

**INTERAIL AUSTRALIA
INTERMODAL
ENTERPRISE AGREEMENT
2009**

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PART 1 – FORMALITIES OF THE AGREEMENT

1. TITLE

This agreement shall be known as the *Interail Australia (Intermodal) Enterprise Agreement 2009*.

2. WHO IS COVERED BY THIS AGREEMENT?

2.1 This Agreement covers:

2.1.1 Interail Australia Pty Ltd and all employees of the Company, other than those engaged in the Company’s coal business in New South Wales, who are engaged in any of the classifications set out in clause 27 of this Agreement; and,

2.1.2 The RTBU (subject to that Union notifying Fair Work Australia that it seeks to be covered by this Agreement and Fair Work Australia approving this Agreement).

3. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the seventh day after the Company receives notice from FW Australia that the Agreement has passed the prescribed test. The nominal expiry date of the Agreement shall be 30 October 2012.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

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

5. DEFINITIONS AND INTERPRETATIONS

Term	Definition
Additional Hours	The hours of work regularly rostered in addition to Ordinary Hours. Additional Hours does not include hours worked as Overtime.
Annual Aggregate	An employee’s annual salary as set out in subclause 28.4 - Remuneration, inclusive of the base rate, the agreed Additional Hours component and the flexibility premium.
Company	Interail Australia Pty Ltd
CPI	The annual percentage change in the Consumer Price Index, Australia, Weighted average of eight capital cities, All groups, produced by the Australian Bureau of Statistics, for the September quarter in the current year.
Home Station	The employee's appointed operational base or temporary operational base if working away from home on temporary transfer.
Hourly Base Rate	The rate of pay for an employee’s rostered hours of work exclusive of the Additional Hours component and the flexibility premium.
Ordinary Hours	The hours worked by an employee exclusive of Additional Hours and Overtime. For a full time employee Ordinary hours are an average of 38 hours per week averaged over the Roster Cycle.
OH&S Act	The Occupational Safety and Health legislation applying to the State in which the Company is operating.
Overtime	Time worked by an employee in addition to the employee’s rostered

	hours as provided in clause 31 – Overtime.
Roster Cycle	A period of four weeks over which an employee’s ordinary hours and additional hours may be rostered.
RTBU	Australian Rail Tram and Bus Industry Union
Stand Alone	Hours of work which Stand Alone are hours that are not included in the calculation of Roster Cycle hours. Payments that Stand Alone are payments for hours worked that are not included in the Weekly Aggregate or Annual Aggregate.
Train Crew	Employees operating or rostered to operate a train.
Weekly Aggregate	An employee’s weekly salary as set out in subclause 28.4 - Remuneration, inclusive of the base rate, the agreed Additional Hours component and the flexibility premium.

6. INTENT AND OBJECTIVES

6.1 Commitment to Service

- 6.1.1 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.
- 6.1.2 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 representatives (as set out in clause 57 – Consultative Committee).
- 6.1.3 A key part of this is the commitment of all parties to utilise and adhere to the disputes settling procedure set out in clause 58 – Dispute Settling Procedure.
- 6.1.4 The parties commit to providing continuity of service to customers and the parties will not engage in any industrial action which affects customer service for the period of operation of this agreement set out in clause 3 – Date and Period of Operation.

6.2 Employment Obligations

6.2.1 Employment Relationship

The employment relationship is based on:

- a) Mutual trust and integrity
- b) Shared responsibility to achieve Company goals
- c) Encouraging skill acquisition and personal development
- d) Effective consultation, communication and decision making
- e) Flexible working conditions that will take into account employee needs balanced against the Company’s objectives

6.2.2 Basic Responsibilities

The basic responsibilities of all employees are:

- a) To carry out work as directed, in accordance with their skills competency and training and in accordance with this agreement including working reasonable overtime and shift work.

- b) To comply with Company policies, practices or procedures as varied from time to time
- c) To act with a duty of care as per the relevant legislation, policies, practices and procedures to safeguard each other and those that come into contact with at the workplace
- d) To do their best to promote, and not harm, the business interests and reputation of the Company. This includes reporting any information which the employee becomes aware of that may be reasonably expected to adversely affect the business.
- e) To not disclose to anyone outside the Company and keep confidential any 'information' including: information relating to the business or operational interests, the methodology and affairs, financial information and anything else the Company notifies as being confidential.

6.3 Commitment to Equity in the Workplace

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

- a) The creation of conditions whereby the Company utilises the skills and abilities of all employees to meet the needs of the Company;
- b) The removal of unlawful discrimination from all employment practices;
- c) Regards for the basic human right of each individual to be treated with respect and dignity
- d) 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
- e) 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.

6.3.2 **Diversity in Workplace:** The employees and the Company agree to respect and value the diversity of the workplace by helping to prevent and eliminate discrimination at the 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

7. CATEGORIES OF EMPLOYMENT

- 7.1 **Employment categories:** Employees shall be engaged in permanent employment, or fixed term categories of employment on a full time or part time basis or as a casual. Employees shall not have their category of employment changed without their consent. Any agreed change shall be detailed in writing.
- 7.2 **Advice to new employee:** New employees, except short term casual appointments, shall be advised in writing of their category of employment and their Home Station, prior to engagement.
- 7.3 **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.

8. PROBATIONARY EMPLOYMENT

- 8.1 **Initial term:** There shall be a probationary period of employment not exceeding six months 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.
- 8.2 **Duration of Probation period:** At the commencement of employment the Company shall inform new employees in writing of the duration of the probationary period.
- 8.3 **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 with a copy of this agreement.
- 8.4 **Termination by the Company**
- One week's notice:** An employee may be dismissed with one week's notice (or payment in lieu of notice), before the end of the probationary period. An employee's employment may be terminated in accordance with this clause for reasons including (although not limited to) where the employee:
- 8.4.1 Is unable to demonstrate the required skill or ability; and/or,
 - 8.4.2 Demonstrates inappropriate behaviour; and/or,
 - 8.4.3 Cannot satisfy the medical requirements for their position.
- 8.5 **During probationary period - performance to be discussed:** During the probationary period the Company shall discuss the Company's concerns relating to the employee's performance with the employee and the Company shall give the employee an opportunity to improve his/her performance.
- 8.6 **Termination by employee:** At any time during the probationary period an employee may terminate the employment relationship by giving one weeks notice to the Company. The Company may agree to waive the employee's notice period.

- 8.7 **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 7 – Categories of Employment of this Agreement.

9. EMPLOYMENT STATUS

9.1 Full Time Employee

A full time employee is an employee engaged to work 168 hours in a four-week roster cycle, comprising 152 ordinary hours and 16 additional hours.

9.2 Part Time Employee

9.2.1 **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. A part time employee will have their rostered book off days posted in accordance with the provisions in clause 37 – Book Off Days.

9.2.2 Conditions:

- a) Part time employees shall receive, in the proportion that the employee's ordinary hours bears to 38 ordinary hours, equivalent pay and conditions (exclusive of the Additional Hours component) to those of full time employees in the same position/classification. The rate of pay of a part time employee will be calculated on an hourly basis using the Hourly Base Rate plus flexibility premium.
- b) A part time employee will be paid the applicable Overtime rate as described in subclause 31.1 where that employee works in excess of 152 hours in a four week cycle roster cycle.
- c) A part time employee will be paid the applicable Overtime rate as described in subclause 31.1 where he/she works on a posted rostered book off day and this time shall Stand Alone.

9.2.3 **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.

9.2.4 **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.

9.3 Casual Employee

9.3.1 A casual employee:

- a) Is an employee paid by the hour, who works on an *ad hoc* basis.
- b) Will be paid a minimum shift length in accordance with subclause 35.5 - Minimum Shift Provisions for each shift at their applicable rate of pay as provided for in clause 28 - Remuneration.

- c) Will be paid on an hourly basis using the Hourly Base Rate plus flexibility premium for their particular Classification (as detailed in clause 28 - Remuneration of this Agreement).
- 9.3.2 Except for the provisions in paragraphs 9.3.3 and 9.3.4, a casual employee is not entitled to the benefits of Part 5 - Leave of this Agreement.
- 9.3.3 A casual employee is entitled to unpaid carer's leave, unpaid compassionate leave and long service leave, to be taken in accordance with Part 5 - Leave of this Agreement.
- 9.3.4 A casual employee who has been employed on a regular and systematic basis for a sequence of periods of employment for at least 12 months is entitled to unpaid parental leave in accordance with Part 5 - Leave of this Agreement.
- 9.3.5 A casual employee will be paid an additional loading of 23% in addition to the rates provided for in clause 28 - Remuneration.
- 9.3.6 Payment of Overtime, penalties and allowances shall be paid where the employee works in excess of the Ordinary Hours in a Roster Cycle for a fulltime employee.
- 9.3.7 The Company shall attempt to utilise casual employment only when operational requirements make it impracticable to utilise permanent employees.
- 9.3.8 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.
- 9.4 **Fixed Term Employee**
 - 9.4.1 A fixed term employee is engaged on a full time or part time basis for a defined period or task, which may be subject to change/extension by agreement of the parties. Where practicable, the length of time for the fixed term defined period shall not normally be more than 12 months.
 - 9.4.2 A full time fixed term employee is entitled to all the benefits in Part 5 - Leave of this Agreement, while a part time fixed term employee will be entitled to the Part 5 - Leave benefits on a pro rata basis. Pro-rata will be calculated on an hourly basis using the Annual Aggregate.

10. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 10.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement ('the flexibility arrangement') provided that the flexibility arrangement:
 - 10.1.1 Is genuinely agreed to by the Company and the individual employee without coercion or duress; and
 - 10.1.2 Only varies the terms prescribed in subclause 10.2; and
 - 10.1.3 Does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment and overall is better off as a result of the flexibility arrangement.
- 10.2 The terms of this Agreement that may be varied by a flexibility arrangement include:
 - 10.2.1 Arrangements for when work is performed;

- 10.2.2 overtime rates;
- 10.2.3 penalty rates;
- 10.2.4 allowances.
- 10.3 For the flexibility arrangement to come into operation, it must:
 - 10.3.1 Be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 10.3.2 State each term of this Agreement that the Company and the individual employee have agreed to vary;
 - 10.3.3 Detail how the application of each term has been varied by the flexibility arrangement between the Company and the individual employee;
 - 10.3.4 Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - 10.3.5 State how the flexibility arrangement can be terminated; and
 - 10.3.6 State the date the flexibility arrangement commences.
- 10.4 The Company will give the individual employee a copy of the flexibility arrangement and keep the agreement as a time and wages record.
- 10.5 The flexibility arrangement may be terminated:
 - 10.5.1 By the Company or the individual employee giving 28 days notice of termination, in writing, to the other party; or
 - 10.5.2 At any time, by written agreement between the Company and the individual employee.

11. TRANSFERS

- 11.1 **Permanent Transfer**
 - 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 base 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 7 – Minimum Accommodation Standards.
 - b) Meal expenses as described in subclause 29.6 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.

11.3 *Travel time:* The time taken to travel to and from the temporary location is to be included as Roster Cycle hours.

12. SUPERANNUATION

- 12.1 On commencement, an employee shall be entitled to have a superannuation contribution made to a complying superannuation fund nominated by the employee. If the employee does not nominate a complying superannuation fund, the Company will make superannuation contributions into the 'Australian Super' superannuation fund.
- 12.2 Such contribution shall not be less than the amount specified by the Superannuation Guarantee (Administration) Act 1992 (Cth) from time to time.
- 12.3 Such contributions shall be based on the Annual Aggregate rate for each classification of employee, as specified in subclause 28.4 - Remuneration of this Agreement.

13. SALARY SACRIFICE

- 13.1 Salary sacrifice is available for employee contributions into a superannuation fund as listed in clause 12 – Superannuation.
- 13.2 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.
- 13.3 The Company will not be liable:
 - 13.3.1 If the law or the view of the Australian Tax Office in relation to salary sacrifice changes;
 - 13.3.2 For financial advice to employees in relation to salary sacrifice arrangements; and
 - 13.3.3 For any costs or losses associated with salary sacrifice arrangements.

14. SALARY PACKAGING

- 14.1 An employee may, by separate agreement with the Company, enter into a salary packaging arrangement in accordance with the Company's policy, Australian Tax Office requirements and other relevant legislation.
- 14.2 An employee entering into a salary packaging arrangement is accountable for compliance with their personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.
- 14.3 The Company will not be liable for any costs should the law or the views on salary packaging change in the future. The salary packaging arrangement will be on a genuine salary sacrifice basis.

- 14.4 Any salary packaging arrangement will be cost neutral to the Company. Any employee wishing to enter into a salary packaging arrangement must obtain independent financial advice from a registered financial planner and provide proof of that advice to the employer before entering into a salary packaging arrangement.

15. DISCIPLINARY MATTERS

- 15.1 **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:
- 15.1.1 The employee being made fully aware in writing of the allegations that are the subject of investigation;
 - 15.1.2 The employee being provided with sufficient information to enable the provision of an informed response.
 - 15.1.3 The employee being informed of their entitlement to have a representative present as a witness/support person at any meetings/interviews, if so requested;
 - 15.1.4 The employee being given reasonable time to prepare a response to the allegations that are the subject of the investigation;
- 15.2 **Confidential:** Disciplinary inquiries and investigations shall be confidential.
- 15.3 **Investigations:** Employees under investigation may be subject to the following action during the investigation:
- 15.3.1 Suspension from duty with no reduction of pay; or
 - 15.3.2 Placed on alternative duties; or
 - 15.3.3 Re-assessed and returned to normal duties.
- 15.4 **Disciplinary Outcomes**
- 15.4.1 Following the procedure in subclause 15.1 employees may be subject to the following discipline outcomes:
- a) Verbal warning with a file note entered on the employee's personnel file; or
 - b) Written warning or reprimand; or
 - c) Temporary reduction in position, classification level and pay (for a period of up to twelve (12) months) pay. 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
 - d) Suspension from duty without pay, or
 - e) Dismissal, with or without notice as applicable.
- 15.4.2 In assessing what disciplinary outcome an employee may be subject to, the Company will;

- a) Assess and place appropriate weight to relevant matters only; and,
- b) Give the employee a reasonable opportunity to provide reasons to the Company as to what the appropriate disciplinary outcome should be, taking into account their employment history, including years of service, performance, discipline and their plans for improving their performance / conduct.

15.4.3 **Dispute Settling Procedure:** Employees who wish to dispute the outcome of a disciplinary procedure, except where the discipline involves dismissal, must follow the procedure set down in clause 58 – Dispute Settling Procedure.

16. STAND DOWN

- 16.1 **Stand down without pay.** The Company may stand down employees without pay for any time during which they cannot usefully be employed in their normal role because of any cause for which the Company cannot reasonably be held responsible.
- 16.2 **Written notice:** The employee/s and at their request their representative, must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two (2) days prior to the stand down commencing. However, in circumstances where the Company is aware at least 28 days in advance that employees will be required to be stood down, e.g. planned maintenance, then the Company must give affected employees at least 28 days notice.
- 16.3 **Alternative work:** the Company will discuss with the employees or if requested their representatives alternative work to be done, such as training, reaccreditations, maintenance etc before proceeding with the stand down
- 16.4 **Continuity of Employment** Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having Continuity of Employment.
- 16.5 **Resignation without notice:** Any employee stood down in accordance with this Clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 16.6 **No fault to employee:** Any employee whose employment is terminated in accordance with subclause 16.5, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without default of the employee.
- 16.7 **Work with another employer** Any employee who is stood down in accordance with this Clause shall be at liberty to take other employment and, in the event of doing so, it shall be a reasonable excuse for not reporting for duty after being notified to attend for work by the Company that the employee has to work out a period of notice with the employer.
- 16.8 **Leave or paid time in lieu:** An employee who is stood down in accordance with this Clause may elect to take leave or other time owed by the Company.

17. TERMINATION OF EMPLOYMENT

17.1 Notice of Termination by Company

17.1.1 **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
6 months or less in probationary period	1 week
Not more than 1 year (including probationary period)	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

17.1.2 **Additional notice:** Where an employee is over 45 years of age at the time of termination and has completed at least two years continuous service at the end of the day the notice is given, the employee shall be entitled to one weeks notice in addition to that prescribed above.

17.1.3 Payment in lieu of notice

- a) If the Company does not require the employee to work the notice period specified in paragraph 17.1.1 the Company will provide the employee with payment in lieu of the notice prescribed in paragraph 17.1.1; or
- b) If the Company only requires the employee to work part of the notice period specified in paragraph 17.1.1 the Company will provide the employee with payment in lieu of the notice period not worked.

17.1.4 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.

17.1.5 Summary Dismissal

- a) Notwithstanding the provisions of paragraph 17.1.1 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.
- b) In circumstances where the employee is summarily dismissed while suspended without pay, the employee will not receive any wages from the point of suspension up to the time of dismissal.

17.1.6 Exemptions to period of notice

The period of notice in paragraph 17.1.1 and subclause 8.4 (which refers to probation) 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.

17.2 Notice of Termination by Employee

17.2.1 **Notice period:** An employee shall provide to the Company the same period of notice of termination as required by the Company provided that the employee is not required to give the additional period of notice in respect of age.

17.2.2 **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.

17.2.3 **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.

17.3 Time Off During Notice Period

17.3.1 **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.

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

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

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

17.4 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 their employment and the classification of or the type of work performed by the employee.

18. ABANDONMENT OF EMPLOYMENT

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

18.2 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.

18.3 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.

- 18.4 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.

19. REDUNDANCY

19.1 Discussions before termination of employment

- 19.1.1 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.
- 19.1.2 Where a redundancy scenario may lead to termination of employment, the Company shall hold discussions with the employee/s directly affected.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 Provided that where the disclosure would be contrary to the Company's commercial interests, the Company shall not be required to disclose confidential information.

19.2 Transfer to Lower Paid Duties

- 19.2.1 Where an employee agrees to transfer to lower paid duties for reasons set out in subclause 19.1 hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if their employment had been terminated.
- 19.2.2 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.

19.3 Severance Pay

- 19.3.1 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:

Period of continuous service	Severance Pay
Less than one year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and over	3 weeks' pay for each completed year of service

19.3.2 The maximum amount payable under paragraph 19.3.1 above shall be 52 weeks' pay.

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

19.4 Alternative employment

The Company, in a particular redundancy case, may make application to Fair Work Australia to have the severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

19.5 Time off during notice period

19.5.1 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.

19.5.2 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.

19.6 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in subclause 19.1 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.

19.7 Employees exempted

This clause shall not apply where the employee:

- 19.7.1 Has completed less than one year's service;
- 19.7.2 Is terminated as a result of conduct justifying dismissal; or
- 19.7.3 Is engaged :
 - a) as a casual employee,
 - b) as an apprentice or
 - c) for a specific task or tasks, or term.

19.8 Employee 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 the employee's dependents.

19.9 Transfer of Business

Where there is a transfer of business, as prescribed by the Fair Work Act, an employee will not be entitled to Severance Pay in accordance with subclause 19.3 if the employee is offered employment (regardless of whether the employee accepts such employment) by the transferee, provided that:

19.9.1 The offer of employment is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Company immediately before the transfer (or termination if the employee does not accept the employment).

19.9.2 The transferee recognises the employee's service with the Company.

20. OCCUPATIONAL HEALTH AND SAFETY

20.1 Principles

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

20.2 Safety Teams

20.2.1 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.

20.2.2 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.

20.2.3 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.

20.3 Safety Equipment

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

20.4 Safety Procedures

20.4.1 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.

20.4.2 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.

20.5 **Employee's responsibility:** Each employee has a duty to:

20.5.1 protect his/her own health and safety at work;

20.5.2 avoid adversely affecting the health and safety of any other person or property through any act or omission at work.

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

21. ALCOHOL AND DRUGS

21.1 **Alcohol and other drugs policy:** In accordance with its commitment to "Zero Harm" and in compliance with relevant rail safety legislation, the Company has a policy dealing with the possession and consumption of alcohol and other drugs.

- 21.2 **Compliance with policy:** Employees are required to comply with the Company's alcohol and other drug policy and must undertake an alcohol and/or other drugs test when requested to do so.
- 21.3 **Cost of testing:** The Company will bear all the costs associated with such testing; however, after a positive reading, any required second or subsequent testing will be at the employee's cost.
- 21.4 **Failure to comply:** An employee who fails to comply with the policy or with a request to undertake a test may be subject to disciplinary action which might include termination of employment.

22. HEALTH ASSESSMENTS

- 22.1 **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.
- 22.2 **The Determination:** The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
 - 22.2.1 Fit for Duty; or,
 - 22.2.2 Fit for Duty subject to Review; or,
 - 22.2.3 Fit for Duty subject to Job Modification; or,
 - 22.2.4 Temporarily Unfit for Duty Subject to Review; or,
 - 22.2.5 Permanently Unfit for Duty.
- 22.3 **Additional costs associated with referral**
 - 22.3.1 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.
 - 22.3.2 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.
 - 22.3.3 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.
- 22.4 **Applicable legislation:** The above provisions do not exclude any obligations arising under the applicable Workers' Compensation legislation.

22.5 Maintenance of rate of pay in certain circumstances

Where it is determined under subclause 22.2 that an employee is:

22.5.1 Temporarily Unfit for Duty Subject to Review; or,

22.5.2 Permanently Unfit for Duty,

and the employee accepts alternative employment with the Company in a position covered by the Agreement that results in a reduction in the employee's weekly aggregate rate of pay, the Company shall maintain the employee's former weekly aggregate rate of pay for a period of 12 months, or until the employee is determined to be fit to resume the employee's former duties, whichever is earlier.

23. UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

- 23.1 The Company will provide employees, with uniforms and where required, protective clothing or equipment.
- 23.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty.
- 23.3 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.
- 23.4 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.
- 23.5 The Company will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis, or in accordance with the OH&S Act.
- 23.6 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.

PART 3 – SKILLS STRUCTURE

24. TRAINING

- 24.1 **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.
- 24.2 **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.
- 24.3 **Training priorities:** The priorities for training will be;
- 24.3.1 Training to ensure an employee possesses and / or maintains the competencies required to fulfil their role;
- 24.3.2 Training to prepare an employee for progression to the next step of the classification structure in their career path
- 24.3.3 Training and personal development are an important part of employment with the Company
- 24.3.4 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
- 24.4 **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
- 24.5 **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.
- 24.6 **RPL:** 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.
- 24.7 **National guidelines:** The Competency Assessment System will comply with national guidelines/standard for competency assessment.
- 24.8 **Training at Company expense:** When training is undertaken by the employee as required by or at the request of the Company then all such training will be provided in the Company's time and at the Company's expense.
- 24.9 **Training issues:** The Company and employees shall utilise the consultative committee (as described in clause 57 – Consultative Committee of this agreement) to discuss issues related to training.
- 24.10 **AQF certification etc:** Training undertaken with the Company will provide credentials, such as AQF or other certification, that are nationally recognised by other employers.

25. CAREER PATH AND PROMOTION

- 25.1 **Progression criteria:** All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace subject to the Company's operational requirements, the availability of training, and the availability of promotional opportunities
- 25.2 **Progression to Mainline Driver**
- 25.2.1 Career progression to Mainline Driver shall be dependent upon an employee being deemed competent by an accredited workplace assessor.
- 25.2.2 An employee may opt not to progress to a higher classification and shall advise the Company in writing of his/her decision.
- 25.3 **Dispute settling procedures:** Should there be a disagreement about progression the Dispute Settling Procedures will apply.
- 25.4 **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.
- 25.5 **Merit based selection beyond Mainline Driver** The position of Mainline driver is the end of automatic progression upon competency assessment as described in subclause 25.2. All positions above Mainline Driver will be determined on the basis of merit based selection.
- 25.6 **Relocation costs**
- The Company will pay relocation costs:
- 25.6.1 For an employee transferring location as a result of a merit based selection promotion (i.e. above Mainline Driver); or,
- 25.6.2 Where the Company requests a change of work location for employees covered by this agreement.
- 25.7 **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.

26. HIGHER DUTIES

- 26.1 **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.
- 26.2 **Training:** Where the employee performs higher level duties as part of training, no additional amount shall be payable under this clause.

27. CLASSIFICATIONS

27.1 **Classification structure**

There will be one classification structure for Operations stream employees. Details of the classification structure, is attached to this agreement as Appendix 8.

27.2 **Positions**

Operations stream: The Operations stream provides a structured career path for employees who are engaged in positions with a view to becoming a Locomotive Mainline Driver and further to become a Train Crew Co-ordinator and for terminal operations associated duties. These roles would typically include:

- 27.2.1 Trainee,
- 27.2.2 Second Person/Terminal Operator
- 27.2.3 Driver in training,
- 27.2.4 Yard Co-ordinator
- 27.2.5 Terminal Driver,
- 27.2.6 Mainline Driver,
- 27.2.7 Driver Trainer,
- 27.2.8 Train Crew Co-ordinator.

27.3 **Classification identified:** On commencement of employment, employees shall be classified by the Company as identified by position descriptions set out in Appendix 8 detailing indicative tasks for each classification

27.4 **Classification factors:** The following factors relate to Classifications:

- 27.4.1 level of experience;
- 27.4.2 range of skills (including level of training or competency) required to perform duties;
- 27.4.3 level of supervision (including degree of instructions required and/or given);
- 27.4.4 degree of responsibility.

27.5 Classification of employees will be categorised in accordance with the following:

- 27.5.1 **Trainee:** A trainee is an employee who has limited knowledge and experience in the rail industry.
- 27.5.2 **Second Person / Terminal Operator:**
 - a) A Second Person is an employee in the operations stream who is qualified in safe working systems applicable to the states they will be operating in and have reasonable experience and knowledge in the rail industry.
 - b) A Terminal Operator is an employee in the operations stream who works within the confines of a yard or terminal to load, shunt, prepare and examine trains.
- 27.5.3 **Driver in Training:** A Driver in Training is an employee who possesses "engine and air" qualifications and is undertaking on job driving training under the instruction of a suitably qualified terminal or mainline driver.
- 27.5.4 **Yard Coordinator:** A Yard Coordinator is an employee who is responsible for the efficient and effective coordination of rail operations in a Yard including preparation of marshalling plans, shunting and second person duties.
- 27.5.5 **Terminal Driver:** A Terminal Driver is an employee who possesses Driver qualifications and performs train operation driving tasks in a Terminal or Yard

- 27.5.6 **Mainline Driver:** A Mainline Driver is an employee who holds locomotive driver qualifications for mainline train operations.
- 27.5.7 **Driver Trainer:** A Driver Trainer is an employee who meets the skill set and classification requirements for a Mainline Driver and holds a Certificate IV in Training and Assessment and demonstrates their ability to plan, deliver and review training and assessments for the Company's employees
- 27.5.8 **Train Crew Coordinator:** A Train Crew Coordinator is an employee who is responsible for coordinating the day to day operations and administration of an operational depot.

PART 4 REMUNERATION AND HOURS OF WORK

28. REMUNERATION

28.1 Flexible working arrangements

28.1.1 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.

28.1.2 **Fortnightly payment:** The Company shall make payment of an amount equal to the appropriate Annual Aggregate prescribed by subclause 28.4 of this agreement (for each particular employee) divided by twenty-six, on a fortnightly basis.

28.1.3 **Electronic Funds Transfer:** Payment shall be made via electronic funds transfer to a bank account nominated by the individual employee concerned.

28.2 Principles

To maximise the flexible deployment of employees that is essential for the ability of the Company to meet the level of service required by customers, the remuneration has been determined in consideration of Additional Hours, allowances and shift and weekend penalties.

28.3 Components

28.3.1 The remuneration detailed in subclause 28.4 below is based on the following three components.

- a) **Hourly Base Rate** - A base rate for each Classification of employee based on a 38 hour week of Ordinary Hours.
- b) **Additional Hours Component** - Payment for 4 hours in addition to the Ordinary Hours per week (ie employees are available to work a 42 hour week). These Additional Hours are applied using the Overtime multiplier as set out in subclause 31.1 – Overtime.
- c) **Flexibility Premium** - A 25 % loading of the Ordinary Hours for penalties and allowances described in subclause 28.2.

28.3.2 The components in paragraph 28.3.1 make up the Annual Aggregate.

28.4 Remuneration

28.4.1 Using the components of paragraph 28.3.1 and subject to subclause 30.2 – Hours of Work, the remuneration for each Classification from the date of lodgement is detailed in the table at paragraph 28.4.3 – Wage Table.

28.4.2 The rates in the Wage Table at paragraph 28.4.3 reflect the following agreed wage increases:

- a) From 31 October 2009 – an increase of 4% on the annual aggregate rate which applied from 31 October 2008 under the *Interail Australia (Train Operations) Union Collective Agreement 2007*;
- b) From 31 October 2010 – an increase of 5% on the annual aggregate rate which applied under this Agreement from 31 October 2009;
- c) From 31 October 2011 – an increase of 5% on the annual aggregate rate which applied under this Agreement from 31 October 2010.

28.4.3 Wage Table

Note: Because of rounding factors the components of the Annual Aggregate wage do not exactly match the Annual Aggregate rates shown.

Classification	Rate from 31 October 2008	Rate from 31 October 2009 (4%)	Rate from 31 October 2010 (5%)	Rate from 31 October 2011 (5%)
Trainee (Level 1)				
Hourly Base Rate	15.61	16.23	17.05	17.90
Base 38 hours	593.20	616.93	647.77	680.16
4 Additional Hours	106.15	110.40	115.92	121.71
Flexibility Premium	148.30	154.23	161.94	170.04
Weekly Aggregate	847.65	881.56	925.63	971.92
Annual Aggregate	44,077.80	45,840.91	48,132.95	50,539.59
Second Person/ Terminal Operator (Level 2)				
Hourly Base Rate	18.68	19.43	20.40	21.42
Base 38 hours	710.00	738.38	775.30	814.06
4 Additional Hours	127.02	132.13	138.74	145.67
Flexibility Premium	177.50	184.59	193.82	203.52
Weekly Aggregate	1014.52	1055.10	1107.86	1163.25
Annual Aggregate	52,755.25	54,865.46	57,608.73	60,489.16
Driver in Training (Level 3)				
Hourly Base Rate	21.74	22.61	23.74	24.92
Base 38 hours	826.02	859.06	902.01	947.12
4 Additional Hours	147.81	153.73	161.41	169.48
Flexibility Premium	206.51	214.77	225.50	236.78
Weekly Aggregate	1180.34	1227.55	1288.93	1353.38
Annual Aggregate	61,377.68	63,832.78	67,024.41	70,375.63
Yard Co-ordinator (Level 3)				
Hourly Base Rate	21.74	22.61	23.74	24.92
Base 38 hours	826.02	859.06	902.01	947.12
4 Additional Hours	147.81	153.73	161.41	169.48
Flexibility Premium	206.51	214.77	225.50	236.78
Weekly Aggregate	1180.34	1227.55	1288.93	1353.38
Annual Aggregate	61,377.68	63,832.78	67,024.41	70,375.63

Classification	Rate from 31 October 2008	Rate from 31 October 2009 (4%)	Rate from 31 October 2010 (5%)	Rate from 31 October 2011 (5%)
Terminal Driver (Level 3.5)				
Hourly Base Rate	23.69	24.64	25.87	27.17
Base 38 hours	900.36	936.38	983.20	1032.36
4 Additional Hours	161.12	167.56	175.94	184.74
Flexibility Premium	225.09	234.09	245.80	258.09
Weekly Aggregate	1286.57	1338.03	1404.93	1475.18
Annual Aggregate	66,901.64	69,577.70	73,056.59	76,709.42
Mainline Driver (Level 4)				
Hourly Base Rate	26.01	27.05	28.40	29.82
Base 38 hours	988.43	1027.96	1079.36	1133.33
4 Additional Hours	176.87	183.95	193.15	202.81
Flexibility Premium	247.11	256.99	269.84	283.33
Weekly Aggregate	1412.41	1468.91	1542.35	1619.47
Annual Aggregate	73,445.32	76,383.13	80,202.28	84,212.40
Driver Trainer (Level 5)				
Hourly Base Rate	28.60	29.74	31.23	32.79
Base 38 hours	1086.65	1130.11	1186.62	1245.95
4 Additional Hours	194.45	202.23	212.34	222.96
Flexibility Premium	271.66	282.53	296.65	311.49
Weekly Aggregate	1552.76	1614.87	1695.62	1780.40
Annual Aggregate	80,743.63	83,973.37	88,172.04	92,580.64
Train Crew Co-ordinator (Level 6)				
Hourly Base Rate	30.02	31.23	32.79	34.43
Base 38 hours	1140.98	1186.61	1245.94	1308.24
4 Additional Hours	204.17	212.34	222.96	234.11
Flexibility Premium	285.24	296.65	311.49	327.06
Weekly Aggregate	1630.39	1695.60	1780.38	1869.40
Annual Aggregate	84,780.23	88,171.43	92,580.01	97,209.01

28.4.4 Incentive payment

- a) An additional increase in rates of pay from 31 October 2010 and from 31 October 2011 will be available based on the achievement of target increases in the Company's Interstate Container Task. These increases are as follows:

Date of increase	Interstate Container Task	Increase on Annual Aggregate Rate in Wage Table
31 October 2010	Less than 4 billion gtk per year	0%
	4 billion gtk per year to 5 billion gtk per year	1%
	Greater than 5 billion gtk per year	2%
31 October 2011	Less than 4 billion gtk per year	0%
	4 billion gtk per year to 5 billion gtk per year	1%
	Greater than 5 billion gtk per year	2%

- b) For sake of clarity, where in any year the Interstate Container Task is less than 4 billion gtk only the rate of pay shown in the Wage Table at paragraph 28.4.3 will apply. Incentive payments gained in one year do not carry over to the next year.
- c) The Interstate Container Task will be calculated as the gross tonne kilometres ("gtk") of Interstate Container Traffic handled by the company in the six months immediately prior to 31 October in the relevant year, multiplied by 2.
- d) Interstate Container Traffic excludes:
 - i) any freight movements within Queensland; and,
 - ii) any Bulk Traffics
 but includes:
 - iii) any of the Company's Interstate Container Freight which the Company attaches to SCT trains; and,
 - iv) any regional container trains and port shuttles outside of Queensland

29. ALLOWANCES

29.1 Driver Only Operation Allowance

- 29.1.1 The implementation of Driver Only Operations shall occur subject to the conditions as set down in this agreement and Appendices 5 – Driver Only Operations and 6 – DOO Cab Standards of this Agreement.
- 29.1.2 DOO Main Line Operation: An allowance of 18% will apply for the total shift where any portion of a shift involves Driver Only Main Line.
- 29.1.3 DOO Shunt.

- a) An allowance of 9% will apply for the total shift where more than 4 hours of a shift involves DOO Shunt.
 - b) Where less than 4 hours of a shift, within a dedicated Company Yard / Terminal is DOO Shunt then such allowance will be paid for a minimum of 4 hours.
- 29.2 Any applicable allowance in subclause 29.1 above is to be paid on the Hourly Base Rate.
- 29.3 **Push Pull Allowance**
- 29.3.1 When the Company has met the conditions outlined in this agreement for 3 person push pull operation, then a push pull allowance of 7% for the period of time that each driver is rostered for push pull operations shall apply.
 - 29.3.2 Each driver will be paid the allowance for the full rostered shift, where part of the shift is rostered for push pull operations.
 - 29.3.3 The conditions for push pull working are to be found in Appendix 2 – Push-Pull Operations – Terms & Conditions.
- 29.4 **Car Allowance**
- 29.4.1 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 station.
 - 29.4.2 In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.
- 29.5 **Excessive Shift Length Meal Allowance**
- 29.5.1 Where a shift is in excess of the shift limits set down in clause 35 – Shift Limits by 15 minutes or more, a meal allowance of \$27.82 shall be paid. This allowance is to increase by the CPI each year for the life of the agreement.
 - 29.5.2 When this allowance is necessary to be paid, the Company may require an employee to provide a report on the reasons for the shift length breach occurring.
- 29.6 **Meal Expenses - at Barracks and on Temporary Transfer**
- 29.6.1 **Barracks:** Employees who are required to rest away in barracks in accordance with the provisions set down in clause 42 – Barracks Working shall be paid \$27.82 for every 8 hours or part thereof they are away from their Home Station.
 - 29.6.2 **Temporary transfer:** When employees are away from home in the case of temporary transfer, they shall be paid \$27.82 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.
 - 29.6.3 **CPI:** This allowance shall be adjusted in line with CPI Increases each year at 31st October for the life of the agreement
- 29.7 **Payment for use of employees own motor vehicle and travel to multiple sign on points**
- 29.7.1 Where an employee agrees to use his/her own vehicle to travel to another sign on/sign off point, as described in Clause 3 – List of Multiple Sign On Points, of Appendix 1 - Rostering Code of Practice, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual

residence to their usual home base (eg. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance).

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

29.7.3 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.

29.8 **Remote Control Shunting Introduction:** The conditions pertaining to the introduction of Remote Control Shunting are to be found in Appendix 3 – Remote Control Shunting.

30. HOURS OF WORK

30.1 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.

30.2 Hours of Work

30.2.1 **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.

30.2.2 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, subject to the provisions of this clause.

30.2.3 **Roster Cycle Hours - 168 hours over 4 weeks:** Roster Cycle hours will be the Ordinary Hours plus the Additional Hours component over a 4 week period This requires employees to be available to work 168 hrs for each Roster Cycle.

30.3 Travel time

30.3.1 **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.

30.3.2 **Multiple sign on points:** The time taken to travel to another sign on point other than those covered in Appendix 1 - Rostering Code of Practice, is to be included as Roster Cycle hours for the Roster Cycle it is incurred in.

30.4 **Loss of Additional Hours component:** Employees who have made themselves unavailable (leave without pay or absent without leave) to perform their duties in any Roster Cycle may be rostered on for less than Cycle Hours. In such cases the employee will forfeit the Additional Hours component for hours not worked for that particular week in the Roster Cycle as set out in paragraph 30.2.3.

30.5 **No loss of Additional Hours component:** Employees who have been engaged as full-time employees who are rostered for less than 168 hours in a Roster Cycle as a result of their not being required to perform driving duties in that Roster Cycle will not forfeit the Additional Hours component for that Roster Cycle.

31. OVERTIME

- 31.1 Overtime shall be such time as identified in subclauses 31.3, 31.5 and 31.6 of this clause and subclause 1(l) ii of Appendix 1 – Rostering Code of Practice of this Agreement. Overtime will be paid at 1.7 times the Hourly Base Rate for the applicable classification
- 31.2 All time counted as Overtime must be time worked as rostered, required by the Company or agreed to be worked by the employee concerned.
- 31.3 **Excess hours over total Roster Cycle:** Where an employee is required to perform hours in excess of 168 hours in a Roster Cycle, all such time shall be deemed to be Overtime.
- 31.4 Excess hours over 168 hours during a Roster Cycle shall be worked on a voluntary basis, at the employee's discretion
- 31.5 **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, (refer to clause 36 – Maximum Hours on Duty During Emergencies) all such excess time shall be deemed to be Stand Alone Overtime and paid with the applicable multiplier as set out in subclause 31.1 of this clause.
- 31.6 **Work on a Book off day**
 - 31.6.1 **Time worked to stand alone:** Any time worked on a Book off day shall be paid as Stand Alone Overtime, using the multiplier in subclause 31.1
 - 31.6.2 **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.
 - 31.6.3 **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.

32. SHIFT CHANGES

- 32.1 An employee may be advised of a shift change to a (posted) 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 of the original rostered time for the shift.
- 32.2 **Notice period**
 - 32.2.1 The AM advice period will be used for shifts commencing between 0000-0600 as set out in Appendix 1 – Rostering Code of Practice; and,
 - 32.2.2 The PM advice period will be used for shifts rostered after 0600 as set out in Appendix 1 – Rostering Code of Practice

33. LIFT UP / LAY BACK

- 33.1 **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 (as described in subclause 32.1 – Shift Changes).

- 33.2 **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 (as described in subclauses 32.1 and 32.2).
- 33.3 **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.
- 33.4 **Lift up/lay back period may be extended:** Should a driver 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 Base Rate and these extra hours will Stand Alone from the Roster Cycle.
- 33.5 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.
- 33.6 Once called at barracks the Train Crew will be signed on at the times associated with that call.
- 33.7 **Lift Up following a book off day:** An employee cannot be lifted up before 0600 following a book off day rostered in accordance with subclause 37.2, or 0500 hours following a book off day rostered in accordance with subclause 37.3, unless by mutual agreement.

34. SHIFT CANCELLATIONS

- 34.1 Where shifts are cancelled and alternate work cannot be provided, crews will receive six (6) hours payment credited to their Roster Cycle hours for the period.
- 34.2 If a train operations shift is cancelled and subsequent advice to the employee that the next rostered shift is to be a non- train operation shift then the minimum shift payment will be four (4) hours.

35. SHIFT LIMITS

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

Type of Working	Crew Combination	Maximum Rostered Shift Length (sign on to sign off)
Mainline	2 route-qualified Mainline Drivers	12 hrs
	1 route-qualified Mainline Driver + 1 non route-qualified Driver or Driver in Training; or, 1 Qualified Driver Trainer + 2 nd Person	11 hrs
	1 route-qualified Mainline Driver + 2 nd Person	10 hrs
4 person Push Pull	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 nd Persons	10 hrs
3 person Push Pull	3 route-qualified Mainline Drivers	12 hrs
	2 route-qualified Mainline Drivers + 1 non route-qualified Mainline Drivers or Driver in Training	11 hrs
	2 route-qualified Mainline Drivers + 2 nd Person	10 hrs
Shunting and/or Provisioning Shifts Roll-by Shift	All combinations	10 hrs (can be extended by mutual agreement)
DOO Shunting DOO Mainline 2 person Push Pull	DOO qualified Drivers	9 hrs
Dump Station Inspections	Qualified Employee	12 hrs

35.2 **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.

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

35.4 **Limits on car driving**

35.4.1 Where a shift includes train operations and car driving a maximum of two hours car driving may be rostered between the hours of 2200 to 0600.

35.4.2 After a crew has been on duty for 10 hours no car driving may be rostered except where the crew is within one hour's drive of their home depot , in which case the crew may drive a car to that depot.

35.4.3 Where out of course running, or other unforeseen circumstances, would result in an employee driving a car contrary to the provisions of 35.4.1 and 35.4.2 above, the situation will be managed between Live Run and the employee(s) concerned in accordance with the Company's fatigue management processes.

35.5 **Minimum Shift Provisions**

35.5.1 **Non train operations:** Minimum length of a shift for payment purposes is to be four (4 hrs) for Overtime callout, travel passenger, & non train operations (eg training, meetings etc).

35.5.2 **Train operations:** Minimum length of a shift for payment purposes is to be six (6 hrs) for train operation shifts

35.5.3 **Medicals:** Minimum length of a shift for payment to attend required medical examinations (non-workers comp) is to be an 8 hours. Employees are expected to attend the pathology appointment in their own time, at least 3 days prior to the required medical examinations.

- 35.6 **Maximum shifts in a 14 day period:** A maximum number of 6 x 12 hour shifts are to be worked in any 14-day period, with a 12 hour shift being defined as any shift in excess of 11 hours.

36. MAXIMUM HOURS ON DUTY DURING EMERGENCIES

- 36.1 In case of an emergency, employees must be relieved and signed off from duty after a maximum period of 16 hours.
- 36.2 An emergency means, an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which:
- 36.2.1 Endangers, or threatens to endanger, the safety of persons or
- 36.2.2 Destroys or damages, or threatens to destroy or damage property.
- 36.3 In all cases extended hours in these circumstances are subject to the employee's indication of fitness to continue.
- 36.4 Where an emergency occurs, no safeworking is to be performed by the affected employee after having completed 12 hours from sign on.
- 36.5 The above clause is exclusive of a driver only shift which is a maximum of 9 hours under such circumstances.

37. BOOK OFF DAYS

- 37.1 **Number of Book Offs:** An employee shall be entitled to two book off days per week, or alternatively four Book Offs per fortnight.
- 37.2 **Commencement and duration:** Book Offs shall commence at 0000 hours and shall be
- 37.2.1 a minimum of thirty hours duration, in the case of single days; and
- 37.2.2 30 hours from midnight and then 24 hours on consecutive days for multiple book offs.
- 37.3 Where required, Book Off Days may commence at 2300 hours and work is to recommence at 0500 hours to facilitate train working. These 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.
- 37.4 **To be posted:** Book Off Days shall be posted by the Company on a master roster available for viewing by any employee;
- 37.5 **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.
- 37.6 **Rostered weekends off**
- 37.6.1 Regular rostered weekends off are to apply at all Train Crew depots.
- 37.6.2 The rostered weekends off are defined as being either the period from 2300 hours Friday to 0500 Monday or the period from 0000 Saturday to 0600 Monday.
- 37.6.3 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 four (4) weekends in a row to meet this requirement.
- 37.6.4 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:
- a) hours worked will be counted as part of the Roster Cycle; and
 - b) a penalty calculated as 0.7 times the Hourly Base Rate is added to the Ordinary Hours pay for those hours worked.
- 37.6.5 If an employee breaks the ratio by doing call outs or by a mutual swap of shifts, the penalties do not apply.
- 37.6.6 The requirements of this clause can be relaxed or modified at individual depots by mutual agreement of the Company and local staff.

38. MANDATORY REST DAYS

- 38.1 **Consecutive shifts:** Mandatory Rest Days will be provided after having worked 11 consecutive shifts inclusive of sick leave in any 14 day period.
- 38.2 **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.
- 38.3 **No circumvention of entitlement:** Employees and/or the Company cannot circumvent the provisions of subclause 38.1

39. MEAL BREAKS

- 39.1 **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.
- 39.2 **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
- 39.3 **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. Where agreement cannot be reached on a reasonable time to take the meal, the meal break is to commence between the third and fifth hours of the shift.
- 39.4 **DOO:** An employee 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 when stationary as arranged between the Driver and Train Control Officer.

40. SHIFT EXCHANGE

Employees may mutually exchange shifts subject to:

- 40.1 operational requirements; and,
- 40.2 fatigue management principles; and,

- 40.3 prior consent by the supervisor; and,
- 40.4 the arrangement being cost neutral to the Company.

41. INTERVALS BETWEEN SHIFTS

Employees will be provided with the following minimum intervals between shifts:

- 41.1 At their home base: 12 hours
- 41.2 At barracks:
 - 41.2.1 The minimum break will be 8 hours.
 - 41.2.2 Where available, a 10 hour break will be provided. Such a break may be reduced to no less than 8 hours to facilitate efficient train running, or, at the request of the employees, to facilitate an earlier return to home base.
 - 41.2.3 It is not intended that the provisions of paragraph 41.2.2 above be used for the *ad hoc* lifting up of a crew for early departure.

42. BARRACKS WORKING

- 42.1 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.
- 42.2 Train Crew are to only be rested away/booked off away from their nominated Home Station once before returning back to their nominated Home Station.
- 42.3 Payment for resting in excess of 12 hours:
 - 42.3.1 When resting away from the initial sign on location, employees will receive payment for all hours in excess of twelve (12) hours.
 - 42.3.2 All hours from the thirteenth hour and up to the sign on time will Stand Alone from working hours and will not be credited against the Roster Cycle hours, such hours to be paid at the aggregate rate of pay.

PART 5 - LEAVE

43. NATIONAL EMPLOYMENT STANDARDS

- 43.1 Part 5 – Leave describes the National Employment Standards (NES) entitlements and may also provide terms that supplement or are ancillary to the entitlements in the NES.
- 43.2 The parties acknowledge that the clauses contained in Part 5 apply only to the extent that they are not detrimental to an employee in any respect when compared with the NES.

44. ANNUAL LEAVE RATE OF PAYMENT

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

45. ANNUAL LEAVE CONDITIONS

- 45.1 **Entitlement**
- 45.1.1 Full time (shift work) employees shall be entitled to 5 weeks annual leave per year.
- 45.1.2 To avoid doubt, this means a full time (shift work) employee (other than a casual employee) who is covered by this agreement shall be entitled to be absent from work on paid leave for a period of 5 calendar weeks, whether taken consecutively or not.
- 45.2 **Pro rata entitlement:** Employees engaged on a part time, fixed term or temporary basis (but not a casual basis) shall be entitled to accrue annual leave on a pro rata basis provided they are engaged for at least four consecutive weeks in any one year.
- 45.3 **Annual leave commencement time:** When commencing annual leave (in blocks of five days or greater) no work is to be performed after 1800 hours the day prior to the commencement of leave.
- 45.4 **Conditions for accrual and taking annual leave**
- The taking of annual leave shall be subject to the following:
- 45.4.1 **Approval to take annual leave**
- a) All annual leave, whether current entitlement or accrued, shall be taken at a mutually convenient time.
- b) In the absence of agreement on the taking of annual 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.
- 45.4.2 **Accrual**
- a) Annual leave shall accrue from month to month. Annual leave or any portion accrued may be granted to an employee by the Company at such time as approved by the Company..
- b) Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.

- c) Annual Leave cannot be accrued in excess of ten (10) weeks unless agreed between the employee and the Company.

45.5 Annual Leave exclusive of other leave

45.5.1 A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with clause 47 -Long Service Leave; clause 48 - Public Holidays, clause 49 Personal / Carer's Leave; clause 50 - Compassionate Leave; clause 52 -Voluntary Emergency Management Leave; clause 53 - Military Leave; and clause 54 - Jury Duty.

45.5.2 This means an employee is not taken to be on annual leave when on any other paid leave type as listed previously and any annual leave taken for that period should be recredited.

45.6 **Termination:** On termination of employment, any unused annual leave shall be paid to the employee.

46. ANNUAL LEAVE LOADING

Leave loading of 20% shall be paid in addition to the pay set out in clause 44 whenever an employee proceeds on annual leave.

47. LONG SERVICE LEAVE

47.1 **Entitlement:** The terms of the relevant State Long Service Leave legislation shall apply, to those employees based in that State.

47.2 **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:

47.2.1 redundancy; or,

47.2.2 ill health where the employee is certified permanently unfit to perform the duties of their appointed position.

47.3 **Long Service Leave re-credited in certain circumstances:** Where an employee is sick while on long service leave for a period in excess of five days, and that period is supported by a medical certificate or statutory declaration recognised by the Company, the period of long service leave, will be re-credited for the period (covered by the medical certificate/statutory declaration) unless otherwise agreed. Personal Leave will be adjusted to reflect the leave re-credited from Long Service Leave.

48. PUBLIC HOLIDAYS

48.1 Prescribed Public Holidays

An employee shall be entitled to holidays without loss of pay on the following days. No substitution under any State law will apply to the below dates:

New Year's Day,	1 January
Australia Day	26 January
Good Friday,	as gazetted
Easter Saturday,	as gazetted

Easter Monday,	as gazetted
Labour Day	as gazetted
Anzac Day	25 April
Queen's Birthday	as gazetted
Christmas Day,	25 December
Boxing Day,	26 December

One other day as determined by mutual agreement between the Company and employees covered by this agreement.

48.2 **Working on a Public Holiday:** Where an employee is required to work on a public holiday that employee shall be entitled to the following:

48.2.1 **Rostered to work on a Public Holiday**

- a) payment for the actual hours worked on the public holiday at 1.5 times the ordinary rate, plus
- b) payment for hours worked in the shift on either side of the public holiday at the ordinary rate; plus
- c) payment of eight point four hours (8.4hrs) at the ordinary rate for the public holiday
- d) where:
 - i) the hours worked are counted as part of the Roster Cycle
 - ii) the ordinary rate per hour for the purpose of this clause is the Weekly Aggregate divided by 42.

48.2.2 **Called in to work on a Public Holiday**

- a) payment of all hours worked on the shift at 1.7 times the ordinary rate; plus
- b) payment of eight point four hours (8.4hrs) at the ordinary rate for the public holiday
- c) where:
 - i) the hours worked are Stand Alone;
 - ii) the calculation of the ordinary rate is the same as for paragraph 48.2.1.

48.3 **Booked off on a Public Holiday:** Where an employee is not required to work on a Public Holiday or is rostered off, the employee will be paid eight (8) hours at the ordinary rate of pay. These eight (8) hours are included as ordinary working time for the Roster Cycle.

48.4 **Part-time employees:** Part time employees shall be entitled to Public Holidays provided the holidays occur on a day which the employee normally works and this will be paid as set out in paragraph 48.2.1.

48.5 **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 Base Rate for the hours worked on the day.

48.6 **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.

49. PERSONAL / CARER'S LEAVE

- 49.1 **Purpose:** Personal/Carer's leave is for the purpose of providing income for full and part time employees unable to attend work due to personal injury or illness or unexpected emergency of a member(s) of their immediate family/household that requires the employee to care for or support that person..
- 49.2 **Other reasons:** Based on operational requirements and subject to approval, the Company employees may also make application in advance with their supervisor to access personal/carer's leave for the following reasons:
- 49.2.1 **Blood donors:** Registered Blood Donors to donate blood without loss of pay on no more than four occasions per year, if required.
- 49.2.2 **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.
- 49.2.3 **NAIDOC:** National Aboriginal and Islander Day of Celebration (NAIDOC):
- a) Employees identifying as Aboriginal or a Torres Strait Islander may be granted up to one (1) day of personal/carer's 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.
- 49.3 **Immediate family:** The term immediate family includes:
- 49.3.1 Partner (including a former partner, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who lives with the employee in a relationship as a couple on genuine domestic basis; and,
- 49.3.2 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 partner of the employee
- 49.4 **Entitlement**
- 49.4.1 **Annual entitlement:** Full time employees are entitled to 13 days Personal/Carer's leave per year (pro rata for part-time employees).
- 49.4.2 **Indefinite accrual:** Unused personal/carer's leave will accrue indefinitely.
- 49.4.3 **Other leave use:** Employees may elect to use annual leave as additional personal/carer's leave. This will only apply in respect to subclause 49.2 - Other Reasons.
- 49.5 **Unpaid Carer's leave:** subject to subclause 49.7 an employee may elect to take unpaid leave for the purpose of providing care to a family member who is ill.
- 49.6 **Additional unpaid leave to be approved**

- 49.6.1 Additional unpaid personal leave may be granted upon the production of a medical certificate or statutory declaration.
- 49.6.2 Leave without pay is only available once all personal leave has been exhausted.
- 49.7 **Conditions for use of Personal Leave:** The use of personal leave is subject to the following conditions:
 - 49.7.1 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;
 - 49.7.2 An employee shall not be entitled to paid personal leave in respect of other than Roster Cycle hours of employment.
 - 49.7.3 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.
 - 49.7.4 An employee must advise the Company of their intention to resume duty as soon as they become aware of their ability to do so.
- 49.8 **Leave taken with or without medical certificates etc**
 - 49.8.1 **When medical certificates are required:** Medical certificates or statutory declarations are to be provided for all absences except in the following circumstances:
 - a) **Maximum days per year without proof:** The employee may, without the production of a medical certificate/statutory declaration, take five days personal leave in any year of service.
 - b) **Maximum consecutive days without certificate:** The maximum number of consecutive days that will be granted without a medical certificate/statutory declaration shall be three.
 - 49.8.2 **When medical certificates are not required**
 - a) An employee shall not be required to furnish a medical certificate/statutory declaration in respect of any period whilst an in-patient at a registered hospital; or,
 - b) Where the employer's medical examination of an employee indicates an unfitness for duty following that medical examination.

50. COMPASSIONATE LEAVE

- 50.1 **Entitlement:** An employee is entitled to up to three days compassionate leave for each occasion when a member of the employee's immediate family:
 - 50.1.1 Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 50.1.2 Sustains a personal injury that poses a serious threat to his or her life; or
 - 50.1.3 Dies.
- 50.2 An employee wishing to access leave under this clause must notify the Company in accordance with clause 49.7.3 above.
- 50.3 The Company may require an employee taking leave under this clause to provide documentary evidence of the illness, injury or death of the member of the employee's immediate family.

- 50.4 In this clause “immediate family” has the same meaning as in subclause 49.3 above.
- 50.5 An employee, other than a casual employee, taking leave under this clause will be paid for rostered working time lost as a result of taking the leave.

51. TRAUMA LEAVE – ASSOCIATED WITH SERIOUS ACCIDENTS OR INCIDENTS

- 51.1 **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.
- 51.2 **Where a near miss occurs – employee is 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
- 51.3 **Where a fatality occurs – employee is replaced:** In the event of a fatality the Company shall ensure that:
 - 51.3.1 the employee/s is replaced on the day concerned by a suitably qualified employee; and
 - 51.3.2 the employee/s is provided with transport to their home or their home base, as elected by the employee/s; and,
 - 51.3.3 the employee/s is provided with up to two days paid leave to receive psychological counselling from a qualified practitioner.

52. VOLUNTARY EMERGENCY MANAGEMENT LEAVE

- 52.1 Voluntary Emergency Management Leave is derived from the Fair Work Act provisions for Community Service Leave and means:
 - 52.1.1 an activity that an employee engages in on a voluntary basis
 - 52.1.2 that relates to an emergency or natural disaster and
 - 52.1.3 the employee is a member or quasi member of an emergency management body; and,
 - 52.1.4 the employee was requested or would have been requested by that body to engage in the activity.
- 52.2 Employees who are members of a recognised emergency management body (e.g. Country Fire Service, State Emergency Services) as defined by the Fair Work Act 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 must advise their Manager immediately when notified that they are required for duty in an emergency, or as soon as is reasonably practicable and of the expected period of absence.
- 52.3 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.
- 52.4 Emergency leave is unpaid leave, however for such absences an employee may apply for and will be granted paid leave from their accumulated annual leave or take leave without pay.

53. MILITARY LEAVE

- 53.1 Subject to legislative requirements, military leave may be granted to employees who are volunteer part-time members of the Australian Defence Forces.
- 53.2 Military leave is unpaid leave, however for such absences an employee may apply to use leave from their accumulated annual leave, where they are not being paid for service, or may apply for leave without pay.

54. JURY DUTY

- 54.1 Where an employee (other than a casual) is required for jury service during their ordinary working hours the Company will make up the difference between the daily attendance fee paid by the Court and the employee's normal wage.
- 54.2 To ensure that the employee does not suffer any hardship during a period of jury service, the Company will, in good faith, pay the employee their normal wage while on jury service, provided that the employee reimburses the Company the payment that the employee receives from the Court.
- 54.3 **Procedural requirements:** The employee must provide the Company with:
 - 54.3.1 Notification as soon as possible of the date upon which the employee is required to attend for jury service.
 - 54.3.2 Evidence that the employee has taken all necessary steps to obtain any amount of jury service pay that the employee may be entitled to under relevant laws;
 - 54.3.3 The payment received from the court for attendance, together with evidence of that amount (even if the amount is nil);
 - 54.3.4 Evidence of their attendance, including the duration of such attendance.

55. PARENTAL LEAVE

- 55.1 **Employees covered:** The provisions of this clause apply to permanent full time, part-time employees and casual employees in accordance with paragraph 9.3.4.
- 55.2 **Leave types covered:** Subject to the terms of this clause, employees are entitled to parental leave, concurrent leave and adoption leave.
- 55.3 **Definitions**
 - 55.3.1 For the purpose of this clause child means: a child of the employee under the age of one year; or,
 - 55.3.2 **Adoption:** In the case of adoption of a child, a 'child' means:
 - a) A person under the age of sixteen years who is placed with the employee for the purposes of adoption; other than,
 - b) A child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - 55.3.3 Subject to paragraph 55.3.4, spouse includes a de facto or former spouse.

55.3.4 In relation to paragraph 55.3.2 - Adoption, spouse includes a de facto spouse but does not include a former spouse.

55.4 **Basic entitlement**

55.4.1 **12 months leave after 12 months service:** After twelve months continuous service, parents are entitled to a combined total of 12 months parental leave on a shared basis in relation to the birth or adoption of their child in accordance with the National Employment Standards.

55.4.2 **Paid Leave entitlement**

- a) For females, six (6) weeks paid maternity leave may be taken; and,
- b) For males, six (6) weeks paid paternity leave may be taken.
- c) For adoption, six (6) weeks paid adoption leave may be taken.

55.4.3 The remaining forty six (46) weeks unpaid parental leave may be made up of annual leave and/or leave without pay.

55.4.4 **Only one parent at a time with one exception:** Subject to the maximum entitlement in paragraph 55.4.1, parental leave is to be available to only one parent at a time, being the primary care giver in a single unbroken period, except that both parents may simultaneously take an unbroken period of up to three weeks at the time of the birth or placement of the child.

55.5 **Parental leave notification**

55.5.1 **Notice to Company:** An employee must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks; or,
- b) of the date on which the employee proposes to commence parental leave and the period of leave to be taken - at least four weeks.

55.5.2 **Notice to include statutory declaration:** When the employee gives notice under paragraph 55.5.1 the employee must also provide a statutory declaration stating that they will be the primary care giver, particulars of any period of parental or concurrent leave sought or taken by their spouse and that for the period of parental leave the employee will not engage in any conduct inconsistent with her contract of employment.

55.5.3 **No breach:** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

55.5.4 **Six weeks prior to birth:** Subject to subclause 55.4 - Basic Entitlement, and unless agreed otherwise between the Company and employee, a pregnant employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

55.5.5 **Medical certificate and fitness for work:** Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Company may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

- 55.6 **Special maternity leave**
- 55.6.1 ***Pregnancy terminated – other reasons:*** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 55.6.2 ***Illness not related to pregnancy:*** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 55.6.3 **Illness related to pregnancy**
- a) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
- b) The aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 55.7 ***Return to work:*** Where leave is granted under subclauses 55.4 or 55.6, during the period of leave an employee may return to work at any time, as agreed between the Company and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 55.8 **Concurrent leave**
- 55.8.1 An employee will provide to the Company at least ten weeks prior to each proposed period of concurrent leave, the following;
- a) A certificate from a registered medical practitioner which names the employee's spouse, stating that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- b) Written notification of the dates on which the employee proposes to start and finish the period of concurrent leave; and
- c) A statutory declaration stating:
- i) Particulars of any period of parental leave sought or taken by the employees spouse; and
- ii) that for the period of concurrent leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- 55.8.2 ***No breach if compelling circumstances:*** The employee will not be in breach of paragraph 55.8.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- 55.9 **Adoption leave**
- 55.9.1 ***10 weeks notice of requirement for adoption leave:*** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

55.9.2 **Statutory declaration:** Before commencing adoption leave, an employee will provide the Company with a statutory declaration stating:

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

55.9.3 **Confirmation from Government** - The Company may require an employee to provide confirmation from the appropriate government authority of the placement.

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

55.9.5 **No breach if compelling circumstances:** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

55.9.6 **Entitlement**

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

55.10 **Variation of period of parental leave**

Unless agreed otherwise between the Company and employee, an employee may apply to the Company to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

55.11 **Parental leave in conjunction with other leave entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

55.12 **Transfer to a safe job**

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

55.12.2 ***Paid No Safe Job Leave:*** If the transfer to a safe job is not practicable, the Company must pay the employee Paid No Safe Job Leave at the employees base rate of pay for the risk period prior to the birth of the child. In the 6 week period prior to the birth the Company may ask for a medical certificate about the employees fitness to continue to work and within 7 days of that request ask the employee to commence unpaid parental leave if the employee is not fit to work. The request to commence unpaid parental leave can occur if no medical certificate is provided within 7 days.

55.13 **Returning to work after a period of parental leave**

55.13.1 ***4 weeks notice of return:*** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

55.13.2 **Return to previous position**

- a) ***Previous position:*** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to Clause 54.11, the employee will be entitled to return to the position they held immediately before such transfer.
- b) ***Other positions:*** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- c) ***Part time:*** Employees shall notify the Company if they wish to return to work on a part-time basis. Part-time employment shall be considered depending on operational requirements.

55.14 **Replacement employees**

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

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

PART 6 – EMPLOYMENT RELATIONS

56. INTRODUCTION OF CHANGE

56.1 Company's duty to notify

56.1.1 *Definite decision for change made by the Company:* 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 their nominated representatives.

56.1.2 'Significant Effects' include;

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

56.1.3 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.

56.2 Company's duty to discuss change

56.2.1 Where changes are proposed to be introduced as set out in subclause 56.1, the Company shall discuss with the affected employees and their nominated representatives if requested by the employees:

- a) the effects the changes are likely to have on employees,
- b) 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.

56.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 56.1.

56.2.3 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:

- a) the nature of the changes proposed;
 - b) the expected effects of the changes on employees; and,
 - c) any other matters likely to affect employees,
- 56.2.4 Provided that the Company shall not be required to disclose confidential information, of which the disclosure would be contrary to the Company's interests.

57. CONSULTATIVE COMMITTEE

57.1 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.

57.2 Consultation Committee

- 57.2.1 The committee shall be a forum for the discussion of any matters that the Company and employees and their nominated representatives agree to discuss
- 57.2.2 The rules of the committee operative at the date of lodgement of this Agreement, shall be adhered to for the life of this Agreement and these rules can be varied during the life of this Agreement only by agreement.
- 57.2.3 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.

58. DISPUTE SETTLING PROCEDURE

- 58.1 This procedure shall be used to resolve workplace disputes, including disputes about any matters arising under this Agreement, and any matters relating to the National Employment Standards.
- 58.2 **Dispute settling steps**
 - 58.2.1 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.
 - 58.2.2 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).
 - 58.2.3 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.
 - 58.2.4 If the dispute remains unresolved after the procedures specified in subclause 58.1 have been concluded, the matter shall be referred to Fair Work Australia for resolution. Fair Work Australia shall have all the procedural powers it considers necessary or appropriate for the resolution of the dispute where the parties agree to vest Fair Work Australia with such powers on a case by case basis
- 58.3 **Normal operations to continue:** While the above procedures are being followed, all work shall continue as normal prior to the dispute occurring.

- 58.4 **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.
- 58.5 **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.
- 58.6 **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 subclause 56.1 is completed there is a 48 hour cooling off period between each step.

59. WORKPLACE REPRESENTATIVE RIGHTS

- 59.1 The Company recognises the role of workplace representatives and will permit such representatives to perform their role without discrimination. This clause is subject to the representatives concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement. The Company recognises that a union covered by this agreement may have workplace representatives in the workplace.
- 59.2 It is further recognised that workplace representatives represent employees at the workplace and will be allowed reasonable time to attend to any work related matters, without limitation, on behalf of employees but must advise their supervisor prior to attending to any such matters.
- 59.3 The Company will allow workplace representatives reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace representative will be subject to the representative complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.
- 59.4 Workplace representatives will be entitled to reasonable unpaid time off to attend meetings, congresses and conferences, including those that may be arranged by a union covered by this agreement subject to operational constraints. Workplace representatives seeking such leave are required to give two (2) weeks notice and the Company will not unreasonably refuse to approve such leave.
- 59.5 The Company will provide a lockable notice case to be used by workplace representatives for posting formal notices which may include notices from a union covered by this agreement, signed off by the representative/s and or a Union official of a union covered by this agreement.
- 59.6 Special paid leave, at the hourly base rate, will be granted to employees of the Company for the time they would have been performing their rostered hours if the employees:
- 59.6.1 are elected as a workplace representatives; or
 - 59.6.2 are elected through the Australian Electoral Commission as workplace representatives of a union which is covered by this agreement,

to attend the Union's National Council; National Executive, Branch Council, Branch Executive or Divisional Committee meetings, or an otherwise equivalent.

59.7 The special paid leave will be available subject to operational requirements and approval and will not be unreasonably withheld. To be eligible for special paid leave, the employee:

59.7.1 is required to apply for leave at least four (4) weeks prior to the meeting; and,

59.7.2 is required to provide documentary evidence, signed by either an appropriate authorised Officer or the appropriate authorised officer of the Union which is covered by this agreement, that they are either an elected workplace representative or elected workplace representative of the Union and are required to attend the meeting. This documentation must also include the duration of the meeting.

60. WORKPLACE RELATIONS TRAINING

60.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between the Company and its employees.

60.2 It is recognised by the Company that where appropriate, unions covered by this agreement will identify appropriate training course content and ensure that all training of this content is delivered by appropriately qualified trainers to appropriate workplace representatives. Unions covered by this agreement will fund all costs associated with the development and delivery of that specific workplace relations training programmes.

60.3 Subject to operational requirements, the Company will allow a maximum of up to 3 days per nominated employee each calendar year to attend training under this arrangement provided that no more than 3 employees at each work site will be considered for this leave in any calendar year.

60.4 Any time paid provided under this clause will be paid at the hourly base rate of pay only.

PART 7 - SIGNATORIES


SIGNATURES

Signed for and on behalf of Interail Australia Pty Ltd

 _____ Signed Date 3 / 2 / ~~2009~~²⁰¹⁰

Name: Gary Molloy
Position: General Manager Interail
Address: 133 Stubbs Street
Kensington Vic. 3031

Signed for and on behalf of the employees of Interail Australia Pty Ltd (Intermodal Operations)

 _____ Signed Date 4 / 2 / ~~2009~~^{2010 AB.}

Name:
Position: National Secretary, Australian Rail Tram and Bus Industry Union
Address: 83 Renwick Street, Redfern New South Wales

APPENDIX 1 - ROSTERING CODE OF PRACTICE

- 1 **Rostering principles:** As per the Provision contained in Clause 55, the consultative committee shall assist management 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) 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.
 - (e) 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.
 - (f) 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.
 - i) AM Period — between the hours of 0900 — 1130
 - ii) PM Period — between the hours of 1500 — 1730
 - (g) 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.
 - (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) 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 35.1 and 35.2 shall apply.
 - (l) Work as Required (WAR)
Work as Required 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 WAR day and is advised after the advice period, they will be paid as a Stand Alone overtime shift.

2 Barracks Working

Booked off once: Train Crew are to only be rested / booked off from their Home Station once before returning back to their nominated Home Station.

3 List of Multiple Sign On Points

In respect of Yennora	In respect of Newcastle	In respect of Dynon	In respect of Loadstone	In respect of Adelaide
Chullora	Broadmeadow	Altona Somerton Melbourne Docks	Acacia Ridge	Dry Creek Port Flat Kilburn

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

APPENDIX 2 - PUSH-PULL OPERATIONS - TERMS & CONDITIONS

2.1 3 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.

2.2 2 Person Push-Pull Operations

- (a) These terms and conditions are regarded as the conditions peculiar to two person Push-Pull Operations.
- (b) Two person Push-Pull Operations shall be crewed by two DOO and route qualified drivers.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.
- (d) All locomotives must be approved DOO Mainline locomotives.

2.3 **No agreement:** In the event of disagreement the Dispute Settling Procedure will apply.

APPENDIX 3 - REMOTE CONTROL SHUNTING

- 3.1 The Company may during the life of this agreement, wish to evaluate the use and introduction of new technology in its operations, such as:
- Remote Control Shunting.
 - Remote Control Loading / Unloading, Remote Control Shunting Tractor.
- 3.2 This will be subject to consultation and a business case proposal.
- 3.3 The introduction of this working will attract a minimum allowance of 9%.

APPENDIX 4 - RELAY WORKING

4.1. Definitions

“Relay Working” is the method of crewing a train to permit continuous operation of the train and requires employees to rotate between work on the locomotive(s) and resting/sleeping in a crew van that is part of the train. For this Agreement, it also includes shunting work in Adelaide and Perth as is the current practice.

4.2. Application

- 4.2.1 This Appendix covers matters pertaining to the Company's train operations between Adelaide and Forrestfield (the corridor”) for the services which are crewed by Train Crew based at the Company’s Adelaide Depot.
- 4.2.2 The intent and contents of this Appendix are to be read in conjunction with the other parts of this Agreement. If there is any conflict between this Appendix and other parts of the Agreement, then the provisions of this Appendix will prevail for the Relay Working operation.
- 4.2.3 The content of this Appendix is not intended to alter any of the terms or conditions of employment for staff employed elsewhere in Australia under this Agreement. Should an employee, from elsewhere in Australia, elect to perform Relay Working then they shall be covered by the provisions of this Appendix for that work.

4.3 Operation of Relay Working

- 4.3.1 The parties agree to Relay Working being used as an option available to the Company for trains running in both directions on the corridor.
- 4.3.2 All persons employed by the Company to perform Relay Working on the corridor will be employed on a permanent full time basis with the Company.

4.3.3 Working Arrangements

- 4.3.3.1 A train may be crewed in accordance with the available crewing configurations provided for in this Agreement for different parts of a train’s journey.
- 4.3.3.2 Relay crews shall comprise of a four person crew (two working / two resting) in accordance with the following trip, shift, rest limitations:

4.3.3.3	Maximum duration of relay trip*	Maximum work shift per rotation	Minimum rest break per rotation
	54 hours	9 hours	8 hours

* The maximum duration of a relay trip is calculated from sign on at home location to sign off at the home location. Or, in the case of a relay trip that involves a book off away from the home location then the outward and return trips will be calculated as discrete trips.

- 4.3.3.4 Relay Working may involve trips where the operation is continuous and the crew cycles through the work / rest rotation for the full duration of the relay job. In other circumstances the relay operation may involve the train terminating and the whole crew going to rest in accommodation away from the crew van.

- 4.3.3.5 There may be some circumstances where the whole crew may be required to rest in the crew van. This may arise due to the operation requiring a quick turnaround and / or there being no suitable accommodation. Where such circumstances are proposed the employees involved shall be consulted prior to the operation being implemented.
- 4.3.3.6 Relay work / rest rotations will be determined through consultation having regard for the length of the trip, operational requirements, the equal allocation of work / rest and the collective preferences of the employees required to undertake the work.

4.3.4 Rostered Rest Arrangements

- 4.3.4.1 An employee is entitled to a minimum rest period of 24 hours prior to the commencement of a relay job.
- 4.3.4.2 An employee may request to commence a relay job prior to the minimum rest period however, such requests will be subject to the employee meeting fatigue management principles.
- 4.3.4.3 Relay trips involving book offs shall have the following minimum rostered rest periods at the book off location:

Following a relay trip	Of up to 32 hours -	10 hours
	Over 32 hours -	12 hours

- 4.3.4.4 Where operational / return working requirements are such that the prescribed minimum rest periods may be impacted then the minimum break is to be accommodated by the two crews having staggered sign off / sign on times as follows:
- (a) one crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest; and/or
 - (b) where there is terminal / preparation work to be performed before departure one crew signing on earlier to undertake this work.
- 4.3.4.5 On return to the employee's home location following a relay operation the employee shall be entitled to a minimum break as follows:

Type of Relay Trip	Duration of Relay Trip	Minimum Break at Home
Trips not involving a book off and the relay trip is -	24 hours or less	14 hours
	>24 hours & < 32 hours	16 hours
	>32 hours & < 54 hours	30 hour RTO from midnight on the day of book off
Trips involving a book off and the return relay trip is-	24 hours or less	28 hours
	>24 hours & < 32 hours	32 hours
	>32 hours & < 40 hours	36 hours
	>40 hours & < 48 hours	58 hours and no earlier than 0700 hours after 2 nights in bed.
NB: These breaks are for crews working relay on both the out and back trips.	>48 hours & < 54 hours	62 hours and no earlier start than 0700 hours after 2 nights in bed

- 4.3.4.6 For the purpose of covering unplanned matters such as; short notice absences, out of course working and emergencies (as defined), an employee may, at the employee's discretion, resume earlier than the prescribed minimum hours. Employees may only resume work if they meet fatigue management principles.

4.3.4.7 An employee may request to resume work prior to the minimum rest period however, such requests will be subject to the employee meeting fatigue management principles.

4.3.5 Remuneration

4.3.5.1 During a relay operation time spent working will be paid at the employee's full aggregate hourly rate as specified in subclause 28.4 - Remuneration of this Agreement.

4.3.5.2 During the relay operation for the service Forrestfield to Adelaide and return, time spent resting / sleeping in the crew van will be paid 100% payment whilst resting and for that time to count as working time.

4.3.5.3 Overtime for crews working 100% Relay Working , shall be paid at 1 times the full Aggregate rate for all hours in excess of 168 per 4 weeks cycle.

4.3.5.4 Where Relay Working forms part of a general roster, which includes other types of working (other than Terminal work associated with Relay Working) then all Overtime will be paid at 1.7 times the rate as provided for in subclause 31.1- Overtime of the Agreement.

4.3.6 Expenses

When performing Relay Working the employee will be paid away from home allowance in accordance with paragraph 29.6.1 of this Agreement. That is, the allowance will be paid for each 8 hours, or part of 8 hours, calculated from the time of signing on at the home location to the time of signing off at the home location.

4.3.7 Miscellaneous Conditions for Resting

4.3.7.1 No barracks to be undertaken at the home location

4.3.7.2 When resting away from the initial sign on location, for Relay Working only, employees will receive payment for all hours in excess of ten (10) hours.

4.3.7.3 All hours when resting away from the initial sign on location, for Relay Working only, from the start of the eleventh (11) hour and up to the sign on time will Stand Alone from working hours and will not be credited against the roster cycle hours, such hours to be paid at 1 x the full aggregate rate

4.3.7.4 All Crew Vans will conform to the agreed set of standards included in this Appendix.

4.4 Consultation

4.4.1 Implementation of new (or revised) Relay Working will, in addition to satisfying any regulatory requirements, be subject to consultation between the employer and the employees required to undertake the work and where the employee so choose the employee's representative. This consultation shall include discussion on issues such as, but not limited to:

- (a) Frequency of relay operations;
- (b) Rostering considerations
- (c) Distribution of work through the roster;
- (d) Fatigue management considerations;
- (e) Relay Operation Working time;
- (f) Crewing configurations
- (g) Time spent in crew van; and
- (h) Crew amenities.

4.4.2 Should the Company propose to introduce Relay Working outside of the corridor provided in this Agreement , then consultation and agreement is to occur with all employees of the Company, who are affected by the proposed changes; and the RTBU (subject to that Union notifying Fair Work

Australia that it seeks to be covered by this Agreement and Fair Work Australia approving this Agreement.)

APPENDIX 5 – DRIVER ONLY OPERATIONS

1 DRIVER ONLY OPERATIONS (DOO)

- 1.1 The Company may only introduce driver only shunting, local and mainline duties within their operations where safe working regulations allow.
- 1.2 The Company will facilitate involvement by the employees and their representatives wherever the Company wishes to introduce DOO.
- 1.3 DOO shall be a rostering and operational option whenever DOO conditions are satisfied and agreed.

In particular:

- Hours of Work (Clause 30)
- 100% on and off train communications, with all operators, operating over the Corridor having compatible communications.
- Emergency call function, direct to Train Control.
- Driver Only locomotives that are of the standard outlined in Appendix 6 – DOO Cab Standards of this agreement
- Accreditation by the relevant regulators and track owners for infrastructure, communications, and safe working arrangements applicable to Driver Only Operations.
- Operating procedures applicable to Driver Only Operations
- Emergency procedures applicable to Driver Only Operations
- End of Train monitoring Device, as mandated by the appropriate Rail Safety Authority
- Penalty Brake application alarm to Train Control.
- Deadman device technology as mandated by the appropriate Rail Safety Authority.

1.4 Mainline Work

The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts will be 10 hours.

Start times for shifts should be held constant over a run of consecutive shifts during a week where possible. Where it is not possible shift start times should move in a forward direction. Local, relief, available and shunt shifts, where practical, are to be rostered to intervene between DOO shifts.

Any one week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 40 hours.

Rosters for mainline DOO shall be based on the timetabled train running time.

The Hours of operation for Driver Only Operation shall be subject to the consultative process as prescribed for in this agreement and industry fatigue management principles.

1.5 DOO Implementation

The parties agree to a staged implementation of driver only mainline operations within the Companies Operations. The parties recognise the need for local driver depots to be involved in all aspects of the implementation.

There shall be no forced redundancies or relocations as a result of the introduction of Driver Only Operation.

DOO shunting will be implemented at all sites in accordance with this Agreement.

DOO mainline relief will be implemented in all corridors, in accordance with this Agreement.

1.6 Procedures For Tests and Trials Of Driver Only Operated Trains

The procedures are as follows:-

Total involvement of employees and their representatives

DOO Tests are conducted by taking a normal train with it's full crew, and picking a location and time where a fault is simulated in order to test a specific procedure. For the test the train goes to DOO mode, and one crew member carries out the procedure being tested. When concluded the train reverts to normal operation.

Corridor DOO Tests are conducted by running a normal train under DOO conditions through a corridor or nominated section/s. The local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the test is then cancelled and the working reverts to (normal) two driver operation.

Agreement to be reached by the local DOO committee on DOO relief points, test and trial locations and sections.

Ensure all urban and regional emergency services, personnel (SES, CFA, police etc) are aware of and accept the agreed procedures relating to emergencies.

That there is clear and unimpeded track access for emergency services on all DOO corridors.

Signal sighting committees to be established with their terms of reference being to ensure;

- all signals can be clearly seen from the driving seat.
- all speed limits can be clearly seen from the driving seat.
- all level crossings can be clearly seen from the driving seat.
- no obstructions (such as branches, awnings, cuttings, curves etc.) to drivers views.

- 1.7 The local DOO / rostering committee will monitor and review the fatigue management issues.

Fatigue management is recognised as a critical factor with DOO, and all depot rosters and DOO shifts, in particular, will be examined for incidents and levels of fatigue and dealt with through the roster variation process.

The Company will introduce a "Living with Shiftwork" training and education program

- 1.8 DOO may be employed for both rostered and unrostered duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions. DOO Local shifts will be rostered to a maximum of 8 hours (sign on to sign off).
- 1.9 Driver Only local working / shifts are not to be performed in situations / locations where the driver may become isolated, and thus place themselves in a potentially unsafe situation.

APPENDIX 6 – DOO CAB STANDARDS

DRIVER ONLY OPERATION CAB STANDARDS ON LOCOMOTIVE HAULED TRAINS

The following minimum standards are to apply in Locomotive Cabs operating in DOO Mode. The standards below may be upgraded through consultation:

- 1) Vision — The locomotive must have a lower profile nose with at least 180 degrees visibility.
- 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. 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%.
- 3) Current locomotive cab noise levels are to be reduced to the standard set below.

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 are to be fitted on "A" and "B" ends with a switch mounted on either corner of the locomotive.
 - 5) Radio equipment and positioning are to be by agreement with the relevant State Locomotive Division of the RTBU.
 - 6) New seating type to be provided — Bremsby Grammer FA 416 AW, or an alternate where agreed to between the parties.
 - 7) Rear vision mirror demister type fitted.
 - 8) Air conditioning to be provided with the controls near the driver.
 - 9) A fridge is to be provided.
 - 10) Fluorescent cab lighting is to be provided.
 - 11) The vigilance control timing cycle for Driver Only is 60 seconds before a penalty brake application occurs. Cancelling the V.O is either through the button, throttle/dynamic brake movement, or operation of air brakes.
 - (a) The timing cycle is 50 seconds/ 5 seconds flashing lights/ 5 seconds flashing lights and alarm, then penalty brake, 60 seconds in total.
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- (b) The change over switch is to be positioned close to the driver.
 - (c) If after a penalty brake application the brake is not reset in two minutes, an emergency call on the train radio is to be initiated to Control.
 - (d) Alternatively a variable timing and or task linked system will be installed following the consultative process.
- 12) Deadman Technology as mandated by the appropriate Rail Safety Authority.
 - 13) All cab windows to be fitted with blinds. Positive notching type and silver backing.
 - 14) A shadow board and DOO equipment box is to be provided.
 - 15) Fit ditch (fog lights) lights (low visibility lights) to the Section 13 standard.
 - 16) AM and FM radio and CD player is to be provided.
 - 17) Upgrade hot plate and provide toaster rack.
 - 18) Provide dynamic brake cut out switch.
 - 19) Provide a circuit breaker for the Dynamic brake rheostat.
 - 20) Whistle cords are to be replaced with a toggle joystick type.
 - 21) 350 watt headlights are to be fitted.
 - 22) Provide headlight / ditch light failure indicator lights LED type.
 - 23) Windscreen wipers controls are to be provided so that when operating in DOO mode all forward wipers/washers can be operated simultaneously. When in two person operation train wipers are still able to be operated individually.
 - 24) Door locking is to be provided by the wedge type door handles.
 - 25) In cab Fuel level indicator is to be provided.
 - 26) Handrails are to be provided on the catwalks of all narrow car body type locomotives.
 - 27) Countdown feature is to be provided in 10 metre increments for train length.
 - 28) Marker lights are to be changeable from the cab.
 - 29) Gauge panels mounted on top of existing control stands are to be removed and all associated equipment to be relocated into a new dash panel construction in front of the driver so as to keep the 180 degree visibility.
 - 30) Cab heaters must be a minimum of a 100 watt at each location in the cab, be fan assisted and have switching for low, medium and high.
 - 31) A kettle is to be provided in the cab in a secure location and free from rattles.

- 32) Timetable clip and light is to be provided.
- 33) Jumper cables are to be semi permanently mounted at each end of the locomotive.
- 34) End of train monitoring is to be provided, as mandated by the appropriate Rail Safety Authority.
- 35) Traction motor cut out switch is to be provided on main line locomotives.
- 36) Quick response throttles are required on shunt locomotives.
- 37) A sonar alert is to be provided in place of all clacker bells (alarm bells).
- 38) All locomotive cabs are to be equipped so they can be locked when left unattended.

APPENDIX 7 – MINIMUM ACCOMMODATION STANDARDS

Minimum Accommodation Standards for Company Employees

General Standards

- 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 Serviced

Apartments:

- 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 8 - CLASSIFICATIONS

Definition: In this Appendix "current drivers licence" means a full motor vehicle driver's licence permitting the employee to drive a motor car in the State or States in which the employee might be required by the Company to drive in the course of the employee's duties.

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
Trainee	The primary objective of this position is to undergo necessary training to satisfy regulatory requirements to take an active role in Train Crew operations.	<ul style="list-style-type: none"> • Working safely is a condition of employment • Operate motor vehicles • General labour duties • Assist tradespersons • Cleaning/sanding of locomotives, including cabs • Locomotive provisioning and marshalling of locomotives for service • Act as a signaller, where trained to do so • Answer telephones • Data entry • Repair and Maintenance of rail track and formation • Assist in the recovery of rolling stock following derailments etc. • Promote and contribute to customer service 	<ul style="list-style-type: none"> • Hold current drivers licence
Second Person / Terminal Operator	The primary objective of this position is to take an active role in Train Crew operations.	<ul style="list-style-type: none"> • Working safely is a condition of employment • Undertake responsibilities of Trainee • Perform shunting operations • Locomotive observer assisting operators in shunting and marshalling trains • Drive a forklift, truck or articulated vehicle with appropriate licence not less than class 3 	<ul style="list-style-type: none"> • Hold current drivers licence • Hold Network Rules All Systems Safe working certificate in the state in which they are operating • Hold Certificate of Competence as a Second

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
		<ul style="list-style-type: none"> • Examine wagons for defects and examine and certify trains as ready for departure where • qualified • Undertake repairs to rolling stock and minor repairs to locomotives and daily checks • Undertake line haul work as a second crew member (2nd Person only) • Undertake training to advance to higher levels • Clerical tasks including stocktaking and ordering 	<p>Person.</p> <p>Desirable</p> <ul style="list-style-type: none"> • Hold Certificate Level 3 in Train Operations
<p>Driver In Training</p>	<p>The primary objective of this role is to achieve train operation competencies and meet route knowledge requirements</p>	<ul style="list-style-type: none"> • Working safely is a condition of employment • Undertake responsibilities of Second Person • Driving/operation of locomotive/s for the purposes of shunting and/or marshalling of trains in all locations • Driving and operation of locomotives under the supervision of a Mainline Driver or Driver Trainer • Daily locomotive checks • Supervise shunting operations minor repairs to locomotives refuel/provision locomotives • Supervision of Trainees and Second Person as required • Promote and contribute to customer service 	<ul style="list-style-type: none"> ▪ Holder of current drivers licence ▪ Holder of Network Rules All Systems Safeworking certificate in the relevant state they are working ▪ Holder of Certificate of Competence as a Second Person. ▪ Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating <p>Desirable</p> <ul style="list-style-type: none"> • Holders of Certificate Level 3 in Train Operations
<p>Terminal Driver</p>	<p>The primary objective of this role is to perform train operation driving tasks in</p>	<ul style="list-style-type: none"> • Driving/operation of locomotive/s including shunting and marshalling in a terminal or 	<ul style="list-style-type: none"> ▪ Holder of current drivers licence

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
	<p>a Terminal or Yard</p>	<ul style="list-style-type: none"> • yard • Safety is a condition of employment • Conduct locomotive and train preparation tasks • Conduct full train examinations for defects and certifies trains as fit for departure • Provision locomotives and carries out daily locomotive checks • Maintains locomotives, wagons and work area in a clean and safe state • Operates depot stores system • Drives vehicles for pick-up/delivery of supplies and equipment • Ensures company customer service standards are met when liaising with the Company's customers • Carries out other miscellaneous terminal/depot duties 	<ul style="list-style-type: none"> ▪ Holder of Network Rules All Systems Safeworking certificate in the relevant state they are working ▪ Relevant traction ground instruction and qualifications ▪ Qualified in Full Train Inspection ▪ Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating ▪ Holder of Certificate of Competence as a Mainline Driver <p>Desirable</p> <ul style="list-style-type: none"> • Holders of Certificate Level 4 in Train Operations • Stores system training ▪ Route knowledge for all yard lines
Mainline driver	<p>The primary objective of this role is to perform train operation driving tasks</p>	<ul style="list-style-type: none"> • Working safely is a condition of employment • Undertake responsibilities of Driver in Training • Examine and certify trains as ready for departure • Driving/operation of locomotive/s including line haul, shunting and marshalling in all locations • Supervision and allocation of duties for Driver in Training, Second Person, Trainee • Management of relief when required 	<ul style="list-style-type: none"> ▪ Holder of current drivers licence ▪ Holder of Network Rules All Systems Safeworking certificate in the relevant state they are working ▪ Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating ▪ Holder of Certificate of

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
<p>Yard co-ordinator</p>	<p>The primary objective of this position is efficient and effective co-ordination of rail operations for the terminal including planning of shunting operations</p>	<ul style="list-style-type: none"> • Single manning of locomotives where agreed and required 	<p>Competence as a Mainline Driver</p> <p>Desirable</p> <ul style="list-style-type: none"> • Holders of Certificate Level 4 in Train Operations
		<ul style="list-style-type: none"> • Working safely is a condition of employment • Co-ordinate the terminal yard activities, when on shift, of behalf of the yard manager including the following:- <ul style="list-style-type: none"> - Supervise and co-ordinate all rail operations within the yard - Carry out shunting duties as required • Carry out the indicative tasks for a second person as outlined in the position description for a second person - Co-ordinate the rail contracts for the movement of freight as detailed in contracts • Liaise with all stakeholders including customers on a regular and ad-hoc basis to:- <ul style="list-style-type: none"> o Ensure that customers are informed of any interruption to services and make alternative arrangements where applicable; o Resolve where possible any issues of contention from both customers and operations; • Perform administrative tasks as required • Comply with all statutory regulations and policies including OH&S and environmental legislation. 	<ul style="list-style-type: none"> • Hold current drivers licence o Sound level of experience working in a dynamic team environment o Experience in the planning and delivery of train operations including yard and terminal operations o Qualified in safeworking systems relevant to state where working o Demonstrated experience in developing and maintaining good customer relationships and effective customer servicing o Demonstrated oral and written communication skills including report writing, negotiation and interpersonal skills o Demonstrated problem solving skills of complex logistics problems ▪ Experience in the use of mainframe, pc and related

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
Driver Trainer	The primary objective of this role is to train and assess new employees and, to assess existing Train Crews in their current train operation competencies and in their route knowledge requirements.	<ul style="list-style-type: none"> • Working safely is a condition of employment • Undertake responsibilities of Mainline Driver • Plan and deliver training sessions • Review training and training gaps • Plan and conduct assessments • Review assessments • Plan a series of training sessions • Assist to develop training modules • Assist in incident investigations • Maintain competency as Driver 	<ul style="list-style-type: none"> • commercial software packages including Microsoft Office suite • Holder of current drivers licence • Holder of Network Rules All Systems Safeworking certificate in the relevant state they are working • Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating • Holder of Certificate of Competence as a Mainline Driver • Certificate Level IV in Workplace Training and Assessing
Traincrew Co-ordinator	The primary objective of this role is to be responsible for co-ordinating the day to day operations and administration of the Company depots	<ul style="list-style-type: none"> • Working safely is a condition of employment • Co-ordinate and administer the day to day activities for the depot including, fortnightly rosters, verify depot time sheets, ensure depot supplies are adequate, order safety equipment and administer uniform requests; • Produce depot/Company reports, follow up Company requests; 	<p>Desirable</p> <ul style="list-style-type: none"> • Holders of Certificate Level 4 in Train Operations • Hold current drivers licence • Hold Network Rules All Systems Safeworking certificate in the State in which they are operating • Hold Diesel Engine and Air Braking System certificate in the State in which they are

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
		<ul style="list-style-type: none"> • Investigate and report on incidents and accidents that occur within the depot defined geographical region; • Act as first point of contact for depot staff complaints and disciplinary matters; • Implement depot staff training plans; • Respond to operational and crewing issues. 	<p>operating</p> <ul style="list-style-type: none"> • Hold Certificate of Competence as a Mainline Driver • Hold Certificate IV in Training and Assessment <p>Desirable</p> <ul style="list-style-type: none"> • Hold Frontline Management Certificate