

**Rail Maintenance Service
UNION COLLECTIVE
AGREEMENT 2011- 2014**

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1 TITLE OF AGREEMENT

This Agreement shall be known as the Rail Maintenance Service CA 2011 – 2014.

2 PARTIES TO THE AGREEMENT

This is an agreement between Rail Maintenance Services hereinafter (referred to as the Company), the Australian Rail, Tram and Bus Industry Union (RTBU) in relation to employees of the Company.

3 APPLICATION OF THE AGREEMENT

This Agreement applies to all of the company's employees who are employed in the classifications or occupations set out in **Attachment B** and who are eligible for membership of the Union whether members of the Union or not, who are employed in Victoria , and who are engaged with the company for works within Australia.

The Agreement applies to the exclusion of all awards and/or other agreements, whether certified or not, which would otherwise apply to the work covered by the scope of the Agreement.

4 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the first pay period commencing on or after the Agreement's lodgement in accordance with the current legislation and procedures and shall remain in force until its nominal expiry date of 30 June 2014

5 PARTIES' REPRESENTATION

The Company recognises the right of employees to be members of the Union and to be represented by the Union at the employees' request.

6 APPLICATION AND SCOPE OF AGREEMENT

This agreement shall regulate the rates of pay and define the conditions of employees of the company engaged as supplementary labour and undertaking activities associated with Light / Heavy Rail Infrastructure maintenance and Construction or Rail Operations work.

7 OBJECTIVES

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

The employees of this agreement are to:

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

- Maintain a safe work environment to recognised standards and requirements at the lowest possible cost to the business.

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

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

- Ensure that each business unit is operating in a manner, which will promote, to the fullest extent possible, excellent client service and economy of operation.
- Constantly seek improvements in safety, quality, efficiency, housekeeping and work environment.
- Take all reasonable steps to avoid any action which disrupts continuity of operation by resolving employee concerns and speedily through full and open communication and agreed consultative, negotiation and grievance procedures.
- Train and develop employees to broaden their skills, grow their potential and meet the needs of constantly changing clients' preferences and technology.
- Develop working relationships on the basis of co-operation, mutual trust, understanding and sincerity.
- Establish and maintain open and direct communication with all employees on matters of mutual interest and concern.
- Support and maintain agreed standards of conduct and attendance necessary to ensure a safe, responsible and efficient operation.
- The Parties recognise that the Company provides service to various asset managers and operators under competitively tendered contracts and as such is not in control of work programs. The Parties therefore agree that during periods of no work, the following process will be followed :
- Alternative work will be provided by the Company where available.
- Where no alternative work is available, consultation between the Parties will occur to seek agreement on possible solutions, including the taking of annual leave and accrued rostered days.

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

8 ANTI-DISCRIMINATION

It is the intention of the parties to this Agreement to achieve the principal *objective* in the Fair Work Australia Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the Grievance Procedure ("Fair Treatment") clauses, the parties must make *every* endeavour to ensure that neither the Agreement's provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth antidiscrimination legislation;
- b) junior rates of pay;
- c) an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
- d) the exemptions in sections Fair Work Act

9 DISPUTE RESOLUTION PROCEDURE

The objective of the parties in this procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to the performance of work and the consequential loss of production and remuneration.

It is the intention of this procedure to resolve by direct consultation and negotiation between the parties any grievance, dispute, claim or problem on any industrial matter with the exception of safety issues (refer clause 10).

The following four stage procedure shall be adhered to in resolving matters under this clause:

- 1 Discussion shall take place between the employee/s concerned and, at his/her request, the appropriate employee's nominated representative, and the immediate supervisor/s. The immediate supervisor will act promptly and cooperatively.
- 2 Discussions shall take place involving the employee/s, employee's nominated representative, and senior management;
- 3 Discussion shall take place involving the employee's nominated representative, and nominated employer representatives;
- 4 Discussions shall take place involving employee's nominated representative and nominated employer senior representatives.

The parties may during this process refer the matter in dispute to an agreed independent person.

If any outcome is to be determined by the agreed independent person, it must not be inconsistent with the National Code of Practice for the Construction Industry and the Implementation Guidelines or be inconsistent with legislative provisions.

The earliest possible advice should be given by one party to the other of any issue or problem that may give rise to a grievance or dispute.

Throughout each of the above stages of the procedures, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for the completion of the various stages of discussion. At least seven days should be allowed for all stages of the discussions to be finalised.

The parties are committed to achieving negotiated settlements without work stoppages. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to Fair Work Australia for conciliation and assistance in resolving the dispute. In the event that conciliation is exhausted and is not successful a request to the, Industrial Retaliations Commission for arbitration may be initiated by either party.

The parties agree that during the resolution of matters in accordance with this clause the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

The employer shall ensure that all practices applied during the operation of these procedures are in accordance with the Safe working practices.

Where a dispute exists and whilst that dispute remains unresolved and is being addressed through this procedure, the parties will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the process to resolve the matter.

10 OCCUPATIONAL HEALTH AND SAFETY ISSUES

When a matter involving occupational health and safety arises, it shall be dealt with in accordance with the provisions of the Occupational Health and Safety Act 2004, Victoria (as amended) and the industry Occupational Health and Safety Agreement.

11 PROCEDURE FOR FAIR TREATMENT

The procedure for handling issues of a non-industrial, personal nature is as follows:

- a) In the first instance an employee should discuss the issue with their supervisor.
- b) If the matter remains unresolved, then they can refer the matter to their manager.
- c) If the matter is still unresolved, or the employee feels that they are not receiving fair treatment, then they should inform their manager and arrange to talk with their Department Manager/Chief Executive Officer.
- d) If the employee still feels that they are not receiving fair treatment, or if their Department Manager has not become involved within fourteen (14) days of when the issue was raised, the matter can be referred by either party for mediation. Both parties will participate in the mediation process in good faith. The parties will agree on a mediator considered appropriate to mediate the issue.
- e) At any stage in this process the employee has the right to appoint another person to act on their behalf in relation to resolving the matter. This person may be a Union representative.
- f) As soon as is practicable (usually within 24 hours) after the employee has initiated a step in the process, the employee will be advised of how and when the issue will be addressed.
- g) Where a grievance exists and whilst that grievance remains unresolved and is being addressed through this procedure, the parties will return to the situation and arrangements that existed prior to the issue which caused the grievance, such that no party is prejudiced

during the process to resolve the matter.

- h) If matters cannot be resolved under this process, the employee has recourse to the Dispute Settlement Procedure.

12 CONSULTATION AND COMMUNICATION

The parties are committed to consultation and communication throughout all levels and particularly where employer policies and employee change of status is being implemented. The parties agree that genuine and effective mechanisms for consultation and communication are fundamental to the achievement of greater job satisfaction, productivity, efficiency and flexibility.

The parties reaffirm their commitment to the requirements of the Introduction of Change as stated in clause 13.1.

13 CONSULTATION

13.1 INTRODUCTION OF CHANGE

Where the Company has made a definite decision to implement significant change in matters pertaining to the employment relationship in any of the work places covered by this Agreement, the Company will consult with employees and if requested, their representatives.

The Company shall discuss with the employees affected and the parties to this Agreement, the introduction of the changes, the effects that changes are likely to have on employees, and shall give prompt consideration to matters raised by the employees in relation to the changes.

For the purposes of such discussion, the Company shall provide in writing to the employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.

The parties agree that continuous improvement and the acceptance of ongoing change are fundamental to the success of the business and ensure the ongoing development of new methods to improve productivity and efficiency.

14 WAGE INCREASES

Company employees will receive the following pay adjustments in accordance with the following schedule.

	<u>Increase</u>
01 Jan 2012	5%
01 Jan 2013	5%
01 Jan 2014	5%

All allowances will increase with the above wage increases. **Refer to attachment A.**

15 EMPLOYMENT ARRANGEMENTS

CONTRACT OF EMPLOYMENT

Employment terms and conditions are as follows:

Employees shall:

- a) Be engaged on a fulltime or casual basis;
- b) Be paid on a weekly basis by Electronic Funds Transfer (EFT) to a nominated account;
- c) An employee may nominate accounts into which payments on the employees' behalf may be deposited;
- d) All new employees will be provided with an induction program on commencement of employment;
- e) Comply with any reasonable request of the employer and, subject to the business needs or requirements, work reasonable overtime and in accordance with shift rosters which may vary from time to time (see clause 20 herein) provided that they are appropriately skilled, competent, trained and qualified;
- f) Properly use all protective clothing and equipment that is provided by the employer;
- g) Use technology and perform any duties which are within the employee's skills, competence, training and qualification;
- h) Adhere to start and finish times for all work periods;
- i) Participate in developing and implementing work methods that are designed to improve performance of the business;
- j) Comply with the Grievance Procedure "Fair Treatment"; and
- k) Comply with the Dispute Settlement Procedure.

15.1 CASUAL EMPLOYMENT

A casual employee shall be engaged as such. A casual employee shall be for all hours worked paid per hour 1/38 of the actual weekly rate prescribed in this agreement for work performed, plus 25% for all purposes. Where a casual performs overtime then the 25% loading shall form part of their ordinary rate. Any relevant penalty rates shall be paid in addition to the casual loading.

The all-purpose allowance is in lieu annual leave, paid public holidays off work, paid jury service and paid personal/sick leave prescribed for other employees in this agreement

16 SEVERANCE / REDUNDANCY

16.1 The Company is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 (“Incolink Number 2 Fund”) of which Redundancy Payment Central Fund Ltd (“Incolink”) is trustee, and all the employees of the Company within the scope of this Agreement will be enrolled in the Incolink Number 2 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

16.2 The Company shall pay contributions to the Incolink Number 2 Fund on behalf of each employee on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund, the Company shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund, subject to the maximum payments specified in this agreement.

16.3 The liability of the Company to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 2 Fund, or by another fund nominated by Incolink under clause 13.4 hereof.

16.4 References in this clause to “Incolink Number 2 Fund” include a reference to another fund for comparable purposes nominated by Incolink for the purpose of this Agreement as a fund, which supersedes the Incolink Number 2 Fund.

16.5 Employees working less than 36 hours per week shall receive Incolink payments on a pro rata basis

17 SUPERANNUATION

The Company will pay an amount equivalent to the prevailing Superannuation Guarantee Levy into one of the following approved funds:

- ❖ C Bus
- ❖ Vic Super
- ❖ Australian Super

For the purpose of this clause, ordinary time earnings shall be as defined in the Australian Taxation Office Ruling 94/4 or subsequent Australian Taxation Office Rulings.

18 HOURS OF WORK

18.1 STANDARD HOURS

The standard hours of work shall be one hundred and fifty-two (152) ordinary hours per four-week cycle rostered in accordance with the provisions of clause 20 herein and operating on a nineteen-day, four-week cycle.

Extra Day Off (EDO) is defined as the day off provided for employees working a nineteen-day, 4 week cycle.

The rostered hours of work shall be an average of thirty-eight (38) hours per week.

Standard hours of work shall not exceed eight (8) hours per shift. No employee during the course of any shift shall be booked off duty for more than half an hour, including time for a meal. The maximum hours of work in anyone shift, standard or otherwise shall not exceed 12 hours. **18.2**

EXTRA DAYS OFF (EDO)

EDOs may be accumulated to a maximum of five (5) days where it is agreed between the Company and the employee.

EDOs will be rostered and taken as agreed between management and staff during the cycle so as to guarantee continuity of operation.

18.3 ADDITIONAL DAYS OFF (ADO)

A total of five (5) ADOs will be provided annually for fulltime employees, these days shall be granted on the 1st of July each year. ADOs must be taken within twelve (12) months from the date the leave is made available. These days are non-cumulative. The ADOs for employees who start after the 15th July in the coming year will be on a pro rata basis.

When an employee has taken their guaranteed ADOs in advance of June 30th, and subsequently leaves the company then the leave taken will be deducted against their final payroll on a pro rata basis.

18.4 DAYLIGHT SAVING

When by reason of State legislation summer time is prescribed as being in advance of the standard time of the State, the length of any overtime or standard hours shift shall be deemed to be the number of hours represented by the difference between the time recorded on the clock at the beginning of the shift and the time so recorded on the clock at the end of the shift. The time on the clock in each case is to be set to the time fixed pursuant to the relevant State legislation.

18.5 PUBLIC HOLIDAYS

An employee other than a casual employee shall be entitled, without loss of pay, to public holidays as follows:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Melbourne Cup Day
- Christmas Day
- Boxing Day

or such other day as is generally observed in a locality as a substitute day.

For the purposes of this Agreement, where Christmas Day, Boxing Day, New Year's Day and Australia Day fall on a Saturday or Sunday, the substitute days will be as per that prescribed in the Victorian Government Gazette.

18.6 MINIMUM BREAK FROM WORK

Employees shall be provided a ten (10) hour break between shifts.

In the event that an employee is required to commence duty without being given a 10 hour break they shall be paid at the rate of double time until they are provided with such a break.

18.7 MORNING TEA BREAK

A morning tea break of no more than ten (10) minutes will be taken at a time determined by the operational requirements of the business.

18.8 ACTING IN HIGHER POSITIONS

Employees engaged for more than two hours on one shift on duties carrying a higher rate than their ordinary classification shall, if the minimum rate for such classification is higher than their ordinary rate, be paid such minimum rate for such shift. If engaged for two hours or less on one shift they shall be paid such minimum rate for the time worked.

19 PENALTY PAYMENTS

19.1 DEFINITION

"Normal rate" is the base rate of pay plus any allowances.

"Overtime" means all hours worked outside the Standard Hours of work as defined under clause 18.

Each hour (or part thereof) of overtime shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

19.2 SATURDAY WORK

All work performed between midnight on Friday and midnight on Saturday shall be subject to payment at the rate of time and a half for the first two hours and double time thereafter. This payment shall be made in lieu of any shift allowance prescribed under clause 20.4.

19.3 SUNDAY WORK

Subject to the provisions of clauses 19.4, all overtime hours of work performed between midnight on Saturday and midnight on Sunday shall be subject to payment at double time rate.

19.4 PAYMENT FOR WORK ON PUBLIC HOLIDAYS

An employee shall be paid at the rate of double time and a half for all hours worked on a public holiday.

19.5 OVERTIME

The Company may require employees to work reasonable overtime and employees shall work such reasonable overtime as required.

For all work undertaken outside standard hours, payment will be time and a half for the first two hours and double time thereafter.

19.6 OVERTIME MEAL

Any employee working overtime shall be allowed a crib break of (20) minutes without deduction of pay after each four hours of work, but this provision shall not prevent any agreed arrangement being made for the taking of a longer meal interval without pay.

Any employee who is required to be on duty for a period of more than ten (10) hours shall either be supplied with a meal by the Company or be paid a Meal Allowance of **(Refer to Attachment A)** and if they work beyond a further two (2) hours, a further Meal Allowance for a second meal.

20 SHIFT WORK AND DAY WORK

20.1 DEFINITIONS

"Standard Hours": Standard hours are as defined under clause 18.

"Day Work": Day Work is defined as work carried out in accordance with the hours stipulated in clause 20.2.

"Normal rate" is the base rate of pay plus any allowances paid under Attachment A when the employee is not at work.

"Early Morning Shift": Early Morning Shift is defined as a shift starting at or after 4:00 am (0400 hours) and before, 6:00 am (0600 hours).

"Afternoon Shift": Afternoon Shift is defined as a shift finishing after 6.00 pm (1800 hours) and at, or before, midnight (2400 hours).

"Night Shift": Night Shift is defined as a shift finishing after midnight (2400 hours) and starting before 4:00 am (0400 hours).

"Rotating Shifts": Rotating shifts are when an employee works on rostered rotating shifts, i.e. day, afternoon and night.

"Shift Worker". Whilst an employee works on rotating shifts or permanent night shift, they shall be considered to be a Shift Worker for the purposes of this Agreement.

Each hour (or part thereof) of Standard Hours of work shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

20.2 DAY WORK

In addition to the provisions under clause 18, the Standard Hours of duty for day work employees shall be between 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

20.3 SHIFT WORK AVAILABILITY

A shift worker shall be required to make themselves available to work shifts as determined by the Company from time to time.

An employee, employed to work rostered shift work, shall be given a copy of the rostered hours they are required to work at least two (2) weeks prior to the commencement of each roster.

At least twenty four (24) hours' notice shall be given to an individual employee who is requested to change rostered shifts.

At least fourteen (14) days' notice shall be given to employees if it is intended to alter agreed rosters.

Whilst an employee works on rotating shifts or permanent night shift, he/she shall be considered to be a Shift Worker for the purposes of this Agreement.

20.4 SHIFT ALLOWANCES

All standard hours work performed between midnight on Sunday to midnight on Friday shall be subject to payment of the following shift penalties:

a)	Early Morning Shift	15%
b)	Afternoon Shift	15%
c)	Night Shift	30%

20.5 EXTRA RATES NOT CUMULATIVE

Extra rates in this Agreement are not cumulative so as to exceed the maximum of double time.

21 FACILITIES

The Company shall continue to provide facilities including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities. Any disagreement regarding the adequacy of facilities shall be dealt with through the Consultative Process and/or the Dispute Settlement Procedure contained herein.

22 PERSONAL PROTECTIVE EQUIPMENT

To ensure that a business-like image is maintained, all field employees are required to wear Company issued clothing whilst engaged at work.

Suitable Company issued protective clothing shall be supplied by the Company and will be replaced on a fair wear and tear basis upon satisfactory proof.

It is also a condition of employment that all employees wear a high visibility safety vest at all times where required. It is also a requirement to wear all other appropriate safety clothing and protective equipment provided, whilst working in the business, and to ensure its proper care, maintenance and storage.

The following clothing/equipment will be supplied to staff:

- a) 2 sets of overalls or shirts and pants

- b) 1 set of safety boots or shoes (lace up or ankle high)
- c) 1 set of wet weather gear comprising of pants and a jacket
- d) 1 hat
- e) 1 safety helmet
- f) 1 set of safety glasses
- g) 1 set of hearing and eye protection equipment

In the first instance, wherever suitable Australian-made clothing and equipment can be economically sourced, it shall be used in favour of articles manufactured outside of Australia.

23 CONSTRUCTION SITE CLAUSE

23.1 CONSTRUCTION DEFINITION

For the purpose of this clause it shall be deemed a construction site when an employee performs.

- a) Amplifications - Work which involves the linear "extension" of existing infrastructure on an existing corridor such as passing lanes and/or track duplication and associated works.
- b) New Construction - Work which involves the construction of new infrastructure on a corridor not previously used for Light/Heavy rail such as building sites, by passes and yards not on railway reserves.

23.2 CONSTRUCTION SITE ALLOWANCES

The undermentioned rates apply to employees of the Company who from time to time may be required to perform duties on a specific rail project related construction site for the time they are:

1. Engaged in activities (construction or maintenance) on the defined site; or
2. Engaged in activities (non-maintenance) supporting the work being undertaken on the defined site.

Project Value \$m	Site Allowance \$Per Hour
2.1 – 5.8	2.05
5.8 – 14.3	2.41
14.3 – 28.7	2.77
28.7 – 57.3	3.12
57.3 – 114.7	3.49
114.7 – 171.9	3.84
171.9 – 229.1	4.20
229.1 – 343.8	4.61
For Projects above \$343.8 million, there shall be an increment of 10 cents per additional \$100m or part thereof.	

The rates shall be reviewed no later than 30 June 2011 and thereafter for each subsequent year of the Agreement taking into account movements in the CPI.

23.3 CONSTRUCTION SITE MINIMUM WAGE

The minimum hourly rate of pay for a \$ 23.37 employee engaged on a construction site (as defined) shall be in accordance with the table in **Attachment A**.

23.4 ADDITIONAL CONSTRUCTION CONDITIONS

- 1 Inclement weather shall mean the existence of rain and or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail. High temperature for the purposes of this clause shall be deemed to be 35°C or higher. (NB: this clause only applies to employees engaged in recognised construction activities on designated construction sites and will not necessarily have application to other facets of the companies' activities.)
- 2 During a period of inclement weather employees may be required to complete their assigned work and for such work shall be paid at the rate of single time in addition to their rate at the time of the inclement weather calculated to the next hour, and in the case of wet weather has clearly ended the employees shall resume work at normal rates and the time shall be similarly agreed and noted.
- 3 Where it is necessary an employee shall work during periods of inclement weather to enable the rail network to remain safe whilst mobile plant or employees of the company or contractors employees are restoring the rail network to normal operating conditions.
- 4 Except as provided in clause (3) above, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this clause an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- 5 All shift work shall be paid at the rate of double time for all hours worked.
- 6 Where there is a need to perform continuing work on a Saturday or Sunday and due to the intermittent resulting overtime and shift work over the period of the project, the following will apply;
 - 6.1 If Saturday night work is worked, then the employee has Monday off work with pay.
 - 6.2 If Sunday night is worked, then the employee has Monday off with pay to provide a ten (10) hour break and Tuesday off with pay.
 - 6.3 If both Saturday and Sunday nights are worked, then the employee has Monday off with pay to provide a ten (10) hour break and Tuesday off with pay.
- 7 Generally an employee will not undertake construction activities on a construction site when the site is closed to observe ROO's, PDO's, lock down weekends and public holidays, provided however that due to the limited opportunity to gain occupations and access to infrastructure exemptions may be granted between the Company and the relevant representatives on a case by case basis;
- 8 An employee who is in receipt of workers compensation payments as a result of an injury occurring on a construction project, shall also receive payment from the company of an amount equal to the difference between the workers compensation payment and the employee's ordinary base rate of pay at the time of the injury for a maximum period of one hundred and four (52) weeks.

24 TRAINING AND SKILLS DEVELOPMENT

The Parties to the Agreement recognise that in order to increase efficiency and the competitiveness of the company, a continued commitment to training and skill development is necessary. Accordingly the Parties commit themselves to:

- a) Developing a highly skilled and flexible workforce.
- b) Providing employees with career opportunities through appropriate training to acquire additional skills required.
- c) Employees will be offered training to enhance their knowledge and skills of existing and new technologies where such training is to the benefit of the Company. Such additional training will be provided in accordance with the overall training program and timeframe.

To that end both Parties in consultation will develop and continue to develop a training skills program consistent with the current and future skill needs of the Company and its workforce.

Employees will not lose any wages (excluding non-all-purpose allowance) for attending company approved training programs during normal working hours. Out of pocket expenses including excess fares will be reimbursed.

25 ALLOWANCES

25.1 DAILY TRAVEL ALLOWANCE

In lieu of any other provisions, an employee who has travelled to the worksite as required by the company from their principle place of residence shall receive the following travel allowance provided they are not using the employer's transport or travelling from accommodation arranged by the employer:

- Between 0 and up to 50 kilometres from the employee's principle place of residence to the worksite \$ (**Refer Attachment A**) per day.
- Between 51 and up to 100 kilometres from the employee's principle place of residence to the worksite \$ (**Refer Attachment A**) per day.
- Over 100 kilometres from the employee's principle place of residence to the worksite \$ (**Refer Attachment A**) per day.
- An employee claiming travel allowance shall demonstrate to the satisfaction of the employer their place of residence by production of two utility bills and a current driver's license.
- The employer may accept another form of satisfactory evidence from the employee demonstrating his/her place of residence.

25.2 DAILY ENTITLEMENT

The travelling Allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work.

25.3 PROVISION OF TRANSPORT

The allowance prescribed in this clause, shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's principle place of residence (or, in the case of when an employee is living away from home, the employer's place of accommodation) to the place of work and return.

25.4 TRANSFER DURING ORDINARY WORKING HOURS

An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and unless transported by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites.

Provided that where an employer requests an employee to use his/her own car to affect such transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of **Refer Attachment A** per kilometre.

26. LIVING AWAY EXPENSES

26.1 SCOPE OF AGREEMENT

Employees receiving Living Away from Home Allowance shall not be entitled to Travel Allowance as contained in **Attachment A** of the Agreement.

26.2 ADDITIONAL EXPENSES

Where employees are required to reside temporarily at locations where actual accommodation expenses exceed the allowance consideration will be given to paying "out of pocket" expenses where it can be substantiated that no other reasonable, but cheaper accommodation could be found. Employees are required to seek accommodation as close as possible to the worksite.

The company reserves the right to provide accommodation to its employees by agreement.

26.3 LIVING AWAY FROM HOME EXPENSES

Living Away expenses will be paid in the following instance:

- 1 An employee has firstly travelled a minimum of 100 kilometres from their principle place of residence of engagement to the worksite;
- 2 The employee works a shift of greater than six hours; and
- 3 The employee demonstrates to the employer via the production of a receipt from a hotel/motel or other commercial accommodation proof of living away from home.

Once the above conditions have been met employees may claim the expenses contained in **Attachment A**.

27 FIRST AID ALLOWANCE

Employees appointed by the employer to perform first aid duty shall be paid \$ Attachment A per week provided that such employees shall be required to pass the appropriate first aid examination every three years.

28 TRACTION INDUSTRY REGISTRATION ALLOWANCE

This allowance will be paid to employees who become registered or licensed through legislation or regulatory requirements that it necessary to perform their duties in the industry and shall be paid refer \$ Attachment A (on a 5 day pro rata basis).

29 LEAVE

29.1 PERSONAL LEAVE

To assist employees in balancing their work and family responsibilities the Company provides staff with the following leave categories, which can be accessed in the course of their employment:

- a) Annual Leave
- b) Sick Leave
- c) Long Service Leave
- d) Leave Without Pay
- e) Carers Leave
- f) Parental Leave
 - i. Maternity Leave
 - ii. Paternity Leave
 - iii. Adoption Leave
- g) Compassionate Leave
- h) Special Leave (i.e. Blood Donor, Reserve Forces, Major Sporting Events, Study)

29.2 ANNUAL LEAVE

An employee shall be entitled to receive the following quantum's of Annual Leave following the completion of 12 months service calculated on a pro rata basis and on every anniversary date of their commencement of service:

<u>Description</u>	<u>Amount of Annual Leave</u>
Shift Workers	5 weeks
All others	4 weeks

Any employee who is sick whilst on annual leave may apply to substitute sick leave for annual leave provided it is verified by production of a satisfactory certificate of a registered Medical Practitioner indicating the employee is incapacitated through illness to such an extent as would render them incapable of performing any duty for a specified number of days amounting to at least one week in a continuous period during currency of the period of annual leave.

An employee, who upon retirement, resignation or termination of employment, has an outstanding leave accrual, will be paid an amount equal to the unused leave and any annual leave loading applicable.

29.2.1 ANNUAL LEAVE LOADING

Employees when taking annual leave are entitled to loading as detailed below unless the leave to be taken has accrued from previous years and loading has already been paid against that accrual. Please note the provisions of clause 29.2.2 in respect to the taking of leave and the order in which that leave should be taken.

The above are percentages of the employee's ordinary weekly wage/salary, inclusive of all-purpose payments.

29.2.2 METHOD OF TAKING LEAVE

Annual leave shall not be granted for less than one (1) day, i.e. seven point six (7.6) hours. When an employee requests that leave be allowed in one continuous period, such request shall not be unreasonably refused. In the event of lack of agreement between the employer and employee the matter may be dealt with in accordance with the fair treatment procedure.

Employees and their supervisors shall amend rosters to enable the scheduling of annual leave throughout the year to ensure continuity of maintenance and productive operation and an equal distribution of employees on leave.

Guidelines shall be developed by management to enable orderly assessing of annual leave.

29.3 LONG SERVICE LEAVE

The Company will, for the life of the agreement, be a participating employer in the Construction Industry Long Service Leave Fund (Co-Invest). All fulltime employees are to be enrolled in the fund.

All fulltime employees will be covered by the conditions of the Co-Invest Long Service Leave Fund.

29.4 SICK LEAVE

An employee shall be entitled to receive fifteen (15) days Sick Leave per year which will accrue on a monthly basis. On the first and every anniversary of the Employees commencement with the Company, an employee shall be entitled to receive a further fifteen (15) days sick leave. Any unused Sick Leave shall accumulate and accrue to the employee's credit.

During employment, or upon termination for any reason, employees shall not be offered payment for accrued Sick Leave, i.e. "paying out" of Sick Leave. If an employee is terminated by the Company and is re-engaged within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such a case the employee's next year of service will commence after a total of twelve months has been served with the Company, excluding the period of interruption in service.

An employee, who is absent from work on account of personal illness or injury shall be entitled to paid Sick Leave, from their Sick Leave entitlement, whenever such absence causes loss of ordinary time pay.

An employee absent from a rostered overtime shift shall be entitled to paid Sick Leave, from their Sick Leave entitlement upon the provision of the satisfactory certificate of a registered medical practitioner. This payment will be made at the rate of the employee's ordinary time pay.

Paid Sick Leave shall be authorised where the Company is satisfied that the absence of an

employee from duty was due to genuine illness or injury.

Applications for leave of absence on the grounds of illness shall be supported by the satisfactory certificate of a registered medical practitioner or other evidence approved by the Company such as a Statutory Declaration.

The Company will, in any sick leave year of service, grant five (5) days leave of absence on the grounds of illness without the production of a medical certificate. Furthermore, the maximum number of consecutive days that will be granted without the production of a medical certificate shall be two (3).

An employee who is involved directly in an industrial stoppage will not be entitled to paid leave of absence for any illness or injury on any working day or shift reduced by the stoppage unless the absence extends prior and beyond that day or shift and is fully covered by a medical certificate.

An employee may be granted paid leave of absence provided absence from duty due to illness or injury commenced from a date prior to the stoppage commencing and such period is covered by a medical certificate.

29.5 CARERS LEAVE (PERSONAL LEAVE TO CARE FOR AN IMMEDIATE FAMILY OR HOUSEHOLD MEMBER)

An employee is entitled to use up to 10 days of their sick leave each year to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency subject to the conditions set out in this clause.

The term immediate family includes:

- Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis; and
- a child or an adult child (including an adopted child , a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

This entitlement is subject to the employee being responsible for the care and support of the person concerned.

In exceptional circumstances and by agreement between an employer and an individual employee, the employee may access an additional amount of their accrued sick leave for the purposes of this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

Where an employee has exhausted all paid leave, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion.

The employee shall furnish a medical certificate or statutory declaration, confirming the illness of the person concerned, or nature of unexpected emergency.

29.6 PARENTAL LEAVE

The following provisions relating to parental leave apply to full time and regular part time employees (and any other employees entitled to parental leave under the Fair Work Act An eligible casual employee is entitled to unpaid parental leave.

29.6.1 DEFINITIONS

Parental leave means paid and unpaid maternity, paternity and adoption leave as detailed hereunder.

- a) For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more
- b) For the purpose of this clause, spouse may include a de facto or former spouse.

29.6.2 BASIC ENTITLEMENT

After twelve (12) months service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Subject to clauses 29.7.1, 29.7.2 and 29.8, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- a) For maternity leave and paternity leave, an unbroken period of up to one week at the time of the birth of the child; and
- b) For adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

29.6.3 VARIATION OF PERIOD OF PARENTAL LEAVE

An employee may apply to their employer to extend the period of parental leave on one occasion. Any extension is to be notified as soon as possible but no less than 14 days before the end of the period. A period of parental leave may be shortened by written agreement between the employee and the Company and the employee must provide notice of return to work in accordance with clause 28.6 .6.

29.6.4 PARENTAL LEAVE AND OTHER ENTITLEMENTS

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding the maximum period provided for under this Agreement for that category of parental leave or a period longer as agreed.

29.6.5 TRANSFER TO A SAFE JOB

Where an employee is pregnant and, in the opinion of a registered Medical Practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered Medical Practitioner.

Parental leave taken in these circumstances is paid leave which is additional to any other leave to which the employee is entitled.

29.6.6 RETURNING TO WORK AFTER A PERIOD OF PARENTAL LEAVE

An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

29.6.7 REPLACEMENT EMPLOYEES

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

29.6.8 COMMUNICATION DURING PARENTAL LEAVE

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- c) the employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to request to return to work and whether the employee intends to request to return to work on a part-time basis.

The employee shall also notify the employer of changes of address or other contact details.

29.7 MATERNITY LEAVE

29.7.1 GENERAL MATERNITY LEAVE ARRANGEMENTS

An employee who has completed twelve months' service by the date of commencement of maternity leave is entitled to be granted maternity leave with pay for a total period of twelve weeks upon production of a certificate from a legally qualified Medical Practitioner stating that she is pregnant and specifying the date of the expected birth. When an employee has been employed on a part time basis for all or portion of a continuous period of employment of twelve calendar months, she is entitled to be granted leave on a proportionate basis.

When the pregnancy of an employee terminates earlier than twenty weeks prior to the expected date of delivery there is no entitlement to paid maternity leave.

Employees may be granted additional leave after the period of maternity leave has expired as a deduction from other leave credits and/or leave without pay.

The maximum leave granted both paid and unpaid (including the period of maternity leave) should not exceed 52 weeks.

Payment in respect of maternity leave should not be made in advance, but paid in accordance with normal arrangements for payment of salary.

29.7.2 SPECIAL MATERNITY LEAVE ARRANGEMENTS

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered practitioner certifies as necessary.

Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered Medical Practitioner certifies as necessary before her return to work. The aggregate of special or general maternity leave may not exceed 52 weeks.

Where leave is granted during the period of absence, an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

29.8 PATERNITY LEAVE

An employee who has completed twelve (12) months service at the date of birth of a child and who makes a statutory declaration that he is the father of, or has accepted responsibility for the care of, a child may be granted paternity leave with pay for a period not exceeding one week, or for periods that in the aggregate do not exceed one week, provided that such leave shall commence not more than:

- a) One week prior to the expected date of birth of the child; or
- b) Five weeks after the birth of the child. (This means the leave should be completed no later than six (6) weeks after the birth).

In cases of still birth, paid paternity leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.

Employees may also apply to be granted unpaid paternity leave on the proviso that the employee will be the primary care giver for the child during the period concerned and that they will not be having time off with a spouse or de facto spouse who is on maternity leave, The maximum period of leave granted for both paid and unpaid paternity leave should not exceed 52 weeks.

29.9 ADOPTION LEAVE

If an employee is adopting a child and has at least twelve (12) months continuous service they will be entitled to twelve (12) weeks paid leave provided that they are the primary care giver. Further, employees with at least 12 months service are entitled to a period of unpaid adoption leave. Total leave shall not exceed 52 weeks.

In cases where the employee is a secondary carer they are entitled to one (1) weeks paid leave with a further option of an additional fifty one (51) weeks unpaid leave.

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary care-giver of the child;
- b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

29.10 RIGHT TO REQUEST

An employee entitled to parental leave pursuant to the provisions in clause 29.6 may request the employer to allow the employee:

- a) to extend the period of simultaneous unpaid parental leave provided for in clause 29.6.2 up to a maximum of eight weeks;
- b) to extend the period of unpaid parental leave provided for in clause 29.7 by a further continuous period of leave not exceeding twelve (12) months; or

- c) to return from a period of parental leave on a part-time basis until the child reaches school age

to assist the employee in reconciling work and parental responsibilities.

The employer shall consider the request having regard to the employee's circumstances and, provided that the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The employee's request and the employer's decision must be recorded in writing.

When an employee wishes to make a request, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

29.11 COMPASSIONATE LEAVE

The provisions of this clause apply to all employees.

An employee is entitled to use up to three days leave as compassionate leave on each occasion of the death of a member of the employee's immediate family or household.

Each period of compassionate leave stands alone and is not debited against any other type of leave.

Employees are also entitled to take unpaid compassionate leave. The employer and employee should agree on the length of unpaid leave.

29.12 BLOOD DONOR LEAVE

An employee shall receive leave with pay to attend a Blood Bank for the purposes of making a blood donation. This leave is subject to a maximum of four (4) hours payment at ordinary time rate for each occasion on which ordinary time pay is lost.

The employee shall provide the Company with reasonable notice in advance and a certificate of attendance at the Blood Bank.

29.13 CITIZENSHIP CEREMONY LEAVE

An employee who is required to attend a ceremony for the purposes of receiving his/her Australian Citizenship Certificate shall receive leave with pay at ordinary time rate for any time on which ordinary time pay are lost.

The employee shall provide the Company with reasonable notice in advance and allow the Citizenship Certificate to be sighted for verification.

29.14 JURY SERVICE

An employee required to attend for Jury Service during rostered hours shall notify their supervisor as soon as possible prior to the commencement of the service and indicate the expected duration of attendance for Jury Service.

If an employee is required to attend for Jury Service they shall receive their normal rostered ordinary time pay provided the employer receives proof of their attendance and shall be permitted to retain any fees allowed by the court.

29.15 SPECIAL LEAVE

Where an employee requires time away from work for a substantial reason (i.e. Additional Compassionate, Reserve Forces, Major Sporting Events, Study) they may be granted paid leave at the discretion of the employer.

The aforementioned is an indicative listing of the leave that may be sought by employees, however it is not limited to only these and further leave types are contained within the Company's policies.

29.16 OH&S REPRESENTATIVES TRAINING LEAVE

An employee elected as an Occupational Health and Safety Representative may be granted five days paid leave to undergo introductory or refresher training.

The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements.

The granting of leave applies only to the first period of election.

Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at management's discretion as to timing.

Payment is not to be made for travelling time in addition to the leave granted.

Leave to attend courses is not to be debited against any leave.

Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all-purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.

Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc, as may be paid intermittently.

Where an employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

29.17 LEAVE WITHOUT PAY

Leave without pay may be granted at the expiration of employees' leave entitlements in accordance with Company's leave policies.

29.18 ABSENTEEISM

The Company's philosophy is to focus on encouraging employees to be at work unless they are absent due to illness, injury or approved leave. Where it becomes apparent that an employee has developed a pattern of behaviour that is contrary to these goals, the Company's management is committed to encouraging and facilitating good performance by communicating an expectation for improvement and providing the means by which improvement can be achieved and which may require the employee upon return to work to attend an examination conducted by a Company nominated Medical Officer. The Company will endeavour to work with the employee to determine and resolve factors causing absenteeism.

30 STAFF DEVELOPMENT AND FEEDBACK

The overall objective of the Feedback Discussion is to provide a suitable development program for all individuals and to establish a process for mutual Feedback in the workplace. The Feedback Discussion will enable both the supervisor and the employee to measure the effectiveness of any training undertaken (or being undertaken) and provide a forum for ideas and suggestions.

It is an expectation of the Company that employees will participate in the Staff Development process, which will include formal feedback Discussion, conducted on a twelve (12) monthly basis. Informal discussions will occur midway through the twelve (12) month period to review progress of development.

An employee may choose to be accompanied, during the Feedback Discussion, by a third person of their choice.

Records of the discussion will be given to the employee and a copy will be kept on the employee's file.

Areas of review will include but are not limited to productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.

31 CODE OF CONDUCT

The policy of the Company is to have fair, equitable and consistent procedures in the workplace for the purpose of ensuring acceptable behaviour and conduct.

32 DISCIPLINARY PROCESS

The Company is committed to work with employees to assist them to achieve satisfactory standards of work performance and conduct. When an employee does not meet satisfactory standards of conduct in the areas of neglect of duty, approach to work or other misconduct, the process outlined below is to be followed, which shall include the Company providing training where appropriate.

The employee has the right to have representation or the employee's nominated witness present during this process. If the Company suspends an employee while undertaking an investigation, the employee will be suspended and paid as per roster. The disciplinary counselling procedures do not warrant the involvement of barristers and/or solicitors.

Step 1. VERBAL WARNING/COUNSELLING

When the Company has concern regarding the conduct of an employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may verbally warn the employee, which shall be documented with a copy placed on the employee's personnel file. The employee under counselling shall be made aware of the standards of improvement in conduct that is to be made. If after 12 months from the date of verbal warning the Company determines that the conduct has been satisfactory, the written record of the warning will be removed from the employee's personnel file.

Step 2. FIRST WRITTEN WARNING

If the employee fails to meet the agreed standards of improvement in accordance with Step 1, or if the Company has a second concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the employee with a written warning, with a copy placed on the employee's personnel file. The employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made. If after 12 months from the date of written warning

the Company determines that the conduct has been satisfactory, the written warning will be removed from the employee's personnel file.

Step 3. FINAL WRITTEN WARNING

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

Step 4. DISMISSAL

If the employee fails to meet the agreed standards of improvement in accordance with Step 3, or if the Company has a further concern about the conduct of the employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may dismiss the employee with a written notice of termination.

While in most cases each step of the procedure will be followed in sequential order, in certain cases of serious breaches of procedures or unacceptable conduct, the Company may move straight to Step 3 of the procedure.

Serious breaches in this context refer to breaches that for which it is not reasonable that a second breach would be tolerated and include such breaches that are likely to significantly put at risk other persons or the environment.

32.1 SUMMARY DISMISSAL

The Company may dismiss an employee, without notice, for serious misconduct warranting summary dismissal. The Company shall undertake an investigation into the issues pertaining to the serious misconduct. The employee/s concerned will be afforded due and proper process including right to representation and opportunity to respond. The employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may summarily dismiss the employee.

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

33 TRAUMA COUNSELLING

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

34 ACCIDENT PAY

An employee, who is in receipt of workers compensation payments, shall also receive payment from the Company of an amount equal to the difference between the workers compensation payment and the employee's ordinary base rate of pay at the time of the injury for a maximum period of fifty-two (52) weeks.

An employee on engagement shall be required to declare all workers compensation claims made by them and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay.

Accident pay shall not be paid where any period of other paid leave of absence has been granted.

In the case of an employee rostered off on a programmed leisure day/extra day off which falls in a period when they are receiving workers compensation, they are not entitled to an alternative programmed leisure day/extra day off at a later stage.

The employer shall not dismiss any employee by reason only of them being in receipt of accident pay.

An employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would *have* continued to so act.

An employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of their claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim. On acceptance of a claim, sick *leave* used under this clause for the claim will be re-credited.

35 FATIGUE MANAGEMENT

The Company agrees to develop practices and working arrangements that take into consideration the nature of the rail-working environment. In respect to fatigue management, rosters, additional hours and work will all be monitored to ensure employees do not place themselves at an unacceptable level of risk.

In return, employees agree to present for work in a safe manner without undue impairment caused by fatigue or external activities likely to cause fatigue.

All parties to this Agreement have a shared responsibility in ensuring fatigue related risk is minimised.

36 TRANSMISSION OF BUSINESS

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

37 CONTINUITY OF SERVICE

As a consequence of any functions or activities being performed by the Company or its successors, assignees or transmittes, employees who continue their employment with the Company or their successor, assignee or transmittee shall *have* their service with the previous employer, including service recognised by a previous employer will count for all purposes with the new employer (including salary progressions where applicable, the maintenance of all accrued entitlements including pro rate accruals with the previous employers transferring with the employee, this includes sick leave, annual leave, annual leave loading, long service leave, rostered days off or their equivalent, time off in lieu owing, public holidays, employee travel passes and any other accrued entitlements) and for the purposes of calculating any redundancy payments.

38 EXTRA CLAIMS

The parties and the employees agree that they will not for the duration of this agreement pursue any extra claims on matters on either the company or the employees dealt with by this Agreement.

39 SIGNATURES

The parties to this Agreement (including attachments) are committed to the provisions contained herein.

Signed for and on behalf of

RAIL MAINTENANCE SERVICES PTY LTD

.....
Signature of authorised signatory

.....
Signature of witness

.....
Name of authorised signatory

.....
Name of witness

.....
Address of authorised signatory

.....
Address of witness

		5%	5%	5%
	Current	1/01/2012	1/01/2013	1/01/2014
Overtime Meal	\$ 12.66	\$ 13.29	\$ 13.95	\$ 12.06
Daily Travel				
0-50kms	\$ 29.05	\$ 30.50	\$ 32.02	\$ 33.62
50-100kms	\$ 40.35	\$ 42.36	\$ 44.48	\$ 46.71
Over 100kms	\$ 80.71	\$ 84.74	\$ 88.98	\$ 93.43
Use of Private Vehicle (Per Kilometre)	\$ 0.81	\$ 0.85	\$ 0.90	\$ 0.94
First Aid	\$ 12.15	\$ 12.75	\$ 13.39	\$ 14.06
Traction Registration	\$ 27.91	\$ 29.31	\$ 30.78	\$ 32.32
Infrastructure Works Allowance	\$ 1.8455	\$ 1.9378	\$ 2.0347	\$ 2.1364
Living Away From Home Allowance				
Victoria				
Breakfast	\$ 18.83	\$ 19.77	\$ 20.76	\$ 21.80
Lunch	\$ 18.83	\$ 19.77	\$ 20.76	\$ 21.80
Dinner	\$ 27.83	\$ 29.22	\$ 30.68	\$ 32.22
Accommodation	\$ 80.46	\$ 84.48	\$ 88.70	\$ 93.14
Total	\$ 145.95	\$ 153.24	\$ 160.90	\$ 168.96
Interstate				
Breakfast	\$ 31.47	\$ 33.04	\$ 34.36	\$ 36.08
Lunch	\$ 31.47	\$ 33.04	\$ 34.36	\$ 36.08
Dinner	\$ 46.67	\$ 49.00	\$ 51.45	\$ 54.02
Accommodation	\$ 107.81	\$ 113.20	\$ 118.86	\$ 124.80
Total	\$ 217.42	\$ 228.28	\$ 239.03	\$ 250.98

ATTACHMENT B

TRADE, SALARIED and PROFESSIONAL POSITIONS

Current	1/01/2012	1/06/2012	1/01/2013	1/06/2013
\$ 35.68	\$ 36.61	\$ 37.56	\$ 38.54	\$ 39.54
1/01/2014	1/06/2014			
\$ 40.57	\$ 41.62			

NON TRADE

Current	1/01/2012	1/01/2013	1/01/2014
31.88	33.47	35.14	36.90

With respect to the rates paid to Track Gangers, and Special Gangers these employees shall be treated as trade for this clause only.

Plant Operators

PCW	Current	1/01/2012 5%	01/01/2013 5%	01/01/2014 5%
1	\$ 28.40	\$ 29.82	\$ 31.31	\$ 32.87
2	\$ 29.51	\$ 30.98	\$ 32.53	\$ 34.16
3	\$ 30.74	\$ 32.27	\$ 33.89	\$ 35.58
4	\$ 32.00	\$ 33.60	\$ 35.28	\$ 37.04
5	\$ 33.29	\$ 34.95	\$ 36.70	\$ 38.53
6	\$ 34.61	\$ 36.34	\$ 38.15	\$ 40.06
7	\$ 35.93	\$ 37.72	\$ 39.61	\$ 41.59

ATTACHMENT B

Non Construction Rates

Classifications	CURRENT	2012	2013	2014
Terminal Operator	\$ 32.58	\$ 34.20	\$ 35.91	\$ 37.71
Train Examiner	\$ 25.71	\$ 26.99	\$ 28.34	\$ 29.76
Hi Rail Operator	\$ 28.72	\$ 30.15	\$ 31.66	\$ 33.24
Way Maintainer	\$ 22.81	\$ 23.95	\$ 25.14	\$ 26.40
Way Gang Protector	\$ 23.96	\$ 25.15	\$ 26.41	\$ 27.73
Way Gang Protection Co-ordinator / Signalman	\$ 28.66	\$ 30.09	\$ 31.59	\$ 31.17
Shunter	\$ 31.21	\$ 32.77	\$ 34.40	\$ 36.12
Forklift Operator	\$ 23.62	\$ 24.80	\$ 26.04	\$ 27.34
TRMO C3	\$ 24.04	\$ 25.24	\$ 26.50	\$ 27.80
Backhoe Operator/Front End Loader Operator	\$ 25.52	\$ 26.80	\$ 28.14	\$ 29.54
TRMOC4	\$ 26.20	\$ 27.51	\$ 28.88	\$ 30.32
Way Gang Bus Driver	\$ 26.59	\$ 27.91	\$ 29.31	\$ 30.78
Way Gang Driver	\$ 26.16	\$ 27.46	\$ 28.84	\$ 30.28
Truck Driver 8 tonne	\$ 26.01	\$ 27.31	\$ 28.67	\$ 30.10
Truck Driver 8 to 16 tonne	\$ 26.53	\$ 27.85	\$ 29.24	\$ 30.71
Truck Driver over 16 tonne	\$ 26.94	\$ 28.28	\$ 29.70	\$ 31.18
Welders Offside	\$ 23.34	\$ 24.50	\$ 25.73	\$ 27.01
Thermit Welder	\$ 26.08	\$ 27.38	\$ 28.75	\$ 30.19
Leading Hand	\$ 24.04	\$ 25.24	\$ 26.50	\$ 27.82
Ganger	\$ 26.34	\$ 27.65	\$ 29.03	\$ 30.49
Special Ganger	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00
Road Foreman	\$ 36.96	\$ 38.80	\$ 40.74	\$ 42.78

Construction Rates

Classifications	CURRENT	2012	2013	2014
Way Maintainer (PCW1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Way Gang Protector (pcw1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Way Gang Protection Co-ordinator/Signalman (PCW1) + L/H \$1.06	\$ 30.39	\$ 31.90	\$ 33.50	\$ 35.18
Forklift Operator (PCW3)	\$ 30.30	\$ 31.81	\$ 33.40	\$ 35.07
TRMO C3 (PCW1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Backhoe Operator/Front End Loader Operator (PCW3)	\$ 30.30	\$ 31.81	\$ 33.40	\$ 35.07
TRM0C4 (PCW1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Way Gang Bus Driver (PCW2)	\$ 29.08	\$ 30.53	\$ 32.06	\$ 33.66
Way Gang Driver (PCW2)	\$ 29.08	\$ 30.53	\$ 32.06	\$ 33.66
Truck Driver 8 tonne (PCW2)	\$ 29.08	\$ 30.53	\$ 32.06	\$ 33.66
Truck Driver 8 to 16 tonne (PCW3)	\$ 30.30	\$ 31.81	\$ 33.40	\$ 35.07
Truck Driver over 16 tonne (PCW3)	\$ 30.30	\$ 31.81	\$ 33.40	\$ 35.07
Welders Offsider (PCW1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Thermit Welder (PCW1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Leading hand (PCW1)	\$ 29.28	\$ 30.74	\$ 32.27	\$ 33.89
Ganger				
Special Ganger				
Road Foreman				