instrumentation Tradesperson • Linesperson/Cable Joiner Tradesperson • Metal Tradesperson with Engineering Construction Cert Level 3 <p><i>As for Level 3 plus:</i></p>	<p>Entry Level for OHW Tradesperson with no experience trade-qualified</p> <p><i>As for Level 3 plus:</i></p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Performs general non trade tasks and basic trade tasks, for the purposes of maintenance, running repairs and fault

<ul style="list-style-type: none"> • Application of trade skills and wider range industry specific communications / data system skills; • Installation and low level commissioning of equipment under direct supervision; • Exercise appropriate computer / keyboard skills; • Work from drawings / prints or plans. 	<p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Exercises trade skills and knowledge under limited supervision; • Perform non trade tasks incidental to the work; • Inspect equipment for conformity with operational standards; • Perform maintenance tasks on flashlight crossings and signalling systems under supervision; • Carry out electrical repair work. 	<p>finding to limit of training required for this level;</p> <ul style="list-style-type: none"> • Performs manual tasks and operates/adjusts machinery and equipment to perform a range of maintenance/repair tasks including welding & lifting, setting up and dismantling of scaffolding; • Undertakes running of repairs on a range of machines/works stations including cleaning and preventative maintenance; • Detects faults and where appropriate arrange rectification • Exercises and implements safety procedures and requirements; • Utilises computers, radio, communication equipment and associated technology to extend of training at this level; • Undertake general office administration duties at a higher than L3.
Level 5		
Communications	Signalling	OHW
<p>Communication Tradesperson – 3+ years' experience in different type of Communication system, Experience in commissioning of the Communication system</p> <p>As for Level 4 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Installation and low level commissioning of equipment without 	<p>Electrical Tradesperson Special Class Instrument Tradesperson Special Class Electronic/Communications Tradesperson Special Class</p> <p>As for Level 4 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Exercise appropriate computer / keyboard skills; 	<p>Experienced OHW Traction Tradesperson - 2+ years' experience</p> <p>As for Level 4 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Supervises, coordinates and guides individual or group activities • Understands and implements safety and quality control techniques;

<p>supervision;</p> <ul style="list-style-type: none"> • Provide on job instruction and training to other employees; • Act as lead on testing and commissioning of equipment and systems; • Able to manage discrete portions of larger projects such as scoping, design, costing or implementation with coaching from supervisors and managers. 	<ul style="list-style-type: none"> • Able to work from drawings, prints or plans; • Operate lifting equipment (not requiring a licence) incidental to the work; • Exercise trade skills and knowledge without supervision; • In accordance with skills, training and experience; assemble, install, repair, maintain, examine, inspect, test, measure, modify, undertake functional testing and fault finding on power signalling and level crossing protection including associated C&CS and equipment. 	<ul style="list-style-type: none"> • Performs, assists and supervises maintenance tasks as required; • Operates, controls and performs routine maintenance to complex specialised machinery; • Provides on-the-job training and supervision; • Plans, organises, leads and performs tasks in team; • Operates as required and performs or coordinates the necessary maintenance to relevant tools, equipment, plant and machinery, including driving vehicles or trucks where necessary; • Undertake general office administration duties at higher than L4 including inventory and stock control and record maintenance
Classification - Level 6		
Communications	Signalling	OHW
<p>Supervisor Leading Operative undertaking telecommunications, design, installation, maintenance activities and estimating</p> <p>As for Level 5 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Act as lead and provide planning on larger scale projects and commissioning works; • Undertake planning, determination of required resources and materials, preparation of cost estimates and 	<p>Tradesperson – Supervisor</p> <p>As for Level 5 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Where required, assess and scope work / project requirements, plan work and run associated work programs; • May lead work groups and supervise the work of external tradesperson / contractors; • May participate in the provision of Signal Technician training and assessment (e.g. Basic Electrical 	<p>Tradesperson – Supervisor</p> <p>As for Level 5 plus:</p> <p>Indicative Tasks:</p> <ul style="list-style-type: none"> • Supervises individual or groups and supervises other activities required; • Ensures maintenance work complies with operating and rail safety rules; • Performs trade and non-trade tasks as appropriate for role at this level; • Undertakes maintenance, inspection, construction and repair tasks within the limits of skills and training;

<p>setting of / monitoring against budget in relation to scopes of work;</p> <ul style="list-style-type: none"> • Documentation of relevant procedures and system specifications, as required; 	<p>Signalling course);</p> <ul style="list-style-type: none"> • Supervisory / team leader responsibilities, including field supervision of works; • Provision of technical guidance, direction and mentoring to signalling staff and contractors; • Undertake planning, determination of required resources and materials, preparation of estimates and setting of / monitoring against budget in relation to scopes of work. 	<ul style="list-style-type: none"> • Operates full range of on track equipment, plant tools and machinery needed to perform more complex maintenance tasks in signals, overhead or communications; • Plans, directs and coordinates complex specialised machinery; • Prepares and delivers on-the-job workplace assessment; • Performs necessary administrative tasks including documentation, maintaining records, performance management, inventory & stores duties, and other administrative and supervisory tasks as required for the allocated maintenance area; • Responsibility for groups or activities the classification criterion for which is specifically nominated at this level;
---	--	--

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/4809

Applicant: John Holland Pty Ltd


Undertaking- section 190

I, Aideen Gillies, Industrial Relations Manager WA of John Holland Pty Ltd give the following undertakings with respect to the John Holland Pty Ltd WA Communications, Signalling & OHW Agreement 2017 ("the Agreement"):

1. I have the authority given to me by John Holland to provide this undertaking in relation to this application before the Fair Work Commission.
2. John Holland undertakes for any period that an Employee is engaged as a Continuous Shift Worker as defined in Clause 2, will be a Shift Worker for the purposes of the NES and will be entitled to a pro-rata accrual of five (5) weeks annual leave.
3. John Holland undertakes that no Trainee with less than 12 months experience will be employed under the Agreement.

Employer name: John Holland

Authority to sign: Aideen Gillies

Signature: 

Date: 2 March 2018