



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Railtrain Pty Ltd
(AG2017/1419)

RAILTRAIN PTY LTD WA BELOW 26TH PARALLEL (SOUTH) ENTERPRISE AGREEMENT 2017

Rail industry

COMMISSIONER GREGORY

MELBOURNE, 17 MAY 2017

Application for approval of the Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2017.

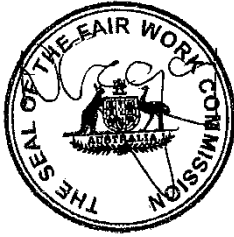
[1] An application has been made for approval of an enterprise agreement known as the *Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Railtrain Pty Ltd T/As Railtrain. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 May 2017. The nominal expiry date of the Agreement is 16 May 2021.



COMMISSIONER

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Tool Allowance – Rail/Civil Maintenance Tradesperson and Rail/Civil Construction Tradesperson

Railtrain undertakes that any employees engaged as a Rail/Civil Maintenance Tradesperson or a Rail/Civil Construction Tradesperson who is required to provide and maintain the tools ordinarily needed by that trade in the performance of work as a tradesperson will be paid a tool allowance of \$17.44 per week. This undertaking will form part of clause 7 "Additional Allowances" of the Agreement.

Meal Allowance – Rail/Civil Maintenance Worker Level 1 and Rail/Civil Construction Worker Level 1

Railtrain undertakes that any employees engaged as a Rail/Civil Maintenance Worker Level 1 or a Rail/Civil Construction Worker Level 1 who is directed to work more than two (2) hours' overtime in a minimum of ten (10) hours on duty they will either be supplied a meal or paid a meal allowance of \$15.91. This undertaking will form part of clause 7 "Additional Allowances" of the Agreement.

SIGNATURE

Signed on behalf of Railtrain Pty Ltd (ACN 145 155 666):

Signature on behalf of
the Employer

Brendan Williams

Name of person authorised
to sign

Date: 11/05/17

National Operations Manager

Authority to sign (position)

5/81 President Street Welshpool WA 6106

Address

Post Code

The information contained within this document and attachments is private and confidential and for the purpose of the recipient only. If you receive this document in error, please disregard and notify us by e-mail at admin@railtrain.net. You must not retain, distribute, disclose or otherwise use any information contained in the document.

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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 this agreement.

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



**RAILTRAIN PTY LTD
WA BELOW 26th PARALLEL
(South)**

**ENTERPRISE
AGREEMENT
2017**





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1. TITLE

This agreement shall be known as the *Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2017 (Agreement)*.

2. PARTIES BOUND AND APPLICATION OF AGREEMENT

2.1 This Agreement shall cover:

- (a) Railtrain Pty Ltd (ACN 145 155 666) (**Employer**); and
- (b) the Employees of the Employer employed in the classifications contained in clause 6 - Classifications and Wage Rates of this Agreement when performing:
 - (i) rail operations work;
 - (ii) rail maintenance work;
 - (iii) rail construction work; and
 - (iv) any ancillary maintenance and construction work relating to rail operations work, rail maintenance work and rail construction work,when engaged on work sites located below the 26th parallel (south) in the State of Western Australia (**Employees**).

3. PERIOD OF OPERATION

- 3.1 This Agreement will commence to operate in accordance with the *Fair Work Act 2009 (Cth) (FW Act)* being seven (7) days after the Fair Work Commission (**FWC**) makes a decision to approve the Agreement and it has a nominal expiry date of four (4) years from the date of decision approving the Agreement.
- 3.2 This Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the FW Act.

4. RELATIONSHIP TO OTHER WORKPLACE INSTRUMENTS

- 4.1 This Agreement operates to the exclusion of any otherwise applicable workplace instrument.
- 4.2 This Agreement replaces in its entirety the *Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2013*.

5. CONTRACT OF SERVICE

Types of Employment

- 5.1 Employees will be engaged on one of the following basis:
 - (a) full-time Employees;

- (b) part-time Employees;
- (c) fixed-term or project specific Employees; or
- (d) casual Employees.

Position of employment

- 5.2 The position of employment (classification) as set out in clause 6 and in Appendix 1 will be specified in each Employee's respective contract of employment or as otherwise specified in writing by the Employer at the commencement of their employment in accordance with:
- (a) the operational requirements of the Employer; and
 - (b) the Employee's trade and/or other qualifications, skills and experience.
- 5.3 The Employee will report to any person who may from time to time be designated for this purpose by the Employer.

Basis of employment

- 5.4 The basis of employment will be specified in each Employee's respective contract of employment or as otherwise specified in writing by the Employer at the commencement of their employment.

Full-time employment

- 5.5 Full-time Employees are engaged on the basis of a maximum ordinary hours of work of thirty-eight (38) hours per week plus reasonable additional hours.

Part-time employment

- 5.6 Part-time Employees are engaged to work less hours than a full-time Employee. The Employer must inform a part-time Employee of their ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate in accordance with clause 10.

Fixed-term or project specific employment

- 5.7 Employees may be engaged on a full-time basis for specified period of time, for a specified task or for the duration of a specified project, with no ongoing employment beyond that specified period of time, specified task or specified project.
- 5.8 However, at any time either the Employer or the Employee may end the employment relationship by giving notice in accordance with the terms of this Agreement.

Casual employment

- 5.9 A casual Employee is one engaged and paid in accordance with the provisions of clauses 5.10 to 5.14.
- 5.10 The Employer, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, the job to be performed, the classification level and the relevant rate of pay.
- 5.11 A casual Employee is entitled to payment for a minimum of four (4) hours' work per engagement.



- 5.12 A casual Employee must be paid a casual loading of twenty-five per cent (25%) on their base rate of pay for ordinary time worked. The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits, public holiday entitlements and other attributes of permanent employment (otherwise than provided for in this Agreement).
- 5.13 A casual Employee is entitled to the relevant penalty rates prescribed by clauses 10 - Overtime, 13 - Shiftwork and 18 – Public Holidays of this Agreement as the case may be, based on an all purpose hourly rate consisting of their applicable base rate of pay plus 25% casual loading.
- 5.14 For casual Employees, employment may be terminated by either party giving four (4) hours' notice, or payment in lieu by the Employer.

Probation

- 5.15 All new Employees will be engaged on a probationary period of three (3) months.
- 5.16 During this period, either party can terminate the employment by giving one (1) weeks' notice or payment in lieu of notice (other than casual Employees).
- 5.17 Where an Employee is promoted or transferred to a new job or position, the first three (3) months in that role will also be subject to a probationary period.

Duties

- 5.18 An Employee's duties and responsibilities may be varied by the Employer, provided that they are within the Employee's range of skills, qualification, competence and training as directed from time to time.
- 5.19 At all times in performing their duties and responsibilities, Employees are required to:
 - (a) comply with any lawful and reasonable direction given by the Employer;
 - (b) use their best endeavours;
 - (c) devote the whole of their time and attention to their work; and
 - (d) ensure the highest level of safe working practices are adhered to and maintained.

Stand Down

- 5.20 Notwithstanding any other provision in this Agreement, where an Employee cannot be usefully employed due to industrial action, where an employee is deemed not fit for work, or there is a breakdown of equipment or any stoppage of work over which the Employer cannot be reasonably held responsible, the Employer may stand down the Employee and seek authority to deduct or withhold payment for that period. This does not break continuity of employment for the purposes of any entitlements.

Fitness for Work

- 5.21 Employees must not be adversely affected by alcohol or drugs during working hours.
- 5.22 Employees must also be medically fit to perform work.
- 5.23 An Employee who is taking medication, or suffering from any condition, that may

affect or limit the Employee's ability to carry out work must advise his/her supervisor.

- 5.24 Employees may be required to undertake random or "for cause" medical, drug and alcohol testing. Where an Employee is deemed unfit for work or returns a positive test or fails to undertake a test he/she will be suspended without pay until such time as the Employee is deemed fit for work or the Employment is terminated. Where there is a positive result any subsequent tests to determine fitness for work will be at the Employee's expense.

6. CLASSIFICATIONS AND WAGE RATES

- 6.1 Employees engaged in work covered by this Agreement will be paid in accordance with the following classifications with relevant descriptions contained in Appendix 1.

Classification	Base Rate of Pay (per hour)
Railway Worker Level 1	\$18.95
Railway Worker Level 2	\$20.11
Railway Worker Level 3	\$22.26
Railway Worker Level 4	\$24.42
Railway Worker Level 5	\$26.74
Railway Worker Level 6	\$28.59
Railway Worker Level 7	\$30.60
Railway Worker Level 8	\$32.73

Classification	Base Rate of Pay (per hour)
Rail/Civil Maintenance Worker Level 1	\$18.95
Rail/Civil Maintenance Worker Level 2	\$20.11
Rail/Civil Maintenance Worker Level 3	\$22.26
Rail/Civil Maintenance Worker Level 4	\$24.42
Rail/Civil Maintenance Worker Level 5	\$26.74
Rail/Civil Maintenance Tradesperson	\$28.59

Classification	Base Rate of Pay (per hour)
Rail/Civil Construction Worker Level 1	\$18.95
Rail/Civil Construction Worker Level 2	\$20.11
Rail/Civil Construction Worker Level 3	\$22.26
Rail/Civil Construction Worker Level 4	\$24.42
Rail/Civil Construction Worker Level 5	\$26.74
Rail/Civil Construction Tradesperson	\$28.59

- 6.2 Classification descriptions are contained in Appendix 1.
- 6.3 The wage rates set out in this clause 6 must at least meet the applicable Modern Award Minimum Wages rates at all times.

Payment of wages

- 6.4 Wages will normally be paid on a fortnightly basis by electronic fund transfer to an acceptable financial institution nominated by the Employee.
- 6.5 The Employer may seek an authorisation to deduct from an Employee's wages (or any monies owing) any overpayment of remuneration or any amount provided for by this Agreement or any amount agreed in advance with the Employee, in accordance with the FW Act.

7. ADDITIONAL ALLOWANCES

Leading hand allowance

- 7.1 In addition to the base rate of pay for his/her classification a leading hand appointed in writing as such by the Employer, shall be paid one of the following allowances, per week, in accordance with the table below:

Number of employees supervised	Upon commencement of this Agreement:
If placed in charge of not less than three and not more than ten (10) other Employees	\$35.00 per week
If placed in charge of more than ten (10) other	\$45.00 per week

First aid allowance

- 7.2 An Employee who holds the appropriate first aid qualifications (St John Ambulance Workplace First Aid and Advanced Resuscitation or Australian Red Cross Intermediate First Aid) and is appointed in writing by the Employer to perform first aid

duties in addition to their usual duties, shall be paid a flat allowance of \$14.88 per week in addition to their base rate of pay.

8. DISTANCE WORK AND LIVING AWAY FROM HOME

Qualification

8.1 This clause shall apply when:

- (a) an Employee is employed on work site rail operations, rail/civil maintenance work and rail/civil construction work at such a distance from the Employee's usual place of residence that the Employee cannot reasonably return to that place each night;
- (b) the Employee is not in receipt of relocation benefits; and
- (c) the Employee has provided the Employer with details of their usual place of residence in accordance with clause 8.2.

Employee's usual place of residence

8.2 On engagement, an Employee must provide the Employer with details of their usual place of residence at the time of application and reasonable documentary proof of those details. No subsequent change of address will entitle an Employee to the provisions of this clause unless the Employer agrees.

8.3 The Employee is not entitled to any payment or other benefit under this clause if the Employee has knowingly made a false statement regarding the details required in clause 8.2.

Entitlement

8.4 Where an Employee qualifies under clause 8.1 the Employer will:

- (a) provide the Employee with reasonable board and lodging in a well kept establishment with three (3) adequate meals each day; and
- (b) where an Employee is required to reside near the project site, provide all board and accommodation free of charge; or
- (c) if the Employer so agrees, pay a living away from home allowance (**LAFHA**) to be determined by the Employer on a project by project basis at the sole discretion of the Employer.

8.5 LAFHA is not payable for any day on which the Employee is not ready, willing and available to work in accordance with this Agreement or because of industrial action.

Travelling

8.6 An Employee who is engaged for project site work which qualifies the Employee for the provisions of this clause will be entitled to the following benefits on mobilisation and demobilisation.

8.7 The Employee will be provided with appropriate transport to and from the project site.

8.8 Where an Employee is required to travel to or from the project site during rostered

working hours, the Employee will be entitled to be paid for the time spent travelling during the rostered working hours.

- 8.9 An Employee is not entitled to be paid for time spent travelling where travel falls outside of rostered working hours (for example, an Employee will not be entitled to be paid for time spent travelling to the project site either before the start of a roster or after the completion of a roster).

Accommodation

- 8.10 Where Employees are provided with accommodation they are required to comply with the relevant rules for that establishment/project site.

9. HOURS OF WORK

- 9.1 Except as provided in clause 13 – Shiftwork, Ordinary Hours for full-time Employees will not exceed an average of thirty-eight (38) per week plus reasonable additional hours averaged over a period of twenty-six (26) weeks.
- 9.2 Ordinary Hours shall be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday (**Ordinary Hours**). The pattern of working hours within the spread of Ordinary Hours may be altered by agreement with an individual Employee or with the majority of Employees at the site, section or sections concerned.
- 9.3 Ordinary Hours shall not exceed ten (10) hours on any day.
- 9.4 Where the Employer wishes to vary the pattern of working hours within the spread of Ordinary Hours, it shall seek the agreement of the Employees involved. Failing agreement, the Employer shall give those Employees one (1) weeks' notice of the change, including consultation with Employees in accordance with clause 27.

10. OVERTIME

- 10.1 In computing overtime, each day shall stand alone.
- 10.2 Subject to the provisions of this clause, all work done beyond the Ordinary Hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half (1.5 times) for the first two (2) hours and double time (2 times) thereafter.
- 10.3 Overtime performed on:
- (a) Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half (1.5 times) for the first two (2) hours and double time (2 times) thereafter;
 - (b) Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time (2 times); or
 - (c) Public holidays shall be paid for at the rate of double time and a half (2.5 times).

Working of overtime

- 10.4 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten (10) consecutive hours off duty between the work of successive days.
- 10.5 An Employee (other than a casual Employee) who works so much overtime between

the termination of the Employee's ordinary work on one (1) day and the commencement of the Employee's ordinary work on the next day so that the Employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 10.6 If, on instructions of the Employer, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, the Employee shall be paid at double rates (2 times) until released from duty and shall then be entitled to be absent for such period of ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Withdrawal of overtime

- 10.7 The Employer may withdraw overtime (including rostered overtime) on any day where the Employee(s) concerned have been stood down because they cannot be usefully employed because of any breakdown in machinery or any stoppage of work by any cause for which the Employer cannot be reasonably held responsible or because of industrial action.

Recall

- 10.8 When an Employee is recalled to work after leaving the job:
- (a) the Employee shall be paid for at least three (3) hours at overtime rates; and
 - (b) time reasonably spent in getting to and from work shall be counted as time worked.
- 10.9 When an Employee is instructed by the Employer to hold in readiness at the Employee's place of residence or other agreed place of residence for a call to work after Ordinary Hours, the Employee shall be paid at their base rate of pay for the time the Employee so holds in readiness.

11. MEAL AND CRIB BREAKS

Meal breaks

- 11.1 The Employer shall structure the working hours to include a thirty (30) minute unpaid meal break to be commenced within the first six (6) hours of work, provided that this may be extended upon agreement between an Employee, or group of Employees, and the Employer.
- 11.2 If the Employee is working shiftwork in accordance with clause 13 – Shiftwork, then in lieu of the meal break in clause 11.1, the Employee is entitled to a twenty (20) minute meal break paid at their base rate of pay.
- 11.3 An Employee, employed as a maintenance person, shall work during meal breaks and be paid at their base rate of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- 11.4 A morning tea break paid at the base rate of pay will be allowed to each Employee, provided that such break shall not exceed ten (10) minutes duration.

- 11.5 The Employer may stagger the times for Employees to take meal and tea breaks to meet operational requirements.

Overtime crib breaks

- 11.6 An Employee required to work two (2) or more hours overtime after the completion of Ordinary Hours on any day shall be entitled to:
- (a) a twenty (20) minute crib break immediately after the completion of Ordinary Hours paid at the base rate of pay; and
 - (b) thereafter, a thirty (30) minute crib break after each four (4) hours of continuous work paid at the appropriate overtime rate.
- 11.7 If an Employee remains at work after the completion of Ordinary Hours without taking a twenty (20) minute crib break and continues to work for a period of two (2) hours or more, the Employee will be regarded as having worked twenty (20) minutes more than the time worked and be paid accordingly.
- 11.8 For the purpose of this clause, the completion of Ordinary Hours is at the end of Ordinary Hours inclusive of any time worked for the purpose of accruing rostered days off.

12. PROJECT WORKING HOURS

Alternative working hours

- 12.1 An Employee may be required to work on a project site or part of a project site that has alternative working hours arrangements. This may include a set roster made up of Ordinary Hours and regular rostered overtime.
- 12.2 If, in such a case, the Employer elects to roster the Employee on an alternative working hours arrangement, for that Employee whilst so engaged, ordinary hours for all purposes of this Agreement will not exceed the particular project working hours per week over a specified roster cycle.

RDOs

- 12.3 An Employee may be required to work on a project site or part of a project site on which hours are arranged on a system which provides Employees the opportunity to accrue rostered days off (RDO).
- 12.4 The accrual of RDOs will be subject to prevailing project terms and conditions at the applicable project. An Employee will not accrue RDOs unless specifically designated and authorised by the Employer to accrue RDOs.

13. SHIFTWORK

- 13.1 Shiftwork is any arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours 6.00am – 6.00pm Monday to Friday and when Employees are working as such.
- 13.2 The Employer has the right to direct Employees to work shiftwork as required. Prior to the commencement of shiftwork, the Employer shall seek the agreement of the Employees involved. Failing agreement, the Employer will provide to the Employees concerned one (1) weeks' notice of the commencement of shiftwork and the starting

and finishing times of Ordinary Hours of the shifts, including consultation with Employees in accordance with clause 27.

Hours of work

- 13.3 Ordinary hours for Employees working shiftwork will not exceed an average of thirty-eight (38) per week plus reasonable additional hours averaged over a period of twenty-six (26) weeks.
- 13.4 Ordinary hours for Employees working shiftwork shall not exceed ten (10) hours on any day. Provided that by agreement between the Employer and the majority of Employees at the project site, section or sections concerned, ordinary hours shall not exceed twelve (12) hours on any day.

Rates

- 13.5 An Employee working shiftwork shall receive a flat loading of twenty-five per cent (25%) of their ordinary time hourly rate for each hour worked.
- 13.6 Provided that all work performed on a shift, when the major portion of such shift falls on a Saturday, Sunday or public holiday, shall be paid for as follows:
- (a) Saturday - at the rate of time and one half (1.5 times) for the first two (2) hours and double time (2 times) thereafter;
 - (b) Sunday - at the rate of time double time (2 times); and
 - (c) Public Holiday - at the rate of double time and a half (2.5 times).
- 13.7 The Public Holiday rate in clause 13.6(c) will be payable on any Public Holiday mentioned in clause 18.1. However, where a Public Holiday has an additional day or substituted day declared by or under a law of Western Australia, the Public Holiday rate in clause 13.6(c) will only be payable on the declared additional day or substituted day.
- 13.8 The rates specified in clause 13.6 shall be paid in lieu of the shift loading prescribed in clause 13.5.

Overtime

- 13.9 All time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time (2 times), except where an Employee is called upon to work a sixth (6th) shift in not more than one (1) week in any four (4) weeks, when the Employee shall be paid for such shift at time and a half (1.5 times) for the first four (4) hours and double time (2 times) thereafter.
- 13.10 Time worked in excess of the ordinary working hours shall be paid for at the base rate of pay:
- (a) if it is due to private arrangements between the Employees themselves;
 - (b) if it does not exceed two (2) hours and is due to a relieving Employee not coming on duty at the proper time; or
 - (c) if it is for the purpose of effecting the customary rotation of shifts.

Definition for purpose of 5th week of annual leave

- 13.11 For the purpose of the additional week of leave provided by the National Employment Standards (NES) (see clause 15.2 - Annual Leave), a shiftworker means a 'continuous shift worker'.
- 13.12 A 'continuous shift worker' is a full-time Employee who is:
- (a) engaged to work in a system of consecutive shifts throughout twenty-four (24) hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer);
 - (b) regularly rostered to work those shifts; and
 - (c) regularly works on Sundays and public holidays.

14. PROTECTIVE EQUIPMENT AND CLOTHING

- 14.1 All Employees shall be issued with appropriate protective equipment.
- 14.2 Employees (other than casuals) engaged for one (1) week or more pursuant to this Agreement shall be given an issue of one (1) pair of safety footwear and three (3) sets of work clothing (pants/shorts or overalls) unless the Employee has previously been given an issue of boots or clothing by the Employer within the previous twelve (12) months and the issue is still in good condition. The clothing issue will be provided within one (1) month of commencing.
- 14.3 Casual Employees engaged for one (1) week or more pursuant to this Agreement shall be issued the same safety footwear and work clothing as other Employees except that casual Employees will receive two (2) sets of work clothing.
- 14.4 In addition to the above Employees (other than casuals) who are engaged for longer than four (4) weeks between 1 April and 31 August in any year shall be entitled to a one-off issue of a good quality cotton work jacket.
- 14.5 Consistent with the instructions provided during any project site orientation and induction process, protective clothing and equipment must be worn correctly at all times and helmets must not be painted, drilled or modified in any way.
- 14.6 Re-issue of the specified clothing shall be on the basis of fair wear and tear provided the worn out item(s) is produced for replacement.

15. ANNUAL LEAVE

- 15.1 Annual leave is provided for in the NES.
- 15.2 For each year of service the NES entitles Employees to:
- (a) Four (4) weeks of paid annual leave; or
 - (b) Five (5) weeks of paid annual leave if the Employee is a shiftworker. For this purpose a shiftworker means a continuous shift worker as defined in clause 13.12 – Shiftwork of this Agreement.
- 15.3 Under the NES, annual leave accrues progressively during a year of service according to the employee's Ordinary Hours of work and accumulates from year to

year. Annual leave does not accrue during any period of unpaid leave, unauthorised absence or workers' compensation.

- 15.4 Annual leave can be taken by agreement between the Employer and Employee following a request by the Employee to take accrued annual leave. Leave approval is subject to the operational requirements of the workplace but shall not be unreasonably withheld.
- 15.5 The Employer may also require an Employee to take accrued annual leave:
- (a) by giving a minimum of two (2) weeks' notice; or
 - (b) where the Employer shuts down all or any part of the business;
- providing that the requirement to take leave is reasonable in the circumstances.
- 15.6 If, where the Employer shuts down all or any part of the business, an Employee does not have sufficient accrued leave he/she may be required to take leave without pay.
- 15.7 Annual leave is paid at the base rate of pay. Employees are not entitled to annual leave loading.
- 15.8 By written agreement with the Employer, an Employee may elect to cash out part of his/her accrued annual leave entitlement each twelve (12) months, provided that:
- (a) paid annual leave cannot be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate written agreement in writing between the Employer and the Employee; and
 - (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.
- 15.9 This clause shall not apply to casual Employees.

16: PERSONAL/CARER'S LEAVE

- 16.1 Personal/carer's leave entitlements are provided for in the NES.

Paid personal/carer's leave

- 16.2 The NES entitles Employees (other than casual Employees) to ten (10) days of paid personal/carer's leave for each year of service.
- 16.3 Under the NES, paid personal/carer's leave accrues progressively during a year of service according to the Employee's Ordinary Hours of work and accumulates from year to year. Paid personal/carer's leave does not accrue during any period of unpaid leave, unauthorised absence or workers' compensation.
- 16.4 Under the NES, paid personal/carer's leave may only be taken:
- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

Workers' compensation exclusion

- 16.13 An Employee is not entitled to take paid or unpaid personal/carer's leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers' compensation.

17. COMPASSIONATE LEAVE

- 17.1 Compassionate leave entitlements are provided for in the NES.
- 17.2 The NES entitles Employees (including casual Employees) to two (2) days of compassionate leave for each occasion (a ***permissible occasion***) when a member of their immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.

Permissible occasions

- 17.3 Under the NES:
- (a) an Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 17.2; or
 - (ii) after the death of the member of the Employee's immediate family or household referred to in clause 17.2.
 - (b) an Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous two (2) day period; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods to which the Employee and the Employer agree.
 - (c) if the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Payment

- 17.4 Under the NES:
- (a) an Employee (other than a casual Employee) shall be paid for any period of compassionate leave at the Employee's base rate of pay for the Employee's



- (b) 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:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

16.5 Paid personal/carer's leave may not be taken in advance of accrual.

16.6 Under the NES, an Employee (other than a casual Employee) shall be paid for any period of paid personal/carer's leave at the Employee's base rate of pay for the Employee's Ordinary Hours of work in the period.

Unpaid carer's leave

16.7 Unpaid carer's leave entitlements are provided for in the NES.

16.8 The NES entitles Employees (including casual Employees) to two (2) days of unpaid carer's leave for each occasion (***a permissible occasion***) when a member of their immediate family or household, requires care or support because of:

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

16.9 Under the NES:

- (a) an Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 16.10;
- (b) an Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to two (2) days; or
 - (ii) any separate periods to which the Employee and the Employer agree;
- (c) an Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

Notice and evidence requirements (paid and unpaid personal/carer's leave)

16.10 An Employee who is unable to attend work must notify the Employer as soon as practicable of his/her inability to attend work, the estimated duration of the absence and the reason for the absence. Generally this should occur before the commencement of the Employee's shift.

16.11 An Employee who has given notice of the taking of personal/carer's leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for the specified reason.

16.12 An Employee is not entitled to take paid or unpaid personal/carer's leave under the NES unless the Employee complies with these notice and evidence requirements.

Ordinary Hours of work in the period.

- (b) for casual Employees, compassionate leave is unpaid leave.

Notice and evidence requirements

- 17.5 An Employee who wishes to take compassionate leave must notify the Employer as soon as practicable of the reason for and estimated period of the leave. Generally this should occur before the commencement of the Employee's shift.
- 17.6 An Employee who has given notice of the taking of compassionate leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for that reason.
- 17.7 An Employee is not entitled to take compassionate leave under the NES unless the Employee complies with the notice and evidence requirements in this Agreement.

Workers' compensation exclusion

- 17.8 An Employee is not entitled to take compassionate leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers' compensation.

18. PUBLIC HOLIDAYS

- 18.1 The following days shall be observed as public holidays (**Public Holidays**):

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) Labour Day;
- (g) Foundation Day;
- (h) Sovereign's Birthday;
- (i) Christmas Day (25 December); and
- (j) Boxing Day (26 December),

provided that, if any other day declared by or under a law of Western Australia is generally observed in a locality as an additional day or as a substitute day for any of the said holidays, the additional day shall also be observed or the day so substituted shall be observed.

- 18.2 Employees (other than casual Employees) who, because it is a Public Holiday, are not required to work on a day on which they are normally required to work will be paid for the Ordinary Hours normally worked on that day up to a maximum of 7.6 hours.

19. LONG SERVICE LEAVE

Long service leave entitlements are provided for in applicable legislation.

20. PARENTAL LEAVE

Parental leave entitlements are provided for in the NES.

21. COMMUNITY SERVICE LEAVE

Unpaid leave for voluntary emergency management activities and leave for jury service are provided for in the NES.

22. SUPERANNUATION

22.1 Where eligible, the Employer will make minimum employer superannuation contributions on behalf of the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth) (SGA)* into a superannuation fund nominated by the Employee.

22.2 Where an Employee fails to make an election under clause 22.1, the default superannuation fund will be "Australian Super" which is an authorised MySuper product by the Australian Prudential Regulation Authority.

22.3 For full-time Employees, the "ordinary time earnings" for the purposes of the SGA is paid at the base rate of pay for the Ordinary Hours (38 hours per week).

22.4 For casual Employees, the "ordinary time earnings" for the purposes of the SGA is paid at the base rate of pay (inclusive of 25% casual loading) for the actual hours of work.

22.5 To the extent permitted by law, in the case of an Employee on workers' compensation, superannuation contributions will be paid up until the last day worked.

Voluntary employee contributions

22.6 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as referred to in clauses 22.1 or 22.2.

23. TERMINATION OF EMPLOYMENT

23.1 Except in the case of casual Employees, the contract of employment may be terminated at any time by:

- (a) the Employer giving the Employee written notice in accordance with the table below; or
- (b) the Employee giving the Employer notice in accordance with the table below:

Employee's period of continuous employment	Period of notice
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

- 23.2 The period of notice to be given by the Employer is increased by one (1) week if the Employee is over forty-five (45) years of age and has completed at least two (2) year's continuous service with the Employer. The Employee will not be required to provide additional notice because of age.
- 23.3 Instead of providing notice, the Employer may provide the Employee with payment in lieu of notice for the period of notice not provided. Payment shall be the total of all amounts that, if the employment had continued until the end of the required notice period, the Employer would have become liable to pay.
- 23.4 Where the Employee fails to provide the required notice, the Employer may seek to recover any monies from the Employee for an amount equivalent to the period of notice not provided.
- 23.5 This clause does not operate so as to prevent an Employee and the Employer from agreeing to accept a greater or lesser amount of notice period when terminating the contract.
- 23.6 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct, and in such case wages shall be paid up to the time of dismissal only.

Return of property

- 23.7 On the termination of employment, the Employee must return all Employer property prior to receiving any final payments.

Abandonment

- 23.8 In the event that an Employee is absent for more than three (3) consecutive working days without notifying the Employer and is unavailable for contact by Employer representatives, then the Employer will assume that the Employee has abandoned their employment and will consider the contract of employment to have been terminated at the initiative of the Employee effective from the last day of work attended.

24. REDUNDANCY

- 24.1 Redundancy entitlements are provided for in the NES.

25. DISPUTE SETTLEMENT PROCEDURE

- 25.1 If a dispute arises about the meaning or application of this Agreement or the NES, the parties agree that, in the first instance, they will attempt to resolve the dispute at the workplace level, by discussions between the Employee and the relevant supervisors and/or management.
- 25.2 An Employee may appoint a representative for the purposes of the procedures in this clause.
- 25.3 The procedure to be followed is:
- (a) The Employee must contact their immediate supervisor and inform him/her of

the concern. If required, the supervisor will arrange a meeting to discuss the matter further. The Employee must detail what their concern is and how it is impacting on them. The supervisor will provide a response to the matter raised.

- (b) If the Employee does not consider the matter to be resolved, he/she may request that the matter be further considered by relevant management. The supervisor will arrange a meeting with relevant management. The Employee will be asked to provide the reason(s) why they do not consider the matter to be resolved. The relevant management will provide a response to the matter.
 - (c) If the Employee still does not consider the matter to be resolved, he/she may request the matter be reviewed by the Employer's general manager. The relevant management will arrange for the Employee to meet with the Employer's general manager. During the meeting, the Employee must explain what their concern is, and why they do not consider the matter to be resolved. The Employer's general manager will provide a response to the Employee.
- 25.4 If the matter remains unresolved at the conclusion of 25.3(c) above, either the Employee or the Employer may refer the matter to the FWC for mediation or conciliation.
- 25.5 The FWC will attempt to resolve the dispute as it considers appropriate, by mediation or conciliation (including by private conference). During the mediation and conciliation state, the FWC has the power to dismiss a matter if the FWC forms the view that:
- (a) The application is trivial or frivolous;
 - (b) The matter is incapable of resolution within a timeframe the FWC considers reasonable; or
 - (c) The Employee or its representative is acting unreasonably in failing to resolve the dispute.
- 25.6 Subject to all of the preceding steps set out in subclauses 25.1 to 25.5 having being completed, the FWC may only arbitrate the dispute if at the time of the dispute, each party to the dispute including:
- (a) the relevant Employee(s);
 - (b) any Employee(s) representative; and
 - (c) the Employer
- all agree in writing to authorise the FWC to arbitrate the dispute.
- 25.7 Any decision made by the FWC in relation to the arbitration of the dispute will only be binding on the parties if at the time of the dispute and prior to the arbitration, each party to the dispute including:
- (a) the relevant Employee(s);
 - (b) any Employee(s) representative; and
 - (c) the Employer
- all agree in writing to be bound by the arbitrated decision of the FWC.
- 25.8 Any arbitrated decision by the FWC is subject to the Employer exercising a right of appeal against the arbitrated decision of the FWC to the Full Bench of the FWC under

the FW Act.

25.9 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) The Employee must continue to perform his or her work as he or she would normally; and
- (b) The Employee must comply with any directions given by the Employer to perform other available work at the same workplace, or at another workplace.

25.10 If a dispute is arbitrated under this clause, any decision of the FWC arbiter must be consistent with the *Code for the Tendering and Performance of Building Work 2016*.

26. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

26.1 The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement (in relation to the Employer and the Employee), in order to meet the genuine needs of the Employer and the Employee.

26.2 The IFA must be genuinely agreed to by the Employer and the Employee.

Terms which may be varied

26.3 The terms of this Agreement the effect of which may be varied by an IFA are the following:

- (a) Clause 7 – Additional Allowances;
- (b) Clause 9 – Hours of work;
- (c) Clause 10 – Overtime (and penalty rates);
- (d) Clause 11 – Meal and crib breaks; and
- (e) Clause 13 – Shiftwork.

The Employer must ensure

26.4 The Employer must ensure that:

- (a) the IFA is in writing;
- (b) the IFA includes the name of the Employer and the Employee;
- (c) the IFA includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA;
 - (ii) how the IFA will vary the effect of the terms of the Agreement; 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 IFA;
- (d) the IFA states the day on which the IFA commences;
- (e) the IFA is about matters that would be permitted matters under section 172 of

the FW Act;

- (f) the IFA does not include a term that would be an unlawful term under section 194 of the FW Act;
- (g) the IFA is signed in all cases by the Employer and the Employee (and if the Employee is under eighteen (18) years of age by a parent or guardian of the Employee); and
- (h) a copy of the IFA is given to the Employee within fourteen (14) days after it is agreed to.

26.5 The Employer or the Employee may terminate the IFA:

- (a) by either the Employer or the Employee giving twenty-eight (28) days written notice; or
- (b) if the Employer and Employee agree in writing — at any time.

27. CONSULTATION TERM

27.1 The Agreement adopts the model consultation term set out in Schedule 2.3 of the *Fair Work Regulations 2009* (Cth).

28. NO EXTRA CLAIMS

28.1 During the term of this Agreement there shall be no extra claims for any changes in remuneration or conditions of employment. The Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship between the Employer and its Employees.

28.2 The wages, allowances, payments, conditions etc. as detailed in this Agreement are acknowledged and recognised as covering all circumstances, conditions and disabilities encountered.

28.3 The Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act.

SIGNATURES

Employer

Signed for and on behalf of Railtrain Pty Ltd (ACN 145 155 666)



Signature on behalf of
the Employer

Brendan Williams

Name of person authorised
to sign

Date: 24/04/2017

National Operations Manager

Position

Care of Railtrain 5/87 President Street

Address

Welshpool WA

Post Code

6106

For Employees

Signed on behalf of the Employees covered by this Agreement



Signature of
Employee Representative

DAVID PADFIELD

Name of Employee

Date: 24/4/2017

Authority to sign (position): RAILWORKER L3

CARE OF RAILTRAIN

Address

5/87 PRESIDENT STREET
WELSHPOOL WA

6106

Post Code

APPENDIX 1

Railway workers

Railway Worker – Level 1

An Employee engaged for less than three (3) months. An Employee at this level performs routine duties essentially of a manual nature and to the level of their training which include:

- Performing general rail related labouring and cleaning duties.
- Working under direct supervision.
- Undertake induction and basic training in perway activities and understanding of the nature of the perway to enable them to work at a higher level.
- Use of small non-powered hand tools.
- Basic tasks e.g. clean up, packing up.
- Has general environmental awareness.
- Practices Occupational Safety and Health and Rail Safety requirements in the work place.
- Observes and applies all relevant rules, regulations, and instructions including attendance policies and instructions, rostered hours, wearing protective clothing, footwear and equipment, and safety and safeworking notices or instructions.

Railway Worker – Level 2

An Employee at this level will:

Have achieved and demonstrated competencies of Level 1+

- Work in accordance with standard operating procedures and established criteria.
- Follow safe work practices and can report workplace hazards.
- Work under limited supervision.
- Practice Occupational Safety and Health and Rail Safety requirements in the work place.
- Ability to drive a class C vehicle.
- Maintain necessary records.

Indicative tasks may include:

- Able to competently operate the majority of the following small tools and equipment: sledge hammers, pan pullers, rail saws and sleeper drills, manual rail jacks, generators and compressors.
- Use of light powered equipment excluding rotabroach, friction saw, and profile grinder
- Ability to work to a basic workplace standard.
- May act as a Lookout.
- Basic fettling skill.

Railway Worker – Level 3

An Employee at this level will:

Have achieved and demonstrated competencies of Level 2+

- Be responsible for the quality of their own work subject to routine supervision.
- Works under general supervision or works individually in a team to the level of training.
- Exercise discretion within their level of skills and training.
- Assist in the provision of on-the-job training.

Indicative tasks may include:

- Able to competently operate the majority of the following small tools and equipment: power operated spike puller, clip applicator, spike driver, hand tampers.
- Use of light powered equipment excluding rotabroach, friction saw, excluding profile grinder.
- May act as a welders off-sider including basic understanding of oxy cutting and assist with aluminothermic and or flashbutt welding process
- Will act as a lookout and or provide basic safeworking in accordance with relevant railway operating rules.
- Workplace communication i.e. operate two way radio.
- May operate trucks requiring MR class licences.
- Performs basic routine maintenance to vehicles/plant.
- Provide mentoring support for level 1 and 2 level Employees.
- Practices Occupational Safety and Health and Rail Safety requirements in the work place.

Railway Worker – Level 4

An Employee at this level will:

Have achieved and demonstrated competencies of Level 3+

- Understands and applies quality control techniques.
- Exercises good interpersonal and communication skills.
- Exercises discretion within the scope of this level.
- Performs work under limited supervision either individually or in a team environment.
- Operates lifting equipment incidental to their work.
- Performs non-trade tasks incidental to their work.
- Inspects products and/or materials for conformity with established operational standards.
- Ability to take possession of track.

Indicative tasks may include:

- Operate a range of railway construction mid-range plant including: gemcos, tie crane, scarifiers, rail lifting jack rail threader and pettibone crane.
- Rail grinding both underfoot/profile and using cutting equipment to cut rail.
- Shunt rolling stock.

- Inspection and conduct minor repairs to rollingstock.
- Communicate with Train Control.
- Taking full possession of track in line with railway operating rules.
- Holds a certificate of competency for slewing mobile cranes up to 20 tonnes.
- Rigger or scaffolder holding an advanced certification.
- Operate Mobile plant e.g. front end loader, back hoe, excavator.
- Performs aluminothermic welding on an irregular basis.
- Identify, report and repair minor railway faults.
- Provide safe working in accordance with the relevant railway operating rules.
- Operation rigid body trucks requiring MR Licence

Railway Worker – Level 5

An Employee at this level will:

Have achieved and demonstrated competencies of Level 4+

- Supervise non-trades staff or have experience in their trade stream.
- Provides limited technical guidance.
- May hold a Certificate of Competency for mainline track machine under client's operating system.
- Operate locomotives or work trains within yards and mainline environment.

Indicative tasks may include:

- Routine maintenance and servicing work.
- Able to operate a majority of equipment as specified lower levels.
- Operate major items of track construction equipment including: pony express, tamper or regulator.
- Regular aluminothermic welding or truck driver (regular).
- As a minimum requirement undertake one of the following:
 - Operate mid-range plant e.g. Gemco, vibratool, scarifier; or
 - Operate Mobile plant e.g. front end loader, back hoe, excavator
- Identify, report and repair minor railway faults.
- Able to perform leading hand type duties within the above skill set.
- Promotes teamwork.
- Applies standards and QA techniques.
- Understands and implements basic Emergency procedures.
- Implements Occupational Safety and Health and Rail Safety requirements in the work place.
- Drive Locomotives on Heavy Haul trains < 8000tonnes on 2 man trains.

Railway Worker – Level 6

An Employee at this level will:

Have achieved and demonstrated competencies of Level 5+

- Be able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level.

- Is able to provide guidance and assistance as part of a work team.
- Provides training in conjunction with supervisors and trainers.
- Understands and implements quality control techniques.
- Works under limited supervision either individually or in a team environment.
- Operates lifting equipment incidental to their work.
- Operate locomotive or work trains within yards and mainline environment.

Indicative tasks may include:

- Travel and operate major track machines referred to in Level 5 including the maintenance and repair work required to keep the equipment operational.
- Drive Locomotives on Heavy Haul trains > 8000tonnes on dedicated Driver Only Trains.
- Performs leading hand duties.
- Undertakes track inspection applies standard and QA techniques.
- Allocating minor work tasks on a daily basis during the work period.
- Perform administrative functions associated with the work of the team.
- Demonstrates Leadership abilities.
- Has a working knowledge of plant and equipment for which not already assessed as competent.
- Apply Emergency procedures.
- May act as a Supervisor.
- Requirement to be on call.
- Promotes Occupational Safety and Health and Rail Safety requirements in the work place.
- Install signalling equipment.
- Test and fault find of all railway signalling equipment.
- Maintain track and infrastructure equipment.

Railway Worker – Level 7

An Employee at this level will have achieved and demonstrated competencies of Level 6 and required to operate beyond those requirements by the Employer in its sole discretion.

Indicative tasks may include:

- As Supervisor has responsibility and accountability for team performance and QA requirements.
- Exercises discretion on a wide range of tasks.
- Promotes teamwork.
- Performs track inspections and detects and records faults.
- Performs administrative functions.
- Prioritises and allocates work for the team.
- Plans and directs own work group and liaises with other work groups e.g. surfacing suites and in addition liaises with train control to maximise time on track, displays good communication skills.



- Ensures team complies with Occupational Safety and Health and Rail Safety requirements in the work place.
- Ability to act as a Perway patroller.

Railway Worker – Level 8

An Employee at this level will have achieved and demonstrated competencies of Level 7 and required to operate beyond those requirements by the Employer in its sole discretion.

Indicative tasks may include:

- Supervision of teams in high density rail traffic areas; and/or
- Supervision of large permanent work groups of 10 or more.



Rail/Civil Maintenance Workers

Rail/Civil Maintenance Worker – Level 1

An Employee engaged for less than three (3) months. An Employee at this level performs routine duties essentially of a manual nature and to the level of their training. These include:

- Performing general labouring and cleaning duties
- Exercising minimal judgment
- Working under direct supervision
- Undertaking structured training so as to enable them to work at a higher level

Observes and applies all relevant rules, regulations, and instructions including attendance policies and instructions, rostered hours, wearing protective clothing, footwear and equipment, and safety and safeworking notices or instructions.

Rail/Civil Maintenance Worker – Level 2

An Employee at this level will have completed the standard induction training and have been assessed to be able to competently carry out the basic and semi-skilled work required for this level.

Indicative tasks may include:

- Operate a forklift.
- Spotter.
- Chainman.
- Concrete floater.
- Concrete gang worker.
- Fencer.

Rail/Civil Maintenance Worker – Level 3

An Employee at this level will have been assessed as being competent to carry out semi-skilled work on a broad range of plant and equipment functions. The Employee exercises discretion within their level of skill and is responsible for the quality of the work subject to routine supervision.

Indicative tasks may include:

- Operate a bobcat, backhoe, trenching machine.
- Operate a dump truck, water cart, loader, dozer, excavator, scraper.
- Operate a pile driver.
- Steel fixer.
- Drainer.
- Concrete paving machine and finisher.

Rail/Civil Maintenance Worker – Level 4

- An Employee at this level will have been assessed as being competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through practical experience, which has equipped the Employee with an equivalent level of skills and knowledge.
- An Employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An Employee at this Grade requires only limited supervision or guidance.
- An Employee at this level: understands and applies quality control techniques; exercises discretion within the scope of this level; performs work under limited supervision; operates all equipment incidental to the work; and assists in the provision of on-the-job training.

Indicative tasks may include:

- Multi-skilled worker.
- Operates plant equipment of a higher capacity than level 3.

Rail/Civil Maintenance Worker – Level 5

- An Employee at this level will have met the requirements for level 4 and been assessed as being competent to perform tasks which require in depth skill or knowledge, or the Employee is assessed as having the integration of a broad range of skills.
- The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.
- The level of skills or knowledge required to perform this work will involve the acquisition of practical skills and knowledge which has equipped the Employee with the equivalent level of skills and knowledge.
- An Employee at this level will provide guidance and assistance to others.

Rail/Civil Maintenance Tradesperson

- An Employee at this level will have met the requirements for level 5 and holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trade course appropriate for this level or the achievement to the satisfaction of the Employer of a comparable standard of skill and knowledge by other means including on-site training or on-the-job experience.
- An Employee at this level will provide guidance and assistance to others.

Indicative tasks may include:

- Apply their trade (electrical, mechanical or construction).
- Travel and operate major track machines referred to in Level 5 including the maintenance and repair work required to keep the equipment operational.

Rail/Civil Construction Workers

Rail/Civil Construction Worker – Level 1

An Employee engaged for less than three (3) months. An Employee at this level performs routine duties essentially of a manual nature and to the level of their training. These include:

- Performing general labouring and cleaning duties.
- Exercising minimal judgment.
- Working under direct supervision.
- Undertaking structured training so as to enable them to work at a higher level.

Observes and applies all relevant rules, regulations, and instructions including attendance policies and instructions, rostered hours, wearing protective clothing, footwear and equipment, and safety and safeworking notices or instructions.

Rail/Civil Construction Worker – Level 2

An Employee at this level:

- Works in accordance with standard operating procedures and established criteria.
- Works under direct supervision either individually or in a team environment.
- Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
- Is able to competently carry out the basic and semi-skilled work required for this level.
- Follows safe work practices and can report workplace hazards.

Indicative tasks may include:

- Basic Fettling.
- Bus or truck driver.
- Able to competently operate the majority of the following small tools and equipment: sledge hammers, pan pullers, rail saws and sleeper drills, manual rail jacks, generators and compressors.
- Service person.
- Operate a forklift , < 3tonnes capacity.
- Spotter.
- Formworks, stripping.
- Chainman.
- Concrete floater.
- Concrete gang worker.
- Fencer.
- Bitumen worker.

Rail/Civil Construction Worker – Level 3

- An Employee at this level will have been assessed as being competent to carry out semi-skilled work on a broad range of plant and equipment functions.
- Is responsible for the quality of their own work subject to routine supervision.

- Works under routine supervision either individually or in a team environment.
- Exercises discretion within their level of skills and training.
- Assists in the provision of on-the-job training.

Indicative tasks may include:

- Operate a range of railway construction mid-range plant including: gemcos, tie crane, scarifiers, rail lifting jack rail threader and pettibone crane.
- Rail grinding both underfoot/profile and using cutting equipment to cut rail.
- Shunt rolling stock.
- Inspection and conduct minor repairs to rollingstock.
- Communicate with Train Control.
- Taking full possession of track in line with railway operating rules.
- Holds a certificate of competency for slewing mobile cranes up to 20 tonnes.
- Rigger or scaffolder holding an advanced certification.
- Operate Mobile plant e.g. front end loader, back hoe, excavator.
- Performs aluminothermic welding on an irregular basis.
- Identify, report and repair minor railway faults.
- Provide safe working in accordance with the relevant railway operating rules.
- Operation rigid body trucks requiring MR Licence Non slewing crane operator >3 tonnes.
- Dogging.
- Rigging and scaffolding.
- Able to competently operate the majority of the following small tools and equipment: power operated spike puller, clip applicator, spike driver, hand tampers
 - Operate a bobcat, backhoe, trenching machine.
 - Operate a dump truck, water cart, loader, dozer, excavator or scraper.
 - Operate a pile driver.
 - Steel fixer.
 - Drainer.
 - Concrete paving machine and finisher.

Rail/Civil Construction Worker – Level 4

- An Employee at this level will have been assessed as being competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through practical experience, which has equipped the Employee with an equivalent level of skills and knowledge.
- An Employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An Employee at this level requires only limited supervision or guidance.
- An Employee at this level: understands and applies quality control techniques; exercises discretion within the scope of this level; performs work under limited supervision; operates all equipment incidental to the work; and assists in the provision of on-the-job training.

Indicative tasks may include:

- Routine maintenance and servicing work.
- Able to operate a majority of equipment as specified lower levels.
- Operate major items of track construction equipment including: pony express, tamper or regulator.
- Regular aluminothermic welding or truck driver (regular).
- As a minimum requirement undertake one of the following:
 - Operate mid-range plant e.g. Gemco, vibratool, scarifier; or
 - Operate Mobile plant e.g. front end loader, back hoe, excavator.
- Identify, report and repair minor railway faults.
- Able to perform leading hand type duties within the above skill set.
- Promotes teamwork.
- Applies standards and QA techniques.
- Understands and implements basic Emergency procedures.
- Implements Occupational Safety and Health and Rail Safety requirements in the work place.
- Holds a certificate of competency for slewing mobile cranes up to 20 tonnes.
- Rigger or scaffolder holding an advanced certification.
- Multi-skilled civil worker.
- Operates plant equipment of a higher capacity than level 3.
- Install signalling equipment.
- Test and fault find of all railway signalling equipment.
- Maintain track and infrastructure equipment.

Rail/Civil Construction Worker – Level 5

- An Employee at this level will have met the requirements for level 4 and been assessed as being competent to perform tasks which require in depth skill or knowledge, or the Employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.
- The level of skills or knowledge required to perform this work will involve the completion of a post trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the Employee with the equivalent level of skills and knowledge.
- An Employee at this level will provide guidance and assistance to others.

Indicative tasks may include:

- Routine maintenance and servicing work.
- Able to operate a majority of equipment as specified lower levels.
- Operate major items of track construction equipment including: pony express, tamper or regulator.
- Travel and operate major track machines referred to in Level 4 including the maintenance and repair work required to keep the equipment operational.
- Performs leading hand duties.
- Undertakes track inspection applies standard and QA techniques.

- Allocating minor work tasks on a daily basis during the work period.
- Perform administrative functions associated with the work of the team.
- Demonstrates Leadership abilities.
- Has a working knowledge of plant and equipment for which not already assessed as competent.
- Apply Emergency procedures.
- May act as a Supervisor.
- Requirement to be on call.
- Promotes Occupational Safety and Health and Rail Safety requirements in the work place.
- Install signalling equipment.
- Test and fault find of all railway signalling equipment.
- Maintain track and infrastructure equipment.

Rail/Civil Construction Tradesperson

- An Employee at this level will have met the requirements for level 5 and holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trade course appropriate for this level or the achievement to the satisfaction of the Employer of a comparable standard of skill and knowledge by other means including on-site training or on-the-job experience.
- An Employee at this level will provide guidance and assistance to others.

Indicative tasks may include:

- Apply their trade (electrical, mechanical or construction).
- Travel and operate major track machines referred to in Level 5 including the maintenance and repair work required to keep the equipment operational.



Unit 5, 87 President Street, Welshpool, WA, 6106
Telephone: (08) 9470 4999 Fax: (08) 9470 4666
www.railtrain.com.au ABN 51 145 155 666

11 May 2017

Attention: Associate to Commissioner Gregory
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

Dear Fair Work Commission,

Written Undertaking: Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2017

In accordance with section 190 of the *Fair Work Act 2009* (Cth), the employer Railtrain Pty Ltd (ACN 145 155 666) (**Railtrain**) provides the following undertaking in respect of the *Railtrain Pty Ltd WA Below 26th Parallel (South) Enterprise Agreement 2017 (Agreement)*:

Clause 12 – Project Working Hours

Railtrain undertakes that for any alternative work hours arrangement under clause 12 for a specified project, the Ordinary Hours shall not exceed ten (10) hours on any day and the maximum number of hours worked on any day shall not exceed twelve (12) hours (except in the case of an emergency). The implementation of any alternative working hours arrangement under clause 12 for a specified project will be subject to the Company and the Employee genuinely agreeing to enter into an individual flexibility arrangement reflecting those alternative working hours in accordance with clause 26 of the Agreement.

Ordinary Hours of Work

Omit clause 9.1 and replace it with the following:

Except as provided in clause 13 – Shiftwork, Ordinary Hours for full-time Employees will not exceed an average of thirty-eight (38) per week plus reasonable additional hours averaged of a period of sixteen (16) weeks.

Omit clause 13.1 and replace it with the following:

Ordinary Hours for full-time Employees working shiftwork will not exceed an average of thirty-eight (38) per week plus reasonable additional hours averaged of a period of sixteen (16) weeks.

Permanent Nightshift – Rail/Civil Maintenance Worker Level 1 and Rail/Civil Construction Worker Level 1

“Permanent Nightshift” means a roster arrangement where an Employee engaged as a Rail/Civil Maintenance Worker Level 1 and Rail/Civil Construction Worker Level 1 is rostered to work at least six (6) consecutive shifts in a row that all commence at or between 6:00pm and 3:59am.

Railtrain undertakes that any employees engaged as a Rail/Civil Maintenance Worker Level 1 or a Rail/Civil Construction Worker Level 1 who is required to perform Permanent Nightshift, will be entitled to receive a Permanent Nightshift allowance of 29.86% of the applicable Base Rate of Pay for each hour worked whilst on Permanent Nightshift. This undertaking will form part of clause 7 “Additional Allowances” of the Agreement.

The information contained within this document and attachments is private and confidential and is for the purpose of the recipient only. If you receive this document in error, please disregard and notify us by e-mail at admin@railtrain.net. You must not retain, distribute, disclose or otherwise use any information contained in the document



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Tool Allowance – Rail/Civil Maintenance Tradesperson and Rail/Civil Construction Tradesperson

Railtrain undertakes that any employees engaged as a Rail/Civil Maintenance Tradesperson or a Rail/Civil Construction Tradesperson who is required to provide and maintain the tools ordinarily needed by that trade in the performance of work as a tradesperson will be paid a tool allowance of \$17.44 per week. This undertaking will form part of clause 7 "Additional Allowances" of the Agreement.

Meal Allowance – Rail/Civil Maintenance Worker Level 1 and Rail/Civil Construction Worker Level 1

Railtrain undertakes that any employees engaged as a Rail/Civil Maintenance Worker Level 1 or a Rail/Civil Construction Worker Level 1 who is directed to work more than two (2) hours' overtime in a minimum of ten (10) hours on duty they will either be supplied a meal or paid a meal allowance of \$15.91. This undertaking will form part of clause 7 "Additional Allowances" of the Agreement.

SIGNATURE

Signed on behalf of Railtrain Pty Ltd (ACN 145 155 666):

Signature on behalf of
the Employer

Brendan Williams

Name of person authorised
to sign

Date: 11/05/17

National Operations Manager

Authority to sign (position)

5/87 President Street Welshpool WA 6106

Address

Post Code

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

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

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

Change to regular roster or ordinary hours of work

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

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