

[2021] FWCA 6398

The attached document replaces the document previously issued with the above code on 22 October 2021.

The reference to “*Kembia*” in the subject line and at [1] are changed to “*Kembla*”.

Emily McGregor
Associate to DEPUTY PRESIDENT SAUNDERS

Dated 26 October 2021

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Watco Australia Logistics Pty Ltd T/A Watco Australia
(AG2021/7831)

WATCO AUSTRALIA BLUESCOPE PORT KEMBLA INTERNAL RAIL OPERATIONS 2021

Rail industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 22 OCTOBER 2021

*Application for approval of the Watco Australia BlueScope Port Kembla Internal Rail
Operations 2021*

[1] An application has been made for approval of an enterprise agreement known as the *Watco Australia BlueScope Port Kembla Internal Rail Operations 2021 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a greenfields agreement.

[2] I am satisfied that each of the requirements of sections 186 and 187 as are relevant to this application for approval have been met.

[3] Based on the statutory declaration provided by the organisation, I am satisfied that the Australian Rail, Tram and Bus Industry Union, the employee organisation to be covered by the Agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 29 October 2021. The nominal expiry date of the Agreement is 21 October 2024.



DEPUTY PRESIDENT

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**WATCO AUSTRALIA RAIL BLUESCOPE Port Kembla Internal
Rail Operations AGREEMENT 2021**

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Part 1. Conditions that apply to all Team Members

1. Title

- 1.1 This Agreement is called the Watco Australia BlueScope Port Kembla Internal Rail Operations 2021.**

2. Application

This Agreement applies to Watco and all Team Members (except for executives, managers, supervisors, and salaried officers) who are engaged by Watco and employed within BlueScope's Port Kembla Internal Rail Operations in any classification set out in this Agreement.

- 2.1 It is also intended that upon approval of the Agreement by Fair Work Commission, The Australian Rail, Tram and Bus Industry Union of Australia (ARTBIU) will be covered by this agreement.**

- 2.2 This Agreement comprises:**

- (a) Part 1. Applies to all Team Members covered by this Agreement unless expressly stated otherwise.**
- (b) the classification-specific sections, being:**
 - (i) Part 2, Applies to Team Members employed in a Train Crew classification under this Agreement. In respect of Team Members employed in a Train Crew classification under this Agreement, Part 2 is to be read in conjunction with Part 1 and the Schedules.**
- (c) the Schedules, which apply to all Team Members covered by this Agreement as they apply to that Team Member's employment classification.**

3. Duration of Agreement

- 3.1 This Agreement will come into operation on the 7th day after it is approved by the FWC.
- 3.2 The nominal expiry date of this Agreement will be 3 years after it is approved by the FWC.

4. Interaction with other Industrial Instruments and the NES

- 4.1 While this Agreement is in operation, no other award or agreement of any Federal, State or Territory body will apply to Team Members covered by this Agreement, unless specifically stated in this Agreement.
- 4.2 This Agreement will be read and interpreted in conjunction with the NES and Rail Industry Modern Award (01/07/2020). Where there is an inconsistency between this Agreement and the NES or RIMA and where the NES or RIMA provides a greater benefit then NES or RIMA provision will apply to the extent of the inconsistency.

5. Policies and procedures

- 5.1 All Team Members and Watco are subject to Watco's policies and procedures as amended from time to time. However, Watco's policies and procedures are not incorporated into and do not form part of this Agreement. Where there is an inconsistency between this Agreement and a policy or procedure of Watco, this Agreement will apply to the extent of the inconsistency. If there are major changes to the Annual leave Policy and or Fatigue Policy and those changes impact Team Members, Watco will consult with affected Team Members as per clause 40.

6. No extra claims

- 6.1 It is a term of this Agreement that the Parties (the Company, the Union, and Team Members) bound by this Agreement will not pursue any extra claims for the duration of this Agreement.

- 6.2 This Agreement, including its Schedules, provides a complete and final resolution of all matters relating to Team Members employment covered by this Agreement.
- 6.3 Until the nominal expiry date of this Agreement, Watco shall not be under any obligation to consider, negotiate or bargain on any claim for an improvement in the employment benefits or entitlements provided to Team Members and no such claims shall be made by or on behalf of the Team Members except where Watco, in its absolute discretion, expressly consents to such claims being made.
- 6.4 Until the nominal expiry date of this Agreement, Team Members shall not be under any obligation to consider, negotiate or bargain on any claim for.
- (a) a reduction or change in the employment conditions, benefits or entitlements provided to Team Members; or
 - (b) the introduction of extra duties or responsibilities or a significant change in duties or responsibilities; or
 - (c) the introduction of new classifications,
- and no such claims shall be made by or on behalf of Watco.

7. Glossary

Term	Meaning
Act	The <i>Fair Work Act 2009</i> (Cth) (as varied from time to time).
Agreement	The <i>Watco Australia BlueScope Port Kembla Internal Rail Operations Agreement 2022</i> .
Applicable Award	Rail Industry Award 2020 (Train Crew).
Duty Cycle	The grouping of 2 Roster Cycles. Duty Cycles may be grouped together and are aligned to Watco's pay cycle.

Term	Meaning
Emergency	Means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion that— (a) endangers, or may endanger, the safety of persons; or (b) destroys or damages, or may destroy or damage, property.
FWC	The Fair Work Commission.
Home Location	A geographic location (e.g., a depot, terminal or office) allocated by Watco as being the place where the Team Member commences (signs on) and finishes (signs off) work.
Immediate Family	Means a Team Member's spouse, de facto partner, child, parent, grandparent, grandchild or sibling (or a child, parent, grandparent, grandchild or sibling of the Team Member's spouse or de facto partner). It includes step-relations (e.g., step-parents and step-children) as well as adoptive relations.
Master Roster	Roster(s) that apply in respect of a Home Location and show RDOs.
NES	The National Employment Standards contained in Chapter 2 Part 2-2 of the Act.
MySuper Superannuation Fund	Legislation providing for default superannuation products called 'MySuper' was enacted in 2012. Since 1 January 2014, only funds offering a MySuper product have been eligible to receive default superannuation contributions relating to new employees.
Operational Roster	Roster(s) that apply in respect of a Home Location that show RDOs and shift details (including additional hours details, if that is known) as allocated to relevant Team Members.
Operational Shift	Means a rostered period of time in which a Team Member is lawfully required to work. This may include car driving, medicals and for training purposes.
Ordinary Hours	The total hours regularly rostered each Duty Cycle by a full time and part time Team Member, which do not attract additional payments, as defined in this Agreement.
RCO	Remote Control Operations – a driver operating a train or locomotive via use of a remote-control belt pack

Term	Meaning
RDO	Rostered Day Off, being a scheduled non-working day that occurs in a Roster Cycle.
RIMA	Rail Industry Modern Award
Roster Cycle	7 days from 00:00 Sunday to 23:59 Saturday.
Duty Cycle	The grouping of 2 Roster Cycles. Duty Cycles may be grouped together and are aligned to Watco's pay cycle.
Serious Misconduct	As defined in the <i>Fair Work Regulations 2009</i> (Cth) (as varied from time to time).
Shift Worker	For the purpose of the <i>National Employment Standards</i> and <i>this agreement</i> , any employee who works rostered shifts outside of 0600 to 1800 Monday to Friday.
Team Member	An employee of Watco covered by this Agreement.
Watco	Watco Australia Logistics Pty Ltd (ACN 624 325 159).
Watco Foundation Principles	The Watco Foundation Principles which are guiding business principles designed to provide workplace safety, outstanding customer service and improved profitability in all areas of operations.

8. Principles of this Agreement

- 8.1 All Team Members covered by this Agreement acknowledge that they recognise and share the fundamental objectives of:
- (a) ensuring the Watco Foundation Principles are used to guide all decisions, actions and deeds of Watco; and
 - (b) ensuring the provision of safe, reliable, efficient and on-time services to Watco's customers.
- 8.2 The purpose of this Agreement is to benefit Watco, its Customers and its Team Members.

9. General Team Member responsibilities

9.1 Team Members will, in their employment:

- (a) always work to improve customer satisfaction with Watco's rail service by delivering safe, accurate, timely and value-added services, avoiding disruption to services. For avoidance of doubt, Team Members are responsible for delivering the right service, at the right time, in a safe and economical manner to the Customer without sacrificing safety standards.**
- (b) always work to improve Watco's profitability by delivering a service that will assist in growing Watco's freight revenue from its customers, that will always be done in the most cost-efficient manner possible without sacrificing safety and that will always be done with a minimum amount of assets, including but not limited to locomotives, wagons, Watco vehicles and other equipment.**
- (c) always work to improve and grow long-term value, creating relationships with Watco's customers and the communities in which Watco operates.**
- (d) attend for work fit, ready and able to perform in their role.**
- (e) follow all lawful and reasonable instructions.**
- (f) comply with all Watco policies, procedures, and safe working rules (whether referred to in this Agreement or not) as varied from time to time (where access to those instruments will be given by Watco to Team Members through Watco's Induction process and via Watco's portal or similar means).**
- (g) use safe work practices and properly use all personal protective equipment and clothing provided by Watco.**
- (h) work to the full scope of the Team Member's job/task in accordance with their classification Level as prescribed in this Agreement.**

- (l) use Initiative where appropriate and necessary.**
- (j) not engage in conduct in conflict with Watco's interests.**
- (k) apply highest standard of integrity and confidentiality to ensure Watco's activities are preserved.**
- (l) comply with all obligations and this Agreement.**
- (m) undertake and/or assist in the provision of training as required by Watco; and**
- (n) undertake induction at a customer's site, as required by the customer and/or Watco.**

9.2 Once appointed in a particular classification under this Agreement, a Team Member is required to continue to demonstrate the skills and discharge the responsibilities associated with the classification to a standard acceptable to Watco.

10. Adaptable Team Members

10.1 Team Members recognise the need to be reasonably flexible in respect of the duties and responsibilities they carry out for Watco from time to time.

10.2 Provided it is safe to do so, Team Members will do all work reasonably required and/or directed by Watco that is aligned with the duties for a Team Members classification, is connected with the operation of a Rail Supply Chain operation and is within their skill and competence., this shall include:

- (a) all Team Members are required to work with customers, contractors and other Team Members as required and/or directed by Watco in carrying out their duties.**

(b) for Team Members employed in a Train Crew classification, the operation of locomotives via remote control where it is deemed safe to do so and where the following principles are considered:

- i. Watco may introduce Remote-Control operations in accordance with Rail Safety National Law requirements and any prescribed technology. Watco will consult with Team Members, through the established Consultative Committee as per Clause 40 at the affected depot/s prior to the introduction of Remote-Control Operations.
- ii. The consultative process will provide Team Members an opportunity to have their input and concerns addressed on the following, but not limited to.
 - Communications
 - Signal sighting
 - Emergency procedures Locomotive operating procedures
 - Availability of train stop technology.
 - Safety systems.
 - Trials
- iii. The relevant depot Consultative Committee will be provided with all relevant material, including relevant communications with the regulator. Watco is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.
- iv. It is not the purpose of this clause to deal with the other regulatory and operational considerations that are relevant to the implementation of RCO. Those issues shall be managed through the various consultative, procedural, and regulatory processes.

11. Job Sharing

- 11.1** The parties acknowledge the benefits of voluntary job sharing to both Team Members and Watco and agree to make all reasonable efforts to facilitate such arrangements were requested by Team Members.
- 11.2** Requests will be subject to the reasonable needs of the business and any legal requirements. Watco will not require Team Members to Job Share and will not offer a Job-Sharing arrangement in the absence of a Team Members request.
- 11.3** The potential for any Team member to undertake job sharing will be dependent upon identifying another current and willing Team Member with suitable qualifications and skills levels that will allow the pairing of individuals to share an identified position. Team Members shall make such requests in writing addressed to their relevant manager/s.
- 11.4** If there is only one applicant, that Team Member will not be able to progress their job-sharing application until another application is received.
- 11.5** Where a Job-Sharing arrangement is approved, Team Members will be required to sign a letter of agreement which identifies the position they will be sharing, their job-sharing partner, their job-sharing roster split, any procedures for exiting the arrangement, and acknowledges they have read and understand their new work arrangements and any conditions which have been varied by virtue of the arrangement, including:
 - i.** Outlining how pro-rata redundancy, leave and superannuation entitlements are calculated/impacted from such a move; and
 - ii.** Acknowledging they will be classified as permanent part-time whilst job sharing.
- 11.6** Where a Team Member is unable to be paired with another Team Member the request will be denied.

- 11.7 If a Team Member already job sharing is left without a partner for any reason and an alternative cannot immediately be found, that part of the roster vacated will be dispersed amongst remaining Team Members as overtime for a period of at least 3 months during which time the vacated part of the roster will be advertised externally as a part-time position.
- 11.8 After three months, if a replacement cannot be found, the remaining Team Member must revert to a part time role or a full-time role taking on as much of the vacated roster as Watco requires to maximum equivalent to a full-time position. If a Team Member wishes to exit a Job-Sharing arrangement and return to full-time work under this Agreement, they can only do so with the consent of their Job-Sharing partner, and this will be subject to the operational requirements of the business to cater to such a request.

12. Workplace flexibility

- 12.1 Watco and a Team Member covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
- (a) the IFA deals with one or more of the following:
 - (i) arrangements about when work is performed; and
 - (ii) overtime rates.
 - (b) the IFA meets the genuine needs of Watco and the Team Member in relation to one or more of the matters mentioned in clause 12.1(a); and
 - (c) the arrangement is genuinely agreed to by Watco and the Team Member.
- 12.2 Watco will ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act; and

- (b) are lawful terms under section 194 of the Act; and**
- (c) results in the Team Member being better off overall than the Team Member would be if no arrangement were made.**

12.3 Watco must ensure that the IFA:

- (a) is in writing.**
- (b) includes Watco's name and the Team Member's name.**
- (c) is signed by Watco and the Team Member and, if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member.**
- (d) includes details of:**
 - (i) the terms of this Agreement that will be varied by the IFA.**
 - (ii) how the IFA will vary the effect of the terms of this Agreement.**
 - (iii) how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and**
- (e) states the day on which the arrangement commences.**

12.4 Watco must give the Team Member a copy of the IFA within 14 days after it is agreed to.

12.5 Watco or the Team Member may terminate the IFA:

- (a) by giving 28 days' written notice to the other party to the IFA; or**
- (b) if Watco and the Team Member agree in writing — at any time.**

13. Probationary Period

- 13.1** There shall be a probationary period of employment of six (6) months for all new Team Members. This probationary period will facilitate assessment by the Company of the skills and capacity of the team member and allow the company and/or the team member to determine if they wish to continue with the employment relationship. Regular meeting during the probationary period and should a Team Member not reach the level of competency required of the position, they will be advised, and support provided to enable the Team Member the opportunity to reach their potential.
- 13.2** Subject to clause 17.1 either party may terminate the employment during the probationary period on one (1) weeks' notice.

14. Categories of employment

- 14.1** A full time Team Member is:

- (a) In respect of a Team Member employed in a Train Crew classification, a Team Member who is engaged to work 80 Ordinary Hours per Duty Cycle.

- 14.2** A part time Team Member is one who is engaged to work defined hours, which are less than the Ordinary Hours of a full time Team Member in the equivalent classification. Further, a part time Team Member shall:

- (a) have their defined hours set out in a written agreement between Watco and the Team Member.
- (b) receive, on a pro rata basis based on their defined hours, equivalent pay and conditions under this Agreement to those of full time Team Members who do the same kind of work; and
- (c) be paid overtime rates for any agreed or directed hours worked in addition to the minimum number of hours referred to in clause 18.2 (a).

14.3 A casual Team Member is a Team Member who is engaged directly or indirectly as such and paid by the hour. Casual Team Members have the following entitlements:

- (a) subject to clause 14.3(c), a 25% casual loading on the base hourly rate of pay;
- (b) unpaid leave as specifically provided for in this Agreement.
- (c) a casual Team Member who works a Public Holiday is entitled to be paid 2.5 times of the base hourly rate for the hours worked on the day.
- (d) unless stated otherwise in this Agreement, the Team Member will be engaged and paid for at least 4 consecutive hours of work each occasion they are required to attend work; and
- (e) the right to request casual conversion in accordance with the NES entitlements.

14.4 For clarity:

- (a) Subject to clause 14.3(a) and 14.3(c) casual Team Members do not get paid overtime rates,
- (b) the casual loadings referred to in clauses 14.3 and specifically 14.3(a) of this Agreement, are paid instead of annual leave, paid personal/carer's leave, paid compassionate leave, payment by Watco in respect of jury service, notice of termination and redundancy benefits.

15. Casual Conversion.

15.1 A Team Member who has directly or indirectly (via Labour Hire) been engaged by Watco as a casual Team Member under this Agreement for at least 12 months and who in the preceding period of 6 months worked a pattern of hours on an ongoing

basis which, without significant adjustment, the Team Member could continue to perform on a full time or part time basis in accordance with this Agreement (the Prerequisite), may request that their employment be converted to full time or part time employment in accordance with the following provisions:

- (a) If the Team Member has worked equivalent full-time hours for the purposes of clause 15.1 of this Agreement over the preceding period of 6 months of casual employment, the Team Member may, as provided for by the Fair Work Act request to have their employment converted to full time employment.
- (b) If the Team Member has worked less than equivalent full-time hours for the purposes of clause 15.1 of this Agreement over the preceding period of 12 months of casual employment, the Team Member may request to have their employment converted to part time employment consistent with the pattern of hours previously worked.
- (c) any request under this clause must be provided to Watco in writing.
- (d) Watco may agree or refuse any request made under this clause, but the request may be refused on reasonable grounds after there has been consultation with the Team Member (for clarity, consultation under this clause does not need to be carried out in accordance with clause 40 of this Agreement);
- (e) reasonable grounds for refusal must be based on facts which are known or reasonably foreseeable and include (without limitation) that:
 - (i) It would require a significant adjustment to the casual Team Member's hours of work in order for the Team Member to be engaged on a full time or part time basis in accordance with this Agreement (in other words, the casual Team Member does not meet the Prerequisite);

- (ii) it is known or reasonably foreseeable that the requesting Team Member's position will cease to exist within the next 12 months.
 - (iii) it is known or reasonably foreseeable that the hours of work which the requesting Team Member is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the requesting Team Member's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the requesting Team Member is available to work;
- (f) If Watco refuses a Team Member's request to convert made under this clause, Watco must provide the requesting Team Member with Watco's reason(s) for refusal in writing within 21 business days of the request being made. If the requesting Team Member does not accept Watco's refusal and wishes to dispute Watco's decision, that dispute must be dealt with in accordance with the dispute resolution procedure in clause 40 of this Agreement.
- (g) where Watco agrees to a request to convert made under this clause, Watco and the requesting Team Member must discuss and record in writing:
 - (i) the form of employment to which the Team Member will convert – that is, full time or part time employment; and
 - (ii) if it is agreed that the Team Member will become a part time Team Member, the matters referred to in clause 14.2 of this Agreement will be agreed between the parties.
- (h) the conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

- (i) once conversion to full time or part time employment has been carried out under this clause, the Team Member may only revert to casual employment with the written agreement of Watco.**
- (j) nothing in this clause 15.1 obliges a regular casual Team Member to convert to full time or part time employment, nor permits Watco to require a casual Team Member to so convert; and**
- (k) nothing in this clause requires Watco to increase the hours of a casual Team Member seeking conversion to full time or part time employment.**

15.2 Team Members may also be engaged as or under a traineeship in a relevant classification outlined in Schedule B and will be paid the corresponding annual wage for that classification as set out in Schedule A.

15.3 Watco may:

- (a) employ and train any mix of full time, part time and casual Team Members to the level of its operational requirements as it determines at any time but accepts that full-time, permanent, in-house employment will be the normal and preferred basis of employment and is committed to maximising such employment.; and**
- (b) utilise any other sources of labour available to Watco, such as contractors or labour hire personnel subject to clause 15.4 (c).**

15.4 Labour Hire and Contractors:

- (a) Watco recognises that use of contractors or labour hire to perform the type of work that could have been performed by Team Members covered by this Agreement, can affect the job security of Team Members.**
- (b) In the interests of maintaining and improving job security of Team Members covered by this Agreement, if the company engages contractors or labour hire, it will require the contractor or labour hire provider to perform work or engage**

its workers (whether those workers are employees or independent contractors) on rates of pay and conditions which Team Members covered by this agreement would be entitled.

- (c) The parties agree, to protect the job security of Team Members, that labour hire and contractors retained by Watco at BlueScope's Port Kembla facility will not exceed 10% of the total workforce employed by Watco performing work contained in the classification structure of this Agreement at the site.
- (d) If Watco intends to increase the 10% threshold, then Watco must consult as per clause 40.

16. Home Location

16.1 Team Members employed under this Instrument will be located at the BlueScope Port Kembla facility.

16.2 If for any reason, there is a requirement to change home locations then Watco will consult with Team Members as per clause 40 where these changes occur.

16.3 Home Location – sign on depots will contain the following:

- (i) Secure Car Parking
- (ii) Amenities including a meal room with appropriate facilities.
- (iii) Communications as required.
- (iv) Operational documentation.
- (v) Notice boards.
- (vi) Lockable Union Notice Board (Union notices must be authorised, signed, and dated by a relevant union official)

17. Team Member transfer to a new Home Location

- 17.1 Watco will consult with Team Members in accordance with clause 40 of this agreement in relation to any decision by Watco which would require a Team Member to relocate to another home location. Any final decision by Watco to relocate an existing Team Member to a different location will only be made after that consultation has been made.
- 17.2 A Team Member may request to transfer to another Watco Home location and where this occurs, consultation and agreement with both Watco and the Team Member is to occur.
- 17.3 Team Members who request a transfer in accordance with clause 17.2 at their own request will meet all costs associated with any relocation.

18. Annual wage

- 18.1 A full time Team Member's annual wage (as applicable to their classification) is set out in Schedule 1 of this Agreement and is applicable to their Classifications seven days after this Agreement is approved by the FWC. This wage rate will be escalated as per clause 20.
- 18.2 The annual wage rates prescribed in this Agreement:
- (a) cover payments for Ordinary Hours and all authorised paid leave.
 - (b) are inclusive of all payments that might otherwise have been applicable to the work under another industrial instrument or the Act unless additional payments in excess of the annual wage rates are specifically provided for in this Agreement.

- (c) facilitates and promotes the flexible deployment of Team Members by Watco and flexible working time for Team Members. The parties to this Agreement have been guided by the principle of remuneration reflecting skills and tasks completed, or when the work is performed; and

- 18.3 Team Members may become entitled to additional payments in excess of the hourly wage rate in accordance with and in the circumstances specified in other provisions of this Agreement.

19. Making payments to Team Members

- 19.1 Team Members will be paid wages by Electronic Funds Transfer into a bank account nominated by the Team Member, on a fortnightly basis in arrears.
- 19.2 Any additional payments that a Team Member becomes entitled to under this Agreement, will be paid by Electronic Funds Transfer into a bank account nominated by the Team Member, on a fortnightly basis in arrears.
- 19.3 Fortnightly wage payments are based on the Team Member's guaranteed Ordinary Hours of 80 hours per fortnight.

20. Increases in the annual wage.

- 20.1 The annual wage rates contained in Schedule 1 of this Agreement shall be adjusted by 2% annually from the beginning of the first pay period commencing on or after the annual anniversary of the operation of this Agreement.

21. Superannuation and salary sacrifice

- 21.1 Watco will make superannuation contributions calculated on the annual wage rates as defined in Schedule 1 of this Agreement on behalf of each Team Member in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) to an eligible Superannuation fund of the Team Member's choice.

- 21.2** Where an eligible Superannuation fund has not been nominated by the Team Member, Watco will contribute the superannuation payments to the default MySuper fund, Australian Super.
- 21.3** Team Members may elect to salary sacrifice a portion of their wages into the superannuation fund (subject to the rules of the fund to which the contribution is to be made).
- 21.4** The Team Member will bear the cost of any tax or surcharge resulting from contributions under this clause.
- 21.5** Watco will not be liable:
- (a)** if the law or the position of the Australian Taxation Office in relation to salary sacrifice changes.
 - (b)** for financial advice to Team Members in relation to salary sacrifice arrangements.
 - (c)** for any costs or losses associated with salary sacrifice arrangements; and
 - (d)** if it refuses to approve a proposed salary sacrifice arrangement or discontinues an existing salary sacrifice arrangement.
- 21.6** Team Members can vary the amount of salary sacrifice contributed every 12 months.
- 21.7** Team Members need to advise in writing if they wish to terminate or change their salary sacrifice agreement.

22. Annual leave

- 22.1** Permanent Full time Team Members:

- (a) who are not shift workers are entitled to 4 weeks' annual leave for each year of service with Watco.**
- (b) who are designated as 'shift-workers' in this Agreement are entitled to 5 weeks' annual leave for each year of service with Watco, equivalent to 200 hours (on the basis of 8 ordinary hours of work per day and 40 Ordinary Hours of work per week inclusive of 2 RDOs).**

22.2 Permanent Part time members are entitled to accrue annual leave on a pro-rata basis.

22.3 Casual Team Members do not accrue annual leave.

22.4 A Team Member's entitlement to paid annual leave accrues progressively during a year of service and accumulates from year to year.

22.5 When annual leave is taken, a Team Member's accrued annual leave balance will be deducted in the following manner,

- (a) A day of annual leave is eight (8) hours for the purpose of counted hours. A week of leave is a period of five (5) days, being 40 hours of the counted hours plus two (2) RDO's.**
- (b) Where a period of annual leave includes hours of rostered work on a Public Holiday, the Team Member's leave balance will not be deducted for the Public Holiday hours; and**
- (c) Where a period of annual leave includes a period of any other paid leave under this Agreement, the Team Member is taken not to be on paid annual leave for the period of that other leave or absence.**

22.6 Payment for annual leave will be as follows:

- (a) all authorised and taken annual leave is included in the annual wage.**

- (b) payment of accrued but untaken annual leave, including in accordance with clause 22.9 or on termination of employment, will be calculated in accordance with the annual wage rates applicable at the time payment becomes due.

22.7 Annual leave shall be taken in accordance with Watco's Leave Policy that may be amended from time to time. The following applies:

- (a) Watco will operate a leave planner and slot system through which Watco will identify periods of time that are available for Team Members to take annual leave (based on operational requirements).
- (b) Team Members may submit preferences for available annual leave slots by written application, by date(s) to be advised by Watco each year as per Watco's Leave Policy, which are 7-day blocks.
- (c) except for annual leave required to be taken under clauses 22.7 (d) or (e) below, annual leave shall be allocated by Watco and taken by a Team Member at a mutually convenient time;
- (d) if a Team Member does not apply for annual leave within a preferred slot by the advised date each year, Watco can, at its discretion, allocate up to three weeks per year of the Team Member's annual leave within available slots.
- (e) notwithstanding any other part of this clause:
 - (i) Watco may direct Team Members to take three weeks of annual leave per year; and
 - (ii) at any point, Watco may direct a Team Member to take more than three weeks of paid annual leave in circumstances that are deemed reasonable in accordance with the Act.

22.8 Watco will not unreasonably refuse leave requests of less than one week.

22.9 Annual leave may be requested to be cashed out in the following circumstances:

- (a)** a Team Member may request to cash out up to two weeks' annual leave per year, by providing Watco with a written application to forgo the relevant amount of annual leave; and
- (b)** Watco may approve the request at its sole discretion provided that (in accordance with the Act) a Team Member's annual leave must not be cashed out if the cashing out would result in the Team Member's remaining accrued entitlement being less than four weeks.

23. Personal/carer's leave

23.1 Paid personal/carer's leave will be available to a Team Member (other than a casual Team Member) in accordance with this clause when they are absent:

- (a)** due to personal illness or injury, rendering them unfit for work (personal leave); or
- (b)** to provide care and support to a member of the Team Member's Immediate Family or household, who requires care and support because of a personal illness or injury affecting the member, or an unexpected emergency affecting the member (carer's leave).

23.2 A full time Team Member shall be entitled to accrue 10 days paid personal/carer's leave per year of service.

23.3 A Team Member's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee) according to the team members ordinary hours of work and accumulates from year to year.

- 23.4** When paid personal/carer's leave is taken, a Team Member's personal/carer's leave balance will be deducted by 8hrs, and the rostered hours shall count towards the ordinary duty cycle hours.
- 23.5** A Team Member (including a casual Team Member) may take up to 2 days' unpaid carer's leave in accordance with the NES for each occasion referred to in clause 23.1(b).
- 23.6** To take personal/carer's leave under this clause
- (a)** a Team Member must give notice of the taking of leave in accordance with the following procedure:
 - (i)** notice must be given to Watco as soon as practicable (which may be a time after the leave has started); and
 - (ii)** the Team Member must advise Watco of the period, or expected period, of leave; and
 - (b)** without limiting clause 23 if required by Watco, the Team Member must provide Watco with evidence that would satisfy a reasonable person that the Team Member is taking leave for a reason specified in clause 23.1 (for paid personal/carer's leave) or clause 23.5 (for unpaid personal/carer's leave).
 - (c)** A medical certificate from an approved medical professional must be submitted for any of the following:
 - (i)** *Where the leave exceeds two working days; or*
 - (ii)** *Is taken on any public holiday on which the employee was rostered to work; or*
 - (iii)** *Is taken before or after a RDO, public holiday, annual leave, or long service leave; or*

- (iv) *If the day prior is a Blank Day, and you were rostered to work into that day.*
 - (v) *For each instance of personal/carer's leave without a medical certificate exceeding 3 days per 12-month period*
 - (d) If a Watco manager doubts whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to produce a medical certificate for each occasion for up to a period of 12 months
 - (e) Where it is not reasonably practicable to obtain a medical certificate, a statutory declaration must be provided.
 - (f) where an employee is on a period of approved leave and provides evidence in accordance with clause 23.7(a) then their leave balance will be re credited and their person/carer's leave balance debited for the respective period.
- 23.7** Where a Team Member is absent on personal leave (paid or unpaid) for an extended period and/or Watco has a reasonable concern that the Team Member will be unable to return to work or is unable to undertake the duties of the position, Watco – at its cost (travel and medical examination cost), may direct the Team Member to undertake a medical examination by a duly qualified medical General Practitioner to determine the Team Members fitness for work.

24. Domestic Violence Leave

- 24.1** Watco is committed to supporting Employees (permanent, temporary, or casual) who are affected by Domestic Violence.
- 24.2** Domestic violence leave will be provided to Team Members who are the victim of domestic violence as per the NES
- 24.3** Support for Domestic violence victims will be provided to team members pursuant to Watco's Domestic Violence Policy as amended from time to time.

25. Compassionate leave

25.1 Team Members are entitled to 3 days' compassionate leave (per occasion) to spend time with an Immediate Family or household member who suffers a personal illness or injury that poses a serious threat to his or her life, or after the death of an Immediate Family or household member.

25.2 For clarity, a household member is someone who lives with the Team Member, whether or not they are a relative.

25.3 Compassionate leave under this clause can be taken as:

- (a) a single, unbroken period of three days; or
- (b) three separate periods of one day each; or
- (c) any separate periods to which Watco and the Team Member agree.

25.4 A full time or part time Team Member taking compassionate leave under this clause shall be paid at their base rate of pay for the ordinary hours they would have worked during the leave.

25.5 Casual Team Members taking compassionate leave under clause 25.1 shall receive unpaid compassionate leave.

In order to take compassionate leave a Team Member must give notice of the taking of leave in accordance with the following procedure:

- (i) notice must be given to Watco as soon as practicable (which may be a time after the leave has started); and
- (ii) the Team Member must advise Watco of the period, or expected period, of leave; and

- (iii) If required by Watco, the Team Member must provide Watco with evidence that would satisfy a reasonable person that the Team Member is taking leave for a reason specified in clause 23.1.

26. Parental leave

- 26.1 Eligible Team Members will be entitled to unpaid parental leave in accordance with the NES and Watco's policies and procedures relating to parental leave, as amended from time to time.

27. Long service leave

- 27.1 Team Members will be entitled to 12 weeks of paid long service leave following a period of ten (10) years continuous employment.
- 27.2 For each year of additional service above ten years, long service leave will accrue at the rate of 7 days of leave per year of service thereafter.
- 27.3 In the event of a termination (except in a case of serious or wilful misconduct) Team Members who have more than five (5) years' service but who have not yet qualified for LSL in accordance with this clause, any pro rata LSL accrued for such service will be paid out.
- 27.4 Applications to take long service leave must be made at least 3 months prior to the expected commencement date for approval by the relevant manager. The Team member will be advised within 2 months of the application being made whether it has been successful or not. Subject to mutual agreement between a team member and their manager, this period of notice may be reduced.
- 27.5 Watco will not unreasonably withhold approval of long service leave. Where more than one application for leave is received at a location for the same time, consideration and approval will be treated on a "first in first served" basis, where operational difficulties do not provide for all team members to take leave at the same time.

- 27.6 Long Service Leave is to be applied for and taken in blocks of seven (7 days) or more.

28. Jury service

- 28.1 A Team Member, other than a casual Team Member, will be paid 'make-up pay' for the first 10 days of jury selection and jury duty, in accordance with this clause. Make-up pay is the difference between any jury service payment the Team Member receives (excluding any expense-related allowances) under a law of the Commonwealth, a State or a Territory, and the Team Member's base rate of pay for the Ordinary Hours they would have worked.
- 28.2 Before paying make-up pay, Watco may request evidence from the Team Member to show:
- (a) that the Team Member has taken all necessary steps to obtain jury duty pay; and
 - (b) the total amount of jury duty pay that has been paid or will be payable to the Team Member for the period.
- 28.3 If a request for payment is made under this clause and the Team Member cannot provide evidence to demonstrate they have made genuine attempts to obtain documentation of proof of jury duty, they will not be entitled to make-up pay.
- 28.4 A Team Member will not be paid make-up pay by Watco, where the Team Member undertakes jury service at a time they would not otherwise have been required to work.
- 28.5 Jury service is counted towards Ordinary Hours for the Duty Cycle to a maximum of 80 total hours.

- 28.6** If a State or Territory law applying from time to time in the Team Member's Home Location provides for a more beneficial entitlement for the Team Member than is set out in this clause then that law will prevail over this clause to the extent of that inconsistency.

29. Critical Incident leave

- 29.1** A critical Incident is a work event that may involve violence, death or threat of life that can lead to a serious interruption in the state of equilibrium of an individual or group of individuals. It can include, but is not limited to:

- (a) fatality of a staff member or a member of the public at the workplace due to:
 - (i) workplace accident
 - (ii) natural causes or for reasons not attributed to the workplace.
 - (iii) suicide
- (b) Providing first aid to a severely injured person/s
- (c) Security/emergency incidents such as fire, explosion etc
- (d) Being subject to an aggravated assault
- (e) Other (case by case assessment)

- 29.2** Team Members may experience differing levels of exposure to an incident which would impact upon the level of support and leave they need access to.

- (a) Directly Involved – those staff members who were directly involved or directly witnesses the incident at the time of its occurrence, e.g., a driver who was crewing a train that struck a person or a staff member who was subject of an aggravated assault whilst on duty.
- (b) Exposed – those staff members who may be present at the scene of the incidence either during or after the incident. This includes Team Members who are required to view CCTV footage of the incident.

29.3 Where a Team Member is involved in a critical incident, Watco shall ensure that:

- (a) the Team Member is relieved from duty as soon as practicable in accordance with Watco's Incident management plan (as amended from time to time).
- (b) the Team Member is provided with transport to their home or their Home Location, as so elected by that Team Member; and
- (c) that the Team Member is provided with up to three (3) days' paid leave per occasion, including to receive psychological counselling from an accredited provider. This critical incident leave is a separate entitlement to any other leave.

29.4 A Team Member on critical incident leave will be paid at the number of hours equalling the actual ordinary hours of rostered work that would have been worked but for the leave being taken.

29.5 A Team Member's exposure to an incident where required will be validated with available evidence.

29.6 Additional days will be determined by a qualified medical practitioner after attending a compulsory medical or other counselling. The employee will be given a choice of approved practitioners and/or counsellors.

30. Bullying and Harassment

30.1 General Principles

- (I) Watco is committed to providing a safe, flexible, and respectful environment for all Team Members and recognises everyone has the right not to be bullied or harassed at their workplace.
- (II) A Team Member will not be discriminated against or have adverse action taken against them because of any disclosure of bullying and/or harassment in the workplace.

- (i) Watco will investigate all complaints on bullying and harassment in accordance with its disciplinary and code of conduct policies.

31. Other leave

- 31.1 All Team Members are entitled to other leave entitlements in accordance with the NES.
- 31.2 All Team Members are entitled to apply to Watco for special unpaid leave (not otherwise provided for in this Agreement or the NES), and the application will be determined by Watco considering operational requirements.

32. Public holidays

- 32.1 Due to the nature of the work performed by Watco, being a business that operates 24 hours per day, 365 days per year, Team Members can be required to work on a public holiday in accordance with their respective roster as set out in this Agreement.
- 32.2 All Team Members shall be entitled to the following public holidays without loss of pay (with the dates of the public holidays being determined on the basis of the days prescribed by the State of NSW,
 - (a) New Year's Day.
 - (b) Australia Day.
 - (c) Labour Day.
 - (d) Good Friday.
 - (e) Easter Saturday.
 - (f) Easter Monday.
 - (g) ANZAC Day.
 - (h) Queen's Birthday.
 - (i) Christmas Day.
 - (j) Boxing Day; and
 - (k) any other holidays declared or prescribed by, or under, a law of a State or Territory which applies at the Team Member's Home Location.

- 32.3** Where Christmas Day and/or Boxing Day falls on a Saturday or Sunday, then the next Monday and/or Tuesday shall be substituted as the public holiday.
- 32.4** Where Anzac Day; Australia Day; New Year's Day fall on a Saturday or Sunday then the following Monday shall be substituted as the public holiday.
- 32.5** Where two public holidays fall on the same day (e.g., Anzac Day and Easter) then the following day shall be substituted for the second day.

33. Work on a Public Holiday

- 33.1** Where a full time or part time Team Member is required to work on a public holiday (regardless of the number of sign-on times or rostered hours) described in clause 32.2, that Team Member:
- (a) will be paid 8 ordinary hours as per the Team Members ordinary wage for that Duty Cycle; and
 - (b) will be paid 8 ordinary hours in addition (a standalone payment) to clause 33.1(a) (regardless of the hours rostered) in lieu of overtime for that public holiday.
 - (c) Hours actually worked by a Team Member on a public holiday will be counted toward the Duty Cycle ordinary hours.
 - (d) Must not unreasonably refuse to work a public holiday where it falls within the normal rostered hours of a Duty Cycle as per the Master Roster.
 - (e) (If the Team Member works an RDO that falls on a public holiday), they shall only be paid the RDO rate of pay as per clause 18 and will not be paid the public holiday hours under this clause.
 - (f) Where a public holiday falls on a Team Member's RDO and the Team Member is not required to work that day, the Team Member shall receive their normal pay.
- 33.2** Where a Full Time Team Member does not work a public holiday, they will be paid their ordinary hours as per their ordinary wage and their rostered hours counted toward their Duty Cycle ordinary hours.

34. Interaction between public holidays and RDOs

- 34.1 The general principle is for RDOs to be allocated as per the Master Roster. This results in more certainty and less disruption for both Watco and Team Members in each roster. If a RDO falls on a public holiday in accordance with the Master Roster, the RDO will not be moved, and the Team Member will be paid in accordance with clause 54.1(d)

35. Workplace health and safety

- 35.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all Team Members.
- 35.2 Watco shall establish a Safety Committee in accordance with the NSW Work Health & Safety Act 2011
- 35.3 Without limiting obligations Team Members have under relevant safety legislation, Team Members must:
- (a) ensure they perform their jobs safely with a duty of care to themselves and other Team Members and workers.
 - (b) attend for duty fit and able to safely perform their duties.
 - (c) comply with Watco's policies and procedures relating to work health and safety (as varied from time to time), including those related to drugs and alcohol.
 - (d) comply with the drug and alcohol testing programmes of other companies where such compliance is required by the other company in order for Watco's Team Members to enter the other company's site; and

- (e) Immediately bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

36. Personal protective equipment and clothing

- 36.1 Watco shall issue Individual Team Members with personal protective equipment and clothing as appropriate to their work requirements, with the exception of prescription safety glasses which will be subsidised to a maximum amount of \$400 per annum per Team Member where safety glasses are required to be worn by that Individual Team Member.
- 36.2 Team Members shall ensure that all personal protective equipment and clothing is used, worn and maintained in accordance with Watco and the manufacturer's requirements.
- 36.3 Watco shall issue personal protective equipment and clothing on either a periodic or fair wear and tear basis as determined by Watco, having regard to legal requirements and any specific product requirements.

37. Training

- 37.1 Any Team Member may be required to undertake 'on the job' or 'off the job' training to meet the level of competence required by Watco, including training to meet the requirements of new technology or equipment that may be introduced, applicable rail safety law (including route knowledge) or occupational health and safety legislation.
- 37.2 All training time carried out at Watco's request will be counted as Ordinary Hours. Training time is from start time to finish time of actual training program and accordingly Team Members will be rostered to align to start and finish times of the training program. Paid travel time will be given to Team Members who are required to undertake additional travel to attend training.

- 37.3 Team Members give a commitment to undertake this training and Watco is committed to providing reasonable training opportunities to Team Members, and any reasonable opportunities to exercise the knowledge, skills, or abilities acquired from this training.**
- 37.4 Watco will meet all reasonable costs associated with specific training for the ongoing maintenance of the required competencies.**
- 37.5 All Team Members are required to be accredited, obtain and hold relevant qualifications, certificates and licences, including a valid motor vehicle drivers' licence, that are deemed appropriate to their classification and contract of employment.**
- 37.6 Team Members employed in a Train Crew classification under this Agreement must undertake the required level of Safe Access Rail Corridor qualifications and maintain any Infrastructure track access permits applicable for that Team Member (mandatory) with the relevant refresher training. Team Members are responsible for passing all internal training on Air Brake and Train Handling Safety Rules that Watco deems appropriate to operate assets.**
- 37.7 Failure to maintain the qualifications and or licences referred to in these agreements may lead to termination of employment, except where the failure is attributable to Watco.**

38. Health assessments

- 38.1 This clause applies to Team Members employed in one of the classifications as per Schedule B under this Agreement.**
- 38.2 The parties to this Agreement acknowledge that legislation imposes conditions on Watco's Rail Safety Accreditation to operate on the rail system that requires all Team Members to be medically fit and to be subject to a regime of medical testing, and further that the requirements of the National Standard for Health Assessment of Rail**

Safety Workers (as amended from time to time) must be achieved and maintained by Team Members throughout their Watco employment.

38.3 Each Team Member's employment with Watco is conditional upon them passing a Category 1 rail medical and producing a certificate from the duly qualified and accredited rail safety medical practitioner certifying that they are fit for duty.

38.4 During their employment with Watco:

- (a) a Team Member must maintain the required level of fitness to be eligible for entrance to Watco's service, under this clause throughout their employment with Watco.**
- (b) Team Members may, due to the operation of the National Standards and/or where directed by Watco, be required to undertake a health assessment from time to time including to determine whether they are fit for duty.**
- (c) In the event that a Team Member cannot maintain required medical standards, the Team Member and Watco shall hold discussions regarding the capacity of the Team Member to continue in his/her employment with consideration for a level of employment that the Team Member can be deemed fit to perform and meet Watco's requirements. Physical incapacity to perform duties may be a reason for termination of employment, subject to a Team Members right under workers' compensation legislation, the Act, and this Agreement. In this regard, a Medical Termination will occur.**
- (d) Team Members who are required to attend medical assessments shall be advised at least eight (8) weeks in advance of the date of their medical assessment. Team Members shall also be advised at the time they must have their blood test done no more than four weeks prior to the medical assessment.**

38.5 The result of health assessments initiated by Watco will be communicated to the Team Member concerned.

- 38.6 Any follow up or specialist tests are the obligation of the Team Member to follow up and provide documentation to Watco in a reasonable timeframe to maintain their fitness for work and track access permit. Failure to do so may result in termination, leave without pay or any disciplinary action.**
- 38.7 Responsibility for the cost of health assessments carried out under this clause will be as follows:**
- (a) Watco will pay cost of the health assessment including all required tests up to the decision by a duly qualified and accredited rail safety medical practitioner for the purposes of the National Standard that the Team Member is either:**
- (i) fit for duty unconditional.**
 - (ii) fit for duty conditional.**
 - (iii) temporarily unfit for duty.**
 - (iv) fit for duty subject to review.**
 - (v) fit for duty subject to job modification; or**
 - (vi) permanently unfit for duty.**
- (The Determination).**
- (b) If further tests are required following the Determination, the Team Member will be liable to cover the cost of those tests except that:**
- (i) Watco will cover the cost of the first sleep apnoea test occurring before or after the Determination (thereafter, further sleep apnoea tests will need to be organised and paid for by the Team Member).**
 - (ii) Watco will cover the cost of a stress ECG whether undertaken before or after the Determination.**

- (c) notwithstanding any other provision of this clause, Watco will not be liable to cover the cost of investigation of existing, known medical conditions or referrals to a Team Member's local General Practitioner.

38.8 Watco will roster time for Team Members to attend a health assessment undertaken pursuant to this clause and will cover incidental travel associated with such attendance.

39. Medical Retirement

39.1 Where a Team Member has no reasonable prospect of returning to perform the position they are appointed to, owing to the nature of their illness or injury, Watco will examine opportunities for reclassification to an alternate position or may initiate action to terminate the Team Members' employment contract. The Team Member shall submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.

39.2 This provision does not apply to a Team Member on worker's compensation as they are not entitled to take accumulated personal / carer's leave before medical retirement.

40. Sick Leave pending Worker's Compensation.

39.1 Team Members may access accumulated personal leave whilst a claim for Worker's Compensation is being considered. Where the claim is accepted, any personal leave shall be re-credited.

41. Continuity of Supply

41.1 It is acknowledged by both parties, that it is an essential feature of this agreement that Watco must be able to ensure that its customers shall be in a position to maintain the continued supply of its product.

41.2 Consequently, the parties to this agreement recognise and commit, within their control, to there being a sufficient supply of labour, at all times, to ensure that the customers

operations and ability to supply its product are unaffected by any dispute or grievance which may arise from time to time.

- 41.3 It is also agreed, to the extent necessary, and within the provisions contained in this agreement, that where a customer's production or delivery needs are identified as urgent, the employees covered by this agreement shall collaborate to ensure that such needs are met without any disruption.
- 41.4 Accordingly, any dispute or grievance, arising from the operation of this agreement shall follow the dispute resolution procedure in accordance with Clause 43.
- 41.5 The mutual obligations and undertakings imposed by this clause apply to all parties and all employees during the nominal term of this Agreement, regardless of the reasons for or nature or the extent of the industrial action
- 41.6 Nothing in this clause in any way precludes limits or removes the operation entitlements or obligations of the parties contained in this agreement.

42. Consultative process

- 42.1 This clause applies where the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 42.2 Major change - For a major change referred to in clause (40.1) (a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (40.3) to (40.9) apply.
- 42.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 42.4** If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative.

Watco will recognise the representative.

- 42.5** As soon as practicable after making its decision, the employer must:

- (a)** discuss with the relevant employees:
 - (i)** the introduction of the change; and
 - (ii)** the effect the change is likely to have on the employees; and
 - (iii)** measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b)** for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i)** all relevant information about the change including the nature of the change proposed; and
 - (ii)** information about the expected effects of the change on the employees and.
 - (iii)** any other matters likely to affect the employees.

- 42.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 42.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 42.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (40.2) (a) and subclauses (40.3) and (40.5) are taken not to apply.

- 42.9** In this term, a major change is likely to have a significant effect on employees if it results in:

- (a)** the termination of the employment of employees; or

- (b) major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (c) the alteration of hours of work; or
- (d) the need to retrain employees; or
- (e) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

42.10 For a change referred to in paragraph (40.1) (b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (40.11) to (40.15) apply.

42.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

42.12 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative.

Watco will recognise the representative.

42.13 As soon as practicable after proposing to introduce the change, Watco must:

- (a) discuss with the relevant employees the introduction of the change; and

- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Watco reasonably believes will be the effects of change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

42.14 However, Watco is not required to disclose confidential or commercially sensitive information to the relevant employees.

42.15 Watco must give prompt and genuine consideration to matters raised about the change by the relevant employees.

42.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 40.1.

43. Dispute settlement procedure

43.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards

this clause sets out procedures to settle the dispute.

43.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 43.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 43.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 43.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 43.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; orthere are other reasonable grounds for the employee to refuse to comply with the direction.

43.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

44. Stand Down.

44.1 Watco may stand down a Team Member or Team Members during a period in which the Team Member cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised by or engaged in by Watco) or protected industrial action taken by Team Members in accordance with the Act.
- (b) a breakdown of machinery or equipment, if Watco cannot reasonably be held responsible for the breakdown. For Clarity, this clause will not apply for scheduled or planned maintenance shuts.
- (c) a stoppage of work for any cause for which Watco cannot reasonably be held responsible.

44.2 As soon as practicable and prior to the stand down commencing, Watco will consult with the affected Team Members and other stakeholders in accordance with clause 40. In this consultation, the performance of useful work shall be considered.

44.3 Watco shall provide each Team Member to be stood down with written notice at least (3 clear days) excluding weekends in advance of the stand down commencing for that Team Member. Watco will use best endeavours to give as much notice as possible to Team members. Such notice shall state:

- (a) the commencement date of the stand down.
- (b) the reason for the stand down.
- (c) the expected duration of the stand down; and

- (d) that the Team Member has the right to seek alternative employment during the period of the stand down and taking into consideration their obligations for notice periods.

44.4 Team Members stood down in accordance with this clause shall be treated for all purposes (other than payment) as having continuity of employment provided the team member resumes work as required at the end of the stand down period (and subject to clause 44.7

44.5 Team Members stood down in accordance with this clause may elect to have all or part of a stand down period paid as annual leave or other time owed where there is a relevant accrued entitlement (other than personal/carer's leave).

44.6 Any Team Member stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, on the next Watco pay cycle, any payments to which they are entitled up to the time of the resignation.

44.7 Any Team Member who is stood down in accordance with this clause shall be at liberty to take other employment and, in the event of doing so, Watco shall not require the Team Member to return to work until the Team Member has worked their period of notice where required to do so by the other employer and it is a reasonable time period.

45. Termination of employment

45.1 A full time or part time Team Member's employment may be terminated with the following period of notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks

More than 5 years	4 weeks
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- 45.2 For full time and part time Team Members over 45 years of age, the notice period specified in clause 45.1 above will be increased by 1 week.
- 45.3 In circumstances where a full time or part time Team Member terminates his/her employment:
- (a) the Team Member's obligations with respect to notice shall be as set out above at clause 45.1 above; and
 - (b) If the Team Member does not give Watco the required period of notice under clause 45.1, Watco may withhold from the Team Member's termination payment an amount equal to the amount of notice not given.
- 45.4 A casual Team Member's employment may be terminated by Watco or the Team Member providing one day's notice.
- 45.5 A Team Member may receive a payment in lieu of working some or all of the relevant notice period prescribed in this clause, within Watco's discretion.

Notwithstanding any other part of this clause, Watco has the right to terminate a Team Member's employment without notice if the Team Member has engaged in Serious Misconduct.

46. Redundancy

- 46.1 A redundancy occurs in a circumstance where Watco no longer requires the position that a Team Member has been doing to be done by anyone and there is no suitable alternative employment for the Team Member. A redundancy is not triggered by the ordinary and customary turnover of labour.

46.2 For the purpose of clause 46.1, suitable alternative employment includes, but is not limited to, the following:

- (a)** employment in a position which:
 - (i)** is suitable given the Team Member's skill base, competence, location, and experience or is suitable after the provision of appropriate training and such training is offered by Watco at no cost to the Team Member; and
 - (ii)** which attracts the same or no less favourable terms and conditions of employment overall; and
- (b)** in circumstances where that position is:
 - (i)** elsewhere within Watco.
 - (ii)** with another related entity to Watco; or
 - (iii)** with an unrelated entity.

46.3 Where Watco no longer requires the position a Team Member has been doing to be done by anyone, Watco will:

- (a)** undertake consultation, as outlined in clause 40 of this Agreement.
- (b)** seek voluntary redundancies from Team Members working in the same position; and
- (c)** explore opportunities for suitable alternative employment.

46.4 If a Team Member's employment is terminated due to redundancy, Watco will pay the Team Member a redundancy payment in accordance with the NES requirements as per the table below:

Period of continuous service	Redundancy pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay

4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 46.5** Team Members will not be entitled to redundancy pay under this clause in the following circumstances:
- (a) In circumstances where, pursuant to section 122 of the Act, Watco would not be required to pay redundancy to a Team Member; or
 - (b) where the Team Member is offered suitable and reasonable alternative employment within the meaning of clause 46.2 including circumstances where they do not accept that offer of employment.
- 46.6** During the period of notice of termination given by Watco in relation to a redundancy, the Team Member shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment, provided such time off does not adversely affect the operation of the business or services provided to a customer.
- 46.7** A Team Member who has been given notice of termination by Watco for the reason of redundancy may reach an agreement with Watco for an earlier date of termination. In such circumstance the Team Member will be paid all entitlements calculated on the agreed earlier termination date.
- 47. Disciplinary Measures**
- 47.1** Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness and if the employee so chooses a representative which may include a union.
- 47.2** Before implementing disciplinary measures, Watco will;

- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the employee a copy;
 - (b) Advise the employee of the allegation(s) of inappropriate performance or behaviour in writing; and
 - (c) Provide the employee with an opportunity to respond to any allegation(s).
- 47.3 During the investigation described above, Watco may stand the employee down, with pay (equal to their total remuneration), during part or all the investigation. In all cases Watco will endeavour to limit the period an employee is suspended without compromising the integrity of the investigation.
 - (a) When an employee is stood down during an investigation and that extends beyond three (3) weeks, Watco will write to the employee to provide them with an update on the investigation.
- 47.4 In implementing disciplinary action, Watco may:
 - (a) Issue a verbal or written caution, warning, or reprimand; or
 - (b) Impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve months) which may include a written caution or warning. When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
 - (c) Suspend an employee from duty, which may include a written warning or caution, with or without pay for a maximum period of 4 weeks; or
 - (d) Dismiss an employee.
- 47.5 With the exception of a termination, an employee who has a grievance in relation to the application of this clause shall follow the Resolution of Disputes process outlined in Clause 40 of this Agreement.

48. WORKPLACE REPRESENTATIVES

- 52.1 Reasonable Time to Discuss Issues - Where Team Members at the workplace have elected a workplace representative/s to represent the members in employment-related matters, the Company shall provide the representative/s reasonable time to discuss those matters with the Members and management.
- 52.2 Facilities Available - To facilitate the representative/s role, the Company will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their

role. Use of resources by workplace delegates will be subject to the delegate complying with the prevailing Company policy provisions and the specific directions of the site manager (neither of which shall impose unreasonable restriction on the operation of this clause).

- 52.3 Union Contact - Workplace delegates that represent union members at the workplace will be allowed reasonable time to attend to any work-related matters on behalf of union members but must consult with their supervisor prior to attending to any such matters.
- 52.4 Workplace delegates will be entitled to reasonable unpaid time off to attend union meetings, union training, congresses, and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give 14 days' notice and the Company will not unreasonably refuse to approve such leave.
- 52.5 The Company will provide a lockable notice case to be used by workplace delegates for posting notices authorised by the Union.
- 52.6 Special paid leave will be granted to Team Members of the Company who are delegates of their Union to attend their Union's National Council, National Executive, Branch Council, Branch Executive and Divisional Committee meetings, or their equivalent and as recognised by the AEC or other relevant authority.
- 52.7 To be eligible for special paid leave, the Team Member:
- (a) Is required to apply for leave at least (four) 4 weeks prior to the leave commencing.
 - (b) Is required to provide written evidence (including basic details of the meeting) that they are an elected delegate of the Union; and
 - (c) Is required by the Union to attend the meeting.

Part 2. Conditions that apply to Train Crew and Terminal Operator Team Members

Who does this Part 2 apply to?

49. Application

- 49.1 This Part 2 applies to Team Members employed in a Train Crew or Terminal Operators classification under this Agreement and are 'shift worker's' for the purpose of the NES and this agreement.

50. Hours of work

50.1 Ordinary Hours

The ordinary hours of work, for a full-time Team Member, are two thousand and eighty, (2080) hours per annum. This is equivalent of fifty-two (52) weeks at thirty-eight ordinary hours plus two (38+2) additional hours per week. For clarity this is also the equivalent of 8hrs per day for 5 days of the week. The annual ordinary hours are made up as follows:

- a) Two thousand and eighty (2080) hours, which includes eighty-eight (88) hours for a minimum of eleven (11) public holidays and two hundred (200) hours of annual leave.
- 50.2 While public holiday hours are included in the total hours outlined above, where an employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to provisions of the Act.
- 50.3 In addition to the ordinary hours specified above, an employee may be required to work reasonable overtime (except for working on Rostered Days Off) for payment of overtime penalty rates as set out in clause 54.
- 50.4 An employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- a) Any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours.
 - b) The employee's personal circumstances, (including any family responsibilities).
 - c) The operational requirements of Watco in relation to which the employee is required or requested to work the additional hours.

- d) Any notice given by Watco of the requirement or request that the employee work the overtime.
- e) Any notice given by the employee of their inability to work the overtime.
- f) Whether any additional hours are on a public holiday, and.
- g) Any other relevant matter.

51. Management of Annual Ordinary Hours

A full time Team Member may be rostered to work more than 80 hours per Duty Cycle according to the following principles,

- a) 38 ordinary hours plus 2 additional hours per Roster Cycle for the purpose of section 62 and 63 of the Act and are the Teams Member's ordinary hours for the purpose of this agreement.
- b) All hours worked by a Team Member in reaching their 80 Ordinary Hours per Duty Cycle do not attract any penalties, allowances, or additional payments in addition to those expressly provided for in this Agreement and are fully compensated for in each Team Member's annual wage. For clarity, Ordinary Hours can be averaged over the Duty Cycle meaning that Watco can roster Team members to perform more than 40 hours in a Roster Cycle without making any overtime payment, provided the Team member's rostered hours do not exceed 80 Ordinary Hours in the Duty Cycle.
- c) When a team Member is released early from a shift, the rostered hours for that shift will be counted as Ordinary Hours towards the Duty Cycle and the actual worked hours will be used for managing fatigue in accordance with the defined rest periods outlined in clause 57

52. General Rostering Provisions

- 52.1 Watco will develop and modify rosters consistent with operational requirements.
- 52.2 Rosters will consider Watco's business and commercial requirements, employee needs and occupational health and safety requirements, including fatigue management principles.
- 52.3 Rosters will be developed to include forecast working.
- 52.4 Rosters will be developed in accordance with operational and commercial needs and must consider the following:

- a) Consultation with the employees. Employees may elect to form a rostering committee. Where formed, management will consult with the committee, as part of the consultative process. Where no committee is formed, consultation will occur in accordance with the provisions in Clause 40
- b) Family, social and work commitments.
- c) Fatigue obligations.
- d) Maintenance of qualifications.
- e) Relevant conditions of employment.
- f) Duty of care obligations.
- g) Optimal staff productivity; and
- h) Fair working for the employees

53. Rostering Systems

53.1 Master Roster

- a) Once developed, the Master Roster shall be exhibited primary for the purpose of indicating all rostered days off (RDOs), and all known work, including sign on and off times.
- b) Watco will use its best endeavours to avoid the rostering of single RDO's.
- c) Team members will rotate through the Master Roster.
- d) The Master Roster should be arranged to provide the maximum number of complete weekends rostered off duty. Team Members will not be required to work more than three (3) weekends in a row.
- e) Complete weekends will be rostered to finish no later than 2100 on Friday and shall start no earlier than 0600 on Monday.

53.2 Where a change to a Master Roster is proposed, consultation, as per clause 40 will occur. This will commence at least twenty-eight (28) days prior to the intended implementation date of the new roster.

- a) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation, or unless otherwise agreed by both parties. At this time, employees will be notified of which line in the roster they will commence.

- b) Changes to a Master Roster will be made mindful of balancing the business demands and the needs of employees. The number of changes to Master Rosters, where such a change impacts on an RDO, shall not exceed four (4) per annum, unless by agreement of the majority of Team members affected.
- c) There may be more than one roster developed at a location for a similar or the same positions.

53.3 Working Roster Changes

- a) Where the Working Roster is developed, a period of seven (7) days' notice of the introduction of such rosters shall occur.
- b) Variations from the Master Roster placed onto a Working Roster must not impact on the placement of RDO's. Variations that might be addressed in a Working Roster could include changes to shifts, e.g., the number of shifts and/or their placement on the roster or changes to sign on times, shift lengths and/or sign off times. Variations may be required because of specific operational changes that are not known at the time the Working Roster is prepared.
- c) Subject to relevant OH&S, fatigue management and operational issues, employees may mutually exchange shifts or RDO's, with the approval of the relevant manager or rostering staff. Watco will not unreasonably withhold approval where such requests are cost neutral.

54. Overtime

54.1 Overtime is defined as.

- a) Total rostered hours or hours worked, whichever is greater, more than the 80-hour Duty Cycle.
- b) Hours worked on an RDO.
 - i) The penalty multiplier for overtime is 1.5 for all time worked. All overtime worked on a public holiday will be paid as per clause 33.
 - ii) Subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours may be utilised to cater for training and meetings.
 - iii) Where an employee is called in for a standalone overtime shift, they will be paid for the total rostered shift length or hours worked, whichever is greater.

55. RDO's

Team members shall have the following entitlement with respect to RDO's.

- a) There will be a minimum of 104 designated RDO's per annum.
- b) A minimum of 4 RDO's will allocated to every Duty Cycle.
- c) Dimension of an RDO
 - i) RDO's will commence from 0001 and conclude at 0600 the following day, each additional day will be in blocks of twenty-four (24) hours duration following the initial RDO at 0600.
 - ii) If an employee works into or signs on during, the dimensions of an RDO, all hours worked for the portion of the RDO will be paid at the overtime rate. The remaining hours on the shift will be paid at the normal rate. I.e., If an employee on an RDO (which expires at 6am) is requested to sign on before 6am and agrees, for example 4am, there will be 2 hours paid at the overtime rate and the remainder of the planned shift will be paid at normal time as part of the duty cycle.

56. Meal Breaks/Rest Breaks

- 56.1 Team Members working shift work covered by this Agreement shall have a paid meal break of 30 minutes built into the working arrangements for that shift. Meal breaks shall be scheduled or taken at such times that will not unnecessarily interfere with the efficient running of the terminal business. Ordinarily, meal breaks shall be scheduled to start and finish between the 4th and 7th hour of each shift. On night shift, meal breaks shall be scheduled to start and finish between the 3rd and 7th hour. On night shift, where a Team Member has not finished their meal break before the 7th hour, they will not be required to work for the remainder of the shift.
- 56.2 Where Team Members are required to work shifts more than ten (10) hours duration, the Team Member shall be entitled to an additional ten (10) minute paid rest break to be taken at a time that will not unnecessarily interfere with the efficient running of the terminal business.
- 56.3 Team Members will take meal breaks in a designated meal room as determined by Watco. Where a Team Member is required to extend past their rostered shift without notification prior to the commencement of the shift, the Team Member will be entitled to a \$35.58 meal allowance paid on each such occasion. The allowance will

be adjusted annually by CPI (all groups). The adjustment shall be made annually in the first full pay period following the release of CPI data for the September Quarter each year.

57. Interval Between Shifts

- 57.1 The minimum Interval between shifts shall be twelve (12) hours off duty.
- 57.2 When changing from night shift pattern to another shift pattern, there shall be an interval of 33 hours off duty.

58. Lift-Up Lay-Back.

- 58.1 The intention of this provision is to provide flexibility where a business requirement exists for the need to lift up or layback a Team Member. The following operational characteristics would determine the needs for lay-back provisions:
- 58.2 Where implemented, Team Members may be lifted-up 2 hours or laid back by three (3) hours from the rostered commencement time of their shift.
- 58.3 During the consultation process, specific consideration will be given to any issues of "hardship" raised by employees at the location.
- 58.4 Watco will make no more than one (1) alteration to the confirmed sign-on time under lay-back provisions.
- 58.5 Where applicable employees may be expected to be contacted for lift-up or layback purposes. Watco will contact employees directly.

59. Cancelled Shifts

- 59.1 As much notice will be provided when a rostered shift is cancelled.
- 59.2 Where 24hrs or less notice is provided then the rostered hours will be credited to the Duty Cycle.
- 59.3 If no alternative or new work is available within Lay Back, they will continue the working roster.
- 59.4 If 8hr or less notice provided that an overtime shift is cancelled, the Team Member will be paid standalone single time for the rostered shift.

60. Mandatory Rest Days

- 60.1 A Mandatory Rest Period will be provided after having worked eleven (11) consecutive shifts.
- 60.2 Mandatory Rest periods shall conform to the same conditions as an RDO, as outlined in the RDO Clause.
- 60.3 Where a Team Member works an overtime shift, at Watco's request, and this results in the Team member not being able to work a previously rostered shift due to the taking of the Mandatory Rest Period, Watco will credit all rostered hours towards the Duty Cycle.

61. Annual Relief Lines

- 61.1 During the formation of the Master Rosters, it will be determined the number of Annual Relief Lines. Normal calculations – for every 10 lines of rostered work, there should be 1 Annual Relief Line.
- 61.2 There will be a minimum of 4 weeks' notice for advice to Team Members to enter an Annual Relief Line regarding the leave relief line and associated RDO's.
- 61.3 RDO's will be displayed for the Annual Relief Lines on the Master Roster and will be adhered to if no leave relief coverage is required.

62. Shift Limits

- 62.1 Watco's operations are conducted on a 24 hour a day, 7 day a week basis. Accordingly, Team Members are required to perform their work on shifts, which have irregular starting times and varying lengths.
- 62.2 Team Members can be rostered by Watco to perform shifts up to 12 hours long, subject to the Configuration Table below.
 - a) The minimum rostered engagements per shift shall be eight (8) hours, however, subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours may be utilised for:
 - b) Training. Where training shifts are proposed, as far as practicable, the content should provide for a training shift of eight (8) hours.
 - c) Medical examinations.
 - d) Meetings.

Team Member Crew Configuration	Shift lengths Sign on to Sign off
Driver with Driver	12 hours
Driver with Second Person or Terminal Operator (Qualified in Engine and Air)	11 Hours
Driver with Terminal operator (not qualified in Engine and Air)	11 hours (no more than 10 hours driving a locomotive)
RCO	9 hours

63. Maximum Hours of Duty – Emergencies, Major Equipment Failure

- 63.1 Team Members who are unable to complete their rostered shift due to an emergency must be relieved from duty and signed off after a maximum of sixteen (16) hours.
- 63.2 The requirements of Schedule 2 of the Rail Safety Act – Fatigue Management do not apply in the event of.
- a) An accident or emergency; or
 - b) Any urgent circumstance approved by the ITSSR; or
 - c) Any other unforeseen circumstances, that make it necessary to contravene this Schedule to avoid a serious dislocation of train services if there is no practical alternative, if the Safe Working Team Member concern indicate their fitness to work the extended hours.
- 63.3 In this clause “*emergency*” means an emergency arising out of an actual or imminent event, such as fire, storm, earthquake, or explosion, that:
- a) Endangers, or may endanger, the safety of persons, or
 - b) Destroys or damages or may destroy or damage.

64. Request days

- 64.1 As a means of addressing a Team Member’s out of the ordinary personal obligations (such as medical appointments, special family commitments, and the like) a Team Member may make requests not to be rostered on a specific day, or days, during a specific Roster Cycle.

- 64.2** Requests, including the reason, must be submitted no later than 7 business days prior to the commencement of the Roster Cycle in question. However, a greater period of notice may facilitate greater opportunity for the request to be granted.
- 64.3** Subject to clause 64.4, reasonable endeavours will be made by Watco to meet the request.
- 64.4** In considering requests made under this clause, particular attention will be given by Watco to:
- (a) the nature of the request.
 - (b) the disruption to the roster, including the allocation of RDOs and the impact on other Team Members; and
 - (c) regularly occurring requests, which would result in Team Members not working their share of additional hours and weekends or other particular shifts.
- 64.5** The Team Member's RDOs may be moved by Watco, as shown on the Master Roster, to accommodate a request day.

65. Allowances

Type of allowance	Entitlement
Car Allowance	A Team Member who is approved by Watco to use their personal vehicle to report to an assignment location that is other than their home location will be reimbursed for actual kilometres in excess of those normally travelled from his or her home to his or her normal duty point. The reimbursement rate will be \$0.80 per kilometre fixed for the life of the Agreement.
Remote Control	Where a Team Member is required by Watco to perform remote control shift, the Team Member will be entitled to be paid an allowance of 19% in addition to the base rate of pay for the shift. This allowance is a fixed percentage for the life of the Agreement.

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Meal Allowance	\$35.58
Higher duties	Where a Team Member is required by Watco to act in a higher classification, an allowance equal to the difference in annual wage rate between that classification and the Team Member's substantive classification shall be paid for the time the Team Member spends acting in a higher classification.

Part 3.

Declaration and signatories

This Agreement was made at West Perth on this 29 day of SEPTEMBER 2021

Signed for and on behalf of **Watco Australia Logistics Pty Ltd** by its authorised signatory in the presence of:

Michael Morrow

Signature of authorised signatory

J. H. Sharp

Signature of witness

MICHAEL MORROW

Full name of authorised signatory

JONATHAN PAUL SHARP

Full name of witness

VICE PRESIDENT OPERATIONS.

Position / authority held

1 CAMPBELL STREET

WEST PERTH 6005 W.A.

Address of authorised signatory

Signed for and on behalf of the
Australian Rail, Tram and Bus

Watco Australia BlueScope Port Kembla Internal Rail Operations

Industry Union by its authorised
signatory in the presence of:



Signature of witness

PETER MATTHEWS

Full name of witness


Signature of authorised signatory

Alexander Claassens

Full name of authorised signatory

Branch Secretary

Position / authority held

4/321 Pitt st

Sydney NSW. 2000.

Address of authorised signatory

SCHEDULE A - Annual wage rates

Level	Full time annual wage rate	Base hourly rate	Casual hourly rate (25% loading)
Team Member Level 1	\$56,100.00	\$26.97	\$33.71
Team Member Level 2	\$73,440.00	\$35.31	\$44.19
Team Member Level 3	\$90,440.00	\$43.48	\$54.35
Team Member Level 4	\$104,440.00	\$50.21	\$62.76
Team Member Level 5	\$107,140.00	\$51.51	\$64.39

SCHEDULE B - Classifications

B.1 Preamble

The parties to this Agreement recognise the need for Team Members to be able to perform a wide range of tasks in the performance of their duties. Watco recognises the value of training to achieve multi-skilling and the importance of training to the career/s of Team Members. The classification structure detailed in this Schedule categorises Team Members according to their classification. Classifications relate to the following factors:

- Level of experience.
- Range of skills (including levels of training or competency) required for performing duties.
- Level of supervision (including degree of instructions required and/or given)
- Degree of responsibility.
- At all times the Team Member must Promote the Customer First Foundation Principles.

B.2 Team Member classifications

Classification title	Description
Team Member Level 1 (New Trainee)	<p>This Team Member holds no qualifications to perform any rail safety duties and will typically be recruited off the street. This Team Member may be required to perform various other duties considered to be safe and appropriate to this position for which they are competent to perform.</p> <p>Trainees do not perform any physical tasks relating to shunting for operational purpose, only for the purpose of learning and may be rostered as 3rd person for the purpose of consolidation of learning.</p> <p>Trainees at this level will be required to achieve the competencies as per the Watco Training Plan before progressing to Level 2.</p> <p>Once assessed as competent in the following, the Team member will progress to Level 2.</p> <ul style="list-style-type: none"> • Local Inductions and Site visits • Apply Safe Working Rules and Regulations. • Apply Communications Protocols. • Use and Interpret radio, hand, and flag commands. • Follow Safe Working Protocols.

Classification title	Description
	<ul style="list-style-type: none"> • Act in the event of unsafe situations or emergencies. • Fatigue Management • Apply Awareness of Railway Fundamentals • Follow Occupational Health and Safety Procedures • Operate Fire Equipment • Watco policy and procedures • Accident emergency procedures training • Diagnose, Identify, and rectify minor faults on rolling stock. • Roll by Inspections. <p>A new Team Member from another rail operator may commence as a level 1 until such point as their previous qualifications have been assessed and Watco specific training provided, i.e., fatigue management, Safety Rules, Radio Procedures and Policies.</p>
<p>Team Member Level 2 (Qualified Terminal Operator)</p>	<p>This Team Member will have been assessed as competent in all Level 1 criteria before progression to Level 2.</p> <p>At this level, the Team member will be rostered, unsupervised as a Terminal Shunter/Trainee Second Person and perform duties within their competency such as,</p> <ul style="list-style-type: none"> • Perform shunting operations. • Operate points. • Specialised equipment to load or unload wagons if qualified. • Train Examination (once completed the Train Inspection Course) to examine and certify trains as fit for departure. • Minor repairs to rolling stock. • A team member will spend a minimum 6 months at this level before being assessed as competent for 2nd person duties before progressing to level 3.
<p>Team Member Level 3 (Second Person/Trainee Driver)</p>	<p>This Team Member will have been assessed as competent in Level 2 Train Operations criteria before progression to Level 3.</p> <p>At this Level, the Team Member may complete the Engine and Air Course</p> <p>This Team Member will also perform the following,</p> <ul style="list-style-type: none"> • All Duties associated in Levels 1 through to 3 if qualified. • Locomotive Second Person assisting the driver in shunting and marshalling of trains. • Train crew member for Line Haul operations work as a second person. • Undergo on and off job tuition and training in locomotive and train management, including route knowledge.

Classification title	Description
	<ul style="list-style-type: none"> Locomotive and vehicle provisioning including daily locomotive checks. <p>Trainees at this level are required to achieve the competencies as per the Watco Training Plan to progress to Level 4.</p>
<p>Team Member Level 4 (Terminal Locomotive Driver)</p>	<p>This Team Member has been assessed as competent in Terminal Train Driving and acquired the required number of hours.</p> <p>This Team Member will also perform the following,</p> <ul style="list-style-type: none"> All Duties associated in Levels 1 through to 4 if qualified. Maintain and hold a relevant State Safe Working/Track Access Permit (e.g., C.O.C). Drive shunting locomotives, with or without locomotive remote control. Perform Mainline Duties. Undergo On and Off job tuition and training in locomotive and train management, including route knowledge. Clerical tasks - Complete all relevant paperwork. Any task within your competence to perform as directed by Watco. Other duties as assigned.
<p>Team Member Level 5 (Driver Trainer/Assessor)</p>	<p>This position conducts training and assessing and must have completed the relevant units of assessment.</p> <ul style="list-style-type: none"> Promote Operational Performance and the operating discipline of optimised train management. Assist with the performance improvement and management of selected Team Members.