



Agreement number:

Declaration Receipt – Union collective agreement

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EMPLOYMENT ADVOCATE

Community Language Information

English

This receipt was issued by the Office of the Employment Advocate (OEA) and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the OEA through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the OEA.

Arabic

هذا الإصدار صادر عن مكتب المدافع عن الحقوق المتعلقة بالتوظيف، وهو يعرض معلومات عن اتفاقيات أماكن العمل. إذا كنت لا تستطيع قراءة اللغة الإنكليزية واحتجت لمساعدة في فهم هذه المعلومات يرجى الاتصال بـ OEA عن طريق خدمة الترجمة الخطية والشفوية على الرقم 13 14 50. سيقوم OEA بدفع رسوم خدمة الترجمة الهاتفية هذه.

Chinese

此收據由就業諮詢局 (Office of the Employment Advocate, 简称 OEA) 签发, 其中提供了有关工作场所协议的信息。如果你不能阅读英文而需要帮助了解此资料, 请致电 13 14 50, 通过翻译与传译服务与 OEA 联系。该电话传译服务之费用将由 OEA 支付。

Croatian

Ova priznanica koju je izdao Zastupnički ured za radne odnose (Office of the Employment Advocate – OEA) pruža obavijesti o ugovorima o radu (workplace agreements). Ako ne možete čitati engleski i potrebna vam je pomoć za razumijevanje ovih obavijesti, molimo vas, nazovite OEA putem Službe prevoditelja i tumača na broj 13 14 50. Ove usluge telefonske službe tumača plaća OEA.

Farsi

این رسید توسط اداره حامی استخدام (Office of the Employment Advocate (OEA)) صادر شده است و اطلاعاتی درباره توافق های محل کار را عرضه می کند. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات نیاز به کمک دارید، خواهشمندیم از طریق سرویس ترجمه کتبی و حضوری توسط شماره 131450 به OEA تلفن کنید. هزینه این سرویس ترجمه تلفنی را OEA خواهد پرداخت.

Filipino

Ang resibong ito ay ipinalabas ng Tanggapan ng Tagapagtaguyod ng Hanapbuhay (OEA) at ito ay nagbabahagi ng impormasyon hinggil sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa sa Ingles at nangangailangan ng tulong upang maintindihan ang impormasyong ito, mangyaring tumawag sa OED sa pamamagitan ng Serbisyo sa Pagsasalín at Pagpapaliwanag sa 13 14 50. Ang serbisyo ng pagsasalín sa telepono ay babayaran ng OEA.

Greek

Αυτή η απόδειξη εκδόθηκε από το Γραφείο του Συνηγούρου Επιχειρηματικής Αποχώλησης (Office of the Employment Advocate - OEA) και παρέχει πληροφορίες για τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείσθε να τηλεφωνήσετε στο OEA μέσω της Υπηρεσίας Μεταφραστών και Διερμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμηνέων θα πληρωθεί από το OEA.

Indonesian

Tanda terima ini dikeluarkan oleh Office of the Employment Advocate – OEA (Kantor Pembela Pekerjaan) dan memberikan informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan membutuhkan bantuan untuk memahami informasi ini, silakan telepon OEA lewat Translating and Interpreting Service (layanan penterjemah dan juru bahasa) di 13 14 50. Biaya layanan juru bahasa lewat telepon tersebut akan dibayar oleh OEA.

Italian

La presente ricevuta è stata rilasciata dall'Office of the Employment Advocate (OEA) e contiene informazioni concernenti i contratti di lavoro a carattere aziendale. Se non siete in grado di leggere l'inglese e avete bisogno di spiegazioni, telefonate all'OEA tramite il Servizio Traduttori e Interpreti, chiamando il 13 14 50. Questo servizio è a carico dell'OEA.

Khmer

វិក័យបត្រនេះចេញដោយ Office of Employment Advocate (OEA) ឬការិយាល័យទ្រទ្រង់ការងារ ហោយជនពតមានអកចត្រមេត្រៀងការងារ។ បេលោកអ្នកមិនអាចអានភាសាអង់គ្លេសបានទេ ហោយត្រូវការជនដេរ្យដោយបានយល់ដឹងពតមាននេះ សមទរស័ពទៅ OEA តាមរយៈសេវាបកប្រែ (TIS) លេខ 13 14 50 ។ ការិយាល័យ OEA នឹងបង់ថ្លៃពេលការប្រសេវាបកប្រែតាមទរស័ពនេះ។

Korean

이 영수증은 고용 보호 사무소(OEA: the Office of the Employment Advocate)가 발행한 것으로서 워크플레이스 어그리먼트들에 관한 정보를 제공하는 하는 것입니다. 영어를 이해하지 못하시고 이 정보를 이해하기 위해 도움이 필요하신 경우에는 13 14 50 번으로 번역 및 통역 서비스(TIS)에 전화하셔서 OEA 로 연락하여 주시기 바랍니다. 이 전화 통역 서비스 비용은 OEA 가 부담합니다.

Lao

ໜັງສືໂບຮັບມີແມ່ນອອກໃຫ້ໂດຍໜ້ອງການສົ່ງເສີມວຽກງານ (Office of the Employment Advocate [OEA]) ແລະ ໃຫ້ອາຍລະອຽດກ່ຽວກັບສັນຍາການຮັດວຽກ. ຖ້າທ່ານອ່ານ ພາສາອັງກິດບໍ່ໄດ້ ແລະ ຕ້ອງການຄວາມຊ່ວຍເຫຼືອເພື່ອອະທິບາຍອາຍລະອຽດດັ່ງກ່າວນີ້, ກະລຸນາໂທຮະສັບຫາ ໜ້ອງການ OEA ໂດຍຜ່ານໝວກແປເອກກະສານແລະແປພາສາ ທີ່ໝາຍເລກ 13 14 50. ທາງໜ້ອງການ OEA ຈະເປັນຜູ້ອອກຄ່າໃຊ້ຈ່າຍໃນການໂທຮະສັບນີ້ໃຫ້.

Macedonian

Oваа потврда ја издаде Службата на Застапникот за вработување (Office of the Employment Advocate - OEA) и содржи информации за работните спогодби. Ако не можете да читате на англиски јазик и ако ви треба помош да ги разберете овие информации, ве молиме телефонирајте во OEA-службата преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За преведувањето ќе плати OEA-службата.

Malay

Resit ini dikeluarkan oleh Pejabat Advokat Pekerjaan (Office of the Employment Advocate – OEA) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak dapat berbahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon OEA melalui Perkhidmatan Penterjemahan dan Jurubahasa (Translating and Interpreting Service) pada nombor 13 14 50. Perkhidmatan ini akan dibiayai oleh OEA.

Polish

Kwit ten został wydany przez Biuro Rady ds. Zatrudnienia (Office of the Employment Advocate, w skrócie OEA) i zawiera informację na temat umów o pracę. Jeśli nie mówisz po angielsku i potrzebujesz pomocy w przeczytaniu i zrozumieniu tej informacji, prosimy zadzwoń do OEA za pośrednictwem tłumacza z Biura Tłumaczy (Translating and Interpreting Service) pod numerem 13 14 50. Usługi telefoniczne tłumacza zostaną opłacone przez OEA.

Portuguese

Este recibo foi emitido pelo Escritório de Apoio ao Trabalho [Office of the Employment Advocate OEA] e oferece informações a respeito de acordos empregatícios. Se você não puder ler em inglês e precisa de ajuda para entender estas informações, telefone para o OEA através do Serviço de Interpretação e Tradução telefone numero 13 14 50. Este serviço de interpretação por telefone será pago pelo OEA.

Russian

Настоящее уведомление о регистрации подготовлено Юридической службой по делам занятости Оу-И-Эй (Office of the Employment Advocate (OEA)) и содержит информацию о трудовых договорах. Если Вы не умеете читать по-английски и для понимания этой информации Вам необходима помощь, свяжитесь, пожалуйста, с Оу-И-Эй через телефонную переводческую службу по номеру 13 14 50. Оплата телефонных услуг переводчика будет произведена за счет Оу-И-Эй.

Samoan

O le risiti lenei e mai le Ofisa Su'esu'e o Galuega, le Office of Employment Advocate (OEA) ma e mau ai faamatalaga i feagaiga tau galuega. A le mafai ona e faitau i le gagana Peretania, ma e mana'omia se fesoasoani i le faamalalamaina o nei faamatalaga, vala'au i le OEA e auala i le tautua Faaliliu 'Upu i le 13 14 50. O le tautua Faaliliu 'Upu e tofogiina e le OEA.

Serbian

Ova potvrda koju je izdala Kancelarija advokature za radne odnose (Office of the Employment Advocate – OEA) pruža informacije o radnim ugovorima (workplace agreements). Ako ne možete da čitate engleski i potrebna vam je pomoć da biste razumeli ove informacije, molimo vas da nazovete OEA preko Službe za prevodjeve na broj 13 14 50. Ove usluge telefonske prevoditeqske službe plaćene su od strane OEA.

Spanish

El presente recibo fue expedido por la Oficina del Defensor del Empleo (Office of the Employment Advocate/OEA) y proporciona información sobre acuerdos de condiciones laborales. Si usted no puede leer en inglés y necesita ayuda para entender la información contenida en este documento, llame a la OEA por medio del Servicio de Traducción e Interpretación (Translating and Interpreting Service), al 13 14 50. La OEA abonará la tarifa de dicho servicio de interpretación telefónica.

Swahili

Hii risiti imepeanwa na afisi ya wakili anayotetea utumishi na inapeana habari ya mapatano yanayoendelea kazini. Ikiwa huwezi kusoma kingereza na unahitaji kusaidiwa kuelewa haya maneno tafadhali piga simu afisi ya wakili wa utumishi ukipitia afisi ya kufasiri na kufanua kwa namba ya simu, moja tatu moja nne tano sufuri (13 14 50). Hii manufaa inayotumia simu italiipiwa na afisi ya utumishi.

Thai

ใบเสร็จรับเงินฉบับนี้ ออกโดยสำนักงาน The Office of the Employment Advocate หรือ OEA ซึ่งได้ให้ข้อมูลเกี่ยวกับข้อตกลงต่าง ๆ ในสถานที่ทำงาน หากท่านอ่านภาษาอังกฤษไม่ได้ และต้องการความช่วยเหลือเพื่อทำความเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน OEA ผ่านบริการล่ามและแปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 OEA จะเป็นผู้ชำระค่าใช้จ่ายสำหรับบริการแปลภาษาทางโทรศัพท์นี้ให้ท่าน

Tongan

Ko e tahi tali totongi ko 'eni 'oku 'oatu ia 'e he Office of the Employment Advocate (OEA) ('Ofisi Taukave' i Ng ue) pea 'oatu foki ai ha fakamatala fekau'aki mo e ngaahi aleaupau fakang 'ue'anga . Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilit nia pea 'oku ke toe fiema'ua ha tokoni ke mahino 'a e fakamatala ko 'eni , pea ke k taki 'o t ki he OEA 'o fakafou atu 'i he Translating and Interpreting Service (Va'a Ng ue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he OEA 'a e fakatonulea fakatelefonu ko 'eni .

Turkish

Bu makbuz İstihdam Sözcüsü Ofisi (OEA) tarafından verilmiştir ve işyeri anlaşmalarını konusunda bilgi sağlamakladır. İngilizce okuyamıyorsanız ve bu bilgileri anlamak için yardıma gereksinmeniz varsa lütfen OEA'yi 13 14 50 numaradaki Yazılı ve Sözlü Çeviri Servisi aracılığıyla arayınız. Bu telefonla tercüme servisinin ücreti OEA tarafından karşılanacaktır.

Vietnamese

Văn phòng Cố Động Nhân Dụng OEA cấp phát biên nhận này và cung cấp những thông tin về hợp đồng lao động. Nếu quý vị không thể đọc tiếng Anh và cần được giúp đỡ để hiểu thông tin này, xin vui lòng gọi điện thoại cho OEA qua dịch vụ Phiên Dịch và Thông Ngôn Qua Điện Thoại số 13 14 50. Văn phòng OEA sẽ trả lệ phí cho dịch vụ thông ngôn này.

Union Collective Workplace Agreement 2006

Between

Train Crewing Services

&

Australian Rail, Tram & Bus Union

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1. TITLE

- 1.1. This Agreement shall be referred to as the Train Crewing Services Union Collective Workplace Agreement 2006 (“this Agreement” or “the Agreement”).

2. PARTIES

- 2.1. This Agreement is made between Train Crewing Services Pty Limited ACN 101 702 952, (“TCS” or “the Company”), and the Australian Rail Tram and Bus Union, (“the RTBU” or “the Union”).

3. SCOPE

- 3.1. This Agreement will apply to all employees employed by Train Crewing Services to perform primarily train operations in all states and territories of Australia.
- 3.2. This Agreement does not apply to any such employee whose employment is subject to any other form of workplace agreement provided for under the Workplace Relations Act 1996 (“the Act”).
- 3.3. Patrick will provide a letter of appointment to employees subject to this Agreement, together with a copy of such, setting out the terms and conditions of their employment.

4. TERM OF AGREEMENT

- 4.1. This Agreement shall commence operation from the day on which it lodged with the Office of the Employment Advocate (OEA) and shall remain in force for a period of 5 years, subject to any variation or termination in accordance with the Act.

5. PREVIOUS AGREEMENTS RESCINDED AND/OR VARIED

- 5.1. This Agreement and attached Schedules are intended to cover the field in relation to all matters relating to the terms and conditions of employment of all employees whose employment is subject to this Agreement. It is not open to any party to raise additional matters relating to employment and employment conditions during the term of this Agreement.

- 5.2. This Agreement shall replace, subject to the provisions of the Act, any other workplace agreement which has effect in relation to the employees, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this Agreement and which regulated or purported to regulate the terms and conditions of employment of employees to whom this Agreement applies.

6. INTENT, CHANGE AND CONTINUOUS IMPROVEMENT

- 6.1. It is the intent of the parties to achieve fundamental and ongoing reform of employment arrangements and to ensure this Agreement or any other general employment arrangement does not impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company. The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 6.2. It is recognised by the Company that job security, career paths, potential high earning capacity, communication / employee involvement, co-operation, non-discrimination, equal employment opportunity, equitable, transparent and safe employment arrangements and relationships are standards expected by employees and the Union which the Company will strive to achieve at all times.
- 6.3. TCS employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the Union that the employees' role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, cargo / equipment care, stability and reliability.
- 6.4. The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.

7. COMMUNICATION & CONSULTATION

- 7.1. The Company shall utilise a range of communication practices to facilitate open discussion, consideration and understanding of Company activities and to enhance employee input into problem solving and decision-making processes, including the involvement of employees in risk assessment and other OH&S processes. This will also include consultative mechanisms involving employees, and if they request, their representatives for these purposes.
- 7.2. The Company having made a decision that it intends to proceed with any significant change in its workplace arrangements shall advise employees, or at the employee's request, the employee's representative in writing of the nature of the change, the reason for it, the timing of it, and any other relevant information. The Company shall consider any views or advice from the employees or their representative in relation to the proposed change, however this consultation shall not of itself give cause for any delay to the implementation of the change, nor shall there be any obligation upon the Company to obtain agreement to the change.
- 7.3. For the purposes of the above subclause, "significant change" shall include significant changes in the composition, operation or size of the Company's workforce, or in the skills required, the hours of work or which require the transfer of employees to other work locations.
- 7.4. Where, subject to the provisions of this clause requiring proper prior consultation, the Company exercises its rights to implement significant change in the workplace and an employee disagrees with that decision and the implementation of the change, then subject to there being no industrial action or rejection of

implementation of the change, the employee may seek to progress the matter in dispute in accordance with the Dispute Resolution Procedure set out in Schedule 1 of this Agreement.

8. DISPUTE RESOLUTION PROCEDURE

- 8.1. The procedure for resolution of disputes is contained in Schedule 1.
- 8.2. Those procedures require that any matter in dispute must firstly be raised by an employee, or at the employee's request by his / her representative, at job level with his / her manager prior to escalation through the procedure. No matter will be processed in accordance with the procedures unless it has firstly been genuinely addressed at site level and thereafter still remains unresolved.

9. GENERAL RIGHTS, ENTITLEMENTS AND OBLIGATIONS

- 9.1. Company management has rights and responsibilities and nothing in this Agreement shall be taken to diminish these in any manner. The Company may determine which positions, structures, levels of staffing, daily manning, equipment, methods of operation and work practices shall exist at any time and the manner in which employees placed by the Company to those positions and structures carry out their duties. This right is subject to any compelling law/regulation and is only qualified to the extent required to give effect to the provisions of sub-clauses 7.2 and 7.4 where appropriate.
- 9.2. The Company may employ and train any mix of full time, part time and casual employees to the level of its operational requirements as it determines at any time and / or may deploy without restriction and train other sources of labour available to the Company, such as contractors or labour hire company personnel.
- 9.3. The Company may select internally or recruit, at its discretion and in accordance with Company policies and procedures, any person to fill a vacancy. The Company's Equal Employment Opportunity policy shall apply to recruiting, selecting, developing and managing employees.
- 9.4. An employee of the Company employed under this Agreement shall perform any work that the Company may reasonably require, including any work of a higher or lower grade for which the employee is qualified.
- 9.5. Employees shall be paid at the rate of pay in this Agreement commensurate with the relevant pay scale for the skills and/or qualifications required by the Company for the position to which the employee is appointed or as otherwise agreed.
- 9.6. An employee's entitlement to payment may be suspended for any period during which the employee refuses to work in accordance with this Agreement, his/her contract of employment or in compliance with a lawful and reasonable direction of the Company.
- 9.7. Where there is a requirement for an investigation into a workplace incident or alleged misconduct, an employee may be stood down with pay for the duration of the investigation. If appropriate, alternate duties may be allocated during this time.
- 9.8. An unpaid suspension of up to 1 week may also apply following an investigation into an incident or alleged misconduct where the investigation establishes that an employee has breached their contract of employment.
- 9.9. Where employees cannot be usefully employed because of any strike or industrial stoppage or any other cause for which the Company cannot reasonably be held responsible, the Company may as a last resort stand employees down and deduct payment for any period the employees are so stood down.

- 9.9.1. Before initiating any such stand down, the Company will discuss with employees any available alternative work or required training or the taking of any leave which may be due to them.
- 9.9.2. If the Company stands down an employee in accordance with this Agreement, the employee's continuity of employment for leave and service related benefits under this Agreement will not be affected and the employee shall also be free to take other employment during the period of the stand down.
- 9.9.3. Where the employee has taken other employment during the stand down period and a period of reasonable notice is required by their employer, then the employee shall be able to work that notice without prejudice to their employment with the Company.
- 9.10. Employees are required to be familiar with and to observe at all times, the Company's various policies and procedures. Employees shall be advised in writing of any intended change to Company policies and procedures prior to such change taking effect. For the avoidance of doubt, although employees are required to observe the Company's policies and procedures, the terms and contents of the Company's policies and procedures are not terms of this Agreement.
- 9.11. The Company is an Equal Employment Opportunity (E.E.O.) employer and will ensure that it has policies and procedures in place for the prevention of discrimination or harassment in the workplace. The Company will promptly investigate and seek to resolve any alleged instance of discrimination or harassment in accordance with its procedures.
- 9.12. Where an employee's duties require him / her to have access to a Maritime Security Zone, the employee will be required to obtain a Maritime Security Identification Card (MSIC) at company cost and maintain same at all times while ever the employee is required to have access to a Maritime Security Zone. If an employee whose duties require him / her to have access to a Maritime Security Zone is denied an MSIC or has their MSIC withdrawn by the issuing authority, his / her employment may be terminated.
- 9.13. Where the Company requires an employee to obtain a licence, trade certificate or other qualification in order to perform their job, the Company shall pay the normal costs of such.
- 9.14. Employees will undergo medical assessments by a Company nominated Doctor at regular intervals or otherwise, as required by the Company. The cost of the assessments will be borne by the Company to the point of diagnosis and the results made available to the employee.
- 9.15. If an employee fails to retain or maintain any licence, trade certificate, qualification or the physical capability that is necessary to perform the inherent requirements of his/her job, the Company will explore any reasonable options, including redeployment. Where an employee is determined to be medically unfit and there is a satisfactory prognosis that the employee will regain fitness for normal duties Personal Leave entitlements shall apply. However, where no such options can be identified, the Company may initiate termination of the employee's employment. In such circumstances the employee will be provided with notice of termination in accordance with this Agreement (or payment in lieu of notice) together with any other entitlements to which he or she is entitled to be paid on termination. However, and for the avoidance of doubt, termination in these circumstances is not a redundancy.

10. EMPLOYEE REPRESENTATION

- 10.1. The Company acknowledges that an employee may choose to be accompanied by or represented by another employee, a union delegate or a union official in dealing

with concerns over workplace matters with the Company. This is subject always to the employee(s) concerned continuing to act in accordance with his / her contract of employment and with this Agreement.

- 10.2. Subject to bona fide safety issues, discussions held between an employee and his/her representative or discussions by either or both of them with the Company, shall be held with the approval of the Company at times that do not interfere with the normal operations of the Company. The number of employee representatives or union delegates from the workplace involved in any such discussions shall normally be one, unless otherwise agreed by the Company.
- 10.3. The Company will allow the employee representative / delegate absence from normal duties without loss of pay to represent the interests of employees in on-site discussions with the Company.

11. HONESTY AND FAIRNESS

- 11.1. The Company is committed to treating its employees in a fair and honest manner and will promptly investigate and provide a fair and confidential hearing of any reasonable personal concern of an employee which would not otherwise be dealt with in sub-clause 9.11 (E.E.O. issues), as an Occupational Health and Safety issue, or as an industrial issue in accordance with the procedure in Schedule 1 as a matter arising under this Agreement.

12. PERFORMANCE REVIEWS

- 12.1. Employees shall be subject to ongoing individual, one on one, performance evaluations and career planning reviews.
- 12.2. An employee shall be required to participate in performance appraisals conducted by Management. Such appraisals will be conducted with a view towards recognition of improved performance and / or to provide constructive and positive support such as additional training where areas for improvement are identified.
- 12.3. Reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity and understanding of company policies, job satisfaction and communication within the enterprise.

13. TRAINING

- 13.1. All employees shall be available to undertake any training as required by the Company and to train any other person including casuals and contractors when required by the Company. All training will take place in accordance with operational requirements as determined by the Company and the Company shall, for all training, have the right to determine who is trained, when, how and to what extent.
- 13.2. The Company will determine the manner in which any training is delivered. Training may be delivered by either:
 - (a) external trainers or assessors; or
 - (b) internal management or employee trainers or assessors.

Where external training providers are engaged, the Company will determine the provider. Where training is performed by Company employees in accordance with Company requirements, the hours spent training shall be treated as working hours for rostering and payment purposes.

- 13.3. Training undertaken by employees as part of their normal work shall be treated as ordinary worked hours for rostering and payment purposes.

- 13.4. Training undertaken will be consistent with the relevant TDT framework.

14. UNIFORMS

- 14.1. Patrick shall supply, and employees shall utilise and/or wear at all times when at work any safety or protective apparel or equipment and Company uniforms.
- 14.2. It is the responsibility of each employee to clean and maintain all Company supplied items and to wear them unaltered and unadorned.
- 14.3. Any employee who presents for work without the correct equipment or apparel (unaltered and unadorned) will not be permitted to commence work until such time as the employee is correctly equipped and attired. The employee's entitlements may be suspended in accordance sub-clause 9.6 of this Agreement.

15. PAYMENT OF WAGES

- 15.1. Payment for all employees will be made fortnightly in arrears into a nominated financial institution. Payment will be made on the same weekday each fortnight as nominated by the Company except in weeks commencing with a Monday public holiday for employees or for pay staff in which case payment shall be effected one day later than normal. Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of wages takes place. The Company may change the day of the fortnight when payment is normally made provided employees are given thirty days notice in advance.
- 15.2. Hours of work may be calculated from times logged via manual clock cards, electronic clocking system, swipe cards, time sheets, other auditable means or new technology in the future.

16. SUPERANNUATION

The Company will make contributions to a complying superannuation fund nominated by an employee in accordance with its obligations under the Superannuation Guarantee Charge Act. If an employee does not nominate a complying fund, the Company will direct its contributions to the Company's nominated default fund on their behalf. An employee may change their nominated fund to another complying fund once only in any 12 month period.

17. CATEGORIES OF EMPLOYMENT

- 17.1. An employee covered by this Agreement may be employed on a full time, part time or casual basis.
- 17.1.1 A full time employee will be engaged for 76 ordinary hours per fortnight.
- 17.1.2 A part time employee is an employee engaged to work less than 76 ordinary hours per fortnight. Part time employees can work additional hours, up to those of a full time employee, at ordinary time rates, and will accrue annual leave, personal leave and long service leave on a pro rata basis based on actual hours worked.
- 17.1.3 A casual employee is an employee engaged on a casual, ad hoc basis and paid by the hour. The minimum engagement for each instance shall be 6 hours. Casual employees are not entitled to the benefits of clauses 20, 21, 24 or 25.
- 17.1.4 In addition to the above, an employee may be engaged on a temporary basis in either of the categories at 17.1.1 and 17.1.2. A temporary engagement is for a specified period of time. A temporary employee will

be entitled to the leave benefits in this agreement on a pro rata basis, based on the length of their engagement.

18. CLASSIFICATIONS, PAY RATES & ALLOWANCES

- 18.1. Employees engaged in accordance with this Agreement will be employed in accordance with the classifications set out in Schedule 3.
- 18.2. Full time employees will be paid an annual salary for 76 hours per fortnight, as prescribed by Schedule 4 of this Agreement. The annual salary for part time employees will be determined on a pro rata basis.
- 18.3. Hours in excess of 12 per shift (9 for driver only operations) or 76 per fortnight will be paid using the overtime rate prescribed at Schedule 4. This rate is calculated as 1.7 times the ordinary hourly rate.
- 18.4. When an employee is required to work an extra shift, additional to the posted working roster, they will be paid at the prescribed overtime rate as set out in Schedule 4. This rate is calculated as 1.7 times the ordinary hourly rate. Any time worked on such an extra shift and paid at this rate shall stand alone from the 76 ordinary hours per fortnight.
- 18.5. Leave payments will be calculated using the prescribed ordinary hourly rate. One day of leave is equivalent to 7.6 hours.
- 18.6. Casual employees will be paid the hourly rates prescribed at Schedule 4, with the casual overtime rate becoming applicable after 76 hours per fortnight.
- 18.7. The rates of pay prescribed will be inclusive of all payments, inclusive of shift & weekend penalties, annual leave loading, public holiday payments, casual loading where applicable, takes into account all responsibilities for each classification, the workplace conditions and other factors associated with the required duties, the location of the work and related environmental factors. It covers payment for all worked ordinary hours and any allowances which might otherwise be applicable to the work unless additional allowances are set out in this Agreement.
- 18.8. When an employee is resting at a barracks location and such time exceeds 12 hours from sign off, the employee shall receive payment for such hours at the ordinary hourly rate. This payment does not count toward working hours for the purpose of counting 76 hours per fortnight.
- 18.9. Where an employee is required to rest away from their home base they shall receive a meal allowance in the amount prescribed by the table below for each 8 hours or part thereof. The proposed increases will be applicable as at the first full pay period on or after the prescribed date.

Meal Allowance	
Effective Date	Rate
Current	\$17.50
1 October 2006	\$18.50
1 October 2007	\$20.00
October 2008	CPI - Food Group*
October 2009	CPI - Food Group*
October 2010	CPI - Food Group*
October 2011	CPI - Food Group*

* - The meal allowance rate will increase each year in accordance with the CPI figure for the Food Group as reported by the Australian Bureau of Statistics (the "ABS"). The figure used will be the weighted average of the 8

capital cities based on the previous year September quarter to the current year September quarter. These figures are published each October, therefore the increase will be applied effective the first full pay period on or after the figures are released by the ABS. Notwithstanding this, the rate shall not exceed the reasonable allowances amount for award/industrial instrument overtime meal allowances as set by the Australian Taxation Office.

- 18.10. An employee required to use their own vehicle to travel to a work location that is different to their usual work location shall be reimbursed for the kilometres travelled (shortest route). This payment shall be made in accordance with the rates prescribed by the Australian Taxation Office.
- 18.11. Due to operational requirements, an employee may be requested to transfer to another work location (base) on a temporary basis. In such circumstances the Company will pay all reasonable expenses associated with the transfer, accommodation and meal allowances as prescribed by clause 18.9. This period may extend beyond two weeks where agreed by the employee. Hours spent travelling to and from a temporary work location are paid at the ordinary rate and are included in fortnightly hours of work.
- 18.12. Employees shall be reimbursed for all authorised expenses incurred on behalf of the Company. In emergency circumstances, expenses may be incurred without prior authorisation. The emergency services provision may be withdrawn or expenses refused if it is found that it has not been used for genuine situations.
- 18.13. An employee performing driver only operation shunting will receive a loading of 9% on the ordinary hourly rate. The rates will be as prescribed at Schedule 4.
- 18.14. An employee performing driver only operation mainline will receive a loading of 18% on the ordinary hourly rate. The rates will be as prescribed at Schedule 4.
- 18.15. An allowance of 5% will be paid to the driver in the rear locomotive in 3 person push pull operation for the time spent performing such duties.
- 18.16. The allowance prescribed at 18.13 will be paid to both drivers involved in a 2 person push pull operation for the time spent performing such duties.
- 18.17. Where an employee is temporarily required to perform duties at a higher classification than that to which they are appointed, they will receive payment for the entire shift at the rate prescribed for that higher classification. This is not applicable if an employee is being trained in higher classification and is not fully performing such duties or is only performing them with direct supervision.
- 18.18. If any employee is temporarily performing duties at a lower classification than that to which they are appointed they will continue to receive the rate of pay for the classification to which they are appointed.

19. HOURS OF WORK

- 19.1. The ordinary hours of work are 76 hours per fortnight.
- 19.2. Where an employee makes themselves unavailable for work, with the exception of approved leave, their fortnightly payment will be reduced by the number of hours that have been held unavailable. An employee who is not available for their next shift because of minimum rest or operational requirements shall not be subject to this clause.
- 19.3. Permanent employees will be engaged for a minimum 6 hours on each shift. Where less than 6 hours are completed, due to instructions from the Company, it shall be treated as though 6 hours have been completed. This provision shall also apply to a shift cancelled with less than 12 hours notice.
- 19.4. Where a train is manned by any combination of two or more Operators of any classification, the maximum shift length shall be 12 hours. This may be extended to 16 hours in emergency situations (as defined by relevant legislation) or as

- provided for in 19.5. Where it is a driver only operation, the maximum shift length shall be 8 hours, extended to 9 in emergency situations.
- 19.5. Where rostered for rest/barracks away from home an employee may be rostered as a return home passenger by the first available means without the need for the prescribed interval at 19.6.2. However, in this circumstance the shift will not exceed 16 hours of duration from sign on to sign off at home base. During the extension to 16 hours employees will not undertake duties, nor drive a motor vehicle.
- 19.6. The minimum interval between shifts shall be:
- 19.6.1 11 hours between sign off at home base to sign on at home base. An employee can elect to increase this to 12 hours provided they advise management prior to confirming the rostered job;
- 19.6.2 7 hours between sign off at non home base to sign on at non home base. An employee can elect to increase this to 8 hours provided they advise management prior to confirming the rostered job.
- 19.7. Where an employee has rested away from home, a maximum 40 hours is permitted between sign on, on the first shift and sign off on the second shift, unless otherwise agreed between the Company and the affected employee.
- 19.8. An employee may be expected to commence up to 2 hours earlier or 4 hours later than rostered. Such change can be notified only once per rostered start.
- 19.9. Employees will receive 4 duty free days per fortnight. At least 2 of these will be consecutive. Employees may be requested to work 1 duty free day and may elect to make themselves available for more.
- 19.9.1. Where a duty free day stands alone they shall be of the following durations:
- 19.9.1.1. A minimum of 35 hours from sign off on one shift to sign on for the next;
- 19.9.1.2. A minimum of 30 hours in duration where the shift finishes before midnight on one day to commencing at 0600 the day following the duty free day.
- 19.10. Multiple duty free days shall be 35 hours for the first day and 24 hours for subsequent days from the sign off time.
- 19.11. Duty free days will not be infringed upon by the provisions of 19.8, unless agreed with the employee concerned.
- 19.12. An employee will not be required to work more than 11 consecutive days. Where 11 consecutive days are worked, a mandatory rest day will occur on the 12th. This is not contained to a "pay" fortnight, it is to be observed over rolling twelve day periods. A mandatory rest day counts as a duty free day and will be treated in the manner prescribed by clauses 19.9 & 19.10.
- 19.13. On each shift an employee will be entitled to a personal needs/meal break of up to 30 minutes (consecutive). Such breaks will be taken at times that do not interfere with the efficient running of trains.
- 19.13.1. When working with an employee classified at level 4 or below the driver will confer with a supervisor or train controller in order to take their break. This should be taken between the 3rd and 6th hours.
- 19.13.2. On driver only trains the meal break will occur between the 3rd and 5th hours following consultation with a supervisor or train controller.

19.13.3. Where two employees classified grade 5 or above are undertaking line haul/main line duties, meals will be consumed en route by rotation of employees.

19.13.4. Where unplanned work is required after main line duties an additional 30 minute break will be taken. The break will be taken at the end of the shift if required by the Company.

20. ANNUAL LEAVE

- 20.1. An employee is entitled to 5 weeks annual leave for each 12 months continuous service. Annual leave will accrue on a pro rata basis from commencement of employment.
- 20.2. Annual leave, when taken, will be paid at the employee's ordinary rate of pay. One day of annual leave shall be equal to 7.6 hours.
- 20.3. Annual leave loading is not applicable. An allowance has been made for this in the annual salary as prescribed at clause 18.7.
- 20.4. Annual leave shall be given and taken at mutually agreed times. Failing agreement on the timing of annual leave, it will be taken at a time fixed by the Company within a period not exceeding twelve months from the end of the twelve months in which the annual leave entitlement accrued and after not less than four weeks' notice to the employee. However, to meet emergencies or influences beyond the Company's control, employees may be directed to take annual leave at any time subject to four week's notice.

21. PERSONAL LEAVE

- 21.1. After one month's service with the Company, a personal leave entitlement of 10 days per year will be available to each employee to cover absences due to personal illness or injury (sick leave) or caring for an immediate household or family member who is sick and requires their care and support (carer's leave).
- 21.2. At the end of any year, that year's unused personal leave is cumulative. Personal leave will not be paid out on termination of employment.
- 21.3. Immediate household or family member is defined as spouse, de facto spouse, parent or step parent, child or step child or someone who lives as a member of the employee's immediate family.
- 21.4. To be eligible for paid personal leave, an employee is required to notify an absence where possible 4 hours prior to the commencement of the shift for which the claim is made, and may be required to provide medical proof to the satisfaction of the Company that a genuine medical condition necessitated the absence for which leave is sought.
- 21.5. Personal leave, when taken, will be paid at the employee's ordinary rate of pay. One day of personal leave shall be equal to 7.6 hours.
- 21.6. Where an employee has no entitlement to paid personal leave, they will be entitled to up to two days unpaid carer's leave in any instance where they are required to care for an immediate household member who is sick and requires their care and support.

22. COMPASSIONATE LEAVE

- 22.1. On the death of or in the event of a life threatening illness or injury to an employee's spouse, parent, sibling, parent-in-law, grandparent, child or stepchild, they will also be entitled to compassionate leave not exceeding two days.

- 22.2. Compassionate leave will be paid at the ordinary rate of pay and one day is equal to 7.6 hours.

23. TRAUMATIC INCIDENT

- 23.1. Where an operator is involved in a traumatic incident, such as a fatality they will be:
- (a) relieved as soon as practicable;
 - (b) provided with access to the Employee Assistance Program;
 - (c) provided with an appropriate amount of paid leave to receive any mental health care they require. This is a separate entitlement to any other leave.

24. PARENTAL LEAVE

- 24.1. Under this Agreement, parental leave provisions shall apply in accordance with the Australian Fair Pay and Conditions Standard (the "Standard").

25. LONG SERVICE LEAVE

- 25.1. Under this Agreement, long service leave entitlements shall be in accordance with relevant state legislation.

26. JURY SERVICE

- 26.1. An employee required for jury service during his or her ordinary working hours shall be permitted to attend jury service without loss of pay. Payments for Court attendance shall be paid directly to the company. 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.

27. PUBLIC HOLIDAYS

- 27.1. Employees will be entitled to the following public holidays without loss of pay and if rostered off on this day will receive a payment of 7.6 hours at the ordinary rate which shall not count towards the 76 worked hours for the fortnight:
New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day and any other days gazetted by the appropriate State, Territory or Federal Government. One additional day will be taken at a mutually agreed time for all sites.
- 27.2. When Christmas, Boxing, New Year's, or Australia Day fall on a Saturday or Sunday, the following arrangements shall apply:
- 24.2.1 Christmas Day – holiday in lieu thereof observed on 27 December;
 - 24.2.2 Boxing Day – holiday in lieu thereof observed on 28 December;
 - 24.2.3 New Year's or Australia Day – holiday in lieu thereof observed on the following Monday.
- 27.3. If an employee is required to work on a public holiday they will receive a loading of 100% for a maximum of 7.6 hours. This is in addition to compensation that has already been built into the annual salary amount.

28. NOTICE OF TERMINATION

28.1. A full time or part time employee employed under this Agreement and the Company both have the reasonable and lawful right to terminate an employee's employment on notice as follows:

Period of continuous service with the Company	Period of Notice
Not more than 3 months	1 day
Over 3 months, under 1 year	1 week
Over 1 year, under 3 years	2 weeks
Over 3 years, under 5 years	3 weeks
Over 5 years	4 weeks

28.2. An additional period of 1 week's notice by the Company shall apply if an employee has over 2 year's service and will be over 45 years of age at the time of termination.

28.3. Where employment is terminated on notice, an employee will continue in employment until the expiry of the notice period, or will accept payment from the Company in lieu of notice. Where an employee resigns and does not work out the required notice period, the Company may withhold payment for the period of notice not worked from any payout of entitlements due to the employee. Any such payment or withholding will be at the employee's normal rate of pay as set out in Schedule 4 of this Agreement. If an employee is absent during the notice period without reasonable cause, they will not be entitled to payment for the period of absence.

28.4. Where the Company has given notice of termination to an employee, the 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.

28.5. Despite the foregoing, the Company may dismiss an employee at any time for conduct justifying summary dismissal and then will be liable only for payment up to the time of dismissal.

28.6. On termination of employment, the Company will, at an employee's request, give them a statement signed by the Company stating the period of employment, the class of work engaged in and when the employment was terminated. The Company, upon request will also provide copies of Certificates of Attainment.

28.7. On termination of employment, an employee must return to the Company all uniforms, identity cards, work tools, keys and all other items issued by the Company. Where on termination an employee fails to return Company property issued, the Company may deduct the monetary value of such property (with due consideration to normal wear and tear) from any payments to be made to the employee on termination.

28.8. A redundancy situation may occur where the Company determines that it no longer requires the position the employee has been employed for and this is not due to the ordinary and customary turnover of the business. Where this occurs, conditions relating to redundancy situations and redundancy payments will be in accordance with Schedule 5.

29. SIGNATORIES

This Agreement is made at..... on the day of
..... 2006.

.....

Signed for and on behalf of
TRAIN CREWING SERVICES PTY LIMITED
Acting as the duly authorised representative of
the Company empowered to sign this Agreement.

(Please Print)

Name

Address.....

Title.....

.....

Signed for and on behalf of
AUSTRALIAN RAIL, TRAM & BUS UNION
Acting as the duly authorised representative of
the Union empowered to sign this Agreement.

(Please Print)

Name

Address.....

Title.....

SCHEDULE 1 – DISPUTE RESOLUTION PROCEDURE

Disputes at job level

1. In the event of a dispute arising at job level, the employee, or at the employee's request the employee's representative and the relevant manager shall immediately confer at job level and shall attempt to resolve the issue without delay.

Lack of Agreement at job level

2. If the dispute is unable to be resolved at job level, the employee or the employee's representative (if requested by the employee to represent the employee) will discuss the matter in dispute with the site manager of the Company. Where the employee wishes to involve the union in the matter, a Branch official may be involved at this level of the procedure.

Reference for Federal discussions

3. If the dispute is unable to be resolved at a site level, the employee or the employee's representative (if requested by the employee to represent the employee) may seek to have the matter referred for consideration by the Company's corporate office. Where the employee wishes to involve the union in the matter, a Federal official may be involved at this level of the procedure.

Conciliation

4. If the matter remains unresolved, the Company or the employee may seek to have the matter referred to a mutually agreed independent mediator or conciliator.
5. Where the employee and the Company are unable to agree on an independent conciliator or mediator, either party may refer the matter to the AIRC.

Arbitration

6. If:
 - (a) the dispute relates to a matter arising under the agreement, and
 - (b) steps 1 to 5 above fail to resolve the issue within a reasonable time, and
 - (c) the parties agree to have the dispute arbitrated,then the dispute may be referred to a mutually agreed third party for arbitration. Any arbitrated decisions under this procedure shall be accepted and adhered to by all parties, subject to their rights under the Act.

Continuity of Work

7. While a dispute is being progressed in accordance with the procedure set out in this Schedule, the employee(s) to whom the dispute relates;
 - (a) must work without interruption in accordance with their contract of employment and the terms of this Agreement; and
 - (b) must comply with any reasonable direction given to the employee(s) by the Company to perform other available work.
8. However, where;
 - (a) the Company has advised the employee or the employee's representative (if requested by the employee to represent the employee) of a change; and

- (b) the employee(s) or the employee's representative (if requested by the employee to represent the employee) advise the Company in writing within 1 week of their intent to progress the matter in accordance with this Procedure;

then, the status quo will remain for a period of up to two weeks while the parties attempt to resolve the dispute through steps 1 to 5.

Preservation of rights

- 9. The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.

SCHEDULE 2 - DEFINITIONS

In this Agreement:

“Act” means the Workplace Relations Act 1996

“AIRC” means the Australian Industrial Relations Commission

“Barracks Location” is any location in which train crew are required to rest over in a location away from their normal home base. Barracks rest shall normally be for one stay only, except in emergency circumstances as agreed with the employee.

“Company” means Train Crewing Services Pty Limited

“Delegate” means an employee of the Company who has been appointed as workplace delegate by the union to represent fellow employees, and the union has notified the Company of the appointment in writing

“Diagnosis” means the issuing of a certificate of fitness or otherwise (Health Assessment Report) that addresses an employee’s ability to fulfil the inherent requirements of the role

“Employee representative” means any employee of the Company chosen at any time by another employee of the Company to accompany and/or represent the latter employee in dealings with the Company

“Employee” means an employee of the Company whose employment is covered by this Agreement

“Home Base” means the depot to which an employee is appointed upon commencement, or as otherwise agreed with the employee

“Preserved Award Matters” are those matters referred to as such in the Act

“Protected Award Matters” are those matters referred to as such in the Act

“Standard” means the Australian Fair Pay and Conditions Standard

“Union” means Australian Rail, Tram & Bus Union

SCHEDULE 3 – CLASSIFICATIONS

Classifications

Employees will be categorised in accordance with the following classifications:

Level	Description
1	Trainee Locomotive Driver (unqualified) <ul style="list-style-type: none">• Undertaking induction & training to progress to level 2.• Duties in accordance with relevant position description.
2	Trainee Locomotive Driver (qualified) <ul style="list-style-type: none">• Is competent to perform and is performing the requirements of 2nd person.• Duties in accordance with relevant position description.
3	Senior Trainee Locomotive Driver <ul style="list-style-type: none">• Has undertaken training and is performing duties in relation to engine, air and train inspection.• Duties in accordance with relevant position description.
4	Locomotive Shunt Engine Driver (qualified) <ul style="list-style-type: none">• Is qualified to and performs driving operations in designated yards and branch line routes.• Duties in accordance with relevant position description.
5	Locomotive Driver (qualified) <ul style="list-style-type: none">• Performs main line operations.• Duties in accordance with relevant position description.
6	Locomotive Driver (qualified) <ul style="list-style-type: none">• After a minimum 24 months at level 5• Duties in accordance with relevant position description
7	Team Leader/Driver Trainer <ul style="list-style-type: none">• Coordinates crew arrangements for drivers.• Duties in accordance with relevant position description.

SCHEDULE 4 – RATES

Rates of pay for the term of this Agreement will be as prescribed by the tables below for each classification. The rates will be effective as at the first full pay period on or after 1 October each year.

Current Rates							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$36,635.04	\$46,017.92	\$50,312.60	\$56,601.48	\$61,852.44	\$67,083.12	\$68,141.32
Weekly	\$704.52	\$884.96	\$967.55	\$1,088.49	\$1,189.47	\$1,290.06	\$1,310.41
Hourly	\$18.540000	\$23.288421	\$25.461842	\$28.644474	\$31.301842	\$33.948947	\$34.484474
Overtime Rate	\$31.518000	\$39.590316	\$43.285131	\$48.695606	\$53.213131	\$57.713210	\$58.623606
Driver Only Operation Shunt Ordinary				\$31.222477	\$34.119008	\$37.004352	\$37.588077
Driver Only Operation Shunt Overtime				\$53.078210	\$58.002313	\$62.907399	\$63.899730
Driver Only Operation Mainline Ordinary					\$31.865275	\$34.560028	\$35.105195
Driver Only Operation Mainline Overtime					\$54.170968	\$58.752048	\$59.678831
Casual							
Hourly	\$21.630000	\$25.966300	\$28.400293	\$31.954308	\$34.903610	\$37.863521	\$38.457625
Overtime Rate	\$36.771000	\$44.142710	\$48.280498	\$54.322324	\$59.336137	\$64.367986	\$65.377963
Driver Only Operation Shunt Ordinary				\$34.830196	\$38.044935	\$41.271238	\$41.918811
Driver Only Operation Shunt Overtime				\$59.211333	\$64.676389	\$70.161104	\$71.261979
Driver Only Operation Mainline Ordinary					\$41.186260	\$44.678955	\$45.379998
Driver Only Operation Mainline Overtime					\$70.016642	\$75.954223	\$77.145996

Upon Signing							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$36,990.72	\$46,455.76	\$50,800.59	\$57,150.66	\$62,452.67	\$67,734.12	\$68,802.74
Weekly	\$711.36	\$893.38	\$976.93	\$1,099.05	\$1,201.01	\$1,302.58	\$1,323.13
Hourly	\$18.720000	\$23.510000	\$25.708800	\$28.922400	\$31.605600	\$34.278400	\$34.819200
Overtime Rate	\$31.824000	\$39.967000	\$43.704960	\$49.168080	\$53.729520	\$58.273280	\$59.192640
Driver Only Operation Shunt Ordinary				\$31.525416	\$34.450104	\$37.363456	\$37.952928
Driver Only Operation Shunt Overtime				\$53.593207	\$58.565177	\$63.517875	\$64.519978
Driver Only Operation Mainline Ordinary					\$37.294608	\$40.448512	\$41.086656
Driver Only Operation Mainline Overtime					\$63.400834	\$68.762470	\$69.847315
Casual							
Hourly	\$22.464000	\$28.212000	\$30.850560	\$34.706880	\$37.926720	\$41.134080	\$41.783040
Overtime Rate	\$38.188800	\$47.960400	\$52.445952	\$59.001696	\$64.475424	\$69.927936	\$71.031168
Driver Only Operation Shunt Ordinary				\$37.830499	\$41.340125	\$44.836147	\$45.543514
Driver Only Operation Shunt Overtime				\$64.311849	\$70.278212	\$76.221450	\$77.423973
Driver Only Operation Mainline Ordinary					\$44.753530	\$48.538214	\$49.303987
Driver Only Operation Mainline Overtime					\$76.081000	\$82.514964	\$83.816778

Train Crewing Services Union Collective Workplace Agreement 2006

1 October 2006							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$38,470.35	\$48,313.99	\$52,832.61	\$59,436.69	\$64,950.77	\$70,443.48	\$71,554.85
Weekly	\$739.81	\$929.12	\$1,016.01	\$1,143.01	\$1,249.05	\$1,354.68	\$1,376.05
Hourly	\$19.468800	\$24.450400	\$26.737152	\$30.079296	\$32.869824	\$35.649536	\$36.211968
Overtime Rate	\$33.096960	\$41.565680	\$45.453158	\$51.134803	\$55.878701	\$60.604211	\$61.560346
Driver Only Operation Shunt Ordinary				\$32.786433	\$35.828108	\$38.857994	\$39.471045
Driver Only Operation Shunt Overtime				\$55.736935	\$60.907784	\$66.058590	\$67.100777
Driver Only Operation Mainline Ordinary					\$38.786392	\$42.066452	\$42.730122
Driver Only Operation Mainline Overtime					\$65.936867	\$71.512969	\$72.641208
Casual							
Hourly	\$23.362560	\$29.340480	\$32.084582	\$36.095155	\$39.443789	\$42.779443	\$43.454362
Overtime Rate	\$39.716352	\$49.878816	\$54.543790	\$61.361764	\$67.054441	\$72.725053	\$73.872415
Driver Only Operation Shunt Ordinary				\$39.343719	\$42.993730	\$46.629593	\$47.365254
Driver Only Operation Shunt Overtime				\$66.884323	\$73.089341	\$79.270308	\$80.520932
Driver Only Operation Mainline Ordinary					\$46.543671	\$50.479743	\$51.276147
Driver Only Operation Mainline Overtime					\$79.124240	\$85.815563	\$87.169449

1 October 2007							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$40,009.16	\$50,246.55	\$54,945.92	\$61,814.16	\$67,548.80	\$73,261.22	\$74,417.04
Weekly	\$769.41	\$966.28	\$1,056.65	\$1,188.73	\$1,299.02	\$1,408.87	\$1,431.10
Hourly	\$20.247552	\$25.428416	\$27.806638	\$31.282468	\$34.184617	\$37.075517	\$37.660447
Overtime Rate	\$34.420838	\$43.228307	\$47.271285	\$53.180195	\$58.113849	\$63.028380	\$64.022759
Driver Only Operation Shunt Ordinary				\$34.097890	\$37.261232	\$40.412314	\$41.049887
Driver Only Operation Shunt Overtime				\$57.966413	\$63.344095	\$68.700934	\$69.784808
Driver Only Operation Mainline Ordinary					\$40.337848	\$43.749111	\$44.439327
Driver Only Operation Mainline Overtime					\$68.574342	\$74.373488	\$75.546856
Casual							
Hourly	\$24.297062	\$30.514099	\$33.367966	\$37.538961	\$41.021540	\$44.490621	\$45.192536
Overtime Rate	\$41.305006	\$51.873969	\$56.725542	\$63.816234	\$69.736619	\$75.634056	\$76.827311
Driver Only Operation Shunt Ordinary				\$40.917468	\$44.713479	\$48.494777	\$49.259864
Driver Only Operation Shunt Overtime				\$69.559695	\$76.012914	\$82.441121	\$83.741769
Driver Only Operation Mainline Ordinary					\$48.405418	\$52.498933	\$53.327193
Driver Only Operation Mainline Overtime					\$82.289210	\$89.248186	\$90.656227

1 October 2008							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$41,609.53	\$52,256.41	\$57,143.75	\$64,286.72	\$70,250.76	\$76,191.67	\$77,393.72
Weekly	\$800.18	\$1,004.93	\$1,098.92	\$1,236.28	\$1,350.98	\$1,465.22	\$1,488.34
Hourly	\$21.057454	\$26.445553	\$28.918904	\$32.533767	\$35.552002	\$38.558538	\$39.166865
Overtime Rate	\$35.797672	\$44.957439	\$49.162136	\$55.307403	\$60.438403	\$65.549515	\$66.583670
Driver Only Operation Shunt Ordinary				\$35.461806	\$38.751682	\$42.028807	\$42.691882
Driver Only Operation Shunt Overtime				\$60.285069	\$65.877859	\$71.448971	\$72.576200
Driver Only Operation Mainline Ordinary					\$41.951362	\$45.499075	\$46.216900
Driver Only Operation Mainline Overtime					\$71.317315	\$77.348428	\$78.568730
Casual							
Hourly	\$25.268945	\$31.734663	\$34.702684	\$39.040520	\$42.662402	\$46.270246	\$47.000238
Overtime Rate	\$42.957206	\$53.948927	\$58.994563	\$66.368884	\$72.526083	\$78.659418	\$79.900404
Driver Only Operation Shunt Ordinary				\$42.554167	\$46.502018	\$50.434568	\$51.230259
Driver Only Operation Shunt Overtime				\$72.342083	\$79.053431	\$85.738765	\$87.091440
Driver Only Operation Mainline Ordinary					\$50.341634	\$54.598890	\$55.460280
Driver Only Operation Mainline Overtime					\$85.580778	\$92.818113	\$94.282476

Train Crewing Services Union Collective Workplace Agreement 2006

1 October 2009							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$43,273.91	\$54,346.67	\$59,429.50	\$66,858.19	\$73,060.79	\$79,239.34	\$80,489.47
Weekly	\$832.19	\$1,045.13	\$1,142.88	\$1,285.73	\$1,405.02	\$1,523.83	\$1,547.87
Hourly	\$21.899752	\$27.503375	\$30.075660	\$33.835117	\$36.974082	\$40.100880	\$40.733539
Overtime Rate	\$37.229579	\$46.755737	\$51.128622	\$57.519699	\$62.855939	\$68.171495	\$69.247017
Driver Only Operation Shunt Ordinary				\$36.880278	\$40.301749	\$43.709959	\$44.399558
Driver Only Operation Shunt Overtime				\$62.696472	\$68.512973	\$74.306930	\$75.479248
Driver Only Operation Mainline Ordinary					\$43.629416	\$47.319038	\$48.065576
Driver Only Operation Mainline Overtime					\$74.170008	\$80.442365	\$81.711480
Casual							
Hourly	\$26.279703	\$33.004050	\$36.090792	\$40.602141	\$44.368898	\$48.121056	\$48.880247
Overtime Rate	\$44.675495	\$56.106884	\$61.354346	\$69.023639	\$75.427127	\$81.805795	\$83.096420
Driver Only Operation Shunt Ordinary				\$44.256333	\$48.362099	\$52.451951	\$53.279469
Driver Only Operation Shunt Overtime				\$75.235767	\$82.215568	\$89.168316	\$90.575098
Driver Only Operation Mainline Ordinary					\$52.355300	\$56.782846	\$57.678691
Driver Only Operation Mainline Overtime					\$89.004009	\$96.530838	\$98.053775

1 October 2010							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$45,004.87	\$56,520.54	\$61,806.68	\$69,532.52	\$75,983.22	\$82,408.91	\$83,709.05
Weekly	\$865.48	\$1,086.93	\$1,188.59	\$1,337.16	\$1,461.22	\$1,584.79	\$1,609.79
Hourly	\$22.775742	\$28.603510	\$31.278686	\$35.188522	\$38.453045	\$41.704915	\$42.362881
Overtime Rate	\$38.718762	\$48.625967	\$53.173766	\$59.820487	\$65.370176	\$70.898355	\$72.016897
Driver Only Operation Shunt Ordinary				\$38.355489	\$41.913819	\$45.458357	\$46.175540
Driver Only Operation Shunt Overtime				\$65.204331	\$71.253492	\$77.279207	\$78.498418
Driver Only Operation Mainline Ordinary					\$45.374593	\$49.211800	\$49.988199
Driver Only Operation Mainline Overtime					\$77.136808	\$83.660059	\$84.979939
Casual							
Hourly	\$27.330891	\$34.324212	\$37.534423	\$42.226226	\$46.143654	\$50.045898	\$50.835457
Overtime Rate	\$46.462514	\$58.351160	\$63.808520	\$71.784585	\$78.444212	\$85.078026	\$86.420277
Driver Only Operation Shunt Ordinary				\$46.026587	\$50.296583	\$54.550029	\$55.410648
Driver Only Operation Shunt Overtime				\$78.245197	\$85.504191	\$92.735049	\$94.198102
Driver Only Operation Mainline Ordinary					\$54.449512	\$59.054159	\$59.985839
Driver Only Operation Mainline Overtime					\$92.564170	\$100.392071	\$101.975927

1 October 2011							
Level	1	2	3	4	5	6	7
Permanent Employees							
Annual	\$46,805.06	\$58,781.36	\$64,278.95	\$72,313.82	\$79,022.55	\$85,705.27	\$87,057.41
Weekly	\$900.10	\$1,130.41	\$1,236.13	\$1,390.65	\$1,519.66	\$1,648.18	\$1,674.18
Hourly	\$23.686772	\$29.747650	\$32.529834	\$36.596063	\$39.991167	\$43.373111	\$44.057396
Overtime Rate	\$40.267512	\$50.571005	\$55.300717	\$62.213307	\$67.984984	\$73.734289	\$74.897573
Driver Only Operation Shunt Ordinary				\$39.889708	\$43.590372	\$47.276691	\$48.022562
Driver Only Operation Shunt Overtime				\$67.812504	\$74.103632	\$80.370376	\$81.638355
Driver Only Operation Mainline Ordinary					\$47.189577	\$51.180272	\$51.987727
Driver Only Operation Mainline Overtime					\$80.222281	\$87.006462	\$88.379136
Casual							
Hourly	\$28.424126	\$35.697180	\$39.035800	\$43.915275	\$47.989400	\$52.047734	\$52.868875
Overtime Rate	\$48.321015	\$60.685206	\$66.360861	\$74.655968	\$81.581980	\$88.481147	\$89.877088
Driver Only Operation Shunt Ordinary				\$47.867650	\$52.308446	\$56.732030	\$57.627074
Driver Only Operation Shunt Overtime				\$81.375005	\$88.924358	\$96.444451	\$97.966026
Driver Only Operation Mainline Ordinary					\$56.627492	\$61.416326	\$62.385273
Driver Only Operation Mainline Overtime					\$96.266737	\$104.407754	\$106.054964

SCHEDULE 5 – REDUNDANCY

Redundancy payments and conditions relating to redundancy situations for full time and part time employees covered by this Agreement will be in accordance with the following provisions:

1. Notice Period

The relevant notice period prescribed at clause 27 shall apply.

2. Other Entitlements

Payment of all other accrued entitlements except personal leave will be made in accordance with relevant legislation.

3. Service Payment

A service payment of three weeks ordinary time wages for each year of service and pro rata for part years.

The maximum service payment under this policy shall be 40 weeks.

The minimum service payment to any employee retrenched shall be 3 weeks wages.

4. Alternative Employment

The Company is not liable for severance payments if the Company is able to arrange comparable alternative employment, or if the employee accepts another position with the Company in the knowledge that the terms and conditions of employment are less favourable than the employee's current position.

Where an employee accepts an alternate position on this basis the employee shall be entitled to the same period of notice as they would have been entitled to under clause 27 of this Agreement, if their employment was to be terminated. The Company may at its discretion make an equivalent payment in lieu of such notice.