

BC Rail and RTBU Victoria Safeworking Agreement 2024

Table of Contents

| | | |
|-------|---|----|
| 1. | Agreement Application & Operation | 4 |
| 1.1. | Title of Agreement | 4 |
| 1.2. | Parties Bound and Application of Agreement | 4 |
| 1.3. | Definitions | 4 |
| 1.4. | Period of Operation | 7 |
| 1.5. | Relationship to Awards and Agreements and NES | 7 |
| 1.6. | No Extra Claims | 7 |
| 2. | Contract of Employment..... | 8 |
| 2.1. | Status of Employment..... | 8 |
| 2.2. | Higher Duties..... | 8 |
| 2.3. | Probation Period | 8 |
| 2.4. | Skills, Competence & Training | 8 |
| 2.5. | Medical Assessment..... | 10 |
| 2.6. | Full time Employees | 10 |
| 2.7. | Part-Time Employees | 10 |
| 2.8. | Casual Employees..... | 11 |
| 2.9. | Casual Employees – Secure Employment | 11 |
| 2.10. | Casual Conversion | 12 |
| 2.11. | Termination of Employment | 13 |
| 2.12. | Abandonment of Employment | 15 |
| 2.13. | Drugs and Alcohol | 15 |
| 2.14. | Employee Obligations | 16 |
| 2.15. | Clothing and Personal Protective Equipment | 16 |
| 3. | Dispute Settlement Procedure | 17 |
| 3.1. | Procedure..... | 17 |
| 4. | Classifications..... | 19 |
| 5. | Wage Rates | 19 |

| | | |
|-------|---|----|
| 5.1. | Ordinary hourly wage rate | 19 |
| 5.2. | Payment of Wages | 19 |
| 6. | Allowances | 19 |
| 6.2. | Allowances | 20 |
| 6.3. | On-Call and Cancellation | 20 |
| 6.4. | Vehicle Travelling Arrangements and Allowances | 21 |
| 6.5. | Travel & Incidental Expenses-Overnight Travel | 22 |
| 7. | Superannuation..... | 23 |
| 8. | Incolink contributions | 23 |
| 9. | Induction and Orientation | 25 |
| 10. | Hours of Work and Overtime..... | 25 |
| 10.1. | Hours of Work..... | 25 |
| 10.2. | Overtime | 26 |
| 10.3. | Shift Work definitions | 26 |
| 11. | Rostering Principles..... | 27 |
| 11.2. | Rostered Days off (RDOs)..... | 27 |
| 12. | Call Back | 28 |
| 13. | Minimum Break Between Shifts | 28 |
| 14. | Breaks..... | 29 |
| 14.1. | Meal Breaks..... | 29 |
| 14.2. | Rest Breaks..... | 29 |
| 15. | Leave Entitlement | 29 |
| 15.1. | Annual Leave (Permanent Employees) | 29 |
| 15.2. | Entitlement to Annual Leave | 29 |
| 15.3. | Accrual of Annual Leave | 30 |
| 15.4. | Calculation of Annual Leave Pay | 30 |
| 15.5. | Notice of Taking Annual Leave..... | 30 |
| 15.6. | Personal / Carer’s Leave Entitlement (Permanent Employees)..... | 31 |

| | | |
|--|--|-------------------------------------|
| 15.7. | Unpaid Carer’s leave | 31 |
| 15.8. | Parental Leave..... | 31 |
| 15.9. | Compassionate Leave | 31 |
| 15.10. | Long Service Leave | 32 |
| 15.11. | Community Service Leave | 32 |
| 15.12. | Domestic and Family Violence | 33 |
| 16. | Public Holidays | 34 |
| 17. | Consultation | 35 |
| 18. | Individual Flexibility | 37 |
| 19. | Employee Representatives | 38 |
| 19.1. | Entitlement to a representative..... | 38 |
| 19.2. | Workplace Representative Training Leave | 39 |
| 19.3. | Workplace Representation and Union Recognition | 39 |
| Annexure A – Classifications..... | | 0 |
| Annexure B – Rail Infrastructure Works – Rates of Pay..... | | 1 |
| Annexure C - Construction Works Rates..... | | 5 |
| Annexure D – Travelling and Incidental Expenses-Overnight | | Error! Bookmark not defined. |

1. Agreement Application & Operation

1.1. Title of Agreement

BC Rail and RTBU Victoria Safeworking Enterprise Agreement 2024 (Agreement).

1.2. Parties Bound and Application of Agreement

1.2.1. The Agreement covers:

- a) **BC Rail Pty Ltd** (ABN 46 609 467 932) (**BC Rail** or **Company**) in respect of employees of the Company covered by the Agreement.
- b) The Employees of the Company employed in the classifications contained in clause 4 – Classifications and Annexure A – Classification Definitions of this Agreement when working on a Rail Infrastructure Work site and Construction Work site for the Company in Victoria (**Employees**); and
- c) Subject to compliance with sections 183 and 201(2) of the Fair Work Act 2009 (Cth) (Act), the Australian Rail, Tram and Bus Industry Union will be covered by this Agreement (**RTBU**).

1.3. Definitions

| | |
|--|---|
| Act or FW Act | means the <i>Fair Work Act 2009 (Cth)</i> . |
| Additional Medical Requirements | A medical is conducted due to further assessment required out of the required cycle for category 1 rail medical assessments of the National Standard for Health Assessments of Rail Safety Workers, including “Fit for Duty Subject to Review” medical examinations. This does not include triggered medicals arranged by the Company |
| Agreement | means this enterprise agreement, being the <i>BC Rail and RTBU Victoria Safeworking Enterprise Agreement 2024</i> . |
| ATO Act & Guidelines | means the <i>Taxation Administration Act 1953</i> , the <i>Income Tax Assessment Act 1997</i> , the <i>Income Tax Assessment Act 1936</i> and associated legislation, regulations and guidelines (as amended from time to time). |
| Award | means the <i>Rail Industry Award 2020</i> . |
| Base Rate of Pay | has the same meaning as provided in the Act. |
| Casual Employee | means a person who is engaged by the Company as a casual employee in accordance with section 15A of the Act. |
| Classification Competencies | means the units of competence as defined in the National Transport and Logistics Industry Skills Council for Rail Transport (as amended from time to time), under the Australian Quality framework. |
| Client | means a person or business to who the Company provides Safeworking employee services. |
| Company | means BC Rail Pty Ltd (ABN 46 609 467 932) trading as BC Rail . |
| Competitor | means a person or business who engages employees directly or provides employees, in Safeworking Duties to another person or business, in Victoria. |
| Continuous Employment | means when an employee has solely worked for the company without any Unapproved Absences and has no more than a 2 week break in performing work on a Company shift, except for if that break in shifts has been approved in writing by the Company and for permanent employees |

| | |
|-------------------------------------|--|
| | is a period of approved paid or unpaid leave under the terms of this Agreement. |
| Construction Works | means works which are classified as Construction Works in accordance with the definition and criteria set out in Annexure C. |
| Day Worker | means an Employee engaged as such in accordance with clause 10.1 of this Agreement. |
| De Facto Partner | in relation to an employee means: <ul style="list-style-type: none"> • a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and • includes a former de facto partner of the Employee. |
| Designated Shift worker | means an Employee engaged in accordance with clause 10 who performs work on a system of consecutive shifts throughout the 24 hours of each day over 7 consecutive days without interruption and who is regularly rostered to work those shifts. |
| Excess KM | means those kilometres referred to in 6.4.3(b). |
| 5-Day Shift worker | means an Employee engaged in accordance with clause 10 who performs work on a system of shifts, throughout the 24 hours of a day over a 5 day roster period between Monday and Friday. |
| Family and Domestic Violence | means violent, threatening or other abusive behaviour by a close relative of an Employee: <ul style="list-style-type: none"> • that seeks to coerce or control the Employee; and • causes them harm or to be fearful. A close relative of an Employee is a person who: <ul style="list-style-type: none"> • is a member of the Employee’s Immediate Family (as defined by the Act); or • is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules. |
| FWC | means the Fair Work Commission. |
| Immediate Family | means: <ol style="list-style-type: none"> a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee. |
| Inclement Weather | means abnormal climatic conditions (for example hail, high wind, severe dust storm, extreme temperatures (35 degree Celsius or higher)) under which it is either unreasonable or unsafe for Employees exposed to these conditions to continue working. |
| Long Service Leave Scheme | means the <i>Construction Industry Long Service Leave Act 1997 (Vic)</i> (as amended from time to time). |

| | |
|---------------------------------------|--|
| Nationally Accredited Training | means nationally recognised units delivered by a Registered Training Organisation and a Statement of Attainment which is issued as per Australian Skills Quality Authority standards. |
| NES | means the National Employment Standards in the Act. |
| Ordinary Hours of work | are as set out in clause 10 of this Agreement. |
| Permanent | refers to a full time or part time employment, not casual employment. |
| Rail Infrastructure Works | means maintenance and refurbishment, major periodic maintenance, refurbishment and renewals work for existing rail. |
| Rail Transport Operator | means an organisation having the role of one or both of a rail infrastructure manager or rolling stock operator, as defined by the Rail Safety National Law. |
| Residence | means the Employee's place of residence which is consistent with ATO Act and Guidelines, as notified in writing by the Employee to the Company at the time the Employee commences employment, or as varied by written notification by the Employee to the Company during the employment and agreed to by the Company. |
| Roster | means a work schedule setting out the hours of work within a period for employees |
| Rostered Day of Work | means a day in which an employee is required on the Company Roster to perform rostered hours of work. |
| Rostered Day off (RDO) | means: <ul style="list-style-type: none"> • for an Employee who is engaged as a Day Worker, a week day ; or • for an Employee who is engaged as a Shift worker, a day of work which falls within the roster cycle; which is not worked by an Employee as a result of the operation of a method of working an average of 38-hour week where sufficient extra ordinary time is worked on a number of days and accrued to allow for the day off. |
| Rostered Working Hours | means the total hours an Employee is required to work by the Company as set out in the Roster, including: <ul style="list-style-type: none"> • the Employee's Ordinary Hours of work; and • any rostered, or authorised overtime. |
| Safeworking Duties | means the duties which require an Employee to possess the necessary qualifications, skills and experience to undertake the safe management of rail traffic to maintain separation between workers and machinery to prevent workers from being struck by rail traffic in accordance with Rail Transport Operators procedures, rules and regulations, the <i>Rail Safety National Law Application Act 2013 No 22</i> , and the 1994 Book of Rules and Operating Procedures (as amended) from time to time. |

| | |
|----------------------------|---|
| Serious Misconduct | is as defined the <i>Fair Work Regulations 2009 (Cth)</i> (FW Regulations) as amended from time to time. |
| Scheme | means the industry schemes known as Incolink and LeavePlus. |
| Shift worker | means a 5-Day Shift worker or Designated Shift worker |
| Training Time | means the time the Employee is required by the Company to attend training in accordance with clause 2 |
| Unapproved Absences | means: <ul style="list-style-type: none"> • for a full time or part employee, a period the Employee is absent from duty and not on a period of approved leave; or • for a casual employee, a period of time that the Employee declined to work rostered shifts in order to perform work for another company without the Company’s prior written approval. |

1.4. Period of Operation

1.4.1. This Agreement shall take effect 7 days after the Agreement is approved by the Fair Work Commission, in accordance with the Act and shall have a nominal expiry date of three (3) years from the commencement date.

1.4.2. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the Act.

1.5. Relationship to Awards and Agreements and NES

1.5.1. This Agreement is a comprehensive document and will stand alone. The Agreement operates to the exclusion of the Award (as defined) or any other modern awards.

1.5.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.6. No Extra Claims

1.6.1. During the term of this Agreement there shall be no extra claims by the parties regarding the terms and conditions under this Agreement. The Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship between the Company and its Employees.

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

2. Contract of Employment

2.1. Status of Employment

- 2.1.1.** Employees covered by this Agreement will be engaged as either full-time, part-time, fixed-term, or casual Employees.
- 2.1.2.** Employees may be directed to undertake a range of duties that are within their skill, training and competency. The level of flexibility and skill is comprehended in the rates for each classification.
- 2.1.3.** Employees are required to perform work in which they are qualified and classified to undertake, anywhere in the rail network in the state of Victoria.
- 2.1.4.** The Company shall notify employees in writing at the commencement of their employment of the terms on which they are engaged including whether they are engaged as a full-time, part-time, fixed-term or casual employee, and of any change to their employment.

2.2. Higher Duties

- 2.2.1.** Where an Employee is directed to work for more than two hours on a classification of work carrying a higher rate than the Employee's usual classification, the Employee shall be paid the higher rate for the time the Employee spends completing the higher duties during the shift, subject to the Employee providing the Company with a timesheet signed by the client evidencing this requirement.

2.3. Probation Period

- 2.3.1.** All new Employees (other than casual Employees) shall be employed on probation for a period of six (6) months.
- 2.3.2.** During this period, either party may terminate the employment by giving the period of one (1) weeks' notice in writing or for the Company payment in lieu of notice. For the avoidance of doubt an Employee is not entitled to notice if the employment is terminated for serious misconduct in accordance with this Agreement.

2.4. Skills, Competence & Training

- 2.4.1.** The Parties acknowledge that formal skills acquisition is beneficial to the Company and the Employees. Therefore, the Company, is committed to training and development of its Employees and providing career opportunities through appropriate training to acquire the additional skills required to perform their duties with the Company.
- 2.4.2.** Where a full-time or part-time Employee is required to attend off-the-job training as directed by the Company, the Employee will be paid the relevant Rail Infrastructure Works Ordinary Hours rate of pay for the hours in which they are required to attend that training.
- 2.4.3.** Employees may be required to undertake training at the direction of the Company. In order to increase the efficiency and productivity of the Company, a commitment to structured training and skill development is required by Employees.

2.4.4. Compliance Training:

- (a) Compliance training includes any training that is a requirement to work in the rail corridor and maintain the classification to which an employee was employed.
- (b) All ongoing compliance training for existing Employees must be approved and arranged by the Company in accordance with its relevant policy.
- (c) Relevant compliance training will be provided to full-time and part-time Employees to enable them to perform their necessary duties and the cost of training shall be paid directly by the Company. The rate of pay for attendance at training will be based on the relevant Rail Infrastructure Works rate of pay.
- (d) The course cost of any successfully completed compliance training provided to casual Employees will be the responsibility of the Employee, however, the Company shall reimburse the Employee for the cost of that training agreed to by the Company, after a period of 12 months Continuous Employment after the completion of training. This will fall in line the pay period directly following this anniversary.
- (e) Where a full time or part time Employee leaves the Company or has an Unapproved Absence within 12 months of receiving the training, the cost of the training course, if already paid to or for the Employee by the Company, may be retained from the Employee's final pay or passed on for recovery on a pro-rata basis.

2.4.5. Non-Compliance-Upskill and Multiskilling Training:

- (a) Upskill and multiskilling training means all other accredited training that is in addition to any training required to perform the Employee's classification under which an Employee is employed.
- (b) All upskill or multiskilling training must be approved and arranged by the Company.
- (c) The course cost of any upskill and multiskilling training provided to full time or part-time Employees will be paid directly by the Company. The rate of pay for Employees attending training during the Ordinary Hours of work will be based on the relevant Rail Infrastructure Works rate of pay for the Ordinary Hours of work they attend that training.
- (d) Where training is attended with the approval of the Company and is booked by the Company, the course cost of any upskill and multiskilling training provided to casual Employees will be the responsibility of the Employee, however, the Company shall reimburse the Employee after a period of 12 months Continuous Employment.
- (e) Where a full time or part time Employee leaves the Company within 12 months of receiving the training, the cost of the training course, if paid to or for the Employee, may be retained from the Employee's final pay or passed on for collection on a pro-rata basis.

2.4.6. Safeworking Traineeship

- (a) The parties recognise the importance of developing experienced and competent Employees to perform Safeworking Duties to provide a safe Victorian Railway.
- (b) Over the life of this Agreement the parties will meet to discuss the merits of establishing a safeworking traineeship, which may result in a subsequent classification to meet this goal.

2.4.7. Vocational Training

The parties to this Agreement recognise that vocational training is integral to the efficiency and productivity of the rail industry. To facilitate ongoing vocational training for employees, when the Company requires training to be provided to employees, the Company will engage an organisation(s) approved by the RTBU to deliver that training. Agreement on courses, costs and training providers will be put in writing.

2.5. Medical Assessment

- 2.5.1.** Where an Employee is required by the Company to attend a medical assessment for the purposes of maintaining the individual's appropriate periodical Category 1 Rail Medical clearance (as required by the *National Standard for Health Assessments of Rail Safety Workers*), the cost of the medical assessment will be the responsibility of the Company and will be booked by the Company.
- 2.5.2.** For the avoidance of doubt, for Additional Medical Requirements this clause does not require the Company to pay for any additional medical appointments required for the Employee to perform their duties, or to maintain a Category 1 Rail Medical clearance that is in addition to the minimum Category 1 medical examination. The Company will not be required to pay for any secondary or additional medical test/appointments that arise from the rail medical assessment.
- 2.5.3.** If the Employee requests to have the medical assessment performed by an alternative medical provider, this will be at the expense of the Employee. Where practicable, the Company will endeavour to book a the medical close to their place of residence.
- 2.5.4.** The Company shall pay full-time and part-time Employees the Rail Infrastructure Works Ordinary Hours rate of pay for only the Ordinary Hours of work reasonably taken by the Employee to attend and undertake the medical assessment, if such attendance is during those Ordinary Hours of work.
- 2.5.5.** Where an Employee leaves the Company or has an Unapproved Absence within 12 months of receiving the medical assessment in accordance with clause 2.5.1, the reasonable costs of the Medical Assessment, if paid by the Company, will be deducted on a pro-rata basis from the Employee's final pay or passed on for recovery if the Employee's final pay is insufficient.

2.6. Full time Employees

- 2.6.1.** Ordinary hours of work for a full-time employee are an average of 38 hours per week to be worked in accordance with the provisions of clause 10 – Hours of Work, of this Agreement.

2.7. Part-Time Employees

- 2.7.1.** A part-time employee works a regular pattern of hours which is an average of less than 38 ordinary hours per week.

- 2.7.2.** For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours.
- 2.7.3.** The Company must inform a part-time employee of the ordinary hours of work and the classification applying to the work to be performed.
- 2.7.4.** Before commencing part-time employment, the Company must agree in writing with the employee to all of the following:
- (a) the number of hours of work, and
 - (b) the days of the week on which the hours will be worked, and
 - (c) the times at which the Employee will start and finish work each day and
 - (d) the classification applying to the work being performed.
- 2.7.5.** An agreement under clause 2.7.4 must state that any variation mutually agreed by the Company and the employee of any of the matters mentioned in clauses 2.7.4(a) to 2.7.6 must be in writing.
- 2.7.6.** The Company must keep a copy of the agreement (including any variation to it) under clause 2.7.4 and give another copy to the employee within 14 days.
- 2.8. Casual Employees**
- 2.8.1.** A casual Employee is an Employee who is engaged and paid as such and paid by the hour in accordance with the Act.
- 2.8.2.** Each engagement of a casual Employee must be for a minimum of 8 hours (**minimum engagement period**). A casual Employee who attends work who is not fit for duty or ready, willing, and able to perform work as reasonably directed is not entitled to payment for the minimum engagement period.
- 2.8.3.** The Company may not engage casual employees as Designated Shift Workers.
- 2.8.4.** Casual employees will be paid on an hourly rate basis equivalent to the minimum base rate of pay prescribed for the classification. A casual loading of 25% will then be applied on top of that classification rate. The rates of pay for casual employees are set out in the Appendices to this Agreement.
- 2.8.5.** In this Agreement, the Company must pay any relevant penalty rates inclusive of the casual loading. Penalty rates will be applied according to the following formula: **(Base permanent rate of pay for employee's classification plus casual loading of 25%) multiplied by (penalty rate)**.
- 2.8.6.** The casual loading incorporated into the Casual Hourly Rate is only paid to an Employee on the basis that they are a casual Employee for the purposes of the Act and otherwise, and in lieu of entitlements to paid leave and other benefits of permanent employment including but not limited to notice of termination pay.
- 2.9. Casual Employees – Secure Employment**

The parties recognise the importance of secure employment in the rail industry and particularly for safety critical roles. The Parties acknowledge that secure employment

results in increased levels of training, experience and understanding of the hazards of the job and industry.

2.10. Casual Conversion

- (a) A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the Company.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee - that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- (i) Where the Company refuses a regular casual employee’s request to convert, the Company will provide the casual employee with the reasons for refusal in writing with supporting evidence within 21 days of the request being made. If the employee does not accept the Company’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the Company may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 2.7.1.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage) or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.
- (o) Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) The Company will provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work.
- (q) A casual employee’s right to request to convert is not affected if the Company fails to comply with the notice requirements in paragraph (p).

2.11. Termination of Employment

2.11.1. Termination of Employment by the Company or the employee shall be by giving the relevant period of notice in writing as set out in the table below:

| Where the Employee 's Period of Continuous Service with the Company is: | The Period of Notice is: |
|---|--------------------------|
|---|--------------------------|

| | |
|---|---------|
| All Casual Employees | 8 hours |
| All 'Full Time' and 'Part Time' Employees: | |
| Up to 1 year | 1 week |
| 1 year or more but not more than 3 years | 2 weeks |
| 3 years or more but not more than 5 years | 3 weeks |
| 5 years or more | 4 weeks |

- 2.11.2.** With the exception of casual Employees, an Employee who is over the age of 45 and has completed at least 2 years of service with the Company at the time of giving the notice is entitled to one extra weeks' notice in addition to the period set out in the above table.
- 2.11.3.** If an Employee who is at least 18 years old fails to give the required period of notice the Company has the right to deduct an amount from wages due to the Employee under this Agreement up to a maximum of the Ordinary Hours rate of pay plus allowances, of the notice period not worked.
- 2.11.4.** The Company may pay the Employee in lieu of their notice period, or not require the Employee to work a period of the notice period and pay the Employee in lieu of the balance of the hours the Employee would have worked had the employment continued to the end of the notice period.
- 2.11.5.** Term based Employee's employment will terminate on:
- (a) the completion of the specified time; or
 - (b) completion of the defined project or defined task within a project; or
 - (c) if neither subclauses (a) and (b) apply on the provision of notice outlined in clause 2.11.1.
- 2.11.6.** In all cases, an Employee's employment may be terminated by the Company without notice for Serious Misconduct.
- 2.11.7.** Where the Employee has abandoned their employment, the terms of clause 2.12 apply.
- 2.11.8.** When an Employee's employment is terminated, the Company shall pay any wages due as soon as practicable, and in any case within the next pay run.
- 2.11.9.** If a full-time or part-time Employee no longer holds a qualification required to perform the inherent requirements of their role as specified by their contract or any subsequent amendment, the Company reserves the right to terminate their employment immediately on that basis.
- 2.11.10.** Should an Employee produce a positive drug and alcohol test or be marked 'Fit for Duty Conditionally', the Company reserves the right to terminate the employment on that basis.
- 2.11.11.** Should the full-time or part-time Employee be temporarily banned from a Site Location or client premises, the Company reserves the right to terminate the employment on that basis if the Employee cannot be suitably redeployed.

2.12. Abandonment of Employment

- 2.12.1.** The unauthorised absence of an Employee from work for a continuous period exceeding 3 rostered working days shall be preliminary evidence that the Employee has abandoned their employment.
- 2.12.2.** For clause 2.12.1 an unauthorised absence includes:
- (a) the Employee being absent without the consent of the Company by way of example if the Employee is a full time or part time Employee, that Employee accepting a shift at another company during their rostered hours of work;
 - (b) the Employee being absent without a reason acceptable to the Company; or
 - (c) the Employee being absent without proper notification to the Company.
- 2.12.3.** The Company must make reasonable attempts to contact an Employee before declaring that the Employee has abandoned their employment.
- 2.12.4.** For the avoidance of doubt, reasonable attempts are defined as follows:
- (a) phone contact to the Employee and their emergency contact; or
 - (b) an email sent to the Employee's last known email address advising them that their employment will be terminated should the Employee fail to contact the Operations Manager by a certain date; or
 - (c) where possible face to face contact.
- 2.12.5.** The amount of notice, or payment instead of notice, must be in accordance with the NES as prescribed in the Act.

2.13. Drugs and Alcohol

- 2.13.1.** The Company expects all Employees to attend work in a fit and healthy condition free from the adverse effects of drugs and/or alcohol to ensure that work can be performed safely. Accordingly, it is prohibited:
- (a) for an Employee to attend work under the influence of any drug and/ or alcohol, subject to clause 2.13.2; and
 - (b) to be in possession of drugs other than those medically prescribed and which the Company has been notified of, in accordance with clause 2.13.2, whilst on site.
- 2.13.2.** Any Employee who is required by a medical practitioner to use or possesses prescribed and/or a over the counter medication that can potentially affect an Employee's ability to safely perform work must declare this to their supervisor prior to or arriving at site. For the avoidance of doubt, drugs referenced in this clause means any illicit drugs, prescription drugs and over the counter medications.

- 2.13.3.** If an Employee is found to be in the possession of, using and/or under the influence of alcohol, intoxicant illegal drugs, or other drugs which can impact their ability to safely perform their position which have not been declared in accordance with clause 2.13.2, he/she will be subject to disciplinary action, which may include suspension without pay and/or summary dismissal.
- 2.13.4.** Employees will be required during their employment to adhere to the Company's alcohol and/or Rail Operators site alcohol and other drugs procedures that shall be consistent with the respective State's Rail Safety Act Provisions, including any:
- (a) pre-employment, random and for cause testing on site; and
 - (b) completion of necessary declarations regarding any prescribed or "over the counter" medications being taken by the Employee or brought onto site.
- 2.13.5.** Random testing for the purposes of this clause may be performed during an Employee's Rostered Working Hours, unrostered overtime or training time.
- 2.13.6.** Employees who require assistance and support with alcohol, gambling and/or drug issues, will have access to the Company Employee Assistance Program.

2.14. Employee Obligations

- 2.14.1.** All Employees shall:
- (a) complete any site induction program prescribed by the Company;
 - (b) abide by the Company's policies and procedures and any Site Location specific policies and procedures which apply to the work being performed by the Employee;
 - (c) carry out work either individually or as part of a team as directed by the Company;
 - (d) carry out work in a safe manner ensuring the quality of their work;
 - (e) carry out such reasonable duties as are within the limits of the Employee's skills, competence and training consistent with the classification structure of the Agreement;
 - (f) be prepared to train Employees classified at a lower level than themselves when reasonably required by the Company and assist Employees classified at a higher level in the performance of their duties;
 - (g) undertake work required of them on any worksite in a diligent, flexible and cooperative manner;
 - (h) wear any relevant clothing, personal protective equipment or uniform required to be worn by the Company or Client when performing work.

2.15. Clothing and Personal Protective Equipment

- 2.15.1.** On Company receiving a written request from the Employee, the Company will provide each Employee with work clothing and personal protective equipment (**PPE**) and equipment in accordance with clause 2.15.3.
- 2.15.2.** The work clothing and PPE shall be supplied prior to commencement of employment at the written the request of a new employee, by the Company and will be consistent with the relevant Australian and New Zealand standards.

- 2.15.3.** The following items of safety clothing will be provided by the Company in accordance with its policy and must be worn at all appropriate times when performing work:
- (a) 2 shirts which are compliant to relevant network requirements
 - (b) 1 wet weather jacket
 - (c) 1 vest 1 hat/beanie
 - (d) 1 pair of safety boots (lace up and ankle high)
- 2.15.4.** All clothing and footwear specified in clause 2.15.3 will be replaced on a fair wear and tear basis, on the Company receiving a written request from the Employee and conditional on that old clothing or footwear being presented for inspection to the Company if required.
- 2.15.5.** In circumstances where employees are informed of the company's obligations arising under 2.15.3 and no such request is made by an Employee, it will be taken by the Company that the Employee holds all necessary clothing and PPE to safely perform their duties. PPE will be provided upon written request by an Employee to the Operations Officer. It is assumed the Employee has all relevant clothing and PPE.
- 2.15.6.** Additional PPE e.g. hard hat, Hi-Vis vest (AUS/NZ 4602), gloves and safety glasses or equipment, will be supplied by the Company on an individual basis where/when required for the performance of an Employee's duties.
- 2.15.7.** At the time at which any work clothing, PPE or equipment is issued to an Employee for their benefit, they will be informed of the financial value of that clothing, PPE and equipment for the purposes of clause 2.15.9.
- 2.15.8.** All clothing, PPE and equipment shall be deemed as Company property. All Employees must use that Company clothing, PPE and equipment in line with Company policy.
- 2.15.9.** Any clothing, PPE or equipment issued to an Employee during their employment (with the exception of work boots), must be returned by the Employee to the Company prior to employment ending or on another date as agreed to by the Company. If clothing, PPE and equipment is not returned, the Employee authorises the Company to deduct the value of the owing clothing, PPE and equipment (as notified at the time of issue in accordance with clause 2.15.7) from the Employee's final termination pay, and/ or in circumstances where there is insufficient amounts to cover the debt, forward any outstanding debt for recovery.
- 2.15.10.** Employees are responsible for all clothing, PPE and equipment issued by the Company. If clothing, PPE or equipment is lost or damaged due to reckless or negligent behaviour, the Employee is responsible for paying for this to be replaced at the rate agreed with the Company as set out in clause 2.15.7.

3. Dispute Settlement Procedure

3.1. Procedure

3.1.1. A dispute that relates to:

- (a) matter arising under the Agreement; or
- (b) the National Employment Standards; or
- (c) a matter pertaining to the employer and employee relationship

shall be dealt with in accordance with this clause.

3.1.2. At any stage of this Dispute Settlement Procedure, the Employee and the Company may appoint a representative of their choice. The Company and the Employee must recognise each other's representative.

3.1.3. The following procedure applies:

Stage 1

In the first instance, a dispute will be raised with the Manager of the Employee (or Employees) concerned.

The Company contact will provide a response to the employee and/or employee representative within a reasonable operational timeframe.

Where the matter is not resolved, either party may progress to Stage 2 of the process.

Stage 2

In the event that a matter remains unresolved following Stage 1, the Employee and/or employee representative may refer the matter to a Senior Manager.

The Senior Manager will respond to the Employee and/or Employee representative within a reasonable operational timeframe.

Where the matter is not resolved by the Senior Manager the Employee and/or employee representative may progress to Stage 3 of this process.

Stage 3

In the event that a matter remains unresolved following Stage 2, the Employee and/or employee representative may request that the matter be referred to the relevant Director or the Human Resources representative.

The Director or the Human Resources representative will then respond to the Employee and/or Employee representative in a reasonable operational timeframe.

Where the Employee is dissatisfied with this response, the Employee and/or employee representative may progress to Stage 4 of this process.

Stage 4

In the event that a matter remains unresolved following Stage 3, the employee and/or their representative or the Company may refer the matter to FWC.

3.1.4. The FWC may deal with the dispute in 2 stages:

(a) The FWC may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and If the FWC is unable to resolve the dispute at the first stage, the FWC may arbitrate the dispute, and make a determination that is binding on the parties.

- (b) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

3.1.5. While the parties are trying to resolve the dispute using the procedure in this clause status quo will apply. The Employee must continue to perform his or her work in accordance with the usual practice as existed prior to the dispute unless the employee has a reasonable concern about an imminent risk to health and safety. For the avoidance of doubt, the state of affairs as it existed prior to the matter that is the subject of the dispute will remain in place. For example, if the dispute is about a change to work, the status quo represents the position before the change. Where the dispute relates to the ability to perform work the Employee must comply with a direction to perform other available work at the same workplace or another workplace, unless there are lawful or reasonable grounds for the employee not to comply with that direction. The Parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

4. Classifications

4.1.1. Employees engaged in work covered by this Agreement shall be engaged in one of the classifications set out in Annexure A.

4.1.2. Classifications will be determined by the Company based on the role required to be performed by the Employee from time to time.

5. Wage Rates

5.1. Ordinary hourly wage rate

5.1.1. An employee will be paid:

- (a) The rate as prescribed in the attached Annexures for each applicable classification.
- (b) Employees are also entitled to allowances, overtime and any other entitlements as set out in this Agreement.

5.2. Payment of Wages

5.2.1. Payment of wages shall be by electronic funds transfer on a weekly basis as determined by the Company to a bank account (or accounts) nominated by the Employee. Wages will be available no later than close of business on the following Friday after the pay period. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as is practicable after the normal pay day.

6. Allowances

6.1.1. The Allowances set out in this clause shall be paid in addition to the rate of pay applicable to the employee who becomes eligible for the allowance.

6.1.2. The allowances contained within this clause 6 shall increase in line with the annual wage increase percentage.

6.2. Allowances

| Allowance | \$ Value |
|--|-----------------|
| First aid allowance – only payable when conducting the job role Permit to Work Near Recipient” | \$14.43 per day |

6.3. On-Call and Cancellation

On-Call

6.3.1. An employee who is required by the Company to be on-call and returns to work from their residence will be paid for the call out at the classification rate for a minimum of 4 hours. For the purposes of the minimum payment the first 2 hours will be paid at time and one half and then at double time, except that:

- (a) Any time worked on a Sunday will be paid at double time;
- (b) Any time worked on a Public Holiday will be paid at double time and one half.

6.3.2. Where an on-call call out extends beyond the minimum 4-hour payment period the Employee will be paid for those hours actually worked, commencing from the time the Employee is called out until the Employee returns to their Residence or Company provided accommodation.

6.3.3. An Employee who is requested by the Company and agrees to be available outside of their normal rostered working hours to be on-call will be paid an allowance as set out below:

- (c) if the on-call period falls on a Rostered Day of Work Monday – Sunday \$25.79 per day.
- (d) if the on-call period falls on non-rostered workday Monday – Sunday \$51.58 per day.

6.3.4. An Employee who has been recalled to work shall be entitled to be absent from work until the Employee has had 10 consecutive hours off duty, without deduction of pay for Ordinary Hours of work during the Rostered Working Hours which occurred during such absence.

6.3.5. The provisions in clause 6.3.4 do not apply to an Employee who is recalled to work within 2 hours of their normal Rostered Working Hours.

Cancellation of shift

6.3.6. If the Company cancels a casual Employee’s shift, the Employee will be paid the employee Ordinary Hours rate of pay based on the table below:

| Period | Defined Time Frame | Employee Entitlement |
|------------------|--|----------------------|
| Monday to Friday | shift cancelled greater than 12 hours prior to planned commencement or prior to 4pm for a shift commencing the following day | NIL |
| Monday to Friday | A shift cancelled after 4pm and up to 8 hours prior to planned commencement for a shift commencing before midday the following day | 4hrs |

| | | |
|---------|--|------|
| Weekend | A shift cancelled after 5pm Friday with a planned commencement any time Saturday or Sunday | 8hrs |
| All | A shift cancelled less than 8 hours prior to planned commencement | 8hrs |

6.4. Vehicle Travelling Arrangements and Allowances

6.4.1. Provision of Transport

The allowances prescribed within clause 6.4 shall not be payable on any day on which the Company provides or offers to provide transport free of charge from the Employee’s Residence or accommodation to the place of work and return.

6.4.2. Daily Travel Arrangements for Employees

Daily Travel arrangements from the 0 KP Marker at Platform 1 at Flinders Street Station to the KP Marker of the prestart location of the worksite (as required by the Company) shall receive the following travel allowance provided they are not using the Company’s transport, travelling from accommodation arranged by the employer.

| | | | |
|--------------------|------------------------|---|------------------|
| Travel Allowance 1 | (Metro Travel) | Between 0 KP Marker and up to 50 KP Marker of the prestart location | \$36.38 per day |
| Travel Allowance 2 | (Outer Travel): | From more than the 50.01 KP Marker and up to 100 KP Marker of the prestart location | \$55 per day |
| Travel Allowance 3 | (Country travel) | From more than the 100.01 KP Marker to the 150 KP Marker of the prestart location | \$90 per day |
| Travel Allowance 4 | (Outer Country Travel) | From more than the 150.01 KP Marker of the prestart location | \$120.00 per day |

6.4.3. Travel between and within sites during Rostered Working Hours

- (a) An Employee transferred from one site to another during their Rostered Working Hours shall be paid the rate of pay which applies for the hours of work occupied in travelling and, unless transported by the Company, shall be paid the reasonable cost of fares for travel by the most convenient public transport between such sites.
- (b) Where the Company requests an Employee (and the Employee agrees) to use his/her own vehicle for such travel, the Employee shall be reimbursed for the cost of travel, using the most direct route suitable for motor vehicle travel at that time, at the current ATO rate for every kilometre travelled over and above 10km per shift (already incorporated in the daily travel allowance in clause 6.4.2) (**Excess KM’s**). Request for

reimbursement for Excess KMs must be supported by evidence and approved by the Company prior to the travel expense being incurred.

- (c) Excess KM's may only be claimed for kilometres being driven while on shift using the most direct route within reason for motor vehicle travel on that day. Kilometres which exceed that most direct route of travel will not be reimbursed. Excess KM's cannot be claimed for travel during meal breaks or rest breaks. A daily logbook including photo evidence is required to accompany an Employee's timesheets to provide evidence of hours claimed. Claims for Excess km must be co-signed by a client representative in order to be eligible for approval.
- (d) For avoidance of doubt if an Employee chooses to leave site for their lunch break, this cannot be included in their site kms.
- (e) Where an Employee requests to use their own vehicle in circumstances where alternative transport arrangements are available, Excess km may not be claimed.

6.5. Travel & Incidental Expenses-Overnight Travel

- 6.5.1.** Employees who are required to temporarily work at a location or locations, where they are unable to return to their Residence and who incur the expense of overnight accommodation and meals, shall be paid entitlements in accordance with the rates set out in **Annexure D**.
- 6.5.2.** Where an Employee incurs reasonable expenses, on a daily basis, supported by receipts, in excess of the rates specified in the table in **Annexure D**, she/he shall be reimbursed by the Company for those expenses provided that prior approval from the Company is obtained. Accommodation provided to an Employee will be (where possible) in a single room in accommodation which is of a 3-star standard as accredited by the RACV or like organisation. Employees who seek to claim reimbursed cost due to travel will be required to gain prior approval from the Company before any travel is arranged. These expenses must be approved by the Company in writing or they will not be reimbursed.
- 6.5.3.** In circumstances where the Company provides reasonable accommodation to its Employees in accordance with clause 6.5.2, the Employees will be paid an amount as per the applicable travel and incidental allowance, provided in **Annexure D**.
- 6.5.4.** In the event an Employee attracts a Travel 3 or Travel 4 Allowance, they will receive one relevant travelling allowance per living away journey for an example if an Employee is working away from home for 6 days, they will receive a Travel 3 or Travel 4 Allowance for the trip to the accommodation and one travel allowance 1 each day for the 6-day roster cycle.
- 6.5.5.** Travel and Incidental Expenses will only be paid to the Employee with prior approval of the Company and with the provision of a copy of the receipt for the expense. If an Employee chooses to stay in alternate accommodation to that arranged by the Company, that accommodation will not be paid by the Company.
- 6.5.6.** The allowances and conditions contained in clause 6.5 will be in strict compliance with the ATO Act and Guidelines.

7. Superannuation

- 7.1.1.** The Company will make superannuation contributions for each Employee equal to the amounts that avoids the Company being liable for the superannuation guarantee charge under the *Superannuation Guarantee Charge Act 1992* (Cth) as amended from time to time.
- 7.1.2.** Superannuation contributions will be made into the fund nominated by the Employee. If an Employee does not nominate a particular fund, the Company will request the Employee's stapled super fund from the ATO.

8. Incolink contributions

8.1.1. Incolink

- (a) 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 Employees will be enrolled in the Incolink Number 2 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.
- (b) The Company shall pay contributions to the Incolink Number 2 Fund on behalf of each Employee (other than apprentices) on a monthly 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.
- (c) All Employees for whom the Company pays contributions in to the Incolink Number 2 Fund is entitled to access his/her redundancy payments through this fund, when they cease to be employed by the Company. For the avoidance of doubt, Employees covered by the Incolink Number 2 Fund are not entitled to any other redundancy payment which exists under the NES if their position is made redundant in accordance with terms of this Agreement.
- (d) The liability of the Company to pay redundancy payments to an Employee under this clause or the Agreement 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.
- (e) 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.
- (f) Employees working less than 38 hours per week shall receive Incolink payments on pro rata basis.

8.1.2. Industry Fund Compliance

- (a) The Company shall ensure that all its Employees covered by this Agreement are compliant with the industry Scheme.

- (b) It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the Scheme/s to the parties on request of the Scheme, provided that any individual whose information is to be made available has consented to such information being provided.

8.1.3. Income Protection, Trauma and Journey Insurance

- (a) The Company is, and will remain during the life of this Agreement, a participating employer in the Incolink Number 2 Fund (or other redundancy fund of which Incolink is a trustee) and an employer member of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd. who will administer the insurance schemes covering income protection, trauma, and journey accidents (**Income Protection, Trauma and Journey Accidents Insurance Schemes**).
- (b) The Company shall pay contributions to IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant) on behalf of each Employee , on a monthly basis, in accordance with the Constitution of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant). Employees working less than 38 hours per week shall receive Incolink payments on pro rata basis.
- (c) Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an Employee will:
 - (i) (**Income Protection**) receive defined weekly payments (the current table of benefits is available from Incolink) in the event of an extended work absence arising from any personal illness or injury that occurs at the time the Employee is an Employee of the Company.
 - (ii) (**Trauma**) receive or have paid on their behalf financial compensation in the event of a major work related accident (i.e. Work Cover) resulting in the death or permanent disablement of the Employee and occurring at the time the Employee is an Employee of the Company (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink).
 - (iii) (**Journey Accidents**) receive payments in accordance with the terms of the insurance policy for the duration of the Employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:
 - a. the absence is because the Employee is unable to work due to injuries resulting from any accident incurred during a journey between the Employee's residence and the workplace, that occurs at the time the Employee is an Employee of the Company; and
 - b. all such absences are supported by certification of a duly authorised medical practitioner and indicating the causal nexus between the travel to and from work and the Employee's inability to attend for work.

9. Induction and Orientation

- 9.1.1.** All Employees engaged under this Agreement will undergo an induction and orientation program at the commencement of employment, during which they will be familiarised with the Company and the requirements of their position. The program will include an induction course aimed at welcoming new Employees and assisting them to work effectively with the Company.
- 9.1.2.** From time to time, additional inductions, orientations and policy/procedure updates will be required by the Company. Employees are required to complete these within 48 hours of being directed to do so within the employees rostered hours of work.
- 9.1.3.** The Company will notify parties to this Agreement about the dates of proposed face to face inductions. Payment for time spent performing induction and orientation training will be paid to full-time and part-time employees at the relevant Rail Infrastructure Works Ordinary Hours rate of pay, in circumstances where the Employee is required to undertake training by the Company to perform their work on the Site Locations.

10. Hours of Work and Overtime

10.1. Hours of Work

- 10.1.1.** The ordinary hours of work for full-time employees are 38 hours per week.
- 10.1.2. Monday to Friday Shift Workers-** Ordinary hours Monday to Friday may be worked at any time between 12:00am Monday and 11:59pm Friday. Hours worked between 6:00am and 6:00pm Monday to Friday will be paid the ordinary rate of pay. Within the prescribed hours above, hours worked between 6.00pm and 6.00am will be paid at the ordinary rate of pay plus the night shift loading specified in clause 10.3. For the avoidance of doubt:
- (a) hours of work will be paid according to where the hours fall (with the exception of work commencing on a Sunday and continuing into a Monday which will be paid in accordance with clause 10.1.7); and
 - (b) the night shift loading will be paid only on those hours worked between 6:00pm and 6:00am and not for any ordinary hours on the same shift that are worked outside this span; and
 - (c) all hours worked on Saturday and Sunday are not ordinary hours and are overtime as set out in clause 10.2.
- 10.1.3. Designated Shift Worker (Permanent Employees)** - An employee who is designated by the Company as a Designated Shift Worker as provided for in clause 10.3, may work ordinary hours between Monday to Sunday and be paid at the penalty rates set out in clause 10.3.
- 10.1.4.** The ordinary hours of work for a Designated Shift Worker are 38 hours per week and may be averaged over a period of 2 weeks on an Extended Shift Roster.
- 10.1.5.** Where an employee agrees to work an Extended Shift Roster, ordinary hours will be the first 76 hours worked over a 2-week period and up to 10 hours in a shift where:
- (a) the 9th and 10th hour worked will be paid at 150%; and

(b) any hours in a shift after 10 hours will be Overtime and paid at 200%.

10.1.6. Designated shift workers will have an established roster. Once established this roster can be varied by agreement between the Company and affected employees. Agreement cannot be unreasonably withheld. Refusal may be considered unreasonable if it does not relate to one or more of the following items

- (a) Work life balance
- (b) Remuneration
- (c) Fatigue
- (d) Operational requirements

10.1.7. Where an employee (including a Designated Shift Worker) commences work on a Sunday, the entirety of their shift will be treated as a Sunday shift and paid accordingly.

10.1.8. The provisions specified in clause 10.1 may be varied by mutual agreement by the majority of affected employees.

10.2. Overtime

10.2.1. Employees may be required to work reasonable overtime where the Company deems it necessary.

10.2.2. Overtime is:

- (a) hours worked outside of the span of hours specified in clause 10.1.
- (b) hours worked in excess of 8 hours on any one day or shift, unless working on an Extended Shift Roster where overtime will be paid after 10 hours.

10.2.3. All overtime worked Monday to Saturday (noon) must be paid at time and a half for the first 2 hours and double time thereafter.

10.2.4. When working on an Extended Shift Roster all overtime is paid at double time.

10.2.5. Employees engaged to work overtime on Saturday must be paid a minimum of 4 hours at the applicable overtime rate.

10.2.6. All overtime worked on Saturday (after 12:00pm) and Sunday must be paid at double time.

10.2.7. Employees engaged to work overtime on Sunday must be paid a minimum of 4 hours at the applicable overtime rate.

10.2.8. Employees required to work any Public Holiday (Clause 16) must be paid double time and a half with a minimum of 8 hours paid.

10.3. Shift Work definitions

10.3.1. Monday to Friday Shift Worker means an employee whose ordinary hours of work may be worked Monday to Friday at any time between 12:00am Monday and 11:59pm Friday.

10.3.2. Designated Shift Worker means an employee who is designated by the Company as being able to be rostered to work ordinary hours of work on any day of the week, Monday to Sunday. Casual employees may not be designated by the Company as Designated Shift Workers.

10.3.3. Extended Shift Roster - An Extended Shift Roster is one in which the ordinary component of rostered shifts is greater than eight (8) hours.

10.3.4. Saturday Shift means rostered ordinary hours of a Designated Shift Worker worked on Saturday (i.e. between 12:00am Saturday and 11:59pm Saturday).

10.3.5. Sunday Shift means rostered ordinary hours of a Designated Shift Worker that commence between 12:00am Sunday and 11:59pm Sunday.

10.3.6. Shift Loadings

- (a) Employees will be paid a loading of 30% for all ordinary hours of work worked between 6.00pm and 6.00am.
- (b) Designated Shift Workers who work a Saturday Shift will be paid a loading of 50% for the first two hours and 100% thereafter.
- (c) Designated Shift Workers who work a Sunday Shift will be paid a loading of 100% for all ordinary hours worked.

11. Rostering Principles

11.1.1. Rostering will be based on fatigue management principles which:

- (a) address the opportunity for quantity and quality of sleep, particularly the 'time of day' effect;
- (b) ensure the number of consecutive shifts (in particular night shifts), shift lengths and roster periods between shifts are considered in the compilation of the rosters; and
- (c) understands that Employees have a need to balance their competing requirements of their job with social, community and/or home life obligations.

11.1.2. The parties acknowledge the variations in business requirements for rostered work across the Company's business. These variations need to be addressed through consultation with the affected Employee(s) which address business requirements while taking into consideration the rostering principles contained in this Agreement.

11.1.3. Where practicable the Company shall give several days' notice of the upcoming shifts made available to an employee, particularly whilst living away from home.

11.2. Rostered Days off (RDOs)

11.2.1. RDOs may be implemented at a site or workplace as approved by the Company, to meet the Company's operational requirements.

11.2.2. The following RDO arrangements may be implemented:

- (a) 1 RDO per 4-week cycle as specified by the Company, where hours worked per day will accrue on a daily basis at the relevant rate; or
 - (b) 1 RDO per 4-week cycle accrues at the rate of 0.4 hours per day
- 11.2.3.** An RDO may, by mutual agreement between the Company and the employee, be deferred and taken at an alternative date.
- 11.2.4.** Any deferred RDO shall be taken within a period of 6 months from the date of the deferment. If the RDO is not taken within a period of 6 months it shall be paid out, on application by the employee, at the employee's pay rate.
- 11.2.5.** Employees who are not accruing an RDO are entitled to overtime payments consistent with the overtime Clause 10.2 for time directed to be worked in excess of 38 hours per week or averaged over a period of up to 2 weeks.
- 11.2.6.** Employees who are accruing an RDO are entitled to overtime payments consistent with the overtime Clause 10.2 for time worked in excess of 40 hours per week (this may vary by agreement between the employee and the Company).
- 11.2.7.** Where an employee terminates employment with the Company with time accrued towards an RDO, such accrued time shall be paid out at the employee's base rate of pay or flat rate of pay (whichever is applicable to the particular employee).
- 11.2.8.** An RDO may be cashed out at the requesting employee's base rate of pay (exclusive of any allowances) or flat rate of pay (whichever is applicable to the particular employee) subject to the Company's absolute discretion.
- 11.2.9.** Multiple employees can have the same day off provided the Company's work schedule allows for multiple employees to be absent on the same day. Where the Company's work schedule prevents all employees taking RDO's on the same day, employees must seek approval from management for their requested RDO.
- 11.2.10.** An employee cannot bank more than 5 RDOs.

12. Call Back

- 12.1.1.** An employee who is recalled to work overtime after leaving their work assignment premises must be paid for at least 4 hours work at the appropriate rate for each time the employee is recalled.

13. Minimum Break Between Shifts

- 13.1.1.** An Employee, where reasonably practicable, must have 10 consecutive hours off duty between rostered shifts. An Employee, other than a casual, who works so much overtime between the termination of their hours of work on one day and the commencement of their Rostered Working Hours on the next day, who has not had 10 consecutive hours off duty between those hours will, be able to have 10 consecutive hours off duty without loss of pay for the Ordinary Hours of work occurring during such absence.

13.1.2. If on the instructions of the Company, an Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until they are released from duty and will be entitled to be absent until 10 consecutive hours off duty have been taken, without loss of pay for their Ordinary Hours of work that occurred during the absence.

14. Breaks

14.1. Meal Breaks

14.1.1. Employees must take an unpaid meal break of no less than 30 minutes, or as otherwise agreed between the Company and majority of employees, provided that an employee must not be required to work more than 5 hours without a meal break.

14.1.2. The meal break is unpaid for day workers and paid for workers undertaking a straight shift (shift worked with a planned or actual duration of up to 8hrs ordinary time where break time is not deducted and 20-minute paid break is provided).

14.1.3. Where an employee is required to work overtime for more than 2 hours without being notified on the previous day or earlier that he or she will be required to work, they shall either be supplied with a meal by the Company or be paid a meal allowance of **\$22.00**. If they work beyond a further 2 hours, a further meal allowance shall be paid for a second meal.

14.1.4. Overtime meal expenses listed at clause 14.1.3 will be adjusted as per wage percentage increases listed.

14.2. Rest Breaks

14.2.1. All employees shall be entitled to one paid rest break of fifteen minutes within an ordinary shift.

14.2.2. The rest pause will be taken at a mutually agreed time between the Company and the majority of employees affected so as not to interrupt the operations of the Company or Client site or workplace. To meet individual or Company needs, the Company and any individual employee may reach agreement to take rest pauses at a time other than that determined by the majority.

15. Leave Entitlement

15.1. Annual Leave (Permanent Employees)

15.1.1. Annual leave entitlements are provided for in the NES. This clause supplements those entitlements and provides industry specific detail.

15.2. Entitlement to Annual Leave

- (a) A full time employee is entitled to annual leave, in accordance with the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of employment is a total of 152 Ordinary Hours of work (four weeks on the basis of a 38 Ordinary Hours work per week).

- (b) All 5-Day Shift workers and Designated Shift worker shall be entitled to up to 190 Ordinary Hours of work (5 weeks on the basis of 38 Ordinary Hours of work per week) of annual leave accrued in accordance with clause 15.3.2 for the period in which they perform work as a Designated Shift worker, for every 12 month period of continuous service.
- (c) A part time employee is entitled to the pro rata equivalent of annual leave based on the part time employee's Ordinary Hours of work.
- (d) A casual employee is not entitled to annual leave under the Act.

15.3. Accrual of Annual Leave

- 15.3.1.** Employees, other than casual Employees, accrue annual leave progressively during a year of service, according to the Employee's Ordinary Hours of work.
- 15.3.2.** In circumstances where an Employee performs work as a 5-Day Shift worker and Designated Shift worker, the Employee will accrue annual leave at the higher rate set out in clause 15.2(b) progressively during a year of service, for the Ordinary Hours of work the Employee performs as a 5-Day Shift worker and Designated Shift worker.
- 15.3.3.** Annual leave is cumulative from year to year.
- 15.3.4.** Part-time Employees accrue annual leave on a pro-rata basis.

15.4. Calculation of Annual Leave Pay

- 15.4.1.** Annual leave is paid at the Ordinary Hours rate of pay. The Ordinary Hours rate of pay has been set at a level which compensates Employees for any annual leave loading.
- 15.4.2.** If the Employee is on annual leave and that annual leave includes a period of other leave included in the NES (other than parental leave), the Employee will not be taken to be on annual leave in accordance with section 89(2) of the Act.
- 15.4.3.** If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave during that public holiday period.

15.5. Notice of Taking Annual Leave

- 15.5.1.** An Employee must give one months' notice of their intention to take annual leave. Annual leave applications are approved or declined by the Company upon consideration of its operational requirements.
- 15.5.2.** The Company will not unreasonably refuse a request by an Employee to take annual leave.
- 15.5.3.** An Employee may be required to take a period of paid annual leave if reasonable. A requirement will be reasonable if an Employee has accrued more than 4 weeks annual leave or the business is being shut down for a period, including over the end of the year holiday season. If an Employee has not accrued sufficient paid annual leave for the shutdown period, the Company may direct them to take unpaid leave.

15.6. Personal / Carer's Leave Entitlement (Permanent Employees)

- (a) Personal/ carer's leave entitlements are provided for in the NES.
- (b) Casual Employees are not entitled to paid personal/carer's leave.
- (c) A full-time Employee is entitled to 10 days paid personal/carer's leave (inclusive of the Employee's NES entitlement) per year which accrues progressively throughout each year of service based on an employee's Ordinary Hours of work. Any personal/ carer's leave that is not taken by an Employee must accumulate without limitation.
- (d) The Company may require the Employee to provide evidence that would satisfy a reasonable person of their entitlement to take personal/carer's leave subject to (e) below. Where the absence extends beyond one working day, the Employee will be required to provide a medical certificate.
- (e) An Employee is entitled to take up to 5 single days of personal/ carer's leave without the production of a medical certificate, provided that an Employee:
 - (i) may not take more than 2 consecutive days off work without providing a medical certificate; and
 - (ii) must provide a medical certificate for any single day absence following a weekend, Public Holiday or rostered day off work.
- (f) Employees must where reasonably practicable notify the Company of their absence prior to the commencement of their shift. Employees who fail to reasonably notify the Company of their absence under this clause will be regarded as being absent without approved leave. In circumstances where an Employee is unable to provide reasonable evidence that it was not reasonably practicable to notify the Company of their absence prior to the commencement of their shift, they may be subject to disciplinary action.
- (g) Part-time Employees accrue personal/carer's leave on a pro-rata basis.
- (h) Personal/ Carers leave is not paid out on termination.

15.7. Unpaid Carer's leave

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

15.7.2. The NES entitles Employees (including casual Employees) to 2 days of unpaid carer's leave for each occasion in accordance with the provisions of the Act.

15.8. Parental Leave

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

15.9. Compassionate Leave

15.9.1. In accordance with and subject to the requirements of the Act any Employee is entitled to 2 days of compassionate leave for each occasion when:

- (a) a member of the Employee's immediate family or a member of the Employee's household;
 - (i) contracts or develops a personal illness that poses a serious threat to his/her life; or
 - (ii) sustains a personal injury that poses a serious threat to his/her life; or
 - (iii) dies
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family (as defined by the Act), or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee or the Employee's spouse or de facto partner (not including a former spouse or former de facto partner), has a miscarriage, that does not result in a stillborn child.

15.9.2. The Employee will be required to give the Company any evidence that the Company reasonably requires of the illness, injury or death for the approval of compassionate leave.

15.9.3. An Employee (other than a casual Employee) shall be paid compassionate leave for their Ordinary Hours of work at the rate of pay the Employee would have received had they worked that period of paid compassionate leave.

15.9.4. Employees who have to travel interstate or overseas for the purpose of their compassionate leave as set out in clause 15.9.1(a), may combine the leave in this clause with other types of leave such as annual and/ or personal carer's leave on the approval of the Company.

15.10. Long Service Leave

15.10.1. Subject to the provisions of this clause, Employees shall be entitled to Long Service Leave in accordance with the applicable portable Long Service Leave Scheme.

15.10.2. Long Service Leave benefits will be provided by Co-Invest. The Company will discharge its obligations under the portable Long Service Leave Scheme by making payments -- quarterly into the relevant Co-Invest Scheme.

15.11. Community Service Leave

15.11.1. Employees are entitled to Community Service Leave in accordance with the NES. For the avoidance of doubt this will also cover Defence Reservists leave, Military leave and Jury Duty.

15.11.2. Jury Duty

- (a) A full time Employee required to attend for jury service during his/her Ordinary Hours of work (**Jury Duty**) shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the attendance for Jury Duty and the amount the Employee would have received in respect of the Ordinary Hours of work the Employee would have worked, had the Employee not attended Jury Duty.

- (b) A part time Employee required to attend Jury Duty shall be paid in accordance with clause 15.11.2(a) where the attendance coincides with a day/s on which the Employee would normally be required to work.
- (c) Where an Employee is required to attend Jury Duty the Employee shall notify the Company as soon as possible of the dates upon which the Employee is required to attend and provide reasonable evidence of that requirement to the Company.

15.12. Domestic and Family Violence

15.12.1. This clause applies to all Employees, including casuals.

15.12.2. Entitlement to unpaid leave

- (a) An Employee is entitled to 5 days' unpaid leave to deal with Family and Domestic Violence, as follows:
 - (i) the leave is available in full at the start of each 12-month period of the Employee's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual Employees.
- (b) A period of leave to deal with Family and Domestic Violence may be less than a day by agreement between the Employee and the Company.
- (c) The Company and the Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with Family and Domestic Violence.

15.12.3. Taking unpaid leave

- (a) An Employee may take unpaid leave to deal with Family and Domestic Violence if the Employee:
 - (i) is experiencing Family and Domestic Violence; and
 - (ii) needs to do something to deal with the impact of the Family and Domestic Violence and it is impractical for the Employee to do that thing outside their Ordinary Hours of work.
- (b) The reasons for which an Employee may take Family and Domestic Violence leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

15.12.4. Service and continuity

The time an Employee is on unpaid leave to deal with Family and Domestic Violence does not count as service but does not break the Employee's continuity of service.

15.12.5. Notice and evidence requirements

- (a) Notice

An Employee must give the Company written notice of the taking of Family and Domestic Violence leave by the Employee under clause 15.12.2 and 15.12.3. The notice:

- (i) must be given to the Company as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the Company of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given the Company notice of the taking of Family and Domestic Violence leave under clause 15.12.5 must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 15.12.3.

Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

15.12.6. Confidentiality

- (a) The Company will take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 15.12.5 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 15.12.5 prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (c) Information concerning an Employee's experience of Family and Domestic Violence is sensitive and if mishandled can have adverse consequences for the Employee. The Company will consult with such Employees regarding the handling of this information.

15.12.7. Compliance

An Employee is not entitled to take leave under clause 15.12.3 unless the Employee complies with clause 15.12.5.

16. Public Holidays

16.1.1. Entitlement

The public holidays for the purpose of this Agreement shall be:

- Christmas Day,
- Boxing Day,
- New Year's Day,
- Australia day,
- Good Friday,
- Easter Saturday,
- Easter Sunday
- Easter Monday,
- Anzac Day,
- Grand Final Eve (in Victoria or if gazetted by the relevant State)
- Labour Day, as gazetted in the relevant State,
- Queen's Birthday, and
- Any other day as gazetted in the relevant State

16.1.2. The Company may request employees work on a public holiday in accordance with the NES and Act.

16.1.3. Holidays in lieu:

- When Christmas Day is a Saturday or a Sunday, a Public holiday in lieu will be observed on 27th December.
- When Boxing Day is a Saturday or a Sunday, a Public Holiday in lieu will be observed on 28th December.
- When New Year's Day or Australia Day is a Saturday or a Sunday, a Public Holiday in lieu will be observed on the next Monday.

16.1.4. All employees, other than casuals, shall be entitled to Public Holidays as prescribed, without loss of pay, except where an Employee has agreed to work on a Public Holiday and is absent without the consent of the Company or absent without reasonable cause.

16.1.5. An employee required to work on a public holiday as prescribed by this clause shall be paid at the Public Holiday rate of pay.

16.1.6. Where a permanent employee is rostered off on a public holiday the employee shall be paid for the ordinary hours normally worked on that day had it not been a public holiday.

16.1.7. To meet Employee or Company needs, the Company may substitute one of the prescribed public holidays for another day and the prescriptions of this clause will apply to the substituted day. The Company commits to consult with affected employees prior to substituting any Public Holiday in this clause.

17. Consultation

17.1.1. This clause applies if:

- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on Employees; or
- (b) the Company proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

17.1.2. The relevant Employees may appoint a representative of their choice for the purposes of the procedures in this clause

17.1.3. 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 Company of the identity of the representative, the Company must recognise the representative.

Major Change

- 17.1.4.** In the case of a major change, the Company must notify the relevant Employees and/or their nominated representative of the decision to introduce the major change.
- 17.1.5.** As soon as practicable after making its decision to introduce major change, the Company 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 Company is taking to avert or mitigate the adverse effect of the change on the Employees.
 - (b) For the purposes of the discussion — the Company will 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.
 - (c) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 17.1.6.** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 17.1.7.** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 17.1.2 to 17.1.6 of this clause are taken not to apply.
- 17.1.8.** 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 Company'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

- 17.1.9.** In the case of a change to the Employee's regular roster or Ordinary Hours of work, the Company must notify the relevant Employees of the proposed change.
- 17.1.10.** As soon as practicable after proposing to introduce the change to the regular roster or Ordinary Hours of work, 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;
 - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees;
 - (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).

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

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

17.1.13. In this clause 17, a relevant Employee means the employees who may be affected by the major change or change to the regular roster or Ordinary Hours of work, as applicable.

17.1.14. For the avoidance of doubt, this clause does not replace the Company's obligation to comply with relevant provisions around changes to hours of work in this Agreement.

18. Individual Flexibility

18.1.1. The Company and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of the Agreement (in relation to the Company and the Employee), if the IFA:

- (a) deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading; and
 - (vi) base rate providing it is higher than otherwise prescribed in this agreement
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in 18.1.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and the Employee.

18.1.2. The Company must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

18.1.3. The Company must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Company and the Employee; and

- (c) is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA; and
 - (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 their employment as a result of the IFA; and
- (e) states the day on which the arrangement commences.

18.1.4. The Company will give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.

18.1.5. The Company or the Employee may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the IFA; or
- (b) if the Company and the Employee agree in writing — at any time.

19. Employee Representatives

19.1. Entitlement to a representative

19.1.1. Employees may choose to nominate a representative of their choice to assist and represent them in relation to any matter arising under this Agreement.

19.1.2. The Company must recognise the Employee representative duly appointed for the purposes outlined in this clause.

19.1.3. The Company will recognise Employee representatives as persons with rights and obligations in accordance with the *Fair Work Act 2009* (as amended from time to time).

19.1.4. The Employee representative will be allowed reasonable time during working hours to carry out business associated with his/her role, provided any business will relate to this Agreement and pertain to the employer/Employee relationship.

19.1.5. Reasonable time includes attending meetings in order to support or represent other Employees, meeting with Employees and talking to Employees, but is not intended to result in the employment of a non-working shop steward or job delegate.

19.1.6. In accordance with the need of an Employee representative at a particular time, the Company will allow reasonable access to a telephone, e-mail and internet facilities for the purpose of carrying out work as an Employee representative as a means for seeking external advice on matters pertaining to this Agreement of the employer/Employee relationship.

19.1.7. The Company provides the facilities referred to in clause 19.1.6 on the basis that they are reasonable and do not unduly interfere with the Employee representative's primary duties as an Employee of the Company - unless such interruption is authorised by management on site.

19.1.8. Clause 19.1.6 is not intended to result in the establishment or maintenance of an area which is intended to be designated for use of members, officers, delegates or other representatives of a building association or union in that capacity.

19.1.9. Employee representatives may take up to 2 days leave per calendar year from ordinary duties to attend training courses pertaining to the content of this Agreement. Leave is paid for full-time or part-time employee's Ordinary Hours of work at the Rail Infrastructure Works Ordinary Hours rate of pay and is allowed when operating constraints permit Employees to be released.

19.2. Workplace Representative Training Leave

19.2.1. An Employee who is an RTBU delegate and who is nominated to attend training courses will receive paid leave for such attendance.

19.2.2. Paid leave totalling no more than 5 days in any calendar year may be granted, provided that the Employee can be released from their work. An Employee who is an RTBU delegate who is also a nominated Employee representative under clause 19 will only be entitled to a combined total of 5 days leave per calendar year to perform training for their roles.

19.2.3. The workplace representative shall provide the Company with the course details and descriptions, dates and times on which the course will be presented and the course venue.

19.2.4. Payment will only be provided for an Employee's Rail Infrastructure Works Ordinary Hours of work that would have been performed on the day on which they attended training at a maximum of 8 hours per day, between Monday and Friday.

19.3. Workplace Representation and Union Recognition

19.3.1. Collective industrial relations will continue as a fundamental principle of the Company.

19.3.2. To ensure all new employees understand the terms of this agreement, the Company will provide the following as part of the official onboarding and induction process:

- (a) a copy of the agreement and take steps to ensure they understand conditions ; and
- (b) the contact details of the Employees representative so the Employee can contact the Employee representative should they wish to do so

19.3.3. The parties will work collaboratively, in consultation as industry changes and not at any party's detriment.

SIGNATORIES

Signed for and on behalf of the “Company”

Name (Print):..... Paull Clack

Company Position:..... Director

Signature:..... Paull Clack


Date: 18.6.2024

Address 709 Dana Street, Ballarat Central, Victoria, 3350

Signed for and on behalf of the RTBU

Name: Bryan Evans

Position: RTBU Organiser

Signature:..... 

Date:..... 18.6.2024

Address Level 2, 365 Queen Street, Melbourne VIC 3000

Annexure A – Classifications

Classification Definitions - Victoria Rail Infrastructure Works and Construction Works

| | |
|---|---|
| Lookout | TP- L (Lookout) -An employee who has passed the relevant Lookout course for ARO. Allows the Employee to perform lookout duties under the supervision of a Track Force Protection Coordinator |
| Handsignaller | An employee who has passed the relevant Handsignaller course for ARO. HS (Handsignaller) - This allows the holder to perform Hand signaling and Lookout duties under the supervision of a Track Force Protection Coordinator. |
| Track Force Protection Coordinator | TFPC – 1 (Lookout) - Allows the employee to conduct non-obstructive works and all other Safeworking / Track Protection works aligned with the relevant ARO. TFPC – 2 (Track Force Protection) - Allows the employee to conduct Obstructive works and all other Safeworking / Track Protection works aligned with the relevant ARO. TFPC -3 (Absolute Occupations) – Allows the employee to conduct Obstructive works for multiple work crews and all other Safeworking / Track Protection works aligned with the relevant ARO. |
| Permit to Work Near recipient (PTWN) | PTWN – (Permit to Work Near) - This allows the holder the Authorisation permitting work to be carried out in the vicinity of, but not in contact with high voltage apparatus which has been isolated, earthed, and short-circuited. (PTWN) is a certificate issued by the Authorised Electrical Operator after he has made the wiring safe to approach). |
| Level 5 Competent Employee (Safeworking Level one) | Level 5 – (Competent Employee) Enables the employee to transfer/ shunt machines on a live line dependent on the ARO they are certified on. |

END OF ANNEXURE A

Annexure B – Rail Infrastructure Works – Rates of Pay

| Rail Infrastructure Pay Rates | | | | | | | | |
|--|-----------|----------|----------------|--------------------|--------------------|--------------------|---------------------|----------------------------|
| Rates effective from the first full pay period on or after commencement of Agreement | | | | | | | | |
| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
| Ordinary hours | Full-time | \$38.47 | \$38.47 | \$46.02 | \$47.30 | \$49.67 | \$47.56 | \$49.17 |
| | Casual | \$48.09 | \$48.09 | \$57.51 | \$59.12 | \$62.09 | \$59.45 | \$61.47 |
| 30% loading (where applicable) | Full-time | \$50.01 | \$50.01 | \$59.83 | \$61.49 | \$64.57 | \$61.83 | \$63.92 |
| | Casual | \$62.52 | \$62.52 | \$74.76 | \$76.86 | \$80.72 | \$77.29 | \$79.91 |
| Time and a half (where applicable) | Full-time | \$57.71 | \$57.71 | \$69.03 | \$70.95 | \$74.51 | \$71.34 | \$73.76 |
| | Casual | \$72.14 | \$72.14 | \$86.27 | \$88.68 | \$93.14 | \$89.18 | \$92.21 |
| Double time (where applicable) | Full-time | \$76.94 | \$76.94 | \$92.04 | \$94.60 | \$99.34 | \$95.12 | \$98.34 |
| | Casual | \$96.18 | \$96.18 | \$115.02 | \$118.24 | \$124.18 | \$118.90 | \$122.94 |
| Double time and a half (where applicable) | Full-time | \$96.18 | \$96.18 | \$115.05 | \$118.25 | \$124.18 | \$118.90 | \$122.93 |
| | Casual | \$120.23 | \$120.23 | \$143.78 | \$147.80 | \$155.23 | \$148.63 | \$153.68 |

| Rail Infrastructure Pay Rates | | | | | | | | |
|--|-----------|----------|----------------|--------------------|--------------------|--------------------|---------------------|----------------------------|
| Rates effective from the first full pay period on or after 1 July 2024 (incorporating a 4% increase) | | | | | | | | |
| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
| Ordinary hours | Full-time | \$40.01 | \$40.01 | \$47.86 | \$49.19 | \$51.66 | \$49.46 | \$51.14 |
| | Casual | \$50.01 | \$50.01 | \$59.81 | \$61.48 | \$64.57 | \$61.83 | \$63.93 |
| 30% loading (where applicable) | Full-time | \$52.01 | \$52.01 | \$62.22 | \$63.95 | \$67.15 | \$64.30 | \$66.48 |
| | Casual | \$65.02 | \$65.02 | \$77.75 | \$79.93 | \$83.95 | \$80.38 | \$83.11 |
| Time and a half (where applicable) | Full-time | \$60.01 | \$60.01 | \$71.79 | \$73.79 | \$77.49 | \$74.19 | \$76.71 |
| | Casual | \$75.02 | \$75.02 | \$89.72 | \$92.23 | \$96.86 | \$92.74 | \$95.89 |
| Double time (where applicable) | Full-time | \$80.02 | \$80.02 | \$95.72 | \$98.38 | \$103.31 | \$98.92 | \$102.27 |
| | Casual | \$100.03 | \$100.03 | \$119.62 | \$122.97 | \$129.15 | \$123.66 | \$127.86 |
| Double time and a half (where applicable) | Full-time | \$100.02 | \$100.02 | \$119.65 | \$122.98 | \$129.14 | \$123.66 | \$127.84 |
| | Casual | \$125.03 | \$125.03 | \$149.53 | \$153.71 | \$161.43 | \$154.57 | \$159.82 |

| Rail Infrastructure Pay Rates | | | | | | | | |
|--|-----------|----------|----------------|--------------------|--------------------|--------------------|---------------------|----------------------------|
| Rates effective from the first full pay period on or after 1 July 2025 (incorporating a 4% increase) | | | | | | | | |
| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
| Ordinary hours | Full-time | \$41.61 | \$41.61 | \$49.78 | \$51.16 | \$53.72 | \$51.44 | \$53.18 |
| | Casual | \$52.01 | \$52.01 | \$62.20 | \$63.94 | \$67.16 | \$64.30 | \$66.49 |
| 30% loading (where applicable) | Full-time | \$54.09 | \$54.09 | \$64.71 | \$66.51 | \$69.84 | \$66.87 | \$69.14 |
| | Casual | \$67.62 | \$67.62 | \$80.86 | \$83.13 | \$87.30 | \$83.59 | \$86.43 |
| Time and a half (where applicable) | Full-time | \$62.41 | \$62.41 | \$74.66 | \$76.74 | \$80.58 | \$77.16 | \$79.77 |
| | Casual | \$78.02 | \$78.02 | \$93.30 | \$95.92 | \$100.73 | \$96.45 | \$99.73 |
| Double time (where applicable) | Full-time | \$83.22 | \$83.22 | \$99.55 | \$102.32 | \$107.45 | \$102.88 | \$106.36 |
| | Casual | \$104.03 | \$104.03 | \$124.41 | \$127.89 | \$134.31 | \$128.60 | \$132.97 |
| Double time and a half (where applicable) | Full-time | \$104.02 | \$104.02 | \$124.44 | \$127.90 | \$134.31 | \$128.60 | \$132.96 |
| | Casual | \$130.04 | \$130.04 | \$155.51 | \$159.86 | \$167.89 | \$160.75 | \$166.21 |

| Rail Infrastructure Pay Rates | | | | | | | | |
|--|-----------|----------|----------------|--------------------|--------------------|--------------------|---------------------|----------------------------|
| Rates effective from the first full pay period on or after 1 July 2026 (incorporating a 4% increase) | | | | | | | | |
| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
| Ordinary hours | Full-time | \$43.27 | \$43.27 | \$51.77 | \$53.21 | \$55.87 | \$53.50 | \$55.31 |
| | Casual | \$54.09 | \$54.09 | \$64.69 | \$66.50 | \$69.84 | \$66.87 | \$69.15 |
| 30% loading (where applicable) | Full-time | \$56.26 | \$56.26 | \$67.30 | \$69.17 | \$72.63 | \$69.55 | \$71.90 |
| | Casual | \$70.32 | \$70.32 | \$84.10 | \$86.45 | \$90.80 | \$86.94 | \$89.89 |
| Time and a half (where applicable) | Full-time | \$64.91 | \$64.91 | \$77.65 | \$79.81 | \$83.81 | \$80.25 | \$82.96 |
| | Casual | \$81.14 | \$81.14 | \$97.04 | \$99.75 | \$104.76 | \$100.31 | \$103.72 |
| Double time (where applicable) | Full-time | \$86.55 | \$86.55 | \$103.53 | \$106.41 | \$111.74 | \$107.00 | \$110.62 |
| | Casual | \$108.19 | \$108.19 | \$129.38 | \$133.00 | \$139.69 | \$133.75 | \$138.29 |
| Double time and a half (where applicable) | Full-time | \$108.18 | \$108.18 | \$129.42 | \$133.02 | \$139.68 | \$133.75 | \$138.27 |
| | Casual | \$135.24 | \$135.24 | \$161.73 | \$166.25 | \$174.61 | \$167.18 | \$172.86 |

Travelling and Incidental Expenses – Victoria

| VIC | 1st July 2023 | 1st July 2024 | 1st July 2025 |
|---------------|---------------|---------------|---------------|
| Breakfast | \$24.29 | \$25.26 | \$26.27 |
| Lunch | \$24.29 | \$25.26 | \$26.27 |
| Dinner | \$35.66 | \$37.09 | \$38.57 |
| Accommodation | \$121.32 | \$126.17 | \$131.22 |
| Total | \$205.56 | \$213.78 | \$222.33 |

END OF ANNEXURE B

Annexure C - Construction Works Rates

General Application of Annexure C

This Annexure C provides:

- (a) The rates of pay paid to employees performing Constructions Works; and
- (b) additional entitlements which apply to employees performing work on a Construction Works site.

When this Annexure C provides additional entitlements to those entitlements that are provided for within in the main body of the Agreement, Agreement, the terms contained in this Annexure C will apply instead of the entitlement set out in the Agreement.

1. CATEGORIES OF EMPLOYMENT

- 1.1 An employee may be engaged in one of the following categories.
- 1.2 An employee shall be specifically engaged as a full time, part time, casual or temporary employee.
- 1.3 Employees not specifically engaged as casuals or part time employees shall be employed as full time employees: i.e. employed by the week.
- 1.4 An employee may be engaged on a full time or part time basis for a specific period of time or for specific tasks, hereinafter referred to as employment on a temporary basis. The details of the specific period or specific tasks shall be set out in writing with a copy being kept by the Company and the employee. An employee engaged in this way will be regarded as a full time or part time employee.
- 1.5 A full time, part time employee or temporary employee shall be engaged for a period of probationary employment for a period of 6 months. Either party giving a weeks' notice may terminate employment during a probationary period. An employee on a period of probation is for all purposes of the Agreement a full time, part time employee or temporary employee. A period of probation forms part of an employee's period of continuous service.

2. CONSTRUCTION SITE ALLOWANCE

2.1 Construction Definition

For the purposes of these provisions in **Annexure C** and this Agreement:

- (a) A Site Location shall be deemed to be performing Construction Works for the purposes of this Agreement if and when the Company receives formal written notification from a client, that is accepted by the Company, that the work being performed at the Site Location relates to the construction of new assets and capabilities as required by the State Government.
- (b) When there is a transition from Rail Infrastructure Works to Construction Works on a Site Location, an employee will only be entitled to the terms set out in this Annexure C once written notification has been received and accepted by the Company. For the avoidance of doubt any pre-works work performed by an employee on a Site Location which later becomes a Construction Works site, will not be entitled to the terms of this Annexure C for work performed during those pre-works:

Construction Works includes:

- (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.

For the avoidance of doubt, Rail Infrastructure Works (as defined in this Agreement) is not Construction Work.

2.2 Construction Works Allowances

The undermentioned allowances apply to an employee of the Company who from time to time may be required to perform Construction Works, for the rostered hours of work time they are performing those works. Site Allowances effective as of 1 July 2024.

Table A

| Project Stage Value | Site Allowance \$ per hour |
|-----------------------------|-----------------------------------|
| \$5.7 – \$34.7 million | \$2.85 |
| \$34.7 – \$58 million | \$3.50 |
| \$58 – \$115.6 million | \$4.00 |
| \$115.6 – \$289.1 million | \$4.60 |
| \$289.1 – \$462.5 million | \$5.25 |
| \$462.5 – \$1156.4 million | \$5.75 |
| \$1156.4 – \$2312.7 million | \$6.90 |
| \$2312.7 – \$3469.2 million | \$7.50 |
| \$3469.2 – \$4625.4 million | \$8.10 |

Site Allowances are paid to each employee for each hour worked by the employee, in addition to the relevant rate of pay set out in Table 1 of this Annexure C. Under no circumstances will Site Allowance be included in calculations for overtime or any other loadings (i.e. it is not for all-purposes, but a flat rate payable on top of the hourly rate).

Site allowances will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve-month period.

2.3 Construction Works Rates of pay

The minimum hourly rates of pay for an employee engaged to perform Construction Works a construction site (as defined) shall be in accordance with the Tables set out at the back of this Annexure C.

3. Additional Construction Works Conditions

- 3.1 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 degrees Celsius 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.)
- 3.2 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.
- 3.3 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.

- 3.4 Except as provided in clause 3.3 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.
- 3.5 All employees working shift work shall be paid 100% loading for all hours worked.
- 3.6 An employee who is in receipt of workers compensation payments as a result of an injury occurring on 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.

4. Long Service Leave (LeavePlus)

Long Service Leave benefits will be provided by LeavePlus. Payments must be made quarterly by the Company into the relevant Scheme.

5. Industry Fund Compliance

- 5.1 The Company shall ensure that all its employees covered by this Agreement are compliant with the industry schemes Incolink, CBus and LeavePlus.
- 5.2 It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

Table 1 – Hourly Rates of Pay – Construction Works Rates

Rates effective from the first full pay period on or after commencement of Agreement

| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
|--|------------------|----------------|-----------------------|---------------------------|---------------------------|---------------------------|----------------------------|-----------------------------------|
| Ordinary hours | Full-time | \$47.00 | \$47.00 | \$51.34 | \$52.62 | \$56.23 | \$53.49 | \$54.09 |
| | Casual | \$58.75 | \$58.75 | \$64.18 | \$65.78 | \$70.29 | \$66.86 | \$67.61 |
| Time and a half (where applicable) | Full-time | \$70.50 | \$70.50 | \$77.01 | \$78.93 | \$84.35 | \$80.24 | \$81.14 |
| | Casual | \$88.13 | \$88.13 | \$96.27 | \$98.67 | \$105.44 | \$100.29 | \$101.42 |
| Double time (where applicable) | Full-time | \$94.00 | \$94.00 | \$102.68 | \$105.24 | \$112.46 | \$106.98 | \$108.18 |
| | Casual | \$117.50 | \$117.50 | \$128.36 | \$131.56 | \$140.58 | \$133.72 | \$135.22 |
| Double time and a half (where applicable) | Full-time | \$117.50 | \$117.50 | \$128.35 | \$131.55 | \$140.58 | \$133.73 | \$135.23 |
| | Casual | \$146.88 | \$146.88 | \$160.45 | \$164.45 | \$175.73 | \$167.15 | \$169.03 |

Table 1 – Hourly Rates of Pay – Construction Works Rates

Rates effective from the first full pay period on or after 1 July 2024 (incorporating 4% increase)

| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
|--|------------------|-----------------|-----------------------|---------------------------|---------------------------|---------------------------|----------------------------|-----------------------------------|
| Ordinary hours | Full-time | \$48.88 | \$48.88 | \$53.39 | \$54.72 | \$58.48 | \$55.63 | \$56.25 |
| | Casual | \$61.10 | \$61.10 | \$66.75 | \$68.41 | \$73.10 | \$69.53 | \$70.31 |
| Time and a half (where applicable) | Full-time | \$73.32 | \$73.32 | \$80.09 | \$82.09 | \$87.72 | \$83.44 | \$84.38 |
| | Casual | \$91.65 | \$91.65 | \$100.12 | \$102.62 | \$109.65 | \$104.30 | \$105.47 |
| Double time (where applicable) | Full-time | \$97.76 | \$97.76 | \$106.79 | \$109.45 | \$116.96 | \$111.26 | \$112.51 |
| | Casual | \$122.20 | \$122.20 | \$133.49 | \$136.82 | \$146.20 | \$139.07 | \$140.63 |
| Double time and a half (where applicable) | Full-time | \$122.20 | \$122.20 | \$133.48 | \$136.81 | \$146.20 | \$139.07 | \$140.63 |
| | Casual | \$152.75 | \$152.75 | \$166.87 | \$171.03 | \$182.75 | \$173.84 | \$175.79 |

Table 1 – Hourly Rates of Pay – Construction Works Rates

Rates effective from the first full pay period on or after 1 July 2025 (incorporating 4% increase)

| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
|--|------------------|-----------------|-----------------------|---------------------------|---------------------------|---------------------------|----------------------------|-----------------------------------|
| Ordinary hours | Full-time | \$50.84 | \$50.84 | \$55.53 | \$56.91 | \$60.82 | \$57.85 | \$58.50 |
| | Casual | \$63.54 | \$63.54 | \$69.42 | \$71.15 | \$76.03 | \$72.32 | \$73.13 |
| Time and a half (where applicable) | Full-time | \$76.25 | \$76.25 | \$83.29 | \$85.37 | \$91.23 | \$86.78 | \$87.76 |
| | Casual | \$95.32 | \$95.32 | \$104.13 | \$106.72 | \$114.04 | \$108.47 | \$109.69 |
| Double time (where applicable) | Full-time | \$101.67 | \$101.67 | \$111.06 | \$113.83 | \$121.64 | \$115.71 | \$117.01 |
| | Casual | \$127.09 | \$127.09 | \$138.83 | \$142.30 | \$152.05 | \$144.63 | \$146.25 |
| Double time and a half (where applicable) | Full-time | \$127.09 | \$127.09 | \$138.82 | \$142.28 | \$152.05 | \$144.64 | \$146.26 |
| | Casual | \$158.86 | \$158.86 | \$173.54 | \$177.87 | \$190.06 | \$180.79 | \$182.82 |

| Table 1 – Hourly Rates of Pay – Construction Works Rates | | | | | | | | |
|---|------------------|-----------------|-----------------------|---------------------------|---------------------------|---------------------------|----------------------------|-----------------------------------|
| Rates effective from the first full pay period on or after 1 July 2026 (incorporating 4% increase) | | | | | | | | |
| Rates of pay | Type | Lookout | Hand signaller | TFPC – Level 1/3.1 | TFPC – Level 2/3.2 | TFPC – Level 3/3.3 | Permit to Work Near | Level 5 Competent Employee |
| Ordinary hours | Full-time | \$52.87 | \$52.87 | \$57.75 | \$59.19 | \$63.25 | \$60.17 | \$60.84 |
| | Casual | \$66.09 | \$66.09 | \$72.19 | \$73.99 | \$79.07 | \$75.21 | \$76.05 |
| Time and a half (where applicable) | Full-time | \$79.30 | \$79.30 | \$86.63 | \$88.79 | \$94.88 | \$90.25 | \$91.27 |
| | Casual | \$99.13 | \$99.13 | \$108.29 | \$110.99 | \$118.60 | \$112.81 | \$114.08 |
| Double time (where applicable) | Full-time | \$105.74 | \$105.74 | \$115.50 | \$118.38 | \$126.50 | \$120.34 | \$121.69 |
| | Casual | \$132.17 | \$132.17 | \$144.39 | \$147.99 | \$158.13 | \$150.42 | \$152.10 |
| Double time and a half (where applicable) | Full-time | \$132.17 | \$132.17 | \$144.38 | \$147.98 | \$158.13 | \$150.42 | \$152.11 |
| | Casual | \$165.21 | \$165.21 | \$180.48 | \$184.98 | \$197.67 | \$188.02 | \$190.13 |

End of Annexure C

Annexure D

Travelling and Incidental Expenses – Victoria

| VIC | 1st July 2023 | 1st July 2024 | 1st July 2025 |
|---------------|----------------------|---------------------------------|---------------------------------|
| Breakfast | \$24.29 | \$25.26 | \$26.27 |
| Lunch | \$24.29 | \$25.26 | \$26.27 |
| Dinner | \$35.66 | \$37.09 | \$38.57 |
| Accommodation | \$121.32 | \$126.17 | \$131.22 |
| Total | \$205.56 | \$213.78 | \$222.33 |

End of Annexure D