



Australian Government

Workplace Authority



Alex Glassens
AUSTRALIAN RAIL TRAM AND BUS INDUSTRYU
Level 4 321 Pitt Street
SYDNEY NSW 2000

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

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

Date of Issue of this Notice: 1 June 2009
Agreement Number: 096074510
Employer Name: SOUTHERN AND SILVERTON RAILWAY PTY LTD,
68116489475
Agreement Name: The Southern Silverton Railway Pty Ltd Enterprise
Agreement 2009

Decision

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

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

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

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

Please retain a copy of this notice for your records.

Workplace Authority

The no-disadvantage test

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

What is a reference instrument?

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

When does an agreement pass the no-disadvantage test?

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

When does my workplace agreement come into operation?

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

Application of the Australian Fair Pay and Conditions Standard

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

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

**The Southern and Silverton
Railway Pty Ltd**

Enterprise Agreement

2009

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PART A - FORMALITIES OF ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as the Southern and Silverton Railway Pty Ltd Enterprise Agreement 2009 ("**Agreement**").

2. SCOPE, APPLICATION AND PARTIES BOUND

- 2.1 This Agreement provides for the employment arrangements for Employees of Southern and Silverton Railway Pty Ltd ("**the Company**") who are engaged principally in the operation of railway terminals, line haul rolling stock maintenance and support service in conjunction with these operations, and is made pursuant to the Workplace Relations Act 1996 (Cth) ("**WR Act**").
- 2.2 This Agreement shall be binding upon the Company, the Australian Rail, Tram and Bus Industry Union ("**the Union**") and each person employed from time to time by the Company to perform work covered by the Classifications detailed in Clause 9 of this Agreement ("**Employees**"), with the exception of Employees whose work is confined to the Company's Broken Hill works.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the date of issue of the notice from the Workplace Authority Director that the agreement has passed the no disadvantage test and shall operate for a nominal period of twelve (12) months from that date.

4. RELATIONSHIP TO PREVIOUS AWARDS OR AGREEMENTS

- 4.1 This Agreement supersedes all previous awards, agreements and orders of the Australian Industrial Relations Commission, and all awards, agreements and orders of any State or Territory that would otherwise apply to the Company or Employees under the Agreement.

PART B - CONTRACT OF EMPLOYMENT

5. PROBATIONARY EMPLOYMENT

- 5.1 There shall be an initial probationary period of employment of six (6) months for all new Employees. This probationary period will facilitate the assessment by the Company of the skills and capacity of the Employee, and allow the Company and the Employee to determine if they wish to continue with the employment relationship.
- 5.2 At the commencement of employment, the Company shall inform new Employees of the duration of the probationary period.
- 5.3 Should an Employee not be able to demonstrate the required skill or ability or exercise the degree of responsibility required for the position, or the medical requirements as specified elsewhere in this Agreement, the Employee may be dismissed, subject to 7.1.1, with one (1) day's notice before the end of the probationary period.
- 5.4 At any time during the probationary period an Employee may terminate the employment relationship by giving one (1) day's notice to the Company, subject to sub-clause 7.1.1.
- 5.5 Should the Employee demonstrate the level of skill and ability to exercise the degree of responsibility required for the position at any time during the probationary period, the Company and Employee may agree to cease the probationary period and confirm the Employee's engagement in one of the categories detailed in Clause 6 of this Agreement.

6. ENGAGEMENT

Employees can be engaged in permanent full time, permanent part time or temporary categories of employment. Each of these is broadly defined as follows:

- 6.1 A permanent full time Employee is an Employee engaged on a regular basis with the expectation on both the Company and Employee's part of a regular, permanent on-going employment relationship.
- 6.2 A permanent part time Employee is one engaged to work defined periods totalling less weekly hours than a full time Employee. Where an Employee is engaged on a part time basis, benefits outlined in the Agreement will apply on a pro-rata basis.
- 6.3 A temporary Employee is one who is engaged for a specified period of time or specified task which may be subject to change/extension by agreement of the parties; a temporary Employee is entitled to all the benefits Part F of this Agreement on a pro rata basis. A temporary Employee may be engaged on either a full time or a part time basis.

- 6.4 A casual Employee is an Employee paid by the hour, who works on an ad hoc basis, who is not entitled to the benefits of full time or part time employment but who can maintain an on-going relationship with the Company. Casual Employees are not entitled to the benefits of Part F of this Agreement. Casual Employees are entitled to unpaid leave in accordance with the *Workplace Relations Act 1996 (Cth)* as amended from time to time.

7. TERMINATION OF EMPLOYMENT

7.1 Notice of Termination by Company

- 7.1.1 In order to terminate the employment of an Employee, the Company shall give to the Employee the following notice:

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

Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the Company in excess of two years, the Employee shall be entitled to one week's notice in addition to that prescribed above.

- 7.1.2 Payment in lieu of the notice prescribed in 7.1.1 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 7.1.3 In calculating any payment in lieu of notice, the weekly wages of any particular Employee as detailed in Clause 10.3 shall be used.
- 7.1.4 The period of notice in this Clause shall not apply:
- (a) in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty;
 - (b) in the case of apprentices;
 - (c) in the case of Employees engaged for a specific period of time or for a specific task or tasks.
- 7.1.5 For the purposes of this Clause, all notice, whether given by the Company or the Employee, shall be given at Home Station, as that term is used in Clause 28 of this Agreement.

7.2 Notice of Termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required of the Company. 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.

7.3 Time Off During Notice Period

Where the Company has given notice of termination to an Employee, an Employee shall be allowed a minimum of one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Company.

7.4 Statement of Employment

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

7.5 Summary Dismissal

Notwithstanding the provisions of 7.1.1 the Company shall have the right to dismiss any Employee without notice for conduct that justifies instant dismissal and in such cases the wages shall be paid up to the time of dismissal only.

8. COMMITMENTS

8.1 General Employee Responsibilities

The Company has expectations of its Employees of good conduct, sobriety, efficiency and safe and economical working, which shall be essential requirements in the Company's service. Responsibilities, duties and a general overview includes:

- * Follow lawful instructions at all times
- * Apply customs and practices with due diligence
- * Comply with all Company policies (whether in this Agreement or not) as varied from time to time
- * Use initiative where appropriate and necessary
- * Work to the full scope of the job/task
- * Apply knowledge, skills and care to the utmost at all times
- * Act in good faith at all times in support of Company goals and objectives
- * Apply highest standard of integrity and confidentiality to ensure that the Company activities are preserved

- * Provide information to the Company should a breach of safety, integrity, good faith or misconduct be observed or be known in relation to another Employee or agent acting for the Company
- * Undertake a drug or alcohol test when required to do so by the Company
- * Undertake training as directed
- * Assist in training as directed

Employees will do all work directed by the Company which is within their skill and competence, even if the work is not part of ordinary duties, including (but not limited to) the operation of locomotives as a single driver.

8.2 Consistent Performance of Duties

Once classified in a particular Classification, an Employee shall be required to continue to demonstrate the skills and responsibility attached to the Classification.

8.3 Flexibility

Employees recognise the need to be flexible in their performance of 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 as detailed in their relevant Classification in Clause 9. The Company gives a commitment not to promote de- skilling through requiring this flexibility.

8.4 Training

8.4.1 Any Employee may be required to undertake 'on the job' or 'off the job' training to meet the level of competence required by the Company, including training to meet the requirements of new technology or equipment that may be introduced.

8.4.2 Employees give a commitment to undertake this training and the Company is committed to providing training opportunities to Employees, and any reasonable opportunities to exercise the knowledge, skills, or abilities acquired from this training.

8.4.3 The Company gives a further commitment to meet all reasonable costs associated with training where Employees are required to undergo training.

8.4.4 The Company will make every reasonable effort to ensure that training is competency based where practicable and leads to nationally recognised certificates.

8.5 Performance Improvement

As part of an on-going process for improvement in productivity and efficiency, consultation shall take place at the workplace level between the Company and the Employees to provide more flexible working arrangements, improvements in the quality of working life, enhancement of skills, training, and job satisfaction.

8.6 Continuous Service to Customers

The parties to this Agreement recognise the vital importance of on-time and reliable provision of services to customers of the Company. To ensure that this service is provided, the parties to this Agreement give a commitment to make every possible effort to avoid disruption to services. The Company will make an annual assessment of performance of the Company's Employees. A key part of this commitment is the commitment of both parties to utilise and adhere to the disputes settling procedure outlined in Clause 12.

8.7 Introduction of Change

- 8.7.1 The Company shall discuss with the Employees affected, inter alia, the introduction of major changes, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees in relation to the changes.
- 8.7.2 "Major changes" includes (but are not limited to) changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees.
- 8.7.3 "Significant Effects" include (but are not limited to) termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of Jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 8.7.4 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 subclauses 8.7.2 and 8.7.3.
- 8.7.5 For the purposes of such discussion, the Company shall provide in writing to the Employees concerned, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that the Company shall not be required to disclose confidential information, the disclosure of which would be, inimical to the Company's interest.

PART C - CLASSIFICATIONS

9. CLASSIFICATIONS

9.1 Preamble

The parties to this Agreement recognise the need for Employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognises the value of training to achieve multi-skilling and the importance of training to the career/s of the Employees. The Skill Structure detailed in Clause 9.3 categorises Employees according to their Classification. Classifications relate to the following factors:

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

Classifications are also distinguished by indicative tasks of each level, which are detailed in Appendix A. The Classifications apply to all Employees who are engaged principally for the operation of terminal, line haul and rolling stock maintenance. The parties anticipate that Employees may be required to perform tasks which are peripheral to their indicative tasks (as detailed in Appendix A) provided that the performance of such tasks is not beyond the Classifications of any individual Employee and any relevant training or competency standards, or safety requirements.

9.2 Principles

The following classifications reflect the range of skills that are required to be used by each classification. These classifications have further been split into an 'Operations Stream', 'Support Stream' and 'Maintenance Stream'. These streams reflect the reality that Employees are likely to be mainly engaged in either an operational capacity, or a support capacity. However these streams are not intended to limit Employees to operating in only the one stream. Transferring from the same skill classification in any stream shall only be limited by the Employee holding the requisite skills and/or classifications that are necessary for the work to be performed in a safe and efficient manner. To avoid doubt, this is to mean that no demarcation exists between Employees moving from one stream of classification to the other stream of classifications so long as the Employee holds the relevant skills and/or qualifications.

Indicative tasks for each Classification, and the two streams, are detailed in Appendix A of this document.

9.3 Classifications

Employees will be categorised in accordance with the following Classifications:

LEVEL 1 EMPLOYEES

Level 1 Employees are those Employees who are required without limitation to have and use the following:

- have minimal knowledge and experience in the industry; and
- are required to utilise a limited range of skills in the performance of their duties and to be training towards the status of licensed and accredited Driver qualifications; and
- are capable of working in a team and working alone under regular supervision, and of working from detailed instructions; and
- are responsible for the quality of their own work; and
- some clerical duties; and
- hold either or both a motor vehicle licence or certificate of competency for container fork lift operations.

Indicative tasks that a Level 1 Employee may perform are detailed in Appendix A.

LEVEL 2 EMPLOYEES

Level 2 Employees are those Employees who have been appointed to this level and may be required to perform the following duties, or hold the following accreditation.

- meet the skill requirements of level 1 Employees; and
- qualified in applicable safe working systems; and
- have reasonable experience and knowledge in the industry; and
- are capable of coordinating a team and working alone under minimal supervision and of providing instructions and supervision to level 1 Employees and
- are responsible for the quality of their own work; and
- hold at least one of the following licences or qualifications; a Signaller's, Shunter's or Locomotive Observer and/or Wagon Examiner qualification, a HC, MC truck licence or fork lift Employees certificate; and
- hold a drivers qualifications for the use of a heavy goods vehicle that is appropriate for the operation of a road/rail transferable vehicle; and
- capacity to work in association with remote control of locomotives in terminals and sidings; and
- line haul work as a second crew member

Indicative tasks that a Level 2 Employee may perform are detailed in Appendix A.

LEVEL 3 EMPLOYEES

Level 3 Employees are those Employees who have been appointed to this level and may be required to perform the following duties, or hold the following accreditation.

- meet the skill requirements of level 2 Employees; and
- hold a non trade qualification; and
- hold a licence or qualification in at least two of the following disciplines; a Signalman's, Shunter's or Locomotive Observer (qualified in engine and air) and/or Wagon Examiner qualification, an appropriate heavy vehicle licence or fork lift Employees certificate; and
- hold a drivers qualification for shunting with or without locomotive remote control; and
- hold the appropriate qualifications for the examining and certifying trains as ready for departure; and
- Supervise shunting operations (qualifications required)
- are responsible for the quality of their own work, and may be responsible for the work of level 1, 2 Employees.
- Perform duties required to manage office administration

Indicative tasks that a Level 3 Employee may perform are detailed in Appendix A.

LEVEL 4 EMPLOYEES

Level 4 Employees are those Employees who have been appointed to this level and may be required to perform the following duties, or hold the following accreditation.

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

Indicative tasks that a Level 4 Employee may perform are detailed in Appendix A.

LEVEL 5 EMPLOYEES

Level 5 Employees are those Employees who have been appointed to this level and may be required to perform the following type of duties, or hold the following accreditation.

- Co-ordination of teams of Employees of varying levels; and
- Development of and maintenance of systems of work applicable in their area of responsibility; and
- Maintenance of team performance in their area of operations; and
- Delegate, direct and supervise other Employees under their control in the performance of their duties.
- are responsible for the quality of their work and for the performance of other Employees directly under their control.

Indicative tasks that a Level 5 Employee may perform are detailed in Appendix A

9.4 Higher Functions

- 9.4.1 Where a permanent Employee is put to work temporarily at a classification higher than that under which the Employee is engaged or deemed to be working, he/she shall be paid for the entire shift at the higher rate of pay.
- 9.4.2 This Clause does not apply where an Employee is being trained to perform a particular function at a higher classification level and is either not fully performing that function or is only fully performing the function with direct supervision.
- 9.4.3 A permanent Employee shall not suffer any reduction in wages during any week by reason of the Employee having been put to work for a part of such week at a classification lower than that under which the Employee was engaged or deemed to be working.
- 9.4.4 A permanent Employee shall not suffer any reduction in wages during any week by reason of the Employee agreeing to work for part of such a week in duties other than those listed in Appendix A.

9.5 Manning Levels

- 9.5.1 The manning levels for all operations will be governed by the Company policies and procedures developed under its AS 4292 Rail Safety Accreditation and approved and audited by The Independent Transport Safety and Reliability Regulator (ITSRR). Such policies and procedures are or will be developed having regard to safety and efficiency of operation.
- 9.5.2 Shunting operations at sidings or in yards shall be carried out in accordance with work practices approved by the ITSRR.
- 9.5.3 It is anticipated that the manning levels for line haul operations could range from Driver Only Operation, to two man crews of Driver/Observer or Driver/Driver configuration. Driver Only Operation working is subject to the Company meeting the as agreed requirements and standards as detailed in Appendix B and Appendix E of this Agreement.

9.6 Multi skilled and No Demarcation

It is agreed that the Company is employing multi skilled Employees who will apply their skills to all activities required to run a rail business, subject to the Employee holding appropriate qualifications to do so, where required. No demarcation is to exist between tasks, and all Employees are expected to work with contractors and other staff as required.

9.7 Recovery of Rolling Stock

Employees will be trained in the procedures for the rescue and recovery of rolling stock and will participate in the recovery thereof, when required.

PART D - REMUNERATION AND HOURS OF WORK

In approaching the issues of Hours of Work and Remuneration in this Agreement, the parties to the Agreement understand and give a priority to the development of flexible working arrangements. In particular, the parties have been guided by the principle of remuneration reflecting skills used and tasks completed, rather than the time taken to do the work, or when the work is performed. Accordingly, the annual salary structure detailed in Clause 10 provides for a Salary that promotes flexible deployment of Employees by the Company and flexible working time for Employees.

10. ANNUAL SALARIES

10.1 Principles

10.1.1 To maximise the flexible deployment of Employees that is essential to the ability of the Company to meet the level of service required by customers, the Annual Salaries are determined in consideration of allowances (excluding the meal allowance detailed in clause 10.5) annual leave loading, public holiday loading and weekend penalties.

10.1.2 In principle, an Employee can be employed for up to 76 hours in a two week cycle (working hours) without limitation as to the times at which the hours are worked, in shifts up to 12 hours, free of all penalties and allowances, with provision for driver only operation and use of locomotive remote controls and other technology as part of the Employees normal duties, subject to the provisions of clause 11.

10.2 Components

The annual salaries detailed in clause 10.3 below are based on the following components:

Base rate - A base rate for each Classification of Employee at a 38-ordinary hour week.

Annual leave Loading - The Annual Leave Loading of 20% on base rate for five weeks annual leave.

Public Holiday Loading - A loading of 0.5 times base rate for 10 days of 7.6 ordinary hours.

Flexibility Premium - A 15% loading of the base rate to forego weekend penalties, shift and other applicable allowances.

Tonnage Allowance - A 9% loading on the base rate for those Employees working in the Operations Stream.

ADDITIONAL ALLOWANCES

Driver Only Operation (DOO) Shunt - A 9% loading on the base rate for those level 3 Employees when they are required to perform DOO shunt operations.

DOO Mainline - A 18% loading on the base rate for those level 4 Employees when they are required to perform DOO mainline operations.

10.3 Annual Salaries

Using the components detailed above, the Annual Salaries for each Classification (as detailed in Clause 9) are detailed below.

Rates of Pay for Silverton employees (excluding Broken Hill) after 4% increase

Operations Stream	Level 1	Level 2	Level 3	Level 4	Level 5
Total annual salary	\$38,122.18	\$45,666.07	\$53,673.38	\$62,410.91	\$68,651.99
Total Weekly salary	\$733.12	\$878.19	\$1,032.18	\$1,200.21	\$1,320.23
Base Hourly Rate – BHR	\$19.29	\$23.11	\$27.16	\$31.58	\$34.74
BHR - (DOO Shunt)			\$29.61	\$34.43	
BHR - (DOO Mainline)				\$37.27	
Hourly Overtime – HO	\$32.80	\$39.29	\$46.18	\$53.69	\$59.06
HO - (DOO Shunt)			\$50.33	\$58.53	
HO - (DOO Mainline)				\$63.36	
Casual Hourly Rate – CHR	\$23.15	\$27.73	\$32.60	\$37.90	\$41.69
CHR (DOO Shunt)			\$35.53	\$41.31	
CHR (DOO Mainline)				\$44.72	
Casual Overtime Rate – COR	\$39.36	\$47.15	\$55.41	\$64.43	\$70.88
COR (DOO Shunt)			\$60.40	\$70.23	
COR (DOO Mainline)				\$76.03	
* DOO - Driver Only Operations					
Maintenance and Support Stream	Level 1	Level 2	Level 3	Level 4	Level 5
Total annual salary	\$38,122.18	\$41,869.63	\$49,241.63	\$57,257.71	\$62,983.48
Total weekly salary	\$733.12	\$805.19	\$946.95	\$1,101.11	\$1,211.22
Base Hourly Rate – BHR	\$19.29	\$21.19	\$24.92	\$28.98	\$31.87
Hourly Overtime – HO	\$32.80	\$36.02	\$42.36	\$49.26	\$54.19
Casual Hourly Rate – CHR	\$23.15	\$25.43	\$29.90	\$34.77	\$38.25
Casual Overtime Rate – COR	\$39.36	\$43.23	\$50.84	\$59.11	\$65.02

10.4 Agreed Rates of Pay

The rates of pay detailed in Clause 10.3 will be paid upon approval of the agreement.

10.5 Allowances

Meal Allowances

10.5.1 Where an Employee is required to rest away from a Home Station (whether that be a permanent Home Station or a temporary Home Station) that Employee shall be paid \$17.85 for each 8 hours or part thereof that the Employee is working away. For the term of this Agreement each year a CPI adjustment will occur in accordance with appendix "F". The provisions of this Clause shall be read in conjunction with the provisions contained in Clause 28.3.

Car Allowances

10.5.2 Employees who use their personal vehicle to report to an assignment location that is other than their normal duty point will be reimbursed for actual kilometres used via the shortest route. The reimbursement rate will be as issued by the Australian Taxation Office.

11. HOURS OF WORK

11.1 Principles

In recognition of the particular circumstances of the Company's operations, the rosters must meet commercial and customers' needs, be cost efficient and provide a healthy and safe working environment with a quality of life for Employees. Attached as Appendix E to this Agreement is an outline concerning the principles that will be adopted for the setting of rosters during the life of this Agreement. Attached as Appendix E to this Agreement are the provisions governing the working of 12 hour shifts.

11.2 Ordinary Hours of Work

11.2.1 While every opportunity will be taken to accommodate an individual Employee's requirements, this Clause focuses on ensuring maximum efficient deployment of personnel. For the purposes of this Agreement, and in consideration of the need for flexible deployment of Employees and the components of the annualised wages, the Ordinary 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 following qualifications:

11.2.2 Ordinary hours for full time Employees are to be determined on the basis of an average 38 hours per week (i.e. 76 hours fortnight).

- 11.2.3 In the case of an Employee who commences employment during the fortnight, the number of ordinary hours to be worked during the balance of that fortnight shall be determined pro-rata on the basis of a 76 hour fortnight.
- 11.2.4 The following conditions of work apply to railway Employees who drive freight trains:
- (a) In the case of a 2 person operation, Level 4/5 operator – Level 2 operator the maximum shift length to be worked is 11 hours.
 - (b) In the case of a 2 person operation, Level 4/5 operator – Level 3 operator the maximum shift length to be worked is 12 hours.
 - (c) In the case of a one person operation, the maximum shift length to be worked is 9 hours.
 - (d) In the case of a one person operation, there is to be a minimum break of not less than 30 minutes taken at some time between the third and fifth hour of each shift.
 - (e) There is to be a break of at least 11 continuous hours between each shift worked by an Employee who has been driving a locomotive where the Employee ends a shift at the Home Station.
 - (f) There is to be a break of at least 8 continuous hours between each shift worked by an Employee who has been driving a locomotive where the Employee ends a shift away from the home depot and the break is taken away from the Home Station.
 - (g) A maximum number of 12 shifts are to be worked in any 14-day period.
- 11.2.5 Employees shall have a minimum engagement of as near as practicable to 6 hours but not less than 4 hours.
- 11.2.6 Train crew, when rostered to perform barracks /rest working, may be rostered return home passenger by first means (except self drive and locomotive cab) without the need to have the required minimum 8 hours off at the rest location. Such shift is to be a maximum of sixteen (16) hours of duration from sign on to sign off at their home location. During the extension to 16 hours the train crew are not permitted to undertake any working including driving a motor vehicle. Schedule home passenger may apply only at the end of a shift with the minimum rest period commencing from sign off. The 16 hour shift is to be made up of the maximum shift limit for the respective crew configuration as prescribed for in the Agreement, with the remaining being the passenger portion. The working portion is only to be as prescribed in clause 11.2.4.

11.3 Book Off days

11.3.1 There is no obligatory restriction for Employees to confine fortnightly overtime provided the conditions laid down for mandatory rest days are maintained.

11.3.2 Employees who have not elected to restrict fortnightly working one additional shift nor made a notation in a special book provided may be rostered for work on duty free days.

11.3.3 In any one fortnight there are to be at least four book off days of which two are to be consecutive.

11.3.4 Book off Day: The shift shown on the roster as "B/O".

- If a book off day is nominated then 30 hours will apply from midnight. This must comply with fatigue management and sleep opportunities guidelines.
- A single book off day will be of 30 hours in duration from midnight on one day to 0600 on the next.
- Multiple book off days shall be determined by a multiple of 30 hours for the first day from midnight and twenty-four hours for each additional day.

11.4 Lift Up and Lay Back

Employees can be expected to lift up and lay back a maximum of 2 and 4 hours respectively for rostered shifts.

11.5 Breaks

11.5.1 During the course of any one shift, Employees will be entitled to a 20 minute meal break which shall count as time worked.

11.5.2 All meal breaks shall be taken at such times as will not interfere with the efficient running of trains.

11.5.3 On line haul/main line work meals will be consumed en route by rotation of Employees who are required to drive. (i.e. Level 4/level 4 configuration)

11.5.4 A rostered meal break time of 20 minutes shall be incorporated into a shift where unplanned work is rostered after main line duties. Such time shall also be allocated to any unplanned additional duties and this break will be taken at the end of the shift if the Company so requests.

11.6 Overtime

11.6.1 Overtime shall be payable in the following circumstances;

11.6.2 All time worked in excess of 76 ordinary hours in any one fortnight.

11.6.3 All time worked in emergency circumstances in shifts in excess of 12 hours (9 hours, driver only)

11.6.4 All time worked in excess of the advised expected shift length on a Saturday, Sunday or a Public Holiday.

11.6.5 All time worked on a Book off day

11.6.6 All time worked on a duty free day where notification is received outside the advice periods.

11.6.7 All time worked as overtime shall be paid for at the rate of 1.7 times the applicable rate Base Hourly Rate.

11.7 Pattern Span

Where an Employee is engaged in a single book off situation the maximum pattern span of 40 hours from sign on to sign off at Home Station when working to a rest/book off location shall apply.

11.8 Barracks Detention (Resting away from Home Station)

When resting away from Home Station, payment is to be made at the Base Hourly Rate of the respective Employee for all hours in excess of 12 hours. Such payment will stand alone from working hours.

11.9 Reasonable Expenses

11.9.1 The Company will reimburse Employees for all authorised expenses incurred on behalf of the Company.

11.9.2 Until advised to the contrary, in emergency circumstances expenses may be incurred without the prior authorisation of the Company. The Company shall reimburse expenses so incurred.

PART E - EMPLOYEE RELATIONS

12. DISPUTE SETTLING PROCEDURE

- 12.1 In the event of a dispute arising between the Company and Employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the Employee(s) concerned shall then be examined by the Company's personnel/human resources representative (or appropriate officer) and the Employee and/or an Employee Representative, who may be an officer of the Union (if the Employee chooses).
- 12.2 If the dispute thereafter remains unresolved the question shall be discussed between the Company's representative and the Employee and/or an Employee representative (if the Employee has chosen a representative), both of whom shall take all reasonable steps to settle the dispute within seven days.
- 12.3 If the dispute remains unsettled after the procedure specified in 12.1 and/or 12.2 hereof has been concluded, either of the parties to the dispute may request conciliation by the Australian Industrial Relations Commission or a body agreed to by the parties.
- 12.4 Where a matter cannot be successfully conciliated, the parties to the dispute agree that the Australian Industrial Relations Commission may exercise arbitral powers to the extent permissible by the *Workplace Relations Act 1996 (Cth)* to resolve a dispute.
- 12.5 While the procedures herein are being followed all work shall continue normally as prior to the dispute, other than in a situation where a genuine and serious safety concern that makes it unsafe to continue normal operations is the issue in dispute in which case Employees shall comply with any reasonable direction given by the Company to perform the available work;
- 12.6 The ultimate terms of 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.
- 12.7 The parties to this Agreement acknowledge, and agree to be bound by the provisions relating to the lawful taking of industrial action, as described in the *Workplace Relations Act 1996 (Cth)* as amended from time to time.

13. COMMUNICATION FORUM

- 13.1 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.

- 13.2 The Southern and Silverton Railway Consultative Committee has been established in order to provide a forum for the exchange of information, consultation and negotiation between the parties.
- 13.3 The Committee comprises a number of representatives from management and Employees. The committee will include a representative from each work location/stream.
- 13.4 The Committee shall meet on a regular basis agreed to by both parties, or prior to the planned introduction of any of the changes listed in 8.7.2 and 8.7.3.
- 13.5 The Committee shall meet and discuss matters pertaining to the Company/Employee relationship including meeting to discuss the following (but not limited to):
- Rostering and working of 12 hour shifts in accordance with the provisions relating to Occupational Health and Safety and the provisions contained in Appendix E
 - Introduction of new technology, including cab amendments that are in line with the recommendations of the National Cabs Committee
 - Objectives, Plans and Procedures of the Company
 - Work Organisation
 - Staffing Policies and Practices
 - Accommodation and Amenities
- 13.6 No decision of the Consultative Committee will be introduced if it breaches or conflicts with or reduces any of the conditions as prescribed in this Agreement.

14. OCCUPATIONAL HEALTH AND SAFETY

14.1 Principles

The application of this Agreement will be consistent with the principles of preventing Occupational Health and Safety problems from occurring and dealing with Occupational Health and Safety issues as close to the workplace as possible in the most efficient and resource effective manner through Occupational Health and Safety committees established in accordance with the *Occupational Health & Safety Act* (NSW) 2000, and other relevant Occupational Health and Safety legislation.

14.2 Personal Protective Equipment

Safety equipment as provided by the Company will be utilised as directed by the Company and in accordance with the manufacturer's instructions. Each Employee shall be provided with and must wear appropriate protective clothing in line with the Company's requirements. The Company shall replace all safety equipment and protective clothing on a "fair wear and tear" basis.

14.3 Safety Procedures

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

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

14.4 Employee's Duty

Notwithstanding the Company's responsibility, the Employee has a duty:

14.4.1 To protect his/her own health and safety at work;

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

14.5 Alcohol and Drugs

14.5.1 ITSRR requires the Company to ensure that none of its Employees are under the influence of alcohol or drugs when about to sign on for work or while at work. The *Rail Safety Act* of NSW 2002 sets out procedures for both random and compulsory testing for drugs and alcohol. It is agreed that the Company may carry out its testing obligations and program of medical examinations as set out in its Accreditation documents and under the appropriate Acts.

14.5.2 An Employee shall not, by the consumption of alcohol or a drug, be in such a state as to endanger his/her own safety at work or the safety of any other person at work.

14.5.3 Being under the influence of alcohol or drugs while on duty shall be deemed to be an example of serious misconduct.

14.5.4 An Employee will undertake a drug or alcohol test (including body fluid sampling) when requested to do so by the Company. The Company will bear all the costs associated with such testing.

14.6 First Aid Facilities

Suitable first aid equipment in a hygienic container shall be available in each workplace/vehicle in an accessible and clearly identified place. This equipment should be regularly inspected, and replenished as necessary by the Company.

14.7 Medical Examinations

14.7.1 No person shall be eligible for entrance to the Company's service unless they produce a medical certificate from a duly qualified medical practitioner certifying that they are fit for duty. This Agreement acknowledges that The Independent Transport Safety and Reliability Regulator (ITSRR) has imposed conditions on the Company's Accreditation to operate on the rail system that requires all Employees to be medically fit and to be subject to a regime of medical testing.

14.7.2 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 the cost of the medical assessment up to the "Determination", including the medical assessment itself, a stress ECG, if required, and/or other referred test.

The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the Employee is either:

- (a) Fit for Duty;
- (b) Fit for Duty subject to Review;
- (c) Fit for Duty subject to Job Modification;
- (d) Temporarily Unfit for Duty Subject to Review; or
- (e) Permanently Unfit for Duty.

14.7.3 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.

14.7.4 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 Company 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 Company medical officer in such matters will be final.

14.7.5 Where it is determined that the referral was not justified, the Company will consider the following:

- (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.

14.7.6 The result of Company initiated examinations will be communicated to the Employee concerned. All Employees are also required to comply with the Company's Drug and Alcohol policies and procedures.

14.7.7 The parties to this Agreement understand the need for the requirements of the National Health Assessment standards (details of which the Company shall provide to all Employees) to be achieved and maintained by Employees. In the event that an Employee cannot maintain the required medical standards for adequate performance of his/her duties, the Employee and the Company shall hold discussions regarding the capacity of the Employee to continue in his/her employment. Physical incapacity to perform duties may be a reason for termination of employment, subject to an Employee's rights under workers' compensation legislation.

14.8 Trauma Associated with Serious Accidents or Incidents

14.8.1 This Clause refers to circumstances where an Employee 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.

14.8.2 In the circumstances referred to in 14.8.1 the Company shall ensure that the Employee is replaced on the day concerned by a suitably qualified Employee; and

14.8.3 That the Employee is provided with transport to their home or their Home Station, as so elected by that Train Crew; and

14.8.4 That the Employee, if the incident involves a fatality, is provided with up to two days' paid leave to receive psychological counselling from an accredited provider. This trauma leave is a separate entitlement to any other leave.

14.8.5 The Company may elect to provide an Employee Assistance Program (EAP) to all Employees.

14.9 Fatigue Management

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

14.9.1 Addressing the opportunity for quantity and quality of sleep, particularly addressing the "Time of Day" effect.

14.9.2 Ensuring the number of consecutive shifts (in particular night shifts), shift lengths, and rest periods between shifts are considered in roster compilation, again addressing time of day considerations.

14.9.3 Understanding that Employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.

An integral part of the effective management of fatigue will be the raising of awareness and the training of both managers/supervisors/rostering personnel and Employees in fatigue management. Awareness raising and training will address, but not be limited to:-

14.9.4 Methods of minimising the risks associated with shift work.

14.9.5 The responsibilities of both the Company and Employee in managing the requirements of the operations.

14.9.6 An understanding of the physiological and psychological effects shift work has on Employees.

14.9.7 The training and implementation of the fatigue management index, risk assessment tools and processes.

14.9.8 Shift worker wellbeing and fitness for work considerations including management of non-work periods.

The parties acknowledge that fatigue management is an evolving process and further management methods and processes will continue to be developed in the future.

15. WORKPLACE HARASSMENT, DISCRIMINATION AND EEO

The parties to this Agreement are expected to respect, co-operate and work in harmony with one another. Any behaviour that interferes with another Employee's work performance or detrimentally alters the environment of another's employment or creates an intimidating, hostile or offensive work environment is prohibited. It is the policy of the Company that its Employees and their work environment will be free from all forms of harassment and intimidation. Harassment includes verbal, physical or visual conduct of a demeaning or derogatory nature. Harassment in any form by supervisors, Employees or persons doing business with the Company is unacceptable and will not be tolerated.

PART F - LEAVE

16. ANNUAL LEAVE

- 16.1 Annual leave shall accrue to Employees on the basis of five weeks per year. To avoid doubt, this means an Employee shall be entitled to be absent from work on paid annual leave for a period of five calendar weeks. Employees engaged on a fixed term or temporary basis shall be entitled to accrue annual leave on a pro rata basis provided they are engaged for at least one month in any one year.
- 16.2 The taking of annual leave shall be subject to the following:
- 16.2.1 All such leave, whether ordinary or accumulated, shall be taken at a mutually convenient time and shall be subject to the Company's operational requirements. The Company may direct an Employee to take a period of annual leave in accordance with the *Workplace Relations Act 1996 (Cth)*.
- 16.2.2 Annual leave shall accrue on each completed period of 4 weeks' continuous service with the Company.
- 16.3 Payment for annual leave is based on an Employee's ordinary rate of pay immediately prior to taking the annual leave to which the payment relates, which is calculated with reference to the relevant annual salary set out in the table at clause 10.3 of this Agreement.
- 16.4 On termination of employment, any unused annual leave shall be paid to the Employee applying on a pro-rata basis.

17. ANNUAL LEAVE LOADING

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

18. JURY SERVICE

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

19. PERSONAL LEAVE

- 19.1 Personal leave is for the sole purpose of providing income for full and part time Employees unable to attend work through injury or illness of themselves or a member(s) of their Immediate Family or household or an

unexpected emergency and shall be allowed at 15 days per year for full-time Employees and pro rata for part-time Employees.

- 19.2 An eligible Employee, after four weeks' service with the Company, who is absent from work on account of personal illness/injury shall be entitled to leave without loss of pay subject to the following conditions: -
- 19.2.1 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;
- 19.2.2 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 shall state the nature of the illness/injury and the estimated duration of the absence; and
- 19.2.3 The Company may request that a claim for sick leave shall be supported by evidence satisfactory to the Company that the Employee was unable on account of illness/injury to attend for duty on the day or days for which personal leave is claimed.
- 19.3 Personal leave will not be paid when an Employee is on authorised annual leave, or long service leave. However, where an Employee is sick during authorised annual leave, or long service leave and that period is supported by a medical certificate recognised by the Company, the period of authorised annual leave or long service leave will be re-credited.
- 19.4 Where an Employee is absent on Personal leave (paid or unpaid) for an extended period and/or the Company has a good and sufficient reason to believe that the Employee will be unable to return to work or is unable to undertake the duties of the position, the Company - at its cost - may direct the Employee to undertake a medical examination by a duly qualified medical practitioner to determine the Employee's fitness for work and whether the Employee should be retired on medical grounds. A copy of the Company's Medical Standards is attached at Appendix D.
- 19.5 For the purposes of this Clause, Immediate Family includes an Employee's spouse, child, parent, grandparent, grandchild or sibling or a child, parent, grandparent, grandchild or sibling of your spouse. Spouse includes a former spouse, a de facto spouse or a former de facto spouse.

20. LONG SERVICE LEAVE

The terms of the *Long Service Leave Act 1955 (NSW)*, as amended from time to time, shall apply.

21. COMPASSIONATE LEAVE

21.1 A full-time or permanent Employee shall be entitled to compassionate leave in accordance with this Clause in the event that a member of the Employee's Immediate Family or household either:

- (a) develops or contracts a personal illness or sustains a personal injury that poses a serious threat to the member's life; or
- (b) dies.

- 21.2 The Employee will be entitled to a maximum of 3 days' paid leave on each occasion.
- 21.3 The Company may require the Employee to provide proof of the illness, injury or death.
- 21.4 For the purposes of this Clause, Immediate Family has the same meaning as defined in Clause 19 above.

22. PARENTAL LEAVE

Parental Leave has the same meaning as those terms in the *Workplace Relations Act 1996 (Cth)*, as amended from time to time, the provisions of which shall apply.

23. PUBLIC HOLIDAYS

23.1 Prescribed Public Holidays

An Employee shall be entitled to holidays without loss of pay on the following days:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day. Any further public holidays gazetted by either State or Federal Government shall be considered as part of this Clause.

23.2 Public Holidays Falling on a Saturday or Sunday

- 23.2.1 When Christmas Day is a Saturday or Sunday, a Holiday in lieu shall be observed on 27 December.
- 23.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 23.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the following Monday.

23.3 Substitution of Public Holidays

The Company and an Employee may mutually agree to substitute another day for any day prescribed by this Clause. For this purpose, consent of the Company and a majority of the Employees affected shall constitute a mutual agreement.

23.4 Work on a Public Holiday

23.4.1 Where an Employee works on a public holiday that Employee shall be entitled to an additional day(s) leave in lieu of the particular public holiday.

23.4.2 Payment for the public holiday worked shall be at ordinary time daily rate (the public holiday loading having been built into the annual salary). For the purpose of this Clause, the daily rate shall be an amount determined by dividing the annual salary for a particular Employee by 260, and dividing the resultant figure by 5.

23.4.3 The Employee may take this accrued leave in lieu at any day of the Employee's nomination, provided that the Company approves the said day. If the Company and an Employee cannot agree on what day the Employee may nominate to take leave accrued under this Clause, that leave shall be taken in conjunction with annual leave.

23.5 Rostered off on a Public Holiday

Where a Public holiday falls on a day that is a rostered day off for an Employee covered by this Agreement, the Employee shall receive either an alternative day off with pay, at a mutually convenient time, or payment for the day.

PART G - OTHER PROVISIONS

24. REDUNDANCY

24.1 Discussions before termination of employment

24.1.1 Where the Company considers that it no longer requires the position the Employee has been doing, and this is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, the Company shall hold discussions with the Employees directly affected,

24.1.2 The discussions shall take place as soon as is practicable after the Company has become reasonably aware of the possible change and 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.

24.1.3 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 including the reasons for the possible terminations, the number and type of Employees likely to be affected, the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information, the disclosure of which would be contrary to the Company's commercial interests.

24.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in paragraph 24.1 hereof, the Employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the Company may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

24.3 Severance Pay

In addition to any period of notice prescribed for ordinary termination in this Agreement, and subject to Clause 24.6 of the Agreement, an Employee whose employment is terminated for reasons set out herein shall be entitled to the following amount of severance pay in respect of a continuous period of service:

24.3.1 For each completed year with the Company - two weeks' pay.

24.3.2 In lieu of notice where the Employee being made redundant is less than 45 years of age - four weeks' pay.

24.3.3 In lieu of notice where the Employee being made redundant is 45 years of age or more - five weeks' pay.

For the purposes of this sub-clause, "weeks' pay" means the annual salary of that Employee divided by 52.

24.4 Time off during notice period

24.4.1 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.

24.4.2 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 or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

24.5 Notice to Centrelink

Where a decision has been made to terminate Employees in the circumstances outlined in paragraph 24.1 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.

24.6 Alternative Employment

24.6.1 Employees shall not be paid severance pay in circumstances where they are offered Comparable Employment, including circumstances where they do not accept the offer of Comparable Employment or fail to co-operate with or participate in the relevant recruitment/selection process.

24.6.2 "Comparable Employment" means employment:

- (a) on terms and conditions that, in total, are no less favourable than the terms and conditions which applied to the Employee/s immediately before their position/s was made redundant; and
- (b) if the Comparable Employment is with a new employer, the new employer recognises and treats the Employee's continuous service with the Company as service with it.

24.7 Transmission of Business

24.7.1 The other provisions of this Clause 24 are not applicable where a business is transmitted from a Company (in this subclause called the

transmittor) to another Company (in this subclause called the transmittee), in any of the following circumstances:

- (a) where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
- (b) where the Employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Company with the transmittee.

24.7.2 A dispute in respect of the operation of Clause 24.7.1(b) may be referred to the Australian Industrial Relations Commission or a body agreed to by the parties pursuant to the dispute resolution procedure contained in Clause 12.

24.8 Employees exempted

This clause 24 shall not apply where employment is:

- (a) less than one year's service;
- (b) terminated as a result of conduct justifying dismissal;
- (c) as an Employee apprentice;
- (d) on the basis of a specific task or tasks, or term.

Further, this clause does not apply to Employees retiring.

24.9 Transfer

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

25. PAYMENT OF SALARIES

25.1 The Company shall make payment of an amount equal to the appropriate annual salary prescribed by Clause 10 of this Agreement (for each particular Employee) divided by twenty six, on a two weekly basis.

25.2 Payment may be made via electronic funds transfer to a bank account nominated by the individual Employee concerned, or by any other method as agreed to by the parties.

26. SUPERANNUATION

26.1 On commencement, an Employee shall be entitled to have a contribution made to an approved superannuation fund on account of occupational superannuation.

26.2 Such contribution shall not be less than the amount specified by the Superannuation Guarantee Charges Act from time to time.

26.3 Such contributions shall be based on the "ordinary time" component of the annual salaries for each classification of Employee, as specified in Clause 10 of this Agreement.

26.4 Subject to the provisions of the overriding superannuation legislation, and any amendments from time to time, the "approved superannuation fund" shall be a complying fund nominated by the Employee concerned or, if no such nomination is made, the Company's default trust, which is Superannuation Trust of Australia (STA).

27. WORK LOCATION

27.1 Working Away from Home Base and Station

27.1.1 A Home Station is a location where crews are permanently based.

27.1.2 Employees who work assignments away from Home Station and are required to stay overnight will be provided suitable lodging by the Company as prescribed in Clause 27.4.5.

27.1.3 In working away from Home Station, consideration is to be given to economical train working eg. work 12 hours, rest 8 hours, work 12 hours.

27.2 Home Base and Station

The Company reserves the right to establish 'Home Stations' at any location to suit business requirements. The Company will consult with the parties to this Agreement prior to the establishment of a Home Station. Train crews will be appointed to a Home Station and will sign on and off at this location. Should the Company obtain agreement from an Employee to temporarily transfer to another Home Station for work, the Company shall pay all reasonable expenses to the Employee for accommodation and meals. Where an Employee temporarily transferred to another Home Station to work away from that Home Station on a rest job, they will be entitled to the payment of the meal allowance as provided for in clause 10.5.1.

27.2.1 Additional Sign on Locations

The Company reserves the right to establish an additional sign-on location at Leightonfield for its Sydney operations, and Sandgate for its Newcastle operations, to suit its business and commercial objectives. Any further locations that are identified will be discussed as laid out in clause 13.

27.2.2 When setting up an additional sign-on location the Company will ensure that appropriate communication systems are available so that Employees can obtain the appropriate documentation to carry out their duties.

27.2.3 The Company will also ensure the availability of appropriate amenities for the use of Employees at additional sign-on locations, specifically secure parking facilities, washbasins and soap and toilets.

27.2.4 Employees who use their personal vehicle to report to an assignment location that is other than their designated home station will be reimbursed for actual kilometres used via the shortest route between their designated home station and the designated additional sign-on location. The reimbursement rate will be as issued by the Australian Taxation Office.

27.3 Payment When Away From Home

27.3.1 When Employees are rostered away from their Home Station on a "rest" job, they will be paid for expenses incurred in accordance with sub-clause 10.5.1.

27.3.2 Where Employees are requested to attend another work location for annual leave relief, training, etc. (i.e. that location becomes their temporary Home Station), then the payment will be in accordance with sub-clause 27.2. Meals will either be provided or be arranged by the accommodation provider, plus laundry if (desired). Meals sourced away from the Company provided accommodation will be reimbursed upon presentation of a receipt. If staying at the temporary work location for a week or more, personnel may telephone home on a daily basis.

27.3.3 Where Employees are rostered/directed to rest at a site away from their designated Home Station, they shall be paid an allowance of \$16.50 or as prescribed for each 8 hour period, or part thereof, calculated from the time of signing on at their home base to the time of signing off at their home base (the allowance is increased in accordance with Appendix F).

27.3.4 The standard of accommodation in the above cases will be in accordance with subclause 27.4.5.

27.4 Temporary Work Locations

27.4.1 A temporary work location is a location that is set up on a temporary basis where no Employees are based permanently.

27.4.2 The Company reserves the right to establish 'Home Stations' at any location to suit business requirements. Train crews will be appointed to a Home Station and will sign on and off at this location. Should the Company obtain agreement from an Employee to temporarily transfer to another location for work, the Company shall pay all reasonable expenses to the Employee for accommodation and meals.

27.4.3 Where an Employee agrees to work at a temporary work location they shall be paid the meal allowance in accordance with the provision in Clause 10.5. Employees shall be paid the meal allowance from the time they sign on at their Home Station to the time they sign off at their Home Station, irrespective of any rest jobs at their temporary work location.

27.4.4 When working at a temporary work location, the payment will apply for the whole period while the person is away from their designated Home Station. Employees are not able to receive payments for both working away from their Home Station as well as the allowance for working a "rest" job.

27.4.5 Where Employees covered by this Agreement are rostered to rest at a site away from their Home Station, the site accommodation will be equivalent to three-and-a-half-star accommodation where available and, where this standard is unavailable, the accommodation provided will be the nearest possible to this standard and agreed to by the parties.

27.5 Crew Relay Working

The parties to this Agreement agree to investigate the introduction of crew relay working, should the business of the Company develop to require such working for efficient operations.

27.6 Push Pull Operations

Should the business of the Company require Push Pull operation, the parties will develop and agreed to terms and conditions for the introduction of this type of working.

28. NO EXTRA CLAIMS

It is a term of this Agreement that the Company, Union and Employees bound by this Agreement will not pursue any extra claims for the duration of this Agreement.

29. EMPLOYEE PERSONNEL RECORDS

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

30. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Southern and Silverton Railway Pty Ltd by:

Name: _____
Signature: Timothy Symons
Address: [Signature]
c/o 90A Weatherill Street
North Silverwater 2128

The above person is authorised to sign the Enterprise agreement on behalf of the Employer for the following reason/s:

Chief Executive Officer

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union by:

Name: Greg Harvey
Signature: [Signature]
Address: 83-89 Penwick St
Redfern NSW 2016

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

National Secretary

APPENDIX A

Classification Structure

Indicative Tasks for multi skilled Employee Level 1

Operations Stream

- General labouring duties
- Assisting tradespeople
- Undertake training to advance to higher levels

Support Stream

- Answer Telephones
- Data Entry
- Repair and maintenance of rail track and formation
- Assisting in the recovery of rolling stock following derailments etc.
- Promote and contribute to customer service

Maintenance Stream

- General labouring duties
- Assisting tradespeople
- Undertake training to advance to higher levels
- Perform administration functions as required

Indicative Tasks for multi skilled Employee Level 2

Operations Stream

- Shunter - perform shunting operations (qualifications required); or
- Locomotive observer assisting the driver in shunting and marshalling of trains
- Drive a fork lift, truck or articulated vehicle if holder of appropriate licence of not less than class 3 (qualifications required)
- Examine wagons for defects - examine and certify trains as fit for departure (qualifications required)
- Repairs to rolling stock and minor repairs to locomotives and daily checks
- Refuel & Re-provision locomotives
- Operate a signal cabin (qualification required)
- Line haul work as a second crew member.
- Undertake training to advance to higher levels

Support Stream

- Clerical tasks including stock taking and ordering
- Promote and contribute to customer service
- Tasks in lower levels

Maintenance Stream

- Drive a fork lift, truck or articulated vehicle if holder of appropriate licence.(qualifications required)
- Examine wagons for defects - examine and certify trains as fit for departure (qualifications required)
- Repairs to rolling stock and minor repairs to locomotives and daily checks
- Refuel & Re-provision locomotives

Indicative Tasks for multi skilled Employee Level 3

Operations Stream

- Drive shunting locomotives, with or without locomotive remote control (qualifications required)
- Learn locomotive and train handling management (under supervision of level 4/5 Employee)
- Daily locomotive checks
- Clerical tasks
- Supervision
- Promote and contribute to customer service

Support Stream

- Supervise shunting operations (qualifications required)
- Minor running repairs to a locomotive and daily locomotive checks
- Refuel and re provision locomotives
- Clerical tasks
- Supervision
- Promote and contribute to customer service
- Tasks in lower levels where qualified

Maintenance Stream

- Running repairs to locomotives and wagons
- Safety check to locomotives and wagons
- Assist trades persons in the performance of their functions and duties
- And tasks in lower level where qualified
- Clerical tasks
- Supervision
- Promote and contribute to customer service

Indicative Tasks for multi skilled Employee Level 4

Operations Stream

- Driving and operating a locomotive including line haul, shunting and marshalling in all locations, with or without remote control as a driver only operation, and examining and certifying trains as ready for departure (qualifications required)

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- Driving qualifications for line haul operations
- Appropriate qualifications for Driver Only Operations

Maintenance Stream

- Mechanical repairs to locomotives and rolling stock (qualifications required)
- Diesel motor repairs (qualifications required)
- Electrical repairs (qualifications required)
- Boilermaker (qualifications required)

Indicative Tasks for multi skilled Employee Level 5

Operations Stream

All level 4 skills

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

Maintenance Stream

All level 4 skills

- Workplace coordinator

APPENDIX B

Driver Only Operations Cabin Specifications

1. The locomotive to have a low profile nose with 180 degree visibility.
2. The windscreen will comply with the BRB specification 566-1989 for high impact windscreens Type 1, and shall comply with certification regulation of US FRA code part 223 type (i), safety glazing material with respect to large objects impact and ballistic tests. The windscreen will also be fitted with a demister.

Side windows shall comply with the strength requirements detailed in FRA type test 11, A and B. Side windows will be tinted with a minimum light/heat transmission of 35%.
3. Cab noise levels to meet the target of 81 dba for new locomotives.
4. Coupler lights to be fitted on 'A' and 'B' ends with a switch mounted on either corner of the locomotive.
5. Positioning of radio equipment is to be agreed with the Cab Committee.
6. Seating to be Bremshey Grammar FA 416AW or similar.
7. Rear Vision mirror to be fitted.
8. Provide air conditioning with controls near driver or on the control stand.
9. A refrigerator to be provided.
10. Fluorescent cab lighting to be provided.
11. The vigilance control timing cycle for Driver Only is 60 seconds before a penalty brake application occurs. Cancelling the VC is either through the button, throttle/dynamic brake movement, or operation of air brakes.
 - (a) The timing cycle is 50 seconds/5 seconds flashing light/5 seconds flashing light and alarm then penalty brake; 60 seconds in total.
 - (b) The change over switch is to be positioned close to driver.
 - (c) If after a penalty brake application the brake is not reset in 2 minutes an emergency call on the train radio is to be initiated to Control.
12. All cab windows to be fitted with positive notching, silver backed blinds.
13. A shadow board and DOO equipment box will be provided.
14. Fit low visibility ditch lights.

15. Provide a hot plate and toaster rack.
16. Provide Dynamic brake cut out switch.
17. Provide a circuit breaker for Dynamic brake rheostat.
18. 350 Watt headlights to be fitted.
19. Provide LED type headlight/ditch failure indicator lights.
20. Windscreen wiper controls to be provided to enable all forward wipers/washers to be operated simultaneously when in DOO mode, and individually in two person mode.
21. Door locking to be provided by wedge type door handles.
22. Handrails to be provided on the catwalks of narrow car body type locomotives.
23. A count down feature to be provided in 10 metre increments for train length.
24. Marker lights to be changeable from the cab.
25. Gauges are to be located in a dash panel in front of the driver so as to keep 180 degrees visibility.
26. Cab heaters are to be provided.
27. A kettle to be provided and secured.
28. Timetable clip and light to be provided.
29. Jumper cables are to be semi-permanently mounted at each end of the locomotive.
30. A sonar alert to be provided in place of clacker bells (alarm bells).
31. Quick response throttles are required on shunt locomotives.
32. Locomotive cabs are to be equipped to enable them to be locked when left unattended.
33. End of Train Monitoring Device will be provided.
34. Whistle cords to be replaced with a toggle joystick.

APPENDIX C

Procedures for the Introduction of Driver Only Operated Trains

1. All locomotives must be modified to the agreed standards for Driver Only Operations.
2. There shall be 100% on and off train communication.
3. Written authorisation or relevant circular/STN from either track owner or regulator for Driver Only Operations.
4. The Company will ensure that it complies with all Transport NSW and the rail track owner's accreditation process as regards emergency procedures. Further, the Company to undertake to inform the appropriate emergency services authorities in each region in which it undertakes DOO.
5. A Signal Sighting Committee to be established and its terms of reference are:
 - (a) Ensure all signals can be clearly seen from the DOO driving seat.
 - (b) All speed limits can clearly be seen from the DOO driving seat.
 - (c) All level crossings can be clearly seen from the DOO driving seat.
 - (d) No obstructions (such as branches, awnings, cuttings, curves etc) to driver's views.
6. The Company will provide appropriate First Aid training.
7. A thirty minute meal break to be rostered into timetables and work rosters between the commencement of the third hour and the completion of the fifth hour.
8.
 - (a) DOO tests are to be conducted by running a normal train with its full crew choosing a location and time where a fault is simulated in order to test a and procedure. The test is to be carried out in DOO mode with one crew specified member performing the procedure to be tested. On completion of the test the train reverts to normal operation.
 - (b) Corridor DOO tests are conducted by running a normal train under DOO conditions through a corridor or nominated section(s). The DOO committee shall determine, for testing purposes, if 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 trial is to be cancelled and the working reverts to (normal) two driver operation.

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9. During the initial implementation of DOO, shifts finishing after midnight and starting before 4.00am will be limited to six and one half hours for the first six months. Following the initial period, and after monitoring of the effects on the train crew, if successful, the shifts will be extended to a maximum of 8 hours.
10. All committees referred to herein are for the purposes of this Agreement part of the Consultative Forum as detailed in clause 13 of this Agreement.

APPENDIX D

Rostering Principles

As per the Provision contained in Clause 13.5, the consultative committee shall assist management in the establishment of a roster system that takes into account the principles described in Clause 13.5, and shall be framed in accordance with the following limits:

Definitions

Book off Day: The shift shown on the roster as "B/O".

Duty Free Day: A duty free day is shown in the roster as a blank shift, it should indicate to the Employee that they are not required for duty, however they may be required and should be available for duty/advice on these days.

Company Blank Line Roster

- The Company shall provide a book-off book to the Employees, which is utilised in the following manner:
 - o Employees may nominate which days they are not available for work no later than the second Monday of the fortnightly roster cycle.
 - o Employees may sign for up to four book-off days in any one fortnight.
 - o Employees may request that their book off day commences at midnight by making a notation in the book off book. The Company agrees to facilitate this wherever operationally possible.
 - o Employees whom have not elected to restrict fortnight working to one additional shift nor made a notation in the book required may be rostered to work on assigned Book off days.
 - o Employees whom have not nominated particular book off days will be rostered as required and book off days appointed according to operational requirements.
 - o Book off days will be approved on a first come first served basis with the following exceptions:
 - If a large number of Employees have signed for one particular day, and operational requirements determine that not all Employees will be able to be approved, approval will be determined by the following
The number of requests made by each of the applicants throughout the year.
 - The purpose of the request.
 - The date the book off request was applied for.
 - By negotiation.

- Employees whose books off days are not approved shall be advised of their disapproval at least four working days before the day, which they had requested.

After all shifts have been filled, the remaining book off days are allocated for the fortnight based on operational requirements and according to the provisions of the EA.

14-Day roster will then be posted with book off days.

- Changes to the roster shall be arranged through joint consultation. Employees can agree to the shifting of book off days with less notice. A form letter agreeing to these amendments should be signed on each occasion.
- Employees required to sign on after 0600 hours the following day must be contacted in the daily advice period (0800-1730).
- The commencement time of a shift of ordinary hours and the expected shift length shall be notified to the Employees involved prior to, during, or at the end of the last shift worked.
- In the event that the next shift of ordinary hours is not known by the end of the last of the last shift worked then the Employees will be advised of their next work shift, inclusive of the expected duration of that shift, during the advice periods.
- By mutual agreement, where it is operationally necessary to extend a previously advised shift - notice may be given to the Employees 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 Employees qualified to drive.
- Where it is necessary to cancel a previously rostered shift - a minimum of 12 hours' notice from the rostered time will be given.
- Where advice of rostered shift cancellation cannot be given within the minimum time as listed above alternate work must be provided up to the rostered shift of ordinary hours within the scope of the lift up/lay back provisions.
- By mutual agreement Employees may elect not to claim alternate work as listed above and may nominate to work on a previously un-rostered duty free day.
- Once Employees have been advised of their next turn of duty such shift length cannot be shortened except by mutual agreement to a minimum of 4 hours.
- Employees may be advised of shift alterations by electronic or other means.
- Mutual exchange of shifts will be allowed provided they do not breach any clause of this Agreement and are cost neutral to the Company.

- On any one day, Sunday to Saturday, Employees shall, as rostered, work ordinary shifts of between 4 hours and 12 hours each.
- Ordinary hours shifts shall be rostered over a maximum of ten days in any one fortnight.
- 12 Hour shifts will be rostered in accordance with the provisions contained in Appendix E.
- When an Employee is due to commence annual leave, the Employee is not to be rostered on the Sunday commencing annual leave and the Saturday prior to resuming from annual leave.

MAINTENANCE AND SUPPORT STREAM ROSTERING PRINCIPLES / CODE

- There is to be a minimum of 4 clear Book Off Days per fortnight.
- Book Off Days are to be as follows:
 - Single Days – to be a minimum of 30 hours from 0000 hours on one day to 0600 hours on the next.
 - Multiple Days – additional rostered days off are to be in multiples of 24 hours following the first day as provided above.
- Rosters are to show sign on time and shift length including unpaid meal break if required.
- Rosters are to be developed and modified through joint consultation between the Company and Employees taking into account commercial and operational requirements, fatigue management (see Clause 15.11), family & social commitments.
- The roster is to contain all work and Book Off Days for the complete roster cycle. In this context the cycle means the number of lines in the roster.
- 14 days' notice is required prior to implementing changes to the master roster. Employees can agree to the shifting of book off days with less notice, with a form letter being signed by the individual/s concerned agreeing to such change, on each occasion.
- Where a previously rostered shift is to be cancelled a period of 8 hours notice must be given.
- Where advice of a shift cancellation cannot be given within the 8 hours, as prescribed above, alternate work must be provided up to the rostered shift limit of ordinary hours for that shift.

- By mutual agreement Employees may elect not to claim alternate work as prescribed above and may nominate to work on a previously Book Off Day.
- By mutual agreement, and only where operationally necessary a previously rostered shift may be extended to 12 hours at any period up to the time when the shift is rostered to end.
- Mutual shift exchanges will be allowed provided they do not breach any Clause of this Agreement is cost neutral to the Company and the Employees are suitably qualified.
- On any one day, Sunday to Saturday, Employees may be rostered to work ordinary shifts of between 4 and 12 hours each.
- Ordinary hours (being 76 hours) shall be rostered over a maximum of ten days in any one fortnight.
- 12 hour shifts are to be rostered and worked in accordance with the provisions contained in Appendix E of this Agreement.
- Mandatory Rest Days are to be provided as per clause 11.5 of this Agreement.
- Prior to asking an Employee to extend past their rostered shift limit, and or be called out having already signed off due to a call out / emergency situation, the Company must first seek the Employees view on their fitness to continue, based on both the Companies & Employees Fatigue Management and OH&S obligations.
- When called out after a shift ends within the 10 hour rest period, the 10 hour rest period will restart from the sign off time of the call out.

If an Employee is called out after the 10 hour rest period but within 2 hours of the commencement of the next rostered shift, the rostered shift length may stay the same, as per clause 11.8.1.5 of this Agreement.

APPENDIX E

12 Hour Shifts

The parties have agreed to the working of 12 hour shifts in accordance with the terms and conditions of this Agreement. The primary factor in the working of 12 hours shifts shall be the needs of the Company and the safe working of Employees. The formulation of 12-hour shifts shall be in accordance with the provisions contained in this appendix, and shall be worked in accordance with the provisions contained elsewhere in this agreement.

Working of 12 Hour Shifts

Employees may be rostered to perform up to 6 x 12 hour shifts in any one fortnight, subject to the following limitations:

- No more than 4 x 12 hour shifts in any one week.
- Employees will have a minimum rest period of 72 hours immediately upon signing off at their Home Station following the working of their 4th 12-hour shift in any one week. The first shift at the completion of the 72-hour period is to start after 6:00am.
- A minimum of six book off days shall be rostered in any fortnight with 6 X 12 hour shifts.
- Such shifts shall be worked in accordance with agreed fatigue management principles established during the life of this Agreement.
- Until the parties have established agreed fatigue management principles, the Company will use those as prescribed by the Adelaide University Centre for Sleep Research Train Crew Fatigue Index and Management Principles.
- During the life of this Agreement, the Company may introduce an extra 12 hour shift, subject to full consultation and agreement being reached by the parties to this Agreement and provided that it does not breach any fatigue management index programs as prescribed in clause 14.9.
- The parties to this Agreement are committed to providing a healthy and safe workplace for Employees, which allows the Company to provide a safe and efficient service to its customers.

APPENDIX F

CPI

CPI = The Australian Bureau of Statistics index number for the Weighted Average of eight capital cities, All Groups - Consumer Price Index, 12 monthly figure as contained in catalogue number 6401.0 as published in the September quarter each year.