



Australian Government

Workplace Authority

05 JUN 2009



Industrial Officer  
AUSTRALIAN RAIL TRAM & BUS INDUSTRY UN  
Level 4  
321 Pitt St  
SYDNEY NSW 2000

**NOTICE UNDER SECTION 346M OF THE *WORKPLACE RELATIONS ACT***

**Your union collective agreement has been taken to pass the no-disadvantage test**

**Date of Issue of this Notice:** 2 June 2009  
**Agreement Number:** 096087029  
**Employer Name:** INDEPENDENT RAILWAYS OF AUSTRALIA PTY LTD,  
58121419878  
**Agreement Name:** INDEPENDANT RAIL AUSTRALIA 2008 UNION COLLECTIVE AGREEMENT

**Decision**

- In accordance with subsection 346D(7) of the *Workplace Relations Act 1996*, your union collective agreement passes the no-disadvantage test as there is no reference instrument in relation to the employees whose employment is subject to the union collective agreement.
- Your union collective agreement will start operating on the seventh day after the date of issue of this notice.

The employer must take reasonable steps to give copies of this letter to all employees whose employment is subject to the agreement at the time the employer receives this letter. An employer may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if the employer doesn't do this as soon as they can.

The union(s) party to this agreement will also be sent a copy of this letter.

Attached is some information about the no-disadvantage test and the Australian Fair Pay and Conditions Standard. If you have further questions concerning this notice visit our website at [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au) or contact the Workplace Infoline on 1300 363 264.

Please retain a copy of this notice for your records.

**Workplace Authority**

## **The no-disadvantage test**

The no-disadvantage test ensures that a workplace agreement does not reduce the overall terms and conditions of employment of any employee whose employment is subject to the agreement when compared with a reference instrument.

### **What is a reference instrument?**

For an employee who is or will be subject to a collective agreement a reference instrument will generally be a relevant general instrument. A relevant general instrument may be an award, certain transitional awards and common rule awards in Victoria or a notional agreement preserving a state award (NAPSA) that applies to the same kind of work as that performed under the collective agreement and that was binding on the employer immediately before the agreement was lodged (or would have been binding but for another industrial award or agreement). In addition, a State or Territory long service leave law may be taken to be a reference instrument relating to an employee if it applied to the employee immediately before the agreement was lodged. If there is no reference instrument (other than an applicable long service leave law) an award may be designated by the Workplace Authority for the purposes of conducting the no-disadvantage test.

### **When does an agreement pass the no-disadvantage test?**

A workplace agreement will pass the no-disadvantage test if the Workplace Authority Director is satisfied that on balance, the agreement does not reduce the overall terms and conditions of employment of any employee whose employment is subject to the agreement when compared with the reference instrument. A workplace agreement will be taken to pass the no-disadvantage test if there is no reference instrument (including no designated award and no applicable State or Territory long service leave law) in relation to any employee(s) whose employment is subject to the agreement.

### **When does my workplace agreement come into operation?**

In the case of an ITEA made with a new employee, an employer greenfields agreement or a union greenfields agreement, the agreement came into operation on the day it was lodged with the Workplace Authority. In the case of an ITEA with an existing employee, an employee collective agreement or a union collective agreement, the agreement will start operating on the seventh day after the date of issue of the notice from the Workplace Authority advising that the agreement has passed the no-disadvantage test.

### **Application of the Australian Fair Pay and Conditions Standard**

The Australian Fair Pay and Conditions Standard (the Standard) applies to all employers and employees who make workplace agreements. As a result, the Workplace Authority conducts the no-disadvantage test on the basis that the minimum entitlements of the Standard are included in the agreement. Workplace agreements which contain provisions that are drafted to provide entitlements that are less than the Standard may be referred to the Workplace Ombudsman for investigation. Penalties of up to \$6,600 (for an individual) and \$33,000 (for a corporation) may be imposed if an employer does not comply with the Standard.

More detailed information on the no-disadvantage test and the Standard can be found on the Workplace Authority's website [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au). Information can also be obtained by contacting the Workplace Infoline on 1300 363 264.

# ***INDEPENDENT RAIL AUSTRALIA***

## **2008 UNION COLLECTIVE AGREEMENT**

# INDEPENDENT RAIL AUSTRALIA UNION COLLECTIVE AGREEMENT 2008

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## PART 1 - FORMALITIES OF AGREEMENT

### 1. TITLE

This Agreement shall be known as the Independent Railways of Australia (Train Operations) Union Collective Agreement 2008.

### 2. SCOPE, APPLICATION AND PARTIES BOUND

2.1 This Agreement provides for the employment arrangements for employees of the Independent Railways of Australia ("the Company") who are engaged principally in performance of train operations as specified in Appendix 5 – Classifications/Position Descriptions

2.2 This Agreement shall be binding upon:

- the Independent Railways of Australia; and
- The Australian Rail, Tram and Bus Industry Union; and
- Each person employed from time to time by the Company to perform work covered by the Classifications detailed in Appendix 4 of this Agreement

### 3. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of lodgement and shall have a nominal expiry date of 1<sup>st</sup> April 2011. In the absence of renegotiation, the last increase of pay detailed in Clause 26.4 will be the agreed increase of pay for each anniversary of such date thereafter.

### 4. RELATIONSHIP TO PREVIOUS AWARDS OR AGREEMENTS

This Agreement supersedes all previous agreements of the Australian Industrial Relations Commission, and all awards, agreements and orders of any State or Territory relating to the operations and/or employment in the industries and/or industrial pursuits governed by this Agreement.

## 5. DEFINITIONS AND INTERPRETATIONS

“Annual Aggregate”	means the employees annual salary as set out in Clause 26
“AQF Certification”	means the Australian Qualification Framework,
“Company”	means the Company known as Independent Railways of Australia Pty Ltd
“Casual Employment”	means a form of employment where an employee is not employed on a permanent basis and is employed by the hour, and who does not meet the definition of a part-time or fixed term employee
“Commission”	means the Australian Industrial Relations Commission
“Continuity of Employment”	means continuous unbroken employment with the Company or deemed to be, continuous unbroken employment.
“CPI Increases”	means the change in the Consumer Price Index, All Groups Australia, produced by the Australian Bureau of Statistics for the relevant period
“Fixed term Employment”	means a form of employment where an employee is employed for a defined period or task and shall be paid in accordance with the conditions of a Fulltime or Part-time employee as applicable
“Fulltime Employment”	means an employee engaged on a regular basis with the expectation from all parties to this agreement of a regular, permanent and ongoing relationship.
“Home Depot”	means the employee's appointed operational base or temporary operational base if working away from home on temporary transfer
“Hourly Rate”	means the hourly rate applicable to the “Ordinary Hours” component of the remuneration inclusive of the additional components set out in Clause 26.
“Ordinary Hours”	means the number of Ordinary Hours worked over a Roster Cycle necessary to average 38 Ordinary Hours per week over the Roster Cycle.
“OH&S Act” -	means, as applicable, the Occupational Health & Safety Act 2000 (NSW).
“Overtime”	means where referred to in this Agreement, overtime to be paid in accordance with Clause 30
“Part-time Employment”	means a form of employment where an employee is employed on a regular basis on a number of hours less than the full-time employment Ordinary Hours of work

“Policy/Procedure”	means a new or existing Company policy, procedure or standard as amended from time to time
“Roster Cycle”	Roster Cycle hours will be the Ordinary Hours over a 2 week period. This requires employees to be available to work 76 hrs for each roster cycle.
“Stand Alone”	means the hours paid that are not included in the calculation of Roster Cycle hours. Payments of hours that Stand Alone are additional to the Annual Aggregate.
“The Act”	means the Workplace Relations Act 1996
“Train Crew”	means those employed in the Locomotive Operations stream as described in Appendix 5
“Twelve (12) hour shift”	means any shift in excess of 11 hours.
“Available Day”	means a day where employees are expected to be available to work per Appendix 1, Clause 1 (l) (ii).
“Weekly Aggregate”	means the employees weekly salary as set out in Clause 26 inclusive of the Hourly rate.

## 6. NO EXTRA CLAIMS

- 6.1 It is a term of this agreement that the Parties will not pursue any extra claims for the duration of this agreement.

## 7. INTENT AND OBJECTIVES

### 7.1 Commitment to Service

- 7.1.1 The Company and employees acknowledge it is critical to the company's ongoing success that an increased level of business competitiveness is achieved through continuous improvement in operational reliability, provision of quality customer service and improved productivity.
- 7.1.2 As part of an on-going process for improvement in productivity and efficiency, consultation shall take place at the workplace level between the Company, the employees and the employee's representatives (as set out in Clause 51).
- 7.1.3 A key part of this is the commitment of all parties to utilise and adhere to the disputes settling procedure set out in Clause 52.

### 7.2 *Employment Obligations*

- 7.2.1 ***Employment Relationship:*** The employment relationship is based on:

- Mutual trust and integrity
- Shared responsibility to achieve Company goals
- Encouraging your skill acquisition and personal development
- Effective consultation, communication and decision making
- Flexible working conditions that will take into account your needs balanced against the Company's objectives

- 7.2.2 ***Basic Responsibilities:*** The basic responsibilities of all employees are:

- We agree to carry out work as directed, in accordance with this agreement
- We agree to comply with Company policies, practices or procedures as varied from time to time
- We agree to act with a duty of care as per the relevant legislation, policies, practices and procedures to safeguard each other and those we come into contact with at the workplace
- We agree to do our best to promote, and not harm, our business, interests and reputation. This includes reporting any information of which we become aware that may be reasonably expected to adversely affect our business.
- We agree to not disclose to anyone outside the Company and keep confidential any 'information' including: information relating to our business or operational interests, our methodology and affairs, financial information and anything else the Company notifies as being confidential.

### **7.3 Commitment to Equity in the Workplace**

7.3.1 **Principles of Equity:** The parties to this agreement are committed to the principles of equity. This means that they support:

- The creation of conditions whereby the Company utilises the skills and abilities of all workers to meet the needs of the Company;
- The removal of unlawful discrimination from all employment practices;
- Regards for the basic human right of each individual to be treated with respect and dignity
- The right of each employee to compete with others for positions on the basis of their skills, talents and capabilities and willingness and not to be denied fair selection appraisal or to be excluded during the process by inappropriate rules or attitudes; and
- The needs of Equal Employment Opportunities (EEO) target group members by recognising the impact of workplace conditions and practices upon them and taking measures to ensure they are not disadvantaged.

7.3.2 **Diversity in Workplace:** The employee and the Company agree to respect and value the diversity of our workplace by helping to prevent and eliminate discrimination at our workplace on the basis of race, sex, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, transgender, religion, political opinion, national extraction or social origin.

## PART 2 – CONTRACT OF EMPLOYMENT

### 8. CATEGORIES OF EMPLOYMENT

- 8.1 **Employment categories:** Employees shall be engaged in full time, part time, casual or temporary fixed term categories of employment.
- 8.2 **Existing employees** shall not have their category of employment changed without their consent. Any agreed change shall be detailed in writing.
- 8.3 **Advice to new employee:** New employees, except short term casual appointments, shall be advised in writing of their category of employment and their Home Depot prior to engagement.
- 8.4 **Filling permanent positions:** Where permanent full time positions become available, preference will be given to suitable part time, casual or temporary fixed term employees who wish to be considered for appointment to these positions.

### 9. PROBATIONARY EMPLOYMENT

- 9.1 **Initial term:** There shall be an initial fixed term probationary period of employment not exceeding three (3) months and if required a further 3 months period for all new employees with the exception of casuals. During the probationary period the Company will assess the skills and capacity of the employee, which will allow the Company and the employee to determine if they wish to continue with the employment relationship.
- 9.2 **Duration of Probation period:** At the commencement of employment the Company shall inform new employees of the duration of the probationary period.
- 9.3 **Induction:** Employees will undergo an induction and orientation program at the commencement of employment, during which time they will be familiarised with the Company, their work sites, the requirements of their position and be issued a copy of this agreement.
- 9.4 **Termination by employer:**
- 9.4.1 **One days notice:** The employee may be dismissed with one days notice (or payment in lieu of notice) before the end of the probationary period if:
- They are unable to demonstrate the required skill or ability and/or,
  - Demonstrate inappropriate behaviours and/or,
  - Cannot satisfy the medical requirements for the position.
- 9.4.2 **During probationary period (six (6) months) - performance to be discussed:**
- (a) During the probationary period the Company will carry out a review at 3 months and shall discuss the employee's performance with the employee; and
- (b) The Company shall give the employee an opportunity to improve his/her performance if appropriate.

- 9.5 **Termination by employee:** At any time during the probationary period an employee may terminate the employment relationship by giving one days notice to the Company.
- 9.6 **Permanent engagement:** During the probationary period should the employee demonstrate the level of skill, behaviours, ability and the medical requirements required for the position, the Company and employee may agree to cease the probationary period. The Company will then confirm in writing the employees' engagement in one of the categories detailed in Clause 8.1 of this Agreement.

## 10. EMPLOYMENT STATUS

### 10.1 *Full Time Employee.*

A full time employee is an employee engaged on a regular basis with the expectation on both the Company's and employee's part of a regular, permanent on-going employment relationship.

### 10.2 *Part Time Employee.*

10.2.1 **Hours:** A part time employee is one engaged to work agreed defined hours, which are less than the Ordinary Hours of a full time employee. The employee shall be advised in writing before the commencement of the part time engagement. These agreed hours and the days an employee is required to work can only be altered by mutual agreement and must be in writing. An employee will have their rostered book off days posted in accordance with the provisions of this agreement.

#### 10.2.2 *Conditions:*

- (a) Part time employees shall receive, on a pro rata basis, equivalent pay and conditions to those of full time employees in the same position/classification. Pro-rata will be calculated on an hourly basis using the Hourly Rate.
- (b) A part time employee will be paid the applicable Overtime rate as described in clause 30 where he/she works in excess of the Ordinary Hours in a Roster Cycle for a fulltime employee.
- (c) A part time employee will be paid the applicable Overtime rate as described in clause 30 where he/she works on a posted rostered book off day and this time shall Stand Alone.

10.2.3 **Part time offers:** Where the Company is proposing to introduce a part time arrangement it shall offer the part time arrangement to existing suitable employees before seeking external appointments.

10.2.4 **Conversion to full time:** A part time employee may request (no more frequently than every six months) to convert to full-time work. The Company will endeavour to meet this request where it considers the workload is sustainable and will give an answer to such request in writing.

### 10.3 **Casual Employee.**

***In engaging a casual employee, the Company shall attempt to utilise Casual Employment only when operational requirements make it impracticable to utilise permanent employees.***

- 10.3.1 A casual employee is an employee paid by the hour, who works on an ad hoc basis and who maintains an on-going relationship with the Company.
- 10.3.2 A casual employee will be paid a minimum of six hours for each shift at their applicable rate of pay.
- 10.3.3 A casual employee shall be paid on an hourly basis using the Hourly Rate for their particular Classification.
- 10.3.4 A casual employee is not entitled to the benefits of Part 5 – Leave of this Agreement.
- 10.3.5 Payment of Overtime, penalties and allowances shall be paid where he/she works in excess of the Ordinary Hours in a Roster Cycle for a fulltime employee or as otherwise specified within this agreement as being payable to a fulltime Employee.
- 10.3.6 The parties to this agreement shall review the employment arrangement no more frequently than every six (6) months at a casual employee's request. The Company shall convert the position to a permanent part time or full time position where the employee is considered suitable and it is reasonable to do so. The Company will outline the reasons for declining any such conversion to the employee in writing.

### 10.4 **Temporary Fixed Term Employee**

- 10.4.1 A temporary fixed term employee is engaged on a regular basis, such as full time, but for a specified period of time or for a specific task or tasks. This may be subject to change/extension by agreement of the parties;
- 10.4.2 A temporary fixed term employee is entitled to all the benefits in Part 5 – Leave of this Agreement on a pro rata basis. Pro-rata will be calculated on an hourly basis using the Annual Aggregate.

## 11. **TRANSFERS**

### 11.1 **Permanent**

- 11.1.1 Where opportunities for permanent transfers within the Company's operations arise, the Company will seek volunteers by calling for expressions of interest from suitable employees wishing to be considered for transfer.
- 11.1.2 The Company will pay reasonable costs for the transfer including travel and removal expenses.

## 11.2 *Temporary Transfer*

- 11.2.1 Employees may be requested to change their Home Depot on a temporary basis. A temporary transfer will only operate by agreement.
- 11.2.2 **Conditions:** When temporarily transferred the following conditions apply:
- a) Accommodation will be provided to the agreed minimum accommodation standard as set out in Appendix 3
  - b) Meal expenses as described in Clause 27.3 shall apply from the time an employee departs their home until the time an employee returns to their home
  - c) The means of travel to and from the temporary location will either be provided by the Company or, where an employee uses their own car as agreed, the employee shall be reimbursed according to the current mileage rates provided by the Australian Taxation Office and in line with the Company Policy.
- 11.2.3 **Travel time:** The time taken to travel from the Home Depot to and from the temporary location is to be included as working time in the total calculation of Roster Cycle hours.

## 12. SUPERANNUATION

- 12.1 On commencement, an employee shall be entitled to have a contribution made to an approved superannuation fund on account of occupational superannuation.
- 12.2 Such contribution shall not be less than the amount specified by the Superannuation Guarantee Charges Act from time to time. As at 2008 and for the duration of this Agreement the Company is paying 12% which is 3% more than the Act.
- 12.3 Such contributions shall be based on the "Ordinary Hours" component of the Annual Aggregate for each classification of employee, as specified in Clause 26 of this Agreement.
- 12.4 Subject to the provisions of the overriding superannuation legislation, and any amendments from time to time, the "approved superannuation fund" shall be a Fund nominated by the employee concerned or, if no such nomination is made, Australian Super.

## 13. DISCIPLINARY MATTERS

13.1 **Process:** Any internal investigation in relation to a matter or incident by the Company that may lead to disciplinary action being taken against an employee must apply the principles of natural justice and due process, including:

- The employee being made fully aware in writing of the allegations that are the subject of investigation;
- The employee being provided with sufficient information to enable the provision of an informed response.
- The employee being informed of their entitlement to have a representative present as a witness/support person at any meetings/interviews, if so requested;
- The employee being given reasonable time to prepare a response to the allegations that are the subject of the investigation;

13.2 **Confidential:** Disciplinary inquiries and investigations shall be confidential.

13.3 **Investigations:** Employees under investigation may be subject to the following action during the investigation:

- Suspension from duty with no reduction of pay; or
- Placed on alternative duties; or
- Re-assessed and returned to normal duties.

13.3.1 **Disciplinary Outcomes:** following the procedure in Clause 13.1 employees may be subject to the following disciplinary outcomes:

- Verbal warning with a file note entered on the employee's personnel file; or
- Written warning or reprimand; or
- Temporary reduction in position, classification level and pay (for a maximum period of up to twelve (12) months). When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
- Suspension from duty without pay, or
- Dismissal, with or without notice as applicable.

13.3.2 **Dispute Settling Procedure:** Employees, who wish to dispute the outcome of a disciplinary procedure, must follow the procedure set down in Clause 52.

## 14. TERMINATION OF EMPLOYMENT

### 14.1 *Notice of Termination by Company*

14.1.1 (a) **Notice period:** In order to terminate the employment of an employee the Company shall give the employee the following notice:

Period of Continuous Service	Period of Notice
3 months or less in probationary period	1 day
Up to the completion of 1 year (after probation period)	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(b) **Additional notice:** Where an employee is over 45 years of age at the time of termination and has a period of continuous service with the Company in excess of two years, the employee shall be entitled to one weeks notice in addition to that prescribed in Clause 14.1.1(a).

14.1.2 (a) **Payment in lieu of notice:** If the appropriate notice period is not given by the Company, payment in lieu of the notice prescribed in 14.1.1 shall be made.

(b) **Part payment/part notice:** Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

14.1.3 **Calculation of Payment:** In calculating any payment in lieu of notice, the weekly wages of any particular employee will be the Weekly Aggregate relevant to that employee's classification.

14.1.4 **Summary Dismissal:** Notwithstanding the provisions of clause 14.1.1 the Company shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal and in such cases the wages shall be paid up to the time of dismissal only.

14.1.5 **Exemptions to period of notice:** The period of notice in this clause shall not apply in the case of summary dismissal for serious or wilful misconduct or in the case of a casual employee or employees engaged for a specific period of time or for a specific task or tasks.

### 14.2 *Notice of Termination by Employee*

14.2.1 **Notice period:** An employee shall provide to the Company the same period of notice of termination as required by the Company.

14.2.2 **Withhold monies if no notice:** If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the equivalent pay for the period of notice.

14.2.3 **Shorter notice period:** Where agreed, a shorter period of notice may be given by the employee without the Company withholding moneys due to the employee.

### 14.3 ***Time Off During Notice Period***

14.3.1 (a) ***Seeking other employment during notice period:*** Where the Company has given notice of termination to an employee, the employee shall be entitled to one working day off without loss of pay for the purpose of seeking other employment.

(b) The time off shall be taken at times that are convenient to the employee after consultation with the Company.

(c) Additional days taken during the notice period will not be paid by the Company unless previously agreed by the General Manager

14.3.2 Other leave arrangements shall be at the discretion of the Company.

### 14.4 ***Statement of Employment***

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

## 15. **ABANDONMENT OF EMPLOYMENT**

15.1 If an employee is absent from work for a continuous period of seven (7) days without the consent of the Company, it shall be sufficient evidence that the employee has abandoned their employment.

15.2 The Company will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include writing to the employee at the employee's last known address informing the employee that the absence may result in the employee's service being terminated.

15.3 Termination of employment by abandonment in accordance with this sub clause shall operate from the date of the last attendance at work, or the last day's absence in respect of which consent was granted whichever is the later.

15.4 Upon termination of employment becoming effective, the employee must return all property belonging to the Company which is held by or under the control of the employee.

## 16. REDUNDANCY

### 16.1 *Discussions before termination of employment:*

16.1.1 A redundancy scenario arises where the Company considers that it no longer requires the position an employee has been performing, and this is not due to the ordinary and customary turnover of labour in the business.

16.1.2 Where a redundancy scenario may lead to termination of employment, the Company shall hold discussions with the employee/s directly affected.

16.1.3 The discussions shall take place as soon as is practicable after the Company has become reasonably aware of the possible redundancy scenario. The Company will advise employees of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

16.1.4 For the purpose of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the possible terminations of employment. This information will include the reasons for the possible terminations, the number and the names of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that where the disclosure would be contrary to the Company's commercial interests, the Company shall not be required to disclose confidential information.

### 16.2 *Transfer to Lower Paid Duties*

16.2.1 Where an employee agrees to transfer to lower paid duties for reasons set out in paragraph 16.1 hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated.

16.2.2 The Company may, at its option, make payment in lieu thereof of an amount equal to the difference between the former Annual Aggregate and the new lower Annual Aggregate for the number of weeks of notice still owing.

### 16.3 *Severance pay*

16.3.1 In addition to any period of notice prescribed for ordinary termination in this Agreement, an employee whose employment is terminated in a redundancy scenario shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Severance Pay</b>
1 year or less	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	9 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	15 weeks' pay
6 years and less than 7 years	18 weeks' pay

7 years and less than 8 years	21 weeks' pay
8 years and less than 9 years	24 weeks' pay
9 years and less than 10 years	27 weeks' pay
10 years and over	30 weeks' pay

16.3.2 For the purposes of this sub-clause, "weeks' pay" means the "Weekly Aggregate"

**16.4 *Alternative employment and incapacity to pay.***

The Company, in a particular redundancy case, may make application to the Australian Industrial Relations Commission ("AIRC") to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

**16.5 *Time off during notice period***

16.5.1 During the period of notice of termination given by the Company, an employee shall be allowed a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

16.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview otherwise the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**16.6 *Notice to Centrelink***

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 16.1 hereof, the Company shall notify the nearest Centrelink office as soon as possible giving relevant information including the number and type of employees likely to be affected and the period over which the terminations are likely to occur.

**16.7 *Employees exempted***

This clause shall not apply where the employment, which is less than one year's service, is terminated as a result of conduct justifying dismissal; or to casual employees, apprentices or employees engaged for a specific task or tasks, or term. It does not apply to employees retiring.

**16.8 *Transfer***

Where the Company offers and the redundant employee accepts a transfer to another location within the Company, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and his or her dependents.

## 16.9 Transmission of Business

16.9.1 **Provisions not applicable:** The provisions of Clause 16 are not applicable where a business is before or after the date of this Agreement, transmitted from the Company (in this sub-clause called the transmitter) to another employer (in this sub-clause called the transferee), in any of the following circumstances:

16.9.1(a) **Continuous Employment:** Where the employee accepts employment with the transferee which recognises the period of Continuous Employment which the employee had with the transmitter and any prior transmitter to be Continuous Employment of the employee with the transferee; or

16.9.1(b) **Employment offer rejected:** Where the employee rejects an offer of employment with the transferee:

(i) in which terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

(ii) which recognises the period of Continuous Employment which the employee had with the transmitter and any prior transmitter to be Continuous Employment of the employee with the transferee.

## 17. OCCUPATIONAL HEALTH AND SAFETY

### 17.1 Principles

The Company and its employees agree that the improvement and maintenance of occupational health and safety standards and procedures in the work environment is a primary objective of the Company.

### 17.2 Safety Teams

17.2.1 The parties to the Agreement understand the value of regular and constructive communication to improving the overall operation of the Company and work environment of the employees.

17.2.2 There will be local teams established to discuss safety, environment and productivity issues and opportunities. These teams will consist of elected depot representatives and at least one representative of the Company. These teams shall meet at least quarterly unless the team agrees to meet less frequently.

17.2.3 These teams shall be the forum for the discussion of any safety, environmental matters that the Company, its employees and their nominated representatives agree to discuss.

### 17.3 Safety Equipment

Safety equipment provided by the Company will be utilised as directed by the Company and in accordance with the manufacturer's instructions.

#### 17.4 **First Aid Facilities**

Suitable First Aid equipment in a hygienic container is issued to each employee on commencement of employment. The employee is responsible for maintaining the equipment in a ready to use state. If any equipment is used or damaged, the employee will notify immediately the office and it will be replenished.

#### 17.5 **Safety Procedures**

17.5.1 Safety policies and procedures and standards shall be clearly detailed by the Company to all employees. Where safety policies and procedures or standards require employees to receive training, this training shall be provided by the Company, at the Company's expense.

17.5.2 Safety policies and procedures and standards shall be followed and met by all employees. Failure to acknowledge and adhere to safety policies and procedures and standards may be grounds for dismissal. Neglect of safety policies and procedures that may lead to injury of other persons or employees may be grounds for summary dismissal.

#### 17.6 **Employee's responsibility**

Each employee has a duty to:

- protect his/her own health and safety at work;
- avoid adversely affecting the health and safety of any other person or property through any act or omission at work.

17.7 The parties to this agreement will continue to adhere to their obligations under the relevant state occupational health and safety legislation.

### 18. **ALCOHOL AND DRUGS**

18.1 **Safety at work:** An employee shall not, by the consumption of alcohol and/or a drug, be in such a state as to endanger his/her own safety at work or the safety of any other person at work.

18.2 **Serious Misconduct:** An employee who is not free of alcohol and/or illegal drugs while on duty is an example of serious misconduct.

18.3 **Drug and Alcohol test:** An employee will undertake a drug and/or alcohol test when requested to do so by the Company. The Company will bear all the costs associated with such testing.

18.4 **Testing procedures:** Testing is to be conducted in accordance the relevant State Legislation for such testing, unless it is a condition of entry to a customers site that an alternate procedure is in place, when such will apply.

18.5 **Impairment Testing:** In lieu of Clause 18.4 above, the parties to this Agreement and the relevant regulatory body agree to negotiate during the life of this agreement an agreed procedure for drug testing with the view of achieving a regime for "impairment testing".

## 19. HEALTH ASSESSMENTS

- 19.1 **The Company to pay costs where liable:** Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, the Company will pay all costs associated with the medical assessment up to the initial "Determination", including the health assessment and stress ECG and/or other referred tests.
- 19.2 **The Determination:** The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
- Fit for Duty;
  - Fit for Duty subject to Review;
  - Fit for Duty subject to Job Modification;
  - Temporarily Unfit for Duty Subject to Review; or
  - Permanently Unfit for Duty.
- 19.3 **Additional costs associated with referral:**
- 19.3.1 If further tests are required following the Determination, the Company will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
- 19.3.2 In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or their nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- 19.3.3 Where it is determined that the referral was not justified, the Company will
- a) reimburse the employee for the medical costs incurred as a result of the referral; and,
  - b) re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 19.4 **Rostered Medicals** – All medicals will be pre advised and booked at 7.00am on the day required, the length of the shift to attend the required medical examinations (non-workers comp) is to be seven point six (7.6 hrs)
- 19.5 **Applicable legislation** - The above provisions do not exclude any obligations arising under the applicable Workers Compensation legislation

## **20 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

- 20.1 The Company will provide employees with uniforms and where required, protective clothing or equipment.
- 20.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty.
- 20.3 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain, at all times the property of the Company. Worn or defective items of uniform, protective clothing or equipment must be reported to the Company.
- 20.4 The Company shall consult with the relevant employees where there is a proposal to make a significant change to the frequency, quality or quantity of uniform issues. Changes to colour or supplier will not be considered a significant change.
- 20.5 The Company will replace uniforms, protective clothing and equipment on a "fair wear and tear basis, or in accordance with Occupational Health and Safety Legislation.
- 20.6 Employees will return all clothing and equipment upon termination. In instances where outstanding property is not returned, the Company will deduct the reasonable value of the missing equipment from the final payment of monies.

## **21. MUTUAL SUPPORT IN CASE OF WORKPLACE INJURY**

- 21.1 The employee and the Company agree that in the case of a workplace injury the employee shall return to work as soon as practicable. The return to work plan will be actively pursued by both parties, in order to facilitate early recovery and/or complete rehabilitation.
- 21.2 The Company will make every endeavour to allocate operational related tasks within the employees capability which will not aggravate the injury and where practicable is approved by the treating doctor.
- 21.3 In the event of injury, the Company will make early contact with the employee on such arrangements, which will be made in consultation with the employee and the employees treating doctor and will be the subject of regular review.
- 21.4 The parties to this agreement will continue to adhere to their obligations under the relevant legislation.

## PART 3 – SKILLS STRUCTURE

### 22. TRAINING

- 22.1 **Multi Skilling:** The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognises the value of training to achieve multi-skilling and the importance of training its employees.
- 22.2 **Incidental and Peripheral Tasks:** Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions providing they are competent to perform such work.
- 22.3 **Training priorities:** The priorities for training will be;
- 22.3.1 Training to ensure an employee possesses and / or maintains the competencies required to fulfil their role;
- 22.3.2 Training to prepare an employee for progression to the next step of the classification structure in their career path.
- 22.4 Training and personal development are an important part of employment with the Company.
- 22.5 The Company will provide reasonable access to training to afford employees the opportunity to acquire all of the skills, competency and knowledge needed to perform work in the employees appointed position.
- 22.6 **Payment for skills used:** An employee may be required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement they may train for higher or alternative positions. This training will not entitle an employee to the rate of pay for that higher or alternative position, unless the training is completed and the Company requires the employee to use such skills in performing certain duties.
- 22.7 **Competency based training:** Training will be competency based. It will be delivered using both off the job and on the job methods, and delivered by appropriately qualified trainers.
- 22.8 The Competency Assessment System will apply the principles associated with Recognition of Prior Learning (RPL). RPL provides for the recognition of an individuals qualification, knowledge, skills, experience, wherever it was gained.
- 22.9 **National guidelines:** The Competency Assessment System will comply with national guidelines/standard for competency assessment.
- 22.10 **Training at Company expense:** When training is undertaken by the employee as required by or at the request of the employer then all such training will be provided in the employer's time and at the employer's expense.
- 22.11 **Training issues:** The Company and employees shall utilise the consultative committee to discuss issues related to training.

- 22.12 **Monitoring qualifications:** The Company and employees will monitor the status of employees' Safeworking, Route Knowledge and Train Management qualifications.
- 22.13 **AQF certification etc:** For employees this means that the training undertaken with the Company will provide credentials, such as AQF Certification, that are nationally recognised by other employers.

## 23. CAREER PATH AND PROMOTION

- 23.1 **Progression criteria:** All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace and subject at least to the companies operational requirements, the availability of training, and the availability of promotional opportunities.
- 23.2 **Progression to Mainline Driver:**
- 23.2.1 Career progression to Mainline Driver shall be dependant upon an employee being deemed competent by an accredited workplace assessor. **(see appendix 6 for further clarification)**
- 23.2.2 An employee may opt not to progress to a higher classification and shall advise the Company in writing of his/her decision.
- 23.3 **Dispute settling procedures:** Should there be a disagreement about progression the Dispute Settling Procedures will apply.
- 23.4 **Advertising vacancies:** Should a vacancy become available for promotion above Mainline Driver, the Company undertakes to advertise internally and externally concurrently and selection will be based on merit.
- 23.5 Relocation costs:
- The Company will pay relocation costs for an employee transferring location as a result of a merit based selection promotion (i.e. above Mainline Driver); or,
  - Where the Company requests a change of work location for employees covered by this agreement.
- 23.6 **Merit based selection beyond Mainline Driver:** This is the end of automatic progression upon competency assessment as described in clause 23.2. All positions above Mainline Driver will be determined on the basis of merit based selection.
- 23.7 **Training, Accreditation, Performance standards not met:** In the event that an employee has not met the required standards in relation to training, accreditation or performance standards within a reasonable period, the Company and the employee and their representative (if they so wish) shall meet to discuss the concerns with the employees performance if required.

## 24. HIGHER DUTIES

- 24.1 **Allowance paid:** Where an employee is required to act in a higher classification, an allowance equal to the remuneration difference of the two classifications shall be paid for the shift during which the employee is acting.
- 24.2 **Training:** Where the employee performs higher level duties as part of training, no additional amount shall be payable under this clause.

## 25. CLASSIFICATIONS

- 25.1 **Preamble:** The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The company recognises the value of training to achieve multi-skilling and the importance of training to the career/s of the employees.

Classifications relate to the following factors:

- Level of experience;
- Range of skills (including level of training or competency) required for performing duties;
- Level of supervision (including degree of instructions required and/or given);
- Degree of responsibility;

Classifications are also distinguished by indicative tasks of each level. The Classifications apply to all staff, that is, employees who are engaged principally for the operation of terminal and line haul. The parties anticipate that employees may be required to perform tasks that are peripheral to their indicative tasks provided that the performance of such tasks is not beyond the Classification of any individual employee and any relevant training or competency standards, or safety requirements.

- 25.2 **Principles:** The classifications/position descriptions as outlined in Appendix 5 reflect the range of skills that are required to be used.

## PART 4 - REMUNERATION AND HOURS OF WORK

### 26. REMUNERATION

#### 26.1 *Flexible working arrangements*

26.1.1 **Principle:** In relation to the issues of hours of work and remuneration in this Agreement, the Company, its employees (or representatives nominated by the employees), agree to flexible working arrangements. The principle of remuneration reflects skills used and tasks completed rather than the time taken to do the work or when the work is performed.

26.1.2 **Timesheets:** (a) Timesheets must be submitted at the completion of each individual shift when employees have access to Company facilities (e.g. copier/fax machine) and as soon as practicable thereafter when employees do not have access to Company facilities. All tasks specified on the timesheet including trips, hours worked, etc MUST be completed by all Employees. All timesheets not received by 0700 Monday (after completion of the fortnightly Roster Cycle) will not be included in that pay and once received will be paid &/or adjusted in the next pay period. If due to rostered working an employee is unable to access any facility to transmit their timesheet by 0700 Monday then the Company agrees to receive a phone call (02 9603 0965) in lieu pending transmission of the time sheet as soon as reasonably practicable.

(b) Stand Alone hours are to be entered separately in the appropriate column on the timesheet and this time will not be included in Ordinary Hours.

26.1.3 Fortnightly payment:

- **Full Time & Temporary Fixed Term Employees:** As a minimum, the Company shall make payment of an amount equal to the appropriate Annual Aggregate prescribed by Clause 26 of this agreement (for each particular employee) divided by twenty-six, on a fortnightly basis.
- **Part-Time Employees:** As a minimum, the company shall make pro-rata payment in accordance with Clause 10.2.2
- **Casual Employees:** The Company shall make payment in accordance with Clause 10.3.
- **Overtime & Allowances:** At the same time & where entitled, employees will also be paid (subject to fulfilment of Clause 26.1.2) overtime and allowances as specified elsewhere in this Agreement.

#### 26.2 *Electronic Funds Transfer*

26.2.1 Payment shall be made via electronic funds transfer to a bank account nominated by the individual employee concerned.

#### 26.3 *Components*

26.3.1 The Rates of Pay as detailed in Clause 26.5 is based on the following components & make up the Annual Aggregate.

**Hourly Rate** - A base rate for each Classification of employee based on a 76 hour fortnight of Ordinary Hours; which is inclusive of:-

- Annual leave Loading - The Annual Leave Loading of 20% on base rate for five weeks annual leave.
- Flexibility Premium - A 25% loading of the base rate to forego weekend penalties, shift and other applicable allowances.

- 3 Person Push Pull Allowance – A loading will apply to the base rate to forgo the push pull allowance.

#### 26.4 Adjustments

26.4.1 The company agrees that it will increase the rates of pay each year on the anniversary of the lodgement date in line with the Consumer Price Index (All Groups) that is posted in the previous September Quarter by the Australian Bureau of Statistics.

26.4.2 The parties will within the first six months of this agreement develop Key performance indicators such as OH & S accidents, reduction of sick leave, SPAD reduction and increased productivity. These will be used along with recognising industry rates of pay to assist the parties in reaching agreement on the appropriate increases in addition to adjustments being made each year using the formula in 26.4.1.

#### 26.5 Rates of pay

26.5.1 Using the components of Clause 26.3.1 the remuneration for each Classification from the date of lodgement is detailed below.

Classification	Current	Date of Lodgement
<b>Level 1 Employee</b>		
Hourly Rate	19.03	19.79
Weekly Aggregate	723.14	752.02
Annual Aggregate	37,603.28	39,105.04
Casual Level 1 Rate	22.82	23.73
<b>Level 2 Employee</b>		
Hourly Rate	22.90	23.81
Weekly Aggregate	870.20	904.78
Annual Aggregate	45,250.40	47,048.56
Casual Level 2 Rate	27.47	28.57
<b>Level 3 Employee</b>		
Hourly Rate	26.79	27.86
Weekly Aggregate	1,018.02	1058.68
Annual Aggregate	52,937.04	55,051.36
Casual Level 3 Rate	32.14	33.42
<b>Level 4 Employee</b>		
Hourly Rate	31.12	32.36
Weekly Aggregate	1,182.56	1229.68
Annual Aggregate	61,493.12	63,943.36
Casual Level 4 Rate	37.45	38.95
<b>Level 5 Employee</b>		
Hourly Rate	34.28	35.65
Weekly Aggregate	1,302.64	1354.70
Annual Aggregate	67,737.28	70,444.40
Casual Level 5 Rate	41.12	42.76

## ALLOWANCES

### 27.1 *Car Allowance*

27.1.1 Where an employee is required to travel for work purposes using their own personal vehicle, the Company will pay an allowance based on the number of kilometres travelled. Such kilometres will not include travel between home and home Depot.

27.1.2 In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for a medium vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.

### 27.2 *Excessive Shift Length Meal Allowance*

27.2.1 Where a shift that is not a Barracks shift is in excess of the shift limits set down in Clause 31 by 30 minutes or more, a meal allowance of \$22.60 shall be paid.

27.2.2 When this allowance is necessary to be paid, the Company will require an employee to provide a report on the reasons for the shift length breach occurring.

### 27.3 *Meal Expenses - at Barracks and on Temporary Transfer*

27.3.1 **Barracks:** Employees who are required to rest away in barracks in accordance with the provisions set down in Clause 42 shall be paid \$25 for every 8 hours or part thereof they are away from their Home Depot.

27.3.2 **Temporary transfer:** When employees are away from home in the case of temporary transfer, they shall be paid \$25 for every 8 hours or part thereof they are away from their home. For clarification, those employees on temporary transfer and in receipt of meal expenses for the duration shall not be entitled to further barracks meal expenses.

27.3.3 **CPI:** This allowance shall be adjusted in line with CPI Increases each year in the September Quarter.

27.4 Entitlement for employees' use of own motor vehicle and travel to multiple sign on points:

27.4.1 Where an employee agrees to use his/her own vehicle to travel to Yennora/Chullora sign on/sign off point, the employee shall be entitled to claim a half an hour each way of their aggregate rate on a stand alone basis.

27.4.2 For other travel, ie. Public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.

## 28. SALARY SACRIFICE

- 28.1 Salary sacrifice is available for employee contributions into a superannuation fund as listed in Clause 12.
- 28.2 The employee will bear the cost of any tax or surcharge resulting from contributions under this Clause. The Company will not pay additional superannuation contributions as a result of a decision of an employee to make an election under this Clause.
- 28.3 ***The Company will not be liable:***
- 29.3.1 If the law or the view of the Australian Tax Office in relation to salary sacrifice changes;
- 29.3.2 For financial advice obtained by employees in relation to salary sacrifice arrangements; and
- 29.3.3 For any costs or losses associated with salary sacrifice arrangements.

## 29. HOURS OF WORK

### 29.1 *Principles*

In recognition of the particular circumstances of the Company's operations, the overriding concerns in determining hours of work shall be the needs of the Company's clients and safety of operations, including the management of fatigue for operations employees.

### 29.2 *Hours of Work*

- 29.2.1 ***Efficient deployment of staff:*** While every opportunity will be taken to accommodate an individual employee's requirements, including family and social needs, this clause focuses on ensuring maximum efficient deployment of employees.
- 29.2.2 The Roster Cycle hours of work for employees covered by this agreement are deemed to be those hours for which employees are required to work. This requires employees to be available to work for 76 hrs for each Roster Cycle: subject to the following qualifications;
- (a) ***Commencement/Return to work:***  
In the case of an employee who commences employment during the fortnight or returns from Leave (as described in Part 5 - Leave), the number of ordinary hours to be worked during the balance of that fortnight shall be determined pro-rata on the basis of a 76-hour fortnight.
- (b) ***Travel time:***  
***Temporary transfer:*** The time taken to travel to and from a temporary transfer location is to be included as working time for the Roster Cycle it is incurred.

### 30. OVERTIME

- 30.1 Overtime shall be such time as identified in this agreement and will be paid at 1.7 times the Hourly Rate for the applicable classification.
- 30.2 **Excess hours over total Roster Cycle:** Where an employee is required to perform hours in excess of 76 hours in a Roster Cycle, all such time shall be deemed to be Overtime at the rate of 1.7.
- 30.3 **Reasonable overtime.** Employees will be expected to work reasonable overtime. For the purposes of clarification, reasonable overtime is defined as 8 hours per roster cycle.
- 30.4 **Daily excess hours Emergency Working:** Where an employee is required to be on duty in excess of 12 hours for a shift due to an emergency, all such excess time shall be deemed to be Stand Alone Overtime and paid at the rate of 1.7.
- 30.5 **Hours in excess of Shift Limits:** Stand Alone Overtime will be paid for:  
  
All time worked in excess of the Shift Limit(s) on a Monday to Sunday after having exceeded such Shift Limit by 2 hours.
- 30.6 **Work on a Book off day:**
- 30.6.1 **Time worked to Stand Alone:** Any time worked on a Book off day shall be paid as Stand Alone Overtime at the rate of 1.7.
- 30.6.2 **Actual hours only paid:** Where an employee agrees to work into a "Book Off Day" or agrees to be called out early on a "Book Off Day", they will be paid at the Stand Alone Overtime rate for the Actual hours worked on the "Book Off Day". The remaining hours worked will be paid as ordinary time and be counted as part of the Roster Cycle.
- 30.6.3 **Additional shifts on Book Off Days:** where an employee agrees to work an extra shift on their rostered "Book Off Days", the full shift will be paid as "Stand Alone Overtime".

### 31. SHIFT LIMITS

31.1 The following table describes the agreed maximum rostered shift limits for combinations of Company crews.

Type of Working	Crew Combination	Max Rostered Shift Length (sign on to sign off)
<i>Mainline</i>	• 2 Route Qualified Mainline Drivers	12 hrs
	• 1 Driver Trainer + A non- route Qualified Driver	12 hrs
	• 1 Route Qualified Mainline Driver + 1 Non Route Qualified Driver or Driver in Training or 1 Route Qualified Driver Trainer + 2 <sup>nd</sup> Person	11 hrs
	• 1 Route Qualified Mainline Driver + 2 <sup>nd</sup> Person	10 hrs
<i>4 Person Push Pull</i>	• 4 Route Qualified Mainline Drivers	12 hrs
	• 2 Route Qualified Mainline Drivers +2 Non Route Qualified Mainline Drivers or Driver in Training	11 hrs
	• 2 Route Qualified Mainline Drivers + 2 2 <sup>nd</sup> Persons	10 hrs
<i>3 Person Push Pull</i>	• 3 Route Qualified Mainline Drivers	10 hrs
	• 2 Route Qualified Mainline Drivers +1 Non Route Qualified Mainline Driver or Driver in Training (under direct supervision)	9 hrs
	• 2 Route Qualified Mainline Drivers + 1 2 <sup>nd</sup> Person	8 hrs
<i>Shunting and/or Provisioning Shifts</i>	All combinations	9 hrs

31.2 **Trainees/Freelance crew members:** Trainees / Freelance Crew members shall only travel as a third person on a train and shall observe the shift limits of the other crew members.

31.3 **Inclusions in shift limit:** Signing on and off for shifts at Home Depot, barracks or temporary Home Depot are included in the shift limit.

31.4 **Minimum Shift Provisions for Operations:** Minimum length of a shift for payment purposes is to be six (6 hrs) for train operation shifts.

31.5 **Maximum no. of 12 hr shifts:** A maximum number of six (6) x Twelve (12) hour shifts are to be worked in any 14-day period, subject to the following limitations:

- Employees will work no more than 4 X 12 hour shifts in any one week unless mutually agreed and in line with fatigue management.
- Employees will have a minimum rest period of 72 hours immediately upon signing off at their home depot following the working of their 4<sup>th</sup> 12-hour shift in any one week.
- A minimum of six book off days shall be rostered in any fourteen (14) day period that also includes the working of six (6) X Twelve (12) hour shifts.
- Such shifts shall be worked in accordance with agreed fatigue management principles established during the life of this agreement.

## 32. MAXIMUM HOURS ON DUTY DURING EMERGENCIES

- 32.1 In case of an emergency, employees must be relieved and signed off from duty after a maximum period of 16 hours.
- 32.2 An emergency means, an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which:
- Endangers, or threatens to endanger, the safety of persons or
  - Destroys or damages, or threatens to destroy or damage property.
- 32.3 In all cases extended hours in these circumstances are subject to the crew's indication of fitness to continue.

## 33. BOOK OFF DAYS (BO)

- 33.1 **Number of Book Offs:** An employee shall be entitled to a minimum of four (4) book off days per Roster Cycle of which two (2) are to be consecutive; reference should also be made to Clause 33.6
- 33.2 **Commencement and duration:** Book Off's shall commence at 0000 hours and be a minimum of thirty hours duration, in the case of single days and 30 hours from midnight and then 24 hours on consecutive days for multiple book off days, this may be altered during the forecast roster development process by agreement of the parties.
- 33.3 **Special Book off days:** Where mutually agreed, Book Off days may commence at 2300 hours and work is to recommence at 0500 hours to facilitate train working. These Special Book Off days must be highlighted on the roster prior to the book off day commencing (with the posting of the roster) and should be confirmed to the crew in the job advice period.
- 33.4 **To be posted:** Book Off Days shall be posted by the Company on a master roster available for viewing by any employee;
- 33.5 **Other days off used where agreed:** The Company and the Employee may mutually agree to swapping Book off days on days other than those posted on the roster.
- 33.6 **Rostered weekends off** – The concept of regular rostered weekends off is to apply at all train crew depots and is to be progressively introduced during the first six months of operation of this Agreement (as timed from the date at which the Agreement is lodged with the Workplace Authority).
- 33.6.1 The principles for the rostered weekends off are:
- a) The weekend is defined as being either the period from 2400 Friday to 0600 Monday, or the period from 2300 hours Friday to 0500 Monday
  - b) For the first three (3) months post lodgement, master rosters shall be designed incorporating one (1) in every six (6) weekends off (as defined in Clause 33.6.1 a). This means train crews will not expect to work more than five (5) weekends in a row.

- c) After three (3) months post lodgement, and for the following three (3) month period, master rosters shall be designed incorporating one (1) in every five (5) weekends off (as defined in Clause 33.6.1 a). This means train crews will not expect to work more than four (4) weekends in a row.
- d) After six (6) months of operation of this Agreement post lodgement, master rosters shall be designed incorporating one (1) in every four (4) weekends off over any twelve (12) month period. This will equate to thirteen (13) weekends off annually, but due to design and operational restraints train crew may still be rostered up to a maximum of up to four (4) weekends in a row to meet this requirement.

33.6.2 If a master roster does not conform to the above frequencies for rostered weekends off, then the frequency will be compensated for by designating an additional weekend worked in excess of the specified frequency as a penalty weekend on that line of the roster for which:

- hours worked will be counted as part of the Roster Cycle; and
- a penalty calculated as 0.7 times the Hourly Rate is added to the Ordinary Hours pay for those hours worked.

33.6.3 If an employee breaks the ratio by doing call outs or by a mutual swap of shifts, the penalties do not apply.

33.6.4 The requirements of this clause can be relaxed or modified at individual depots by mutual agreement of the Company and local staff.

#### 34. MANDATORY REST DAYS.

- 34.1 **Consecutive shifts:** Mandatory Rest Days will be provided after having worked 11 consecutive shifts in any 14 day period.
- 34.2 **Same as Book Off Day:** Mandatory Rest Days shall conform to the same conditions as a single Book Off Day as provided for in the agreement.
- 34.3 **No circumvention of entitlement:** For the purpose of managing fatigue it is agreed that employees and/or the Company cannot circumvent the provisions of Clause 34.1

#### 35. MEAL BREAKS

- 35.1 **Meal break conditions:** Employees shall be entitled to a paid meal break of thirty minutes during each shift, to be taken between the third and fifth hours of the shift as arranged between the Driver and Train Control Officer.
- 35.2 **Meal taken enroute:** On line haul / main line work, where both drivers are fully route qualified, meals will be consumed en route by rotation of drivers.
- 35.3 **Paid break built into roster:** All trip, local and shunt shifts and yard staff shall have a paid break of not less than 30 minutes built into the roster / shift. This break to be taken at a time suitable to the business, while at the same time ensuring that employees are able to take the meal at a reasonable time.

### 36. SHIFT EXCHANGE

Employees may mutually exchange shifts subject to operational requirements, fatigue management principles, prior consent by the roster clerk; and the arrangement being cost neutral to the Company.

### 37. INTERVALS BETWEEN SHIFTS

37.1 The minimum intervals between shifts for employees shall be:

- From sign off at Home Depot to sign on at Home Depot = twelve hours.
- From sign off at other than Home Depot to sign on at other than Home Depot = eight hours.
- In the circumstances where a previously advised shift duration is exceeded by more than one hour, the 12 hour minimum rest break at Home Depot and the eight hour rest break while working away from Home Depot will be increased proportionally on an hour by hour basis or part thereof.

### 38. BARRACKS WORKING

38.1 Rosters for Train Crew with shifts involving rest away from the initial sign on location will incorporate a rostered return that optimises crew utilisation and considers crew dwell time at barracks.

38.2 Train Crew are to only be rested away/booked off away from their nominated Home Depot once (1) before returning back to their nominated Home Depot.

38.3 ***Payment for resting in excess of 12 hours:***

When resting away from the initial sign on location, employees will receive payment for all hours in excess of twelve (12) hours and be paid Stand Alone time and this will not be credited against the Roster Cycle hours.

## PART 5 – LEAVE

### **39. ANNUAL LEAVE RATE OF PAYMENT**

All paid leave provided for in Part 5 this Agreement shall be inclusive of the components of the Annual Aggregate for the employee classification at the time the leave is taken.

### **40. ANNUAL LEAVE CONDITIONS**

- 40.1 Annual leave shall accrue to employees on the basis of five weeks per year. To avoid doubt, this means an employee (other than a casual employee) shall be entitled to be absent from work on paid leave for a period of five calendar weeks, whether taken consecutively or not. Employees engaged on a fixed term or temporary basis (but not a casual basis) shall be entitled to accrue annual leave on the same basis provided they are engaged for at least one month in any one year.
- 40.2 The taking of annual leave shall be subject to the following:-
- 40.2.1 All such leave, whether ordinary or accumulated, shall be taken at a mutually convenient time. In the absence of agreement on the taking of leave, it shall be taken at a time determined by the company. In such a case, at least one month's notice must be given.
- 40.2.2 Annual leave shall accrue from month to month after the first year of service and leave so accrued or any portion thereof may be granted to an employee by the company at such time as the latter deems convenient.
- 40.2.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.
- 40.3 For each week of annual leave, an employee shall be paid the weekly aggregate rate that applies to that employee at the time of taking leave as specified in Clause 26.5 of this Agreement.
- 40.4 On termination of employment, any unused leave shall be paid to the employee applying on a pro-rata basis.

### **41. ANNUAL LEAVE LOADING**

A leave loading of 20% has been built into the Annual Aggregate and therefore no further loading is to apply to any annual leave taken.

## 42. LONG SERVICE LEAVE

- 42.1 **Entitlement:** The terms of the relevant State Long Service Leave Act shall apply, to those employees based in that state.
- 42.2 **Pro rata entitlement in certain situations:** In addition, provided that the following entitlement is higher than that stated in the relevant legislation, an employee with at least five years continuous service will be entitled to pro rata long service leave. This will only occur where the Company terminates the employee's services for reasons of:
- redundancy; or,
  - ill health where the employee is certified permanently unfit to perform the duties of their appointed position.

## 43. PUBLIC HOLIDAYS

- 43.1 All gazetted Public Holidays will be recognised Nationally and on a State by State basis, the Employees will be entitled to holidays on the following days:
- (a) New Year's Day (1 January), Australia Day (26 January), Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day (25 April), Queen's Birthday, Christmas Day (25 December) and Boxing Day (26 December);
  - (b) One other day prescribed by the relevant State or Territory, eg. Melbourne Cup Day in Victoria, Adelaide Cup Day in South Australia; and a day in lieu of the Bank Holiday in NSW
- 43.2 Employees not rostered to work will attract an additional Book off day for each Public Holiday as part of the roster cycle.
- 43.3 An Employee required to work on gazetted Public Holidays will be paid time and a half for all hours worked, in addition to the 7.6 hour payment for the Public Holiday.
- 43.4 There is no substitution of Public Holidays for drivers. The Public Holiday will be the actual day on which it falls. For example if Christmas Day falls on a Sunday, then Sunday will be the Public Holiday. This is irrespective of any substitution made as a consequence of Government gazettal notices.
- 43.5 **Part-time employees:** Part time employees shall be entitled to Public Holidays provided the holidays occur on a day which the employee normally works.
- 43.6 **Casual employees:** A casual employee required to work on a Public Holiday will be paid at the employee's casual rate of pay plus 1.5 times the Hourly Rate for the hours worked on the day.
- 43.7 **Public Holidays during annual leave:** where a Public Holiday falls within a period of an employee's annual leave, the employee shall be re-credited the annual leave day or have an additional day of leave added to that period off work

#### 44. PERSONAL LEAVE

##### 44.1 **Purpose and re-crediting procedures:**

44.1.1 **Purpose of Personal Leave:** Personal leave is for the purpose of providing income for full and part time employees unable to attend work through **any injury or illness** of themselves or a member(s) of their immediate family/household.

##### 44.1.2 Personal Leave and Annual and Long Service Leave:

- (a) All Personal Leave claims must be supported by a medical certificate or statutory declaration recognised by the Company.
- (b) **Personal Leave not paid:** Personal leave will not be paid when an employee is on designated holiday, or long service leave.
- (c) **Annual and Long Service Leave re-credited in certain circumstances:** Notwithstanding (a) above, where an employee is sick during a designated holiday, or long service leave and that period is supported by a medical certificate or statutory declaration recognised by the Company, the period of designated holiday, or long service leave, will be re-credited for the period (covered by the medical certificate/statutory declaration) and therefore not taken as Personal Leave or Long Service Leave.

44.2 **Bereavement:** Personal leave also includes provision for employees to access bereavement leave (up to 3 days for each occasion) for a member of an employee's immediate family/household. An employee may elect to take this leave without documentary evidence or exclusive of the limitation on the proviso that satisfactory documentation is provided.

44.3 **Other reasons:** Based on operational requirements and subject to approval, employees may also access personal leave for the following reasons:

44.3.1 **Blood donors:** Registered Blood Donors to donate blood without loss of pay on no more than four occasions per year, if required.

44.3.2 **Other donors:** Registered Australian Bone Marrow and Kidney Donors are entitled, at the convenience of the Company, to five (5) days paid leave to donate bone marrow or a kidney. Such employees must provide a valid medical certificate.

##### 44.3.3 **NAIDOC:** National Aboriginal and Islander Day of Celebration:

- a) Employees identifying as Aboriginal or a Torres Strait Islander may be granted up to one (1) day of personal leave per year to enable the employee to participate in the National Aboriginal and Islander Day of Celebration (NAIDOC).
- b) Leave is not granted when the National Aboriginal and Islander Day of Celebration (NAIDOC) falls on a day when the employee:
  - i) would not ordinarily be on duty
  - ii) is clearing / using other leave
- c) It is not a requirement for employees requesting the leave to produce any documentation regarding the celebrations.

- 44.3.4 **Emergency Services Leave:** (for details of conditions see Clause 46)
- 44.3.5 **Military Leave :** for (details of conditions see Clause 47)
- 44.4 **Immediate family:** The term immediate family includes:
- 44.4.1 Spouse / partner (including a former spouse / partner, a de facto spouse partner and a former de facto spouse / partner) of the employee. A de facto spouse means a person who lives or has lived with the employee on a bona fide domestic basis; and,
- 44.4.2 A child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse/partner of the employee.
- 44.5 **Entitlement:**
- 44.5.1 **Annual entitlement:** Full time employees are entitled to 15 days personal leave per year (pro rata for part-time employees).
- 44.5.2 **Indefinite accrual:** Unused personal leave will accrue indefinitely.
- 44.5.3 **Other leave use:** Employees may elect to use annual leave as additional personal leave.
- 44.6 **Unpaid leave:** An employee may elect to take unpaid leave for the purpose of providing care to a family member who is ill.
- 44.7 **Additional unpaid leave to be approved:**
- 44.7.1 Additional unpaid personal leave may be granted upon the production of a medical certificate or statutory declaration.
- 44.7.2 Leave without pay is only available once all personal leave has been exhausted.
- 44.8 **Conditions for use of Personal Leave:** The use of personal leave is subject to the following conditions:
- 44.8.1 An employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to worker's compensation;
- 44.8.2 An employee shall not be entitled to paid personal leave in respect of hours other than Roster Cycle hours of employment.
- 44.8.3 The employee shall take all reasonable steps prior to the commencement of such absence, to inform the Company as soon as possible of the employee's inability to attend for duty and the estimated duration of the absence.
- 44.8.4 An employee must advise the employer of their intention to resume duty as soon as they become aware of their ability to do so.

44.9 **Leave taken - other Medical/Health practitioners:**

44.9.1 Where an employee is absent from duty on account of a disability which required or requires attendance upon a registered dentist, physiotherapist, chiropractor, osteopath or optometrist, he / she will be granted, out of his/her personal leave entitlement, leave of absence for a period not exceeding 1 week in aggregate.

44.9.2 This is in respect of any one or a combination of such practitioners, in any 12 month period, provided he/she furnishes a satisfactory certificate from such a registered person as appropriate on each occasion absent.

45. **TRAUMA LEAVE - ASSOCIATED WITH SERIOUS ACCIDENTS OR INCIDENTS**

45.1 **Type of accident /incident:** This clause refers to circumstances where an employee/s covered by this Agreement is in charge of a train that is involved in a serious accident or incident that results in an injury or fatality to another party or parties or is involved in a near miss.

45.2 **Where a near miss occurs – employee relieved if requested:** In the event of a near miss the Company shall make every effort to relieve the employee/s at the employee/s request

45.3 **Where a fatality occurs - employee replaced:** In the event of a fatality the Company shall ensure that the employee/s is replaced as soon as practicable by a suitably qualified employee.

45.3.1 The employee/s is provided with transport to their home or their home base, as elected by the employee/s; and

45.3.2 **Paid leave:** The employee/s is provided with up to two days paid leave to receive psychological counselling from a qualified practitioner.

46. **EMERGENCY SERVICES LEAVE**

46.1 Employees who are members of an emergency service (e.g. Country Fire Service, State Emergency Services) must advise their Manager of the relevant details of their membership responsibilities. Such employees may be released from duty, if called upon at times of declared emergencies. The employee should advise their Manager immediately when notified that they are required for duty in an emergency.

46.2 On resumption of duty, an employee should provide proof of attendance certified by an authorised representative of the emergency service to which the employee was attached. Wherever possible, times of attendance should be shown.

46.3 The employee will be granted paid leave from their accumulated leave pool (Personal / Annual / Long service leave) or leave without pay if they so desire for such absences.

**47. MILITARY LEAVE**

- 47.1 Subject to legislative requirements, military leave may be granted to employees who are volunteer part-time members of the Australian Defence Forces.
- 47.2 Members may apply to use leave from their accumulated leave pool (Personal / Annual / Long service leave) where they are not being paid for service, or may apply for leave without pay for the absences.

**48. JURY DUTY**

- 48.1 An employee required for jury service during his or her ordinary working hours shall be permitted to attend jury service without loss of pay. Payments for court attendance shall be paid directly to the company.
- 48.2 An employee shall notify the company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the company proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.

**49. PARENTAL LEAVE**

- 49.1 Under this Agreement, parental leave provisions shall apply in accordance with the Australian Fair Pay and Conditions Standard (the "Standard").
- 49.2 Parental leave can be taken as maternity, paternity and adoption leave

## PART 6 – EMPLOYMENT RELATIONS

### 50. INTRODUCTION OF CHANGE

#### 50.1 *Company's duty to notify*

***Definite decision for change made by employer:*** Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology or changes to the workforce that are likely to have 'significant effects' on employees, the Company shall notify the employees who may be affected by the proposed changes and, if requested, their nominated representatives.

'Significant Effects' include;

- termination of employment,
- major changes in the composition operation or size of the Company's workforce or in the skills required;
- the elimination or reduction of job opportunities,
- promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer of employees to other work or locations
- restructuring of jobs.

Provided that where this agreement makes provision for alteration of any of the matters referred to above, an alteration shall be deemed not to have significant effect.

#### 50.2 *Company's duty to discuss change*

50.2.1 Where changes are proposed to be introduced, the Company shall discuss with the affected employees and, if requested, their nominated representatives, the effects;

- the changes are likely to have on employees,
- measures to avert or mitigate the adverse effects of such changes on employees; and,
- shall give prompt consideration to matters raised by the employees and their nominated representatives in relation to the changes.

50.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes.

50.2.3 For the purposes of such discussion, the Company shall provide in writing to the employees and their nominated representatives, all relevant information about the changes including:

- the nature of the changes proposed;
- the expected effects of the changes on employees; and,
- any other matters likely to affect employees,

Provided that the Company shall not be required to disclose confidential information, of which the disclosure would be contrary to the Company's interests.

## 51. CONSULTATIVE COMMITTEE

### 51.1 *Principle*

The Company, its employees and their nominated representatives understand the value of regular and constructive communication to improve the overall operation of the Company and work environment of the employees.

### 51.2 *Consultation Committee*

The committee shall be a forum for the discussion of any matters that the Company and employees and their nominated representatives agree to discuss. The Company and the employees agree that training for members of the committee and open sharing of information are vital for the effectiveness of the committee.

Employees will be encouraged to participate at a local level through consultation with their employee representatives.

The Consultative Committee will be made up of senior managers of Independent Rail Australia and the democratically elected employee representatives and will **meet at a minimum of at least every three months.**

Matters to be discussed will include, but are not limited to:-

- implementation of this Collective Agreement
- objectives, plans and procedures of the Company
- occupational health and safety and matters concerning the work environment
- equal employment opportunity
- work organisation e.g. rostering
- skill formation and training matters
- staffing policies and practices, including human resources planning, and staff development
- introduction of new technology
- accommodation and amenities
- any matters referenced through local consultation
- market conditions
- outsourcing policies

## 52. DISPUTE SETTLING PROCEDURE

### 52.1 *Dispute settling steps:*

52.1.1 In the event that an employee(s) has a problem which is likely to cause conflict, it shall be raised in the first instance by the employee(s) with the appropriate supervisor.

52.1.2 If the matter is not resolved, the matter may be raised by the employee(s) and/or the employee(s) representative with the Company's human resources manager (or their nominee).

52.1.3 If the matter remains unresolved the question shall be discussed between the Company's representative and the representative of the employee(s). Each representative shall take all reasonable steps to resolve the dispute.

52.1.4 If the dispute remains unresolved after the procedures specified in Clauses 52.1 to 52.3 has been concluded, the matter shall be referred to the Australian Industrial Relations Commission for resolution. The Commission shall have all the procedural powers it considers necessary or appropriate for the resolution of the dispute where the parties agree to vest the Commission with such powers on a case by case basis

### 52.2 **Normal operations to continue**

While the above procedures are being followed, all work shall continue as normal prior to the dispute occurring.

52.3 ***Normal work not to continue:*** Normal operations will not continue where a genuine and serious safety concern makes it unsafe to continue normal operations and is the issue in dispute.

52.4 ***Settlement of dispute not affected if normal work continues:*** The ultimate terms of the settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.

### 52.5 **48 hour cooling off period**

The commitment by the parties to this process represents a joint recognition that the dispute avoidance and settlement procedure is a key feature of this Agreement. After each of the steps in Clause 52.1 is completed there is a 48 hour cooling off period between each step.

### 52.6 ***Workplace Representatives***

52.6.1 ***Recognition:*** The Company will formally recognise an employee(s) representative(s), duly elected or appointed by the employee(s) in the workplace, as their legitimate representative.

52.6.2 ***Access:*** Where employees at the workplace have chosen to have a workplace representative(s) to represent them in an employment related matter, the employer shall provide the representative reasonable time to discuss the matter with the employee and management. To facilitate the representative role, the employer shall make available existing facilities such as:

- Facsimile machine
- Landline telephone
- Photocopying facilities

52.6.3 **No loss of pay:** Whilst maintaining the Company's operational requirements, employee representatives will be afforded reasonable opportunities without loss of earnings to conduct appropriate activities relating to train crew employed by the Company.

52.6.4 **Discrimination (apparent or otherwise):** Employee representatives shall be protected against any act that is prejudicial toward them. Such acts could include but are not limited to the changing of work location, shift conditions or separation from the employees who elected them: except where such a change is consistent with the trading necessities of the Company. Discriminatory acts would in particular include their dismissal based on their status or their activities as a representative.

## 52.7 Employee Personnel Records

52.7.1 **Free Access:** An employee's personnel records shall be made freely available to them. If an employee believes any part of their record is incorrect or improper they can seek to have the record amended by direct request to the Company. The dispute settling procedure as contained in this Agreement may be used if appropriate.

52.7.2 **Confidentiality:** Employee Personnel records shall be kept confidential and in a secure place. Only those elements of those records relevant to the management of the Company shall be provided, on a need to know basis to its managers. Employees may authorise in writing the release of their records to others.

**PART 7 - SIGNATORIES**

Signed for and on behalf of Independent Rail Australia Pty Ltd and the Australian Rail, Tram and Bus Industry Union.



\_\_\_\_\_  
**Craig McKay**  
General Manager  
Independent Rail Australia Pty Ltd



\_\_\_\_\_  
**Witness Name**

*The above person is authorised to sign this agreement on behalf of the employer for the following reason/s:*

\_\_\_\_\_



\_\_\_\_\_  
**Greg Harvey**  
National Secretary  
Australian Rail, Tram and Bus Industry Union



\_\_\_\_\_  
**Witness Name**

*The above person is authorised to sign this agreement on behalf of the Australian Rail, Tram & Bus Industry Union for the following reason/s:*

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX 1.

### ROSTERING CODE OF PRACTICE

#### 1) ROSTERING PRINCIPLES

As per the Provision contained in Clause 51, the consultative committee shall assist management &/or the appointed roster clerk in the establishment of a roster system that takes into account the principles described throughout this Agreement and in accordance with the following conditions:

- a) Rosters shall conform to Blank Line Rostering conditions with posted book off days.
- b) The Rostering Manager and Employees shall develop and modify rosters consistent with operational requirements subject to these conditions.
- c) The master roster shall be exhibited indicating book off days for the complete Roster Cycle. In this context the complete cycle means the number of lines in the roster
- d) The working roster shall be posted on the Friday prior to the start of the next fortnight and will exhibit all known working and book off days as reflected on the master roster.
- e) Book off days on rouseabout lines in the working roster may be placed by agreement where required no later than the Wednesday prior to the posting of the roster.
- f) Changes to the master roster shall be arranged through joint consultation. Twenty – eight days notice is required prior to implementations of changes to the master roster.
- g) Employees can agree to the shifting of rostered days off with less notice. A form letter agreeing to such a change should be signed on each occasion.
- h) Employees required to sign on after midnight and prior to 0600 hours the following day must be contacted in the AM advice period. Employees required to sign on after 0600 on the following day must be contacted in the PM advice period. If the employee is unavailable to receive their advice, it is then their responsibility to contact the company to ascertain their next turn of duty.
  - i) AM Period – between the hours of 0900 – 1100
  - ii) PM Period – between the hours of 1500 – 1700
- i) The commencement time of a shift of Ordinary Hours shall be notified to the Employee/s involved prior to, during, or at the end of the last shift worked.
- j) In the event that the next shift of Ordinary Hours is not known by the end of the last shift worked then employee/s will be advised of their next work shift during the advice period.
- k) By mutual agreement, where it is operationally necessary to extend a previously advised shift – notice may be given to the employee/s at any period up to the time when the shift is rostered to end provided that an extension of up to 12 hours shall only apply where a Train Crew consists of two Drivers qualified to drive.
- l) Where it is necessary to cancel a previously rostered shift – a minimum of 12 hours notice from the rostered sign on time will be given.
- m) Where advice of rostered shift cancellation can not be given within the minimum time as listed above alternate work must be provided up to the rostered shift of Ordinary Hours, within lift up / lay back limits. Where this cannot be achieved Clause 29.2.2 shall apply.

- n) **Available Days** are days where employees are expected to be available to work if they are rostered.
- i) If the employee is notified he/she is working an ordinary hours shift and is notified within the advice period, this is counted as part of Roster Cycle Hours.
  - ii) If an employee is required to work on a "Available" day and is advised outside of the advice period, they will be paid as a "Stand Alone" overtime shift.

## 2) SHIFT CHANGES

- a) An employee may be advised of a shift change to a rostered shift by receiving a call in the appropriate advice period the day/s prior to the commencement of the shift. Such changes will be limited to 3 hours either side except by agreement of the original sign on time for the shift.
- b) **Notice period:**
  - The "am" advice period will be used for shifts commencing between 0000 -0600; and,
  - The "pm" advice period will be used for shifts rostered after 0600.

## 3) LIFT UP / LAY BACK

- a) **Lay Back:** Lay Back is the process of having employees, if they can be contacted, start their shift later than originally rostered. The Company may lay back Train Crew to a maximum of four (4) hours from the time the shift was last advised to commence.
- b) **Lift up:** Lift Up is the process of having employees, if they can be contacted, start their shift earlier than originally rostered. The Company may lift up Train Crew to a maximum of two (2) hours from the most recent time advised to commence.
- c) **Maximum of 2 changes:** There is to be only a maximum of 2 changes to a shift (within lift up / lay back provisions for the sign on advice for the day), unless mutually agreed to by the individual Train Crew affected to more than two changes.
- d) **Lift up/lay back period may be extended:** Should an employee agree to a lift up/lay back outside the conditions agreed above (ie 2/4 hrs), the employee is to be paid the extra hours at the Hourly Rate and these extra hours will stand alone from the Roster Cycle.
- e) Outside the above hours at home or at a barracks location crews will be advised within the agreed personal call period specified by each employee for the purpose of lift up and lay back only.
- f) Once **called at barracks** the Train Crew will be signed on at the times advised during that call.
- g) **Book off days:** it is agreed that book off days will not be infringed by either lift up or lay back provisions unless by *mutual* agreement.

## 4) SHIFT CANCELLATIONS

- a) Where shifts are cancelled with less than 12 hours notice and alternate work cannot be provided, crews will receive (six) 6 hours payment credited to their Roster Cycle hours for the period.

**5) FATIGUE MANAGEMENT:**

The freight services business is conducted in a 24 hour a day and seven day a week operation. Accordingly, employees are required to perform their work on shifts, which have irregular starting times and varying lengths. The parties acknowledge that as a result of these operational requirements the employees engaged in train operations are more likely to be exposed to the effects of work related fatigue compared to day shift workers. Accordingly the parties agree to the establishment and implementation of the undermentioned Fatigue Management principles.

- a) Addressing the opportunity for quantity and quality of sleep particularly addressing the "Time of Day" effect.
- b) Ensuring the number of consecutive shifts (in particular night shifts), shift lengths and rest periods between shifts are considered in roster compilation, again addressing time of day considerations.
- c) Understand that employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.
- d) An integral part of the effective management of fatigue will be the raising of awareness and the training of both managers/supervisors/rostering personnel and employees in fatigue management. Awareness raising and training will address, but not be limited to:-
  - i) Methods of minimising the risks associated with shift work.
  - ii) The responsibilities of both the employer and employee in managing the requirements of the operations.
  - iii) An understanding of the physiological and psychological effects shift work has on employees.
  - iv) The training and implementation of the fatigue management index, risk assessment tools and processes.
  - v) Shift worker well being and fitness for work considerations including management of non work periods.
- e) The parties acknowledge that fatigue management is an evolving process and further management methods and processes will continue be developed in the future.

**6) LIST OF SIGN ON POINTS**

In respect of Sydney	In respect of Newcastle	In respect of Blayney	In respect of
<ul style="list-style-type: none"> <li>• Botany</li> <li>• Minto</li> <li>• Cooks River</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

6.1 Any new locations shall be subject to consultation with the affected depot.

6.2 **Basic Amenities:** each sign-on/sign-off point must contain the following:

- Secure car parking;
- Amenities including a meal room (to include at least a refrigerator, toaster, cooker or microwave, kettle, and drinkable water), secure lockers, showers, toilets, air conditioning and heating;
- Communications such as telephones or radios or emails;
- Operational documentation;
- Provision for the transport of any safety or maintenance equipment; and
- Notice Board.

## APPENDIX 2.

### PUSH-PULL OPERATIONS - TERMS & CONDITIONS

#### **1 Person Push-Pull Operations**

- (a) These terms and conditions are regarded as the conditions peculiar to three person Push-Pull Operations.
- (b) Three person Push-Pull Operations shall be crewed by at least two route qualified drivers. A qualified driver must be on the front and rear locomotive at all times. The third person shall be suitably qualified in systems of relevant state safe working for the route and will travel on the lead locomotive in the direction of movement.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.

#### **2 No agreement:**

In the event of disagreement the Dispute Settling Procedure will apply

## APPENDIX 3

### MINIMUM ACCOMMODATION STANDARDS FOR COMPANY EMPLOYEES

#### **General Standards**

- Hotels/Motels must be a minimum 3 1/2 star rating accredited by NRMA or equivalent.
- The accommodation must be in a quiet location.
- Rooms must be acoustically sound to prevent external noise or noise from adjacent rooms impacting upon the occupant's ability to sleep at any time of day or night.
- The accommodation must be within easy walking distance to the sign on point or transport must be provided.
- The allocated rooms must be available at all times for the duration of the contract.
- Rooms cleaned and serviced after each use.
- Reverse cycle air conditioning with individual adjustment for each room.
- Hot and cold running water.
- Power points (including shaver) to be provided, including in bathroom.
- Draft excluder for any external doors.
- Window shutters with blinds or drapes (black out type) to exclude daylight. (Not required if design of building removes the ability of external light to reach sleeping area by other means).
- Key security.

#### **Cleaning & Privacy**

- The Management of the establishment must ensure cleaning staff and maintenance operations are precluded from entering any area where Train Crews may be sleeping during normal daytime hours.
- This can include (but is not limited to) appropriate signage, physical barriers, and/or nominated "quiet" areas.

#### **Meals and Cooking Facilities**

- All members are entitled to partake of hot, cooked meals at any time during their absence from their homes.
- Barracks and Hotels / Motels must have 24 hour cooking facilities.

#### **Alternative Meal Arrangements:**

- Kitchenette type facilities (stove/cooker, griller and utensils) are to be available in each room. Rooms must also have a microwave oven, toaster, tea/coffee facilities, crockery and cutlery.
- Where Kitchenette type facilities are not available (and alternative accommodation with these facilities is not available), the employer is responsible for organising for the provision of cooked meals at times as required by members during their stays (if required outside the normal business hours).
- Such meals are to be made available to employees at a price consistent with the meal allowance being paid to the employee as part of the prevailing industrial agreement.
- If meals cannot be provided, the employer is responsible for providing/arranging suitable transport to enable members to readily access cooked meals at other suitable locations.
- As an alternative, if the employer can arrange access to full cooking facilities at either a central location at the accommodation, or arrange access to the kitchen at the accommodation, this may be acceptable following consultation with workplace representatives.

#### **Sleeping Quarters Beds:**

- Double bed ensemble (long type).
- The bed must be no less than King Single size ensemble.
- Electric Blanket.
- Spare pillow & blanket.

***Clothes hanging areas:***

- Wardrobe for hanging clothes.

***Radio Alarm Clock:***

- Must be in all individual rooms if no other method of being called for duty is available.
- Crew calling facilities. A suitable method for calling crews at rest (wake up calls) must be provided by the employer at any location where crews are required to undertake rest in accordance with relevant Workplace Agreement/s

***General Amenities***

- Refrigerator.
- Colour TV :
- Fitted carpet to be provided in areas (including hallways) except wet areas.
- Table and chairs in individual rooms.

***Direct Dial Telephone***

- for outgoing calls.
- Phone calls made to legitimate nominated locations/numbers such as depots/Trains/Train Control Centres, related to the employee's duties, are the responsibility of the employer.
- Provision must be made for any such calls to be billed to the employer unless other alternative arrangements are in place

***Clothes Drying Facilities***

- Iron & Ironing Board in all individual rooms. Must be available 24 hours a day.

***Bathroom and Toilet Facilities***

- Ensuite bathroom/toilet facilities (separate soap for the washbasin and shower).
- Please note: Separate ensuite bathroom/toilet facilities must be available for each occupied bedroom.
- Lighted mirror in individual room and bathroom.
- Sanitary disposal unit (as required).
- Clean towels (bath, hand and floor mat) and fresh linen are to be supplied for each use.

***Fire Safety Systems/Equipment/Alarms***

- All accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems, Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures. Where necessary it will be the responsibility of the Employer to provide verification of this compliance to the workplace representative/s.

## APPENDIX 4

### CAB STANDARDS ON LOCOMOTIVE HAULED TRAINS

The following is a summary of NSW Locomotive Division minimum standards to apply to Locomotive Cabs operating in the NSW Rail Network. These standards shall be applied prior to any Locomotive entering revenue service particularly after being refurbished and/or prior to leaving a maintenance facility.

#### 1) Cab Equipment/Controls

- The company will take all reasonable steps to ensure that all fitted items will work as specified.
- All switches and equipment labelled as per standards

#### 2) Windscreens/Side Windows

- The windscreens shall comply with the latest BRB Specification 566-1989 for High Impact Windscreen Type 1, and shall comply with certification regulation of US FRA code 49 part 223 type (i), safety glazing material with respect to large objects impact test and ballistic test.
- They shall also be fitted with an in built demister.
- Windscreen wipers and washers must work.
- Windscreen to be fitted with pull down blinds/sun visor
- All side windows shall comply with the strength requirements detailed in FRA type test II, A and B.
- All side windows shall be tinted with a minimum light/heat transmission of 35% and or fitted with pull blinds.

#### 3) Locomotive cab noise levels

- All new and rebuilt locomotives are not to exceed 81dba on non vestibule type locomotives.
- Vestibule type locomotives are not to exceed 75dba.
- Noise level readings are to be taken at the driver's ear position with all equipment operating in the cab, windows closed and the main horn operating.

#### 4) Coupler lights/Step Lights

- To be fitted on "A" and "B" ends with a switch mounted on either corner of the locomotive.

#### 5) Radio equipment

- Must work and positioned as agreed by the relevant State Locomotive Division of the RTBU.

#### 6) Seating type

- Bremshey Grammer FA 416 AW, or an alternate where agreed to between the parties.
- All seats and other upholstered items are to be in good order. Repairs done with tape are not acceptable.

#### 7) Air conditioning

- The company will take all reasonable steps to ensure that where fitted the Air Conditioning will work with the controls in the cab.

#### 8) Deadman and Vigilance Technology

- Must be fitted and working as mandated by the appropriate NSW Authority.

9) **Headlights and Ditch (fog lights)**

- Must work

10) **Hot plate**

- Must work and be fitted with Toaster Rack.

11) **Kettle**

- To be provided in the cab in a secure location and free from rattles.

12) **Timetable clip and light**

- To be provided within driver vision

13) **Locomotive cabs** are to be equipped so they can be locked when left unattended.

14) **NSW Locomotive Division Cab Standards** will apply and appropriate check sheets will be used prior to any new locomotive enters service or prior to entering service after major overhaul.

15) **Water Container/Bottle** is to be secured in holder or in fridge if one is fitted.

16) **Cab Lighting** is to be working and must meet the relevant standard of the age of the locomotive.

17) **Fire Extinguishers** at least one per cab is to be provided and secured in appropriate brackets, they are to be maintained and serviced appropriately.

18) **Emergency Equipment** is to be provided and kept in a appropriate place.

19) **Whistle Horn** is to work as fitted and cords are to be plastic coated.

20) **Engine room** is to have adequate lighting and all hazards highlighted

21) **Toilet and Wash Basin** to be operational and kept clean.

22) **NSW Locomotive Division Cab Standards** will apply and appropriate check sheets will be used prior to any new locomotive enters service or prior to entering service after major overhaul.

## APPENDIX 5

### CLASSIFICATIONS/POSITIONS DESCRIPTIONS

**Categories of Employment:** Employees will be categorised in accordance with the following Classifications:

<b>LEVEL 1 EMPLOYEES:</b> are those employees who are required without limitation to have and use the following:	
a. <b>Skills:</b>	<ul style="list-style-type: none"> <li>• have minimal knowledge and experience in the industry; and</li> <li>• are required to utilise a limited range of skills in the performance of their duties and to be training towards the status of licensed and accredited Driver qualifications; and</li> <li>• are capable of working in a team and working alone under regular supervision, and of working from detailed instructions; and</li> <li>• are responsible for the quality of their own work; and</li> <li>• some clerical duties; and</li> <li>• hold either or both a motor vehicle license or certificate of competency for container fork lift operations.</li> </ul>
b. <b>Indicative Tasks:</b>	<ul style="list-style-type: none"> <li>• General labouring duties</li> <li>• Assisting tradespeople</li> <li>• Undertake training to advance to higher levels</li> </ul>

<b>LEVEL 2 EMPLOYEES:</b> are those employees who have been appointed to this level and are required to perform the following duties or hold the following accreditation:	
a. <b>Skills:</b>	<ul style="list-style-type: none"> <li>• meet the skill requirements of level 1 employees; and</li> <li>• qualified in applicable safe working systems; and</li> <li>• have reasonable experience and knowledge in the industry; and</li> <li>• are capable of coordinating a team and working alone under minimal supervision and of providing instructions and supervision to level 1 employees- and</li> <li>• are responsible for the quality of their own work; and</li> <li>• hold at least one of the following licences or qualifications; a Signalman's, Shunter's and/or Locomotive Observer, a HC, MC truck licence or fork lift employees certificate</li> <li>• line haul work as a second crew member</li> </ul>
b. <b>Indicative Tasks:</b>	<ul style="list-style-type: none"> <li>• Shunter - perform shunting operations (qualifications required); or</li> <li>• Locomotive observer assisting the driver in shunting and marshalling of trains</li> <li>• Drive a forklift, truck or articulated vehicle if holder of appropriate licence of not less than class 3 (qualifications required)</li> <li>• Minor repairs to rolling stock and minor repairs to locomotives and daily checks</li> <li>• Refuel &amp; Re-provision locomotives</li> <li>• Operate a signal cabin (qualification required)</li> <li>• Line haul work as a second crewmember.</li> <li>• Undertake training to advance to higher levels</li> </ul>

**LEVEL 3 EMPLOYEES:** are those employees who have been appointed to this level and are required to perform the following duties or hold the following accreditation:

- a. **Skills:**
- meet the skill requirements of level 2 employees; and
  - hold a non trade qualification; and
  - hold a licence or qualification in at least two of the following disciplines; a Signalman's, Shunter's or Locomotive Observer (qualified in engine and air) and/or Wagon Examiner qualification, an appropriate heavy vehicle licence or fork lift employees certificate; and
  - hold a drivers qualification for shunting; and
  - holds the appropriate qualifications for the examining and certifying trains as ready for departure; and
  - Supervise shunting operations (qualifications required)
  - are responsible for the quality of their own work, and may be responsible for the work of level 1, 2 employees.
  - Perform duties required to manage office administration

b. **Indicative Tasks:**

- Drive shunting locomotives,
- Examine wagons for defects - examine and certify trains as fit for departure (qualifications required)
- Daily locomotive checks

**LEVEL 4 EMPLOYEES:** are those employees who have been appointed to this level and are required to perform the following duties or hold the following accreditation:

- a. **Skills:**
- meet the skills requirement of level 3 employees; and
  - holds a drivers qualification for line haul operations; and
  - holds appropriate qualifications for Driver Only Operations; and/or
  - holds a trade qualification as one of the following; a Diesel, Mechanical or Electrical Trade or as a Boilermaker- and
  - are responsible for the quality of their own work, and may be responsible for the work quality of level 3 employees.

b. **Indicative Tasks:**

- Driving and operating a locomotive including line haul, shunting and marshalling in all locations, and examining and certifying trains as ready for departure.
- Driving qualifications for line haul operations
- Appropriate qualifications for Driver Only shunting Operations if required

**LEVEL 5 EMPLOYEES:** are those employees who have been appointed to this level and are required to perform the following duties or hold the following accreditation:

- a. **Skills:**
- Meet the skills requirement of all previous levels ; and
  - Co-ordination of teams of employees of varying levels; and
  - Development of and maintenance of systems of work applicable in their area of responsibility; and
  - Maintenance of team performance in their area of operations; and
  - Delegate, direct and supervise other employees under their control in the performance of their duties.
  - are responsible for the quality of their work and for the performance of other employees directly under their control.

b. **Indicative Tasks:**

Operations Stream

- Provide workplace assessment and training for all employees (qualifications required)
- Develop and implement train modules
- Maintain all training records
- Coordinate workplace activities

## APPENDIX 6

### TRAINING REGIME FOR TRAIN CREW ROLES

Classification Title	Description	Classification Pay Level	Progression
Driver In Training Stage 1	An employee in training to become a qualified Terminal Driver, Mainline Driver. Currently completing 7 TDT Units from Rail Operations Certificate I.	Level 1	Automatic Progression subject to competence
Driver In Training Stage 2	An employee in training to become a qualified Terminal Driver, Mainline Driver. Movement from Trainee Stage 1 to Trainee Stage 2 is based on completion of initial off-the-job training and is completing a minimum 7 TDT Units from Rail Operations Certificate II.	Level 1	Automatic Progression subject to competence
Qualified 2 <sup>nd</sup> Person or Driver in Training Stage 3	An employee engaged to perform the role of 2 <sup>nd</sup> person during train operations or trained to this level.	Level 2	Automatic Progression subject to competence
Driver in Training Stage 4	An employee in training who has achieved the competencies outlined; <b>AQF Level 2:</b> TDTF697B Apply accident-emergency procedures TDTL4801A Prepare a Train for Departure TDTE701A Use Communication Systems TDTF5801A Apply Safeworking Rules and Regulations to Rail Operations <b>AQF Level 3:</b> TDTB2601A Prepare for Train Operation TDTL3901A Assist with Train Operations TDTB1901A Test Train Braking System	Level 3	Automatic Progression subject to competence
Terminal Driver	Qualified and undertaking driver accountabilities in a Terminal/Yard environment.	Level 3	Automatic Progression subject to competence
Mainline Driver	Qualified and undertaking driver accountabilities on mainline operations. Operates as part of a two (2) person crew on the mainline.	Level 4	Automatic Progression subject to competence
Mentor Driver	Qualified and undertaking driver accountabilities on mainline operations. The Mentor Driver will be used when required for delivery of a structured training program for Trainee Drivers as measured by the completion of the Trainee Driver Performance Review checklist, or equivalent, for each shift. Coaching qualified drivers in "route knowledge" does qualify for Mentor Driver appointment.	Level 5 When performing in the role.	Selected as the most suitable candidate
Driver Trainer	Qualified and undertaking accountabilities associated with training and or on-the-job competency assessments of other employees. Carries out training and/or competency assessment activities.	Level 5	Selected as the most suitable candidate