



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Coalemp No 3 Pty Ltd T/A Southern Shorthaul Railroad
(AG2019/2359)

SOUTHERN SHORTHAIL RAILROAD ENTERPRISE AGREEMENT 2019

Rail industry

COMMISSIONER LEE

MELBOURNE, 12 SEPTEMBER 2019

Application for approval of the Southern Shorthaul Railroad Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Southern Shorthaul Railroad Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Coalemp No 3 Pty Ltd T/A Southern Shorthaul Railroad. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Rail, Tram and Bus Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 September 2019. The nominal expiry date of the Agreement is 11 September 2023.



COMMISSIONER

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Annexure A

SOUTHERN SHORTHHAUL RAILROAD UNDERTAKINGS IN RELATION TO EA 2019

UNDERTAKING 1

In relation to *Clause 18 Dispute Settling Procedure*, at all stages of this procedure an employee is permitted to have general representation as per section 186(6) of the Fair Work Act 2009 (Cth).

UNDERTAKING 2

In relation to Level 1 and Level 2 employees, with each fortnightly pay period, the Company will compare what the employee would be paid for hours worked under this Enterprise Agreement with what would be payable under the Rail Industry Award 2010 (as updated from time-to-time). If a Level 1 or Level 2 employee has been paid less than what they would have been paid under the Award, the Company will pay to the employee in that fortnightly pay the gap plus an additional amount to ensure that they are at least 1.5% better off than the Award.

UNDERTAKING 3

Where a part-time employee (as defined in clause 11.2 of the SSR Enterprise Agreement) and the Company agree to working a predetermined number of hours each fortnight, if the part-time employee works more than these hours over the fortnight, any additional hours will be paid at 170%.

If the part-time employee has been paid less than what they would have been paid under the Award, the Company will pay to the employee the gap plus an additional amount to ensure that they are at least 1.5% better off than the Award.

UNDERTAKING 4

In relation to casual employees of any level, any hours worked in excess of 76 in a fortnight will be paid at 170%. With each fortnightly pay period, the Company will compare what the employee would be paid for hours worked under this Enterprise Agreement with what would be payable under the Rail Industry Award 2010 (as updated from time-to-time). If the casual employee has been paid less than what they would have been paid under the Award, the Company will pay to the employee in that fortnightly pay the gap plus an additional amount to ensure that they are at least 1.5% better off than the Award.

Signed in accordance with regulation 2.07 of the *Fair Work Regulations 2009* on 30 August 2019:

A handwritten signature in black ink, appearing to read 'Jason Ferguson', with a large, sweeping loop at the end.

Jason Ferguson

Director

Holdco Holdings Pty Ltd trading as Southern Shorthaul Railroad

Southern Shorthaul Railroad Enterprise Agreement 2019

Between

**Holdco Holdings Pty Ltd
Trading As
Southern Shorthaul Railroad
&
Australian Rail, Tram & Bus Union**

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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1 FORMALITIES OF AGREEMENT

This Agreement shall be known as the Southern Shorthaul Railroad Enterprise Agreement 2019, referred to hereinafter as "this Agreement" or "the Agreement".

2. PARTIES BOUND AND SCOPE

- 2.1 This Agreement provides the conditions and working arrangements for staff employed by **Coalemp No3 Pty Ltd**, hereinafter referred to as "the Company", which is engaged principally for rail operations in NSW and VIC.
- 2.2 This Agreement shall be binding upon the Company, the Australian Rail Tram and Bus Industry Union (hereinafter referred to as "the Union") and each person utilised from time-to-time by the Company to perform work within the States listed in clause 2.1 and covered by the Classifications detailed in this Agreement.
- 2.3 An employee organisation (e.g. the Union) will be covered by this Agreement provided they meet the requirements in section 183 of the *Fair Work Act 2009* (Cth) and the Approval Decision issued by the Fair Work Commission states the organisation is covered by the Agreement.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into force 7 days after the Fair Work Commission's Approval Decision and shall remain in force until four years after that date. Three months prior to the expiry of the Agreement, the parties agree to begin discussions and negotiations for a new Enterprise Agreement.

4. RELATIONSHIP TO PREVIOUS AWARDS OR AGREEMENTS

This Agreement relates to the coverage of employees operating in the States of NSW and VIC and supersedes all previous awards and agreements relating to the operations and conditions governed by this Agreement.

5. INTENT AND OBJECTIVES

- 5.1. The Company and employees acknowledge it is critical to the company's ongoing success that an increased level of business competitiveness is achieved through continuous improvement in operational safety and reliability, provision of quality customer service and improved productivity.

- 5.1.1 As part of an on-going process for improvement in productivity and efficiency, consultation shall take place at the workplace level between the Company, the employees and the employee representatives.

- 5.1.2 A key part of this is the commitment of all parties to utilise and adhere to the disputes settling procedure set out in this Agreement.

5.2 *Employment Obligations & Employment Relationship*

The employment relationship is based on:

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

Basic Responsibilities & Commitments:

The company has expectations that its employees will act in consideration of good conduct, sobriety, efficiency and safe and economical working, which shall be essential requirements in the company's service. Responsibilities, duties and a general overview include:

- Following lawful instructions at all times
- Applying customs and practices with due diligence
- Comply with all company policies (whether in this Agreement or not) as varied from time to time
- Use initiative where appropriate and necessary
- Work to the full scope of the job/task
- Apply knowledge, skills and care to the utmost at all times
- Act in good faith at all times in support of company goals and objectives
- Apply the highest standard of integrity and confidentiality to ensure that the company activities are preserved
- Provide information to the company should a breach of safety, integrity, good faith or misconduct be observed or be known in relation to another employee or agent acting for the company
- Undertake a drug or alcohol test when required to do so by the company
- Undertake training as directed
- Assist in training as directed
- Observe company No Smoking Policy

Employees will do all work directed by the company which is within their skill and competence, even if the work is not part of ordinary duties.

5.3 Commitment to Equity in the Workplace

Principles of Equity:

The parties to this agreement are committed to the principles of equity.

This means that they support:

- The creation of conditions whereby the Company utilises the skills and abilities of all workers to meet the needs of the Company
- The removal of unlawful discrimination from all employment practices
- Regard the basic human rights of each individual and to treat people within the Company with respect and dignity

5.4 Diversity in Workplace

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

6 GENERAL RIGHTS, ENTITLEMENTS AND OBLIGATIONS

6.1. Company management has rights and responsibilities and nothing in this Agreement shall be taken to diminish these in any manner. The Company may determine which positions, structures, levels of staffing, daily manning, equipment, methods of operation and work practices shall exist at any time and in the manner in which employees placed by the company to those positions and structures carry out their duties. This right is subject to any compelling law and/or legislation.

- 6.2. The Company may employ and train any mix of full-time, part-time and casual employees to the level of its operational requirements as it determines at any time and may deploy without restriction and train other sources of labour available to the Company, such as contractors or labour hire company personnel.
- 6.3. The Company may select internally or recruit any person to fill a vacancy at its discretion in accordance with Company policies and procedures. The Company's Equal Employment Opportunity policy shall apply to recruiting, selecting, developing and managing employees.
- 6.4. An employee of the Company covered under this Agreement shall perform any work that the Company may reasonably require, including any work of a higher or lower grade for which the employee is qualified.
- 6.5. Employees shall be paid at the rate of pay in this Agreement commensurate with the relevant pay scale for the skills and/or qualifications required by the Company for the position to which the employee is appointed.
- 6.6. Employees are required to be familiar with and to observe at all times the Company's various policies and instructions. Employees shall be advised in writing of any intended change to Company policies and instructions prior to such change taking effect. For the avoidance of doubt, although employees are required to observe the Company's policies and instructions, the terms and contents of the Company's policies and instructions are not terms of this Agreement.
- 6.7. The Company is an Equal Employment Opportunity (EEO) employer and will ensure that it has policies and instructions in place for the prevention of discrimination or harassment in the workplace. The Company will promptly investigate and seek to resolve any alleged instance of discrimination or harassment in accordance with its policies and instructions.
- 6.8. Where the Company requires an employee to obtain a licence, trade certificate or other qualification in order to perform their job, the company shall pay all associated costs.
- 6.9. If an employee fails to retain or maintain any licence, trade certificate, qualification or the physical capability that is necessary to perform the inherent requirements of his/her job, the Company will explore any reasonable options, including redeployment. Where an employee is determined to be medically unfit and there is a satisfactory prognosis that the employee will regain fitness for normal duties Personal Leave entitlements shall apply. However, where no such options can be identified, the Company may initiate termination of the employee's employment. In such circumstances the employee will be provided with notice of termination in accordance with this Agreement (or payment in lieu of notice) together with any other entitlements to which he or she is entitled to be paid on termination. However, and for the avoidance of doubt, termination in these circumstances is not a redundancy.
- 6.10. All employees are required to hold and maintain a motor vehicle driver's licence that allows the employee to drive as required a company motor vehicle with manual transmission and a GVM of not greater than 4.5 tonnes.

7. HONESTY AND FAIRNESS

- 7.1. The Company is committed to treating its employees in a fair and honest manner and will promptly investigate and provide a fair and confidential hearing of any reasonable personal concern of an employee.

8. PERFORMANCE REVIEWS, IMPROVEMENT & DISCIPLINE

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

8.2 *Continuous Service to Customers*

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

8.3 An employee shall be required to participate in performance appraisals conducted by management. Such appraisals will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified.

8.4 Reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity and understanding of company policies, job satisfaction and communication.

8.5 Performance reviews will be carried out on a periodic basis or when triggered by an event which indicates a need for counseling and/or corrective action. Failure by an employee to adhere to any corrective action plans established may result in disciplinary action as outlined in subclause 8.6.

8.6 Where disciplinary action is considered by the company, management will correspond with the employee in question outlining the company's concerns. The correspondence will request the employee to outline their version of events and the company will consider the response before instigating any disciplinary outcome. If a disciplinary outcome is warranted it may constitute a verbal warning, or a formal warning. A formal warning may include but not be limited to a reduction in classification level and subsequent reduction in pay rate, or suspension from duty without pay, or dismissal. Subclause 8.6 does not replace or supersede subclauses 12.1.4 and 12.5 relating to dismissal. At any time within this process the employee may include a representative of their choice which may include their Union.

9. TRAINING

9.1 *Multi-skilling*

The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognizes the value of training to achieve multi-skilling and the importance of training its employees.

9.2 *Incidental and Peripheral Tasks*

Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions, providing they are competent to perform such work.

9.3 *Training priorities*

The priorities for training will be:

9.3.1 Training to ensure an employee possesses and/or maintains the competencies required to fulfill their role

9.3.2 Training to prepare an employee for progression to the next step of the classification structure in their career path

9.4 Training and personal development are an important part of employment with the Company.

9.5 The Company will provide reasonable access to training to afford employees the opportunity to acquire all of the skills, competency and knowledge needed to perform work in the employee's appointed position.

9.6 An employee may be required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement they may train for higher or alternative positions. A move to a higher classification will be in accordance with subclause 14.3.

9.7 When training is undertaken by the employee as required by or at the request of the Company then all such training will be provided in the company's time and at the Company's expense.

9.8 *Competency based training*

Training will be competency based. It will be delivered using both off-the-job and on-the-job methods, and delivered by appropriately qualified trainers.

9.9 *RPL*

The Competency Assessment System will apply the principles associated with Recognition of Prior Learning (RPL). RPL provides for the recognition of an individual's qualification, knowledge, skills, experience, wherever it was gained.

9.10 *National guidelines*

The Competency Assessment System will comply with national guidelines/standard for competency assessment.

9.11 *Training issues*

The Company and employees may utilise the Consultative Committee (as outlined in clause 19 of this agreement) to discuss issues related to training.

9.12 *AQF certification*

Training undertaken with the Company will provide credentials, such as Certificate IV in Rail Operations in line with AQF or other certifications, that are nationally recognised by other employers.

10. **PROBATIONARY PERIOD**

There shall be an initial probationary period of employment of six months for all new part-time and full-time employees, during which time the employee will be engaged on a probationary basis. This probationary period will facilitate the assessment by the company

of the skills and capacity of the employee and allow the company and the employee to determine if they wish to continue with the employment relationship.

- 10.1 Prior to the commencement of employment, the company shall inform new employees of the duration of the probationary period.
- 10.2 Should an employee not be able to demonstrate the required skill or ability to exercise the degree of responsibility required for the position, or demonstrate satisfactory general conduct, or the medical requirements as specified elsewhere in this agreement, the employee may be dismissed before the end of the probationary period in accordance with the notice of termination requirements of this Agreement.
- 10.3 At any time during the probationary period an employee may terminate the employment relationship by giving notice to the company in accordance with the notice of termination by employee requirements of this Agreement.
- 10.4 Should the employee demonstrate the level of skill and ability and satisfactory general conduct to exercise the degree of responsibility required for the position at any time during the probationary period, the company and employee may agree to cease the probationary period and confirm the employee's engagement in one of the categories detailed in clause 11 of this agreement.

11. ENGAGEMENT

Employees can be engaged in full time, part time or casual categories of employment.

Each of these is broadly defined as follows:

- 11.1 A **full-time** employee is an employee engaged on a regular basis with the expectation on both the company and employee's part of a regular, permanent on-going employment relationship.
- 11.2 A **part-time** employee is one engaged to work defined periods totalling less weekly hours than a full time employee. Where an employee is engaged on a part time basis, benefits outlined in the agreement will apply on a pro-rata basis.
- 11.3 A **casual** employee is an employee paid by the hour, who works on an ad hoc basis, who is not entitled to the benefits of full time or part time employment but who can maintain an on-going relationship with the company. Casual employees are not entitled to annual leave, paid personal/carer's leave, notice of termination and redundancy benefits contained in this Agreement.

12. TERMINATION OF EMPLOYMENT

12.1 *Notice of Termination by Company*

- 12.1.1 In order to terminate the employment of an employee the company shall give to the employee the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Up to the completion of 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

Where an employee is over 45 years of age at the time of termination and has a period of continuous service with the company in excess of two years, the

employee shall be entitled to one week's notice in addition to that prescribed above.

12.1.2 Payment in lieu of the notice prescribed in 12.1.1 shall be made if the appropriate notice period is not given.

12.1.3 In calculating any payment in lieu of notice, the weekly wages of any particular employee as detailed in this document shall be used.

12.1.4 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

12.1.5 For the purposes of this clause, all notice, whether given by the Company or the employee, is to be given by phone or in person, but must be followed up in writing disclosing the finish date. In terms of giving notice to the Company, this notice must be given to the *Executive General Manager – Operations* or a *Director*.

12.2 *Notice of Termination by Employee*

The notice of termination required to be given by an employee shall be the same as that required of the company. If an employee fails to give notice the company shall have the right to withhold any monies due to the employee on termination, under this Agreement or the National Employment Standards, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

12.3 *Time Off During Notice Period*

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

12.4 *Statement of Employment*

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

12.5 *Summary Dismissal*

Notwithstanding the provisions of 12.1.1 the company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal and in such cases the wages shall be paid up to the time of dismissal only.

12.6 *Return of Company Equipment*

The Company reserves the right to withhold entitlement monies to the value of Company allocated equipment until all such equipment is returned.

13. CLASSIFICATIONS

13.1 Preamble

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

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

Classifications are also distinguished by the indicative tasks of each level, which are detailed in this Agreement. The classifications apply to all staff that are employees who are engaged principally for train operations including but not limited to line haul, shunting, testing rollingstock, worksite operations and rolling stock maintenance. The parties anticipate that employees may be required to perform tasks which are peripheral to their indicative tasks.

13.2 Principles

The classifications in this document reflect the range of skills that are required to be used by each classification.

13.3 Classifications

Employees will be categorised in accordance with Appendix A of this Agreement.

14. GRADING OF EMPLOYEES

- 14.1 The process of categorising an employee in relation to the classifications is referred to as 'grading'.
- 14.2 Employees shall be graded within the classifications detailed in subclause 13.3 by the company upon commencement. Additionally, the company is committed to regular and on-going monitoring and assessment of employee performance with a view to identifying the appropriate classification of any employee at any particular time.
- 14.3 Upward mobility of employees to higher classifications will be encouraged and supported by the Company but will depend upon a number of factors, including a business need, the employee satisfactorily demonstrating a level of skill and competency with respect to the performance of the duties they have been directed to undertake and demonstration of a level of skill satisfactory to the company in other areas within their skills level. Progression of a Level 2.5 to Level 3.0 (inclusive) employee as per Appendix A will be evaluated after a maximum of 2 years at that level and will be automatic in the instance the employee satisfactorily demonstrates a level of skill and competency with respect to the performance of the duties required at that level. Any progression will only occur when the employee meets the criteria required to advance according to the levels as per Appendix A. Any progression of a Level 3.0 or 3.5 to a higher classification is dependent upon a position being available at the higher classification and an employee's aptitude. Any progression of a Level 4.5 to a higher classification is dependent upon the employee's aptitude to undertake and

complete an applicable external Cert IV Workplace Training and Assessing course, and business needs.

15. MANNING LEVELS

- 15.1 The manning levels for all operations will be governed by the company policies and procedures developed under applicable legislation and law; and approved and audited by the Government / Industry Regulator. Such policies and procedures are or will be developed having regard to safety and efficiency of operation.
- 15.2 Shunting operations at sidings or in yards shall be carried out in accordance with work practices consistent with Network Rules & Procedures and the SSR Safety Management System.
- 15.3 It is anticipated that the manning levels and Hours of Work subclauses 17.2 & 17.3 for line haul operations will apply to crews of Driver/Assistant Driver or Driver/Driver configurations.
- 15.4 Nothing in this clause shall override the provisions of subclause 17.2 or subclause 17.3 of this Agreement.
- 15.5 The Parties agree that Driver Only Operations will not be introduced during the life of this agreement.

16. REMUNERATION

In approaching the issues of hours of work and remuneration in this agreement, the parties to the agreement understand and give a priority to the maintaining of flexible working arrangements. In particular, the parties are guided by the principle of remuneration reflecting skills used and tasks completed, rather than the time taken to do the work, or when the work is performed. Accordingly, the Annual Wage structure detailed in this clause provides for a wage that promotes flexible deployment of employees by the company and flexible working time for employees.

16.1 *Annual Salary Principles*

16.1.1 To maximise the flexible deployment of employees that is essential to the ability of the company to meet the level of service required by customers, the annual salaries are determined in consideration of allowances (excluding the meal allowances and Barracks Detention as detailed in this Agreement) annual leave loading, public holiday loading and penalty rates.

16.1.2 In principle, an Operator can be employed for up to 988 hours in a six month cycle (working hours) without limitation as to the times at which the hours are worked, in shifts free of all penalties and allowances.

16.2 *Annual Salary Components*

The annual wages detailed in subclause 16.3 below are based on the following components, which effectively 'load' the annual wage in respect of the Award:

Base Rate - A base rate for each classification of employee at an average 38 hours per week.

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

Facility Allowance – 3% allowance as compensation for multiple sign-on locations that do not necessarily have offices and/or amenities.

Public Holiday Loading - A loading of 0.5 times base rate of 7.6 hours.

Flexibility Premium - A 25% loading of the base rate to forego weekend penalties, shift and other applicable allowances.

Tonnage Allowance - A 9% loading of the base rate for those employees working in the operations stream.

16.3

(a) The following minimum wage rates apply over the life of this Agreement.

Classification	Hourly Rate				
	Existing rates prior to first increase	New rates next full pay period after positive ballot result date (5.39% increase)	New rates next full pay period 12 months after FWC approval date (2.0% increase)	New rates next full pay period 24 months after FWC approval date (2.0% increase)	New rates next full pay period 36 months after FWC approval date (2.0% increase)
Level 1					
Annual Wage	\$39,737.36	\$41,879.20	\$42,716.79	\$43,571.12	\$44,442.55
Hourly Normal Time Rate	\$20.1100	\$21.1939	\$21.6178	\$22.0502	\$22.4912
Hourly Overtime Rate	\$34.1800	\$36.0223	\$36.7427	\$37.4776	\$38.2272
Hourly Casual Rate	\$23.4600	\$26.4875	\$27.0173	\$27.5576	\$28.1087
Hourly Casual Overtime Rate	\$34.1800	\$45.0250	\$45.9255	\$46.8440	\$47.7809
Level 2					
Annual Wage	\$49,380.24	\$52,041.83	\$53,082.67	\$54,144.33	\$55,227.21
Hourly Normal Time Rate	\$24.9900	\$26.3370	\$26.8637	\$27.4010	\$27.9490
Hourly Overtime Rate	\$36.6800	\$38.6571	\$39.4302	\$40.2188	\$41.0232
Hourly Casual Rate	\$27.9200	\$32.9250	\$33.5835	\$34.2552	\$34.9403
Hourly Casual Overtime Rate	\$36.6800	\$48.3250	\$49.2915	\$50.2773	\$51.2829
Level 2.5					
Annual Wage	\$64,378.08	\$67,848.06	\$69,205.02	\$70,589.12	\$72,000.90
Hourly Normal Time Rate	\$32.5800	\$34.3361	\$35.0228	\$35.7232	\$36.4377
Hourly Overtime Rate	\$55.3900	\$58.3755	\$59.5430	\$60.7339	\$61.9486
Hourly Casual Rate	\$36.3200	\$42.9250	\$43.7835	\$44.6592	\$45.5524

Hourly Casual Overtime Rate	\$61.7400	\$72.9750	\$74.4345	\$75.9232	\$77.4417
Level 3					
Annual Wage	\$70,404.88	\$74,199.70	\$75,683.70	\$77,197.37	\$78,741.32
Hourly Normal Time Rate	\$35.6300	\$37.5505	\$38.3015	\$39.0675	\$39.8488
Hourly Overtime Rate	\$60.5700	\$63.8347	\$65.1114	\$66.4136	\$67.7419
Hourly Casual Rate	\$39.7400	\$46.9375	\$47.8763	\$48.8338	\$49.8105
Hourly Casual Overtime Rate	\$67.5500	\$79.8000	\$81.3960	\$83.0239	\$84.6844
Level 3.5					
Annual Wage	\$79,178.32	\$83,446.03	\$85,114.95	\$86,817.25	\$88,553.60
Hourly Normal Time Rate	\$40.0700	\$42.2298	\$43.0744	\$43.9359	\$44.8146
Hourly Overtime Rate	\$68.1200	\$71.7917	\$73.2275	\$74.6921	\$76.1859
Casual Rate	\$44.7000	\$52.7875	\$53.8433	\$54.9201	\$56.0185
Hourly Casual Overtime Rate	\$76.0000	\$89.7375	\$91.5323	\$93.3629	\$95.2302
Level 4					
Annual Wage <i>(where an employee is not allocated a company car for personal use)</i>	\$98,720.96	\$104,042.02	\$106,122.86	\$108,245.32	\$110,410.22
Hourly Normal Time Rate where a company car is not allocated	\$49.9600	\$52.6528	\$53.7059	\$54.7800	\$55.8756
Hourly Normal Time Rate where a company car is allocated for personal use <i>(including SSR being responsible for all Fringe Benefits Tax obligations where applicable)</i>	\$43.8000	\$46.1608	\$47.0840	\$48.0257	\$48.9862
Hourly Overtime Rate	\$74.4400	\$78.4523	\$80.0214	\$81.6218	\$83.2542
Hourly Casual Rate	\$48.8600	\$65.8125	\$67.1288	\$68.4713	\$69.8408
Hourly Casual Overtime Rate	\$83.0500	\$98.0625	\$100.0238	\$102.0242	\$104.0647
Level 4.5					
Annual Wage <i>(where an employee is not allocated a company car for personal use)</i>	\$106,071.68	\$111,788.94	\$114,024.72	\$116,305.22	\$118,631.32

Hourly Normal Time Rate where a company car is not allocated	\$53.6800	\$56.5734	\$57.7048	\$58.8589	\$60.0361
Hourly Normal Time Rate where a company car is allocated for personal use <i>(including SSR being responsible for all Fringe Benefits Tax obligations where applicable)</i>	\$47.5200	\$50.0813	\$51.0830	\$52.1046	\$53.1467
Hourly Overtime Rate	\$80.7800	\$85.1340	\$86.8367	\$88.5735	\$90.3449
Hourly Casual Rate	\$52.9800	\$70.7125	\$72.1268	\$73.5693	\$75.0407
Hourly Casual Overtime Rate	\$90.0700	\$106.4250	\$108.5535	\$110.7246	\$112.9391
Level 5					
Annual Wage <i>(where an employee is not allocated a company car for personal use)</i>	\$113,066.72	\$119,161.02	\$121,544.24	\$123,975.12	\$126,454.62
Hourly Normal Time Rate where a company car is not allocated	\$57.2200	\$60.3042	\$61.5102	\$62.7404	\$64.00
Hourly Normal Time Rate where a company car is allocated for personal use <i>(including SSR being responsible for all Fringe Benefits Tax obligations where applicable)</i>	\$51.0600	\$53.8121	\$54.8884	\$55.9861	\$57.1059
Hourly Overtime Rate	\$86.8100	\$91.4891	\$93.3188	\$95.1852	\$97.0889
Hourly Casual Rate	\$56.9400	\$75.3875	\$76.8953	\$78.4332	\$80.0018
Hourly Casual Overtime Rate	\$96.8000	\$114.3625	\$116.6498	\$118.9827	\$121.3624

16.4 Allocation of a company car for personal use

Permanent Full-Time Level 4, Level 4.5 and Level 5 employees may choose the option of being allocated a company car, which may be used for both company and personal use. The pay rates applicable in each instance are those detailed in clause 16.3.

Once an employee chooses whether to take the option of a company car for personal use or not, this choice cannot be changed and will continue for the duration of an employee's employment with the Company.

Existing Permanent Full-Time Level 4, Level 4.5 and Level 5 employees with or without a company car for personal use will have 30 days from the date this Agreement comes into operation to change their option should they wish to do so.

16.5 *Additional Payment on Eligible Employee Acceptance of this Agreement*

Eligible employees will vote (if they choose to) via a process conducted by CiVS. In relation to those who do vote, if the majority of these employees choose in favour of accepting this Agreement in its entirety, once the positive result of the ballot is known, then in the next full fortnightly pay period the following payment will be made to current employees who were covered by the preceding Agreement on the date the positive result of the ballot becomes known:

Employees will receive a one-off payment equal to the amount they would have received if a 1.3% increase had taken affect from the first full fortnightly pay period on or after the 11th of October 2016 and if a 2% increase had taken affect from the first full fortnightly pay period on or after the 11th of October 2017 and if a 2% increase had taken affect from the first full fortnightly pay period on or after the 11th of October 2018. This one-off payment is applicable only to normal time hours worked by an employee between the full first fortnightly pay period on or after the 11th of October 2016 up until the beginning of the first full fortnightly pay period after the date the positive result of the ballot becomes known.

16.6 *First Pay Increase*

For the period from the beginning of the first full fortnightly pay period after the date the positive result of the ballot becomes known until the next increase as outlined in the table in clause 16.3, the pay rates in the Column B of this table will apply.

16.7 *Allowances & Expenses*

16.7.1 *Meal Allowances*

Where an operator is required to rest away from a Home Base (whether that is a permanent Home Base or a Temporary Home Base) that employee shall be paid \$27.92 for each 8 hour period or part thereof that the employee is working away.

During the period of the Agreement, this payment shall increase as follows:

- Meal Allowance Rate from the next pay period after the positive result of the ballot becomes known - \$28.84
- Meal Allowance Rate from the next pay period 12 months after FWC approval date - \$29.42
- Meal Allowance Rate from the next pay period 24 months after FWC approval date - \$30.00
- Meal Allowance Rate from the next pay period 36 months after FWC approval date - \$30.60

16.7.2 *Car Allowances*

Employees who use their personal vehicle to report to an assignment location that is any further distance by road from their home to their Home Base will be reimbursed for actual kilometres used via the shortest route. The reimbursement rate will be as issued by the Australian Taxation Office.

16.7.3 Barracks Detention (Resting away from Home Base)

When an employee is not on Temporary Transfer and is resting away from Home Base, after a continuous 12 hours at rest, Barracks Detention is payable at the Hourly Normal Time Rate until the commencement of the next shift. Such payment will be stand-alone from working hours. Where an employee is a Level 4, 4.5 or 5, this base hourly rate will be the rate that includes a company car, irrespective of whether the employee is allocated a company car or not.

16.7.4 Reasonable Expenses

The company will reimburse employees for all authorised expenses incurred on behalf the company. Until advised to the contrary, in emergency circumstances expenses may be incurred without the prior authorisation of the company. The company shall reimburse expenses so incurred.

17. HOURS OF WORK

17.1 Principles

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

17.2 Ordinary Hours of Work

While every opportunity will be taken to accommodate an individual employee's requirements, this clause focuses on ensuring maximum efficient deployment of personnel. For the purposes of this Agreement, and in consideration of the need for flexible deployment of employees and the components of the annualised wages, the ordinary hours of work for employees covered by this agreement are deemed to be those hours for which employees are required to work, subject to the following qualifications:

17.2.1 Ordinary hours are to be determined on the basis of 988 hours per 13 fortnight cycle. Any hours worked (with the exception of the stand-alone payments outlined in subclause 16.7.3 and subclause 17.4.2) will contribute to an employee's Hours Bank. Any paid Annual Leave taken or paid Personal Leave taken will also contribute to an employee's Hours Bank. The Company will review the 988 hours / 13 fortnight cycle system at the end of each 26 week period to evaluate if the 13 fortnight period can be reduced without negative commercial impact.

17.2.2 In the case of an operator who commences employment during the 13 fortnight cycle, the number of ordinary hours to be worked during the balance of that period shall be determined pro-rata on the basis of a 988 hour cycle.

17.2.3 The maximum length of rostered time performing rail safety work shall be 12 hours for operators where the lowest ranking crew member in the pair is at least a Level 3.5, and 11 hours where the lowest ranking crew member in the pair is a Level 3 or lower.

17.2.4 Employees shall have a minimum engagement of 6 hours.

- 17.2.5 Train crew when rostered to perform barracks/rest working may be rostered return home passenger by first available means (except self-drive and locomotive cab) without the need to have the required minimum 8 hours off at the rest location. Such shift is to be a maximum of sixteen (16) hours in duration from sign-on to sign-off at their Home Base. During the extension to 16 hours the train crew are not permitted to undertake any rail safety work, nor drive a motor vehicle. The 16 hour shift is to be made up of the maximum shift limit for the respective crew configuration as prescribed for in the Agreement, with the remaining being the passenger portion. The working portion is only to be as prescribed in subclause 17.2.3.

17.3 *Interval between Shifts*

- 17.3.1 The minimum rest period from sign-off at Home Base to sign-on at Home Base is 12 hours. Operators may elect to have 11 hours duty free following consultation and agreement with management prior to accepting their rostered job.

The minimum rest period from sign-off at other than Home Base to sign-on at other than Home Base is 8 hours. Operators may elect to have 7 hours duty free following consultation and agreement with management prior to accepting their rostered job.

- 17.3.2 In the circumstances where the previous shift duration exceeds 12 hours, the 12-hour minimum rest break at Home Base and the 8-hour rest break while working away from Home Base may be increased proportionally by mutual agreement.

17.4 *Duty Free Days*

- 17.4.1 Operators will be allocated 52 x Duty Free Days in each 13 fortnight period. In any one fortnight there will be the automatic allocation of 3 x Duty Free Days of which two (2) will be consecutive. The company will allocate another 13 x Adhoc Duty Free Days to an Operator during each 13 fortnight period. These additional 13 x Adhoc Duty Free Days may be allocated to suit business needs, and they may correspond with lower business activity periods. The company will provide at least 72 hours' notice with its allocation of Adhoc Duty Free Days. Where an Operator requests a particular day and date to be allocated one of these Adhoc Duty Free Days, approval will be dependent upon Company operational and manning requirements. Unused book off days will not be rolled over into the next duty cycle. The Company will ensure that all book off days are used, and will allow all employees to take remaining book off days before the end of the cycle.

- 17.4.2 There is no obligation for an Operator to work during a Duty Free period. Where an Operator does commence work during a Duty Free period, payment for this shift will be stand-alone at the Hourly Overtime Rate. When an Operator commences a Duty Free period, they are obligated to inform Live Run as soon as practicable as to their actual sign-off time in relation to the shift just worked, so that the company can determine the actual time and day when the Duty Free period will end.

- 17.4.3 *Single Green Days*

If an Operator is rostered for a Single Green Day off, the employee cannot be rostered past midnight in the evening before the Green Day. If the Operator needs to work past midnight in practice, it is by mutual

agreement and any hours worked past midnight are to be paid as stand-alone overtime.

The Operator cannot be brought back to work until 30 hours after sign-off time or until after 0559hrs on the day after the Green Day, whichever is later.

If the Company requests that an Operator works on their Green Day (in this instance defined as a shift starting before 0600hrs on the day back after their Green Day or before 30 duty free hours have elapsed), working this shift is at the employee's sole discretion and the entire shift worked would be paid as stand-alone overtime.

17.4.4 *Two Green Days*

If an Operator is rostered for Two Green Days off, the employee cannot be rostered past midnight in the evening before the first Green Day. If the Operator needs to work past midnight in practice, it is by mutual agreement and any hours worked past midnight are to be paid as stand-alone overtime.

The Operator cannot be brought back to work until 54 hours after sign-off time or until after 0359hrs on the day after the last Green Day, whichever is later. Any hours worked between 0400hrs and 0559hrs after the last Green Day will be paid as stand-alone overtime.

If an Operator is required to work between 0400hrs and 0559hrs after the last Green Day, the Company will notify the Operator of this requirement no later than 1800hrs on the day prior to the first Green Day.

If the Company requests that an Operator works on a Green Day (in this instance defined as a shift starting before 0400hrs on the first day back after the last Green Day or before 54 duty free hours have elapsed), working this shift is at the employee's sole discretion and the entire shift worked would be paid as stand-alone overtime.

17.4.5 *Three Green Days*

If an Operator is rostered for Three Green Days off, the employee cannot be rostered past midnight in the evening before the first Green Day. If the Operator needs to work past midnight in practice, it is by mutual agreement and any hours worked past midnight are to be paid as stand-alone overtime.

The Operator cannot be brought back to work until 72 hours after sign-off time or until after 0359hrs on the day after the last Green Day, whichever is later. Any hours worked between 0400hrs and 0559hrs after the last Green Day will be paid as stand-alone overtime.

If an Operator is required to work between 0400hrs and 0559hrs after the last Green Day, the Company will notify the Operator of this requirement no later than 1800hrs on the day prior to the first Green Day.

If the Company requests that an Operator works on a Green Day (in this instance defined as a shift starting before 0400hrs on the first day back after the last Green Day or before 72 duty free hours have elapsed), working this shift is at the employee's sole discretion and the entire shift worked would be paid as stand-alone overtime.

17.4.6 *More than Three Green Days*

If an Operator is rostered for more than Three Green Days off, then clause 17.4.5 applies, except the 72 hour period referred to increases by 24 hours for each additional Green Day off. ie. 96 hours off for 4 x Green Days Off, 120 hours off for 5 x Green Days Off, etc.

17.4.7 Operators will only be required to work a maximum of three weekends in succession and will be entitled to one weekend (Saturday & Sunday) in four as Duty Free Days.

17.4.8 If an Operator requests to **change** a Duty Free Day or requests to have a specific day as a Duty Free Day and if the granting of such a request requires the company to arrange for another Operator to work on their Duty Free Day, the Operator requesting the change will need to work one of their Duty Free Days in the following 6 week period whereby the hours will contribute to the normal 988 bank of hours (the 'Hours Bank') rather than be paid stand-alone at the overtime rate.

17.4.9 Once an Operator has been allocated their Duty Free Days on a roster, the company cannot take them away or reassign them unless mutually agreed between the Company and the Operator. The company can allocate any additional Adhoc Duty Free Days in a fortnight in the course of day-to-day roster updates. The company will provide at least 72 hours' notice with its allocation of Adhoc Duty Free Days.

17.4.10 If an Operator requests an **additional** Duty Free Day in a fortnight beyond the three Duty Free Days which have automatically been allocated, the following shall apply:

- Approval for an additional Duty Free Day will be subject to business needs
- The company, at the discretion of the senior management team, may allocate one of the thirteen Adhoc Duty Free Days as the day off
- If an employee makes an application for an additional duty free day and provides at minimum 4 weeks notice, the Company must approve that application
- If an employee has already been allocated or received their 13 Adhoc Duty Free Days in a 13 fortnight period, a single Annual Leave day or Long Service Leave day (if they are eligible) may have to be taken, or otherwise Leave Without Pay if there is insufficient Annual Leave available in the Annual Leave Hours Bank
- If the granting of the additional Duty Free Day (even if required to be taken as annual leave) will require another Operator to work on one of their Duty Free Days to cover a shift, then the Operator requesting the additional Duty Free Day will need to work on one of their other allocated Duty Free Days in the following 6 week period, and the work performed on this other allocated Duty Free Day will contribute towards the normal 988 bank of hours (the 'Hours Bank') rather than be paid stand-alone at the overtime rate.

17.5 *Mandatory Rest Days*

Operators will be rostered in such a manner that they do not work more than 12 shifts every rolling 14-day period, consistent with applicable rail safety legislation.

17.6 *Lift Up and Lay Back*

Where the Company provides a minimum of 2 hours' notice, Operators can be expected to lift up a maximum of 2 hours and be laid back a maximum of 4 hours for rostered shifts. Operators may by mutual agreement lift up or lay back in excess of these hours providing SSR's Fatigue Management Program contents are observed. In emergency situations (such as where there has been a fatality or major network incident or equipment failure), the 2 hours' notice can be waived by mutual agreement.

In relation to clause 17.4.3, an Operator cannot be lifted up to commence work before 0600hrs on the day after the Green Day, and cannot be lifted up to commence work before 30 duty free hours have elapsed.

In relation to clause 17.4.4, an Operator cannot be lifted up to commence work before 0400hrs on the day after the last Green Day, and cannot be lifted up to commence work before 54 duty free hours have elapsed.

In relation to clause 17.4.5, an Operator cannot be lifted up to commence work before 0400hrs on the day after the last Green Day, and cannot be lifted up to commence work before 72 duty free hours have elapsed.

In relation to clause 17.4.6, an Operator cannot be lifted up to commence work before 0400hrs on the day after the Green Day, and cannot be lifted up to commence work before the number of duty free hours referred to in clause 17.4.6 have elapsed.

17.7 *Meal Break*

17.7.1 During the course of any one shift, operators will be entitled to a 30-minute crib break, which shall count as time worked.

17.7.2 All crib breaks shall be taken at such times that will not interfere with the efficient running of trains.

17.7.3 On linehaul work where manning level allows, meals will be consumed en route by rotation of Operators who are qualified to drive.

17.8 *Overtime Casual Operators*

In relation to casual Operators, payment at the casual overtime rate will be made for any hours worked in excess of 76 in a fortnightly pay cycle, and for any hours worked in excess of 12 in any given shift.

17.9 *Overtime Permanent Operators*

Where business needs dictate, an Operator is required to work reasonable overtime.

Where an Operator has worked more than 988 hours in a designated 13 fortnight cycle, any hours in excess of 988 in an employee's Hours Bank will be paid out stand-alone at the overtime rates outlined in subclause 16.3.

17.10 *Payout of Hours Bank, Annual Leave and Long Service Leave on Separation*

Where an employee leaves the company for whatever reason mid 13-fortnight cycle, any unpaid hours less than or equal to 988 in the Hours Bank on the date of separation will be paid out at the normal time rate. Any hours greater than 988 in the Hours Bank on the date of separation will be paid out at the overtime rate

outlined in subclause 16.3. At the date of separation, any annual leave or long service leave accrued will be paid out at the normal time rate.

Worked examples:

Example 1 - An employee leaves 12 weeks into the 13-fortnight cycle and has 552 hours in the Hours Bank

This employee has 552 hours in the Hours Bank and has been paid for 456 hours (6 x 76 hours) to date. The difference (552 minus 456 = 96) will be paid out at the normal time rate. All accrued annual leave and long service leave at the date of separation will be paid out at the normal time rate.

Example 2 - An employee leaves 22 weeks into the 13-fortnight cycle and has 1032 hours in the Hours Bank

This employee has 1032 hours in the Hours Bank and has been paid for 836 hours (11 x 76 hours) to date. In this case (988 minus 836 = 152) will be paid out at the normal time rate, and (1032 minus 988 = 44) will be paid out at the overtime rate outlined in subclause 16.3. All accrued annual leave and long service leave at the date of separation will be paid out at the normal time rate.

18. DISPUTE SETTLEMENT PROCEDURE

- 18.1 In the event of a dispute arising between the company and an employee(s) under the provisions of this Agreement and or the National Employment Standards, the dispute shall first to be jointly considered by the appropriate SSR Manager and by the employee(s) concerned.
- 18.2 If the dispute thereafter remains unresolved the matter shall be discussed between an SSR Director and the employee(s) and/or a representative of the Union, both of whom shall take all reasonable steps to settle the dispute within seven days.
- 18.3 If the dispute remains unresolved after the procedures specified in the previous clauses have been concluded, the matter shall be referred to Fair Work Commission (FWC) for resolution. FWC shall have all the procedural powers it considers necessary or appropriate for the resolution of the dispute (including the power to arbitrate) where the parties agree to vest FWC with such powers on a case-by-case basis.
- 18.4 While the procedures herein are being followed all work shall continue normally as prior to the dispute, other than in a situation where a genuine and serious safety concern exists that makes it unsafe to continue normal operations and this is the issue in dispute. The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.
- 18.5 The parties to this agreement acknowledge and agree to be bound by the provisions relating to the lawful taking of industrial action, as described in The Fair Work Act or other relevant acts and or legislation as varied from time to time.

19. CONSULTATION

- 19.1** This term applies if the Company:

- (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.

Major change

19.2 For a major change referred to in paragraph (19.1)(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (19.3) to (19.9) apply.

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

19.4 If:

- (a) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

19.5 As soon as practicable after making its decision, the Company 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.

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

19.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

19.8 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 (19.2)(a) and subclauses (19.3) and (19.5) are taken not to apply.

- 19.9 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 Company'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
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 19.10 *Change to regular roster or ordinary hours of work*
- For a change referred to in paragraph (19.1)(b):
- (a) the Company must notify the relevant employees of the proposed change; and
 - (b) subclauses (19.11) to (19.15) apply.
- 19.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 19.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 19.13 As soon as practicable after proposing to introduce the change, the Company 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 the employer reasonably believes will be the effects of the 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).
- 19.14 However, the Company is not required to disclose confidential or commercially

sensitive information to the relevant employees.

19.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

19.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (19.1).

19.17 *Consultative Committee*

The Consultative Committee will incorporate at least one SSR Director, one manager and two employees.

The Consultative Committee is designed to provide a forum for the exchange of information, consultation and/or negotiation between the parties relating to the company's overall business performance and the operation of teams. The committee will also consider and provide advice on the corporate and business plans, including the following matters:

- implementation of this Enterprise Agreement
- objectives, plans and procedures of the company
- occupational health and safety and matters concerning the work environment
- equal employment opportunity
- work organisation
- skill formation and training matters
- staffing policies and practices, including human resources planning, financial planning and staff development
- introduction of new technology
- accommodation and amenities

The committee will meet as deemed necessary by the Company.

20. FLEXIBILITY ARRANGEMENTS

An employer and individual employee covered by this enterprise agreement may agree to vary the application of certain terms of this Agreement, provided that the flexibility arrangement:

20.1 Is genuinely agreed to by the Company and the individual employee without coercion or duress and does not disadvantage the individual employee or Company, and the employee's terms and conditions of employment overall is better off as a result of the flexibility arrangement.

20.2 The terms of this Agreement that may be varied by a flexibility arrangement include:

- Arrangements for when work is performed
- Overtime rates
- Penalty rates

20.3 The Company must ensure that the terms of the arrangement:

- are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- are not unlawful terms under section 194 of the *Fair Work Act 2009*.

20.4 For the flexibility arrangement to come into operation, it must:

20.4.1 Be provided with 14 days' notice to the employee concerned in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian.

20.4.2 State each term of this Agreement that the company and the individual employee have agreed to vary.

20.4.3 Detail how the application of each term has been varied by the flexibility arrangement between the Company and the individual employee.

20.4.4 Detail how under the arrangement the employee is better off overall compared with the circumstance where there was no individual flexibility agreement in place.

20.4.5 The Company and employee may terminate the arrangement by either giving no more than 28 days' written notice to the other party to the arrangement or if the Company and employee agree in writing – at any time.

20.4.6 State the date the flexibility arrangement commences.

21. OCCUPATIONAL HEALTH AND SAFETY

21.1 Principles

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

21.2 Safety Equipment

Safety equipment as provided by the company will be utilised as directed and in accordance with the manufacturers' instructions.

21.3 Safety Instructions

Safety instructions and standards shall be clearly detailed by the company to all employees. Where safety instructions or standards require employees to receive training this training shall be provided for by the company, at the company's expense. Safety instructions and standards shall be followed and met by all employees. Failure to acknowledge and adhere to safety instructions may be grounds for dismissal. Neglect of safety instructions that may or do lead to injury to persons or may or do compromise rail safety may be grounds for instant dismissal.

21.4 Employee's Duty

Notwithstanding the company's responsibility, the employee has a duty:

21.4.1 To protect his/her own health and safety at work.

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

22. ALCOHOL AND DRUGS

Control of Drug & Alcohol issues in the workplace are covered by SSR's Drug & Alcohol Policy, and SSR's Drug & Alcohol Program, as amended and updated from time-to-time. This policy and program include the prospect of instant dismissal in certain circumstances as outlined in the respective documents. Part of SSR's Drug & Alcohol Policy includes disseminating the contents of the SSR Drug & Alcohol Program to all employees.

23. FIRST AID FACILITIES

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

24. MEDICAL EXAMINATIONS

24.1 Pre-employment medical examinations will be conducted as part of the selection process to ensure that prospective employees are fit in the context of the medical requirements for a position. In accordance with railway safety legislation and regulations, on-going medical assessments will be conducted at regular intervals during employment. The company nominated doctor shall perform the examination. Costs of examination(s) / tests will be borne by the company and the results made available to the employee.

24.2 The medical examination will be undertaken in company time with the normal procedure being at the commencement of a shift (*normal shift limits to apply*) subject to the availability of the doctor.

24.3 The parties to this agreement understand the need for certain medical fitness standards (details of which the company shall provide to all employees) to be achieved and maintained by employees. In the event that an employee cannot maintain the required medical standards for adequate performance of his/her duties, the employee and the company shall hold discussions regarding the capacity of the employee to continue in his/her employment. Physical incapacity to perform duties may be a reason for termination of employment, subject to the employee rights under workers' compensation legislation.

25. TRAUMA ASSOCIATED WITH SERIOUS ACCIDENTS OR INCIDENTS

25.1 This clause refers to circumstances where a crew covered by this agreement is operating a train that is involved in a serious accident or incident that results in a serious injury or fatality to another party or parties.

25.2 In the circumstances referred to in subclause 25.1, the company shall ensure that the train crew is replaced as soon as practicable by a suitably qualified crew and that the train crew being relieved is provided with transport to their home.

25.3 If the incident involves a fatality, employees will be provided with up to two days paid Trauma Leave. In such circumstances, attendance at a counselling session provided by a suitably qualified practitioner is also mandatory.

25.4 The company may also provide an employee assistance program to its employees.

26. PROTECTIVE CLOTHING & EQUIPMENT

- 26.1 The company will provide employees in operational roles with uniforms and where required specific protective clothing or equipment.
- 26.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty, including whilst performing the duties of a crew car driver.
- 26.3 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the company. Worn or defective items of uniform, protective clothing or equipment must be reported to the company.
- 26.4 The company will replace uniforms, protective clothing and equipment on a “fair wear and tear basis”, or in accordance with Occupational Health and Safety Legislation or guidelines.
- 26.5 Lace up steel capped boots must be worn at all times, including whilst performing the duties of crew car driver.

27. FATIGUE MANAGEMENT

The train operations business and support functions are conducted on a 24 hour per day 7 days per week basis. Accordingly, employees are required to perform their work in shifts which may have irregular starting times and varying lengths. The parties acknowledge that as a result of these operational requirements the employees engaged in train operations are more likely to be exposed to the effects of work related fatigue compared to day shift workers.

With appropriate employee consultation, SSR has devised a Fatigue Management Program as required as part of its rail safety accreditation. This Fatigue Management Program addresses the numerous factors which impact on fatigue; and includes measures to mitigate and manage risks associated with fatigue.

All SSR Rail Safety Workers are required to fill in their Rail Safety Worker Log Book, including performing the Shift Pre-Start Fatigue Risk Assessment, and details of the rail safety work performed during the shift. Failure to fill in this log book and to conduct the Shift Pre-Start Fatigue Risk Assessment will be considered serious misconduct.

28. ANNUAL LEAVE

All annual leave provided for in this agreement shall contribute to the employee's bank of hours worked. This clause will be applied consistent with Section 87(2) of the Fair Work Act 2009.

- 28.1 Annual leave shall accrue to full time permanent employees at a rate of 7.3077 hours per fortnight into their Annual Leave Bank (equivalent to 5 weeks of annual leave accruing each year). Employees engaged on a fixed term or temporary basis (but not a casual basis) shall be entitled to accrue annual leave on the same basis provided they are engaged for at least one month in any one year.
- 28.2 The taking of annual leave shall be subject to the following:
 - 28.2.1 Except where there is the casual taking of single annual leave days as described in clause 28.2.2, all annual leave shall be taken in accordance with the holiday roster. The holiday roster will be created and maintained by the *EGM Operations* (or delegate). It is devised with consideration to dates requested by individual employees, peak work

periods, the number of other employees in a depot requesting similar dates off, and fair distribution of peak date requests such as school holiday periods. Generally, holiday requests will be allocated on a 'first in, first allocated basis', but repeated instances where a particular employee has frequently had certain prime dates (ie. Christmas or Easter periods); in the interests of fairness these may be allocated to others on a case-by-case basis. In relation to clause 28.2.6, where an employee has not requested specific holiday dates, the *EGM Operations* may allocate dates that fit within operational needs. Holidays may be swapped with other employees.

- 28.2.2 The casual taking of single annual leave days is permitted by mutual consent.
- 28.2.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.
- 28.2.4 On termination of employment, any unused annual leave shall be paid to the employee.
- 28.2.5 A leave loading of 20% has been built into the wage rates and therefore no further loading is to apply to any annual leave taken.
- 28.2.6 The company may require employees to take more than 5 weeks' annual leave in a year where it deems that an employee has an excessive number of hours in their Annual Leave Bank. Generally, an Annual Leave Bank containing more than 300 hours will be deemed to contain an excessive number of hours.
- 28.2.7 Each week of annual leave taken will constitute 5 days at 7.6 hours each being deducted from an employee's Annual Leave Bank, and 5 days at 7.6 hours each being credited to an employee's Hours Bank.
- 28.2.8 Except where there is the casual taking of single annual leave days as per clause 28.2.2, on commencement of annual leave an employee's last rostered shift prior to commencing annual leave must be completed by 2000 hours.
- 28.2.9 On return off annual leave the employees first rostered shift must not commence prior to 0600 hours.

29. JURY SERVICE

An employee required for jury service during his or her ordinary working hours shall be permitted to attend jury service, and their hours bank will be credited with 7.6 hours for each jury service day attended. Payments for court attendance shall be paid directly to the company. An employee shall notify the company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the company proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.

30. PERSONAL LEAVE

All paid Personal Leave provided for in this agreement shall contribute to the employee's Hours Bank.

- 30.1. Personal Leave shall accrue to full time permanent employees at a rate of 2.9230 hours per fortnight into their Personal Leave Bank (equivalent to 10 days of Personal Leave accruing each year).
- 30.2. Personal Leave in this clause incorporates personal leave, carers leave, compassionate leave and sick leave as referenced in the National Employment Standards.
- 30.3. Paid Personal Leave can be taken for the following purposes:
- when the employee is sick or injured or when the employee needs to care for an immediate family or household member who's sick, injured or has an unexpected emergency.
 - when an immediate family or household member gets an injury or illness that threatens their life, or passes away.
 - when an employee has been the victim of Domestic Violence
- 30.4. In relation to subclause 30.3, an immediate family or household member is defined as an employee's spouse, de-facto partner, child, parent, grandparent, grandchild or sibling; or alternatively the child, parent, grandparent, grandchild or sibling of the employee's spouse or de-facto partner.
- 30.5. Where an employee is sick or injured and paid Personal Leave is being claimed, the company may request that a Medical Certificate be provided:
- if the absence exceeds 2 working days, or
 - if the absence precedes or follows a Duty Free Day or Public Holiday.
- If an SSR Manager believes there is a trend to an employee's absences or if there is other information that implies doubt to an absence, SSR can request a Medical Certificate on any occasion and/or on an ongoing basis.
- In the event of Carers Leave a periodic certificate may be requested.
- 30.6. Each day of Personal Leave taken will constitute 7.6 hours being deducted from an employee's Personal Leave Bank, and 7.6 hours for each day being credited to an employee's Hours Bank.
- 30.7. Where an employee is absent on Personal Leave (paid or unpaid) for an extended period and/or the Company has a good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position, the Company (at its cost) may direct the employee to undertake a medical examination by a duly qualified medical practitioner to determine the employee's fitness for work and whether the employee should be terminated on medical grounds. The relevant rail safety worker medical standards as determined by the regulating body will be applied.
- 30.8. Unpaid Personal Leave may be available in such circumstances as defined and outlined in the National Employment Standards.

31. LONG SERVICE LEAVE

The terms of the relevant State Long Service Leave Act shall apply.

32. PARENTAL LEAVE

Unpaid parental leave may be available in such circumstances as defined and outlined in the National Employment Standards.

33. PUBLIC HOLIDAYS

33.1 *Prescribed Public Holidays*

An employee shall be entitled to a holiday without loss of pay on days gazetted or published as public holidays under applicable State Government legislation.

On each of these days, 7.6 hours will be credited to each employee's Hours Bank (except as outlined in subclause 33.2).

33.2 *Work on a Public Holiday*

33.2.1 Where an employee works on a public holiday, that employee will have the actual hours worked on that day credited to their Hours Bank, and they will receive 7.6 hours credited to their Time-In-Lieu Bank.

33.2.2 The employee may take a day off at a mutually agreed time and claim hours that have been accrued in the Time-In-Lieu Bank. For each day taken under such an arrangement, 7.6 hours will be being deducted from an employee's Time-In-Lieu Bank, and 7.6 hours will be credited to an employee's Hours Bank.

33.2.3 The employee may elect to receive a one-off annual payment at the Hourly Normal Time Rate for hours accumulated in the Time-In-Lieu Bank.

34. OTHER PROVISIONS

34.1 *Redundancy*

34.1.1 The Company will conduct discussions with the Consultative Committee and the RTBU as soon as is practicable after the company has become reasonably aware of the possibility of redundancies occurring. Discussions will focus on reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

34.1.2 For the purpose of the discussion the company shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the possible terminations of employment including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out (provided that the company shall not be required to disclose confidential or sensitive information, the disclosure of which would be contrary to the company's commercial interests).

34.2 *Severance Pay*

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

34.2.1 Except for the first, second and third completed years with the Company, for each completed year with the company thereafter – two weeks' pay for each year of service up to a maximum of 16 weeks. For the avoidance of doubt, the employee will be entitled to 4 weeks' pay after the first completed year of employment with the Company, 6 weeks' pay after the second completed year of employment with the Company and 7 weeks' pay after the third completed

year of employment with the Company. This is consistent with the entitlements contained in the National Employment Standards. The employee will then be entitled to two weeks' pay for each completed year of employment with the Company up to a maximum of 16 weeks.

34.2.2 In lieu of notice where the employee being made redundant is less than 45 years of age – four weeks' pay.

34.2.3 In lieu of notice where the employee being made redundant is 45 years of age or more – five weeks' pay.

For the purposes of this subclause, "weeks' pay" means the Hourly Normal Time Rate for the employee multiplied by 38.

34.3 *Alternative Employment and Variance of Severance Pay*

The parties, in a particular redundancy case, may make application to Fair Work Commission to have the general severance pay prescription varied. If the company obtains acceptable alternative employment for an employee, the company, in a particular circumstance, may apply to the Fair Work Commission to have the severance pay prescription varied on that basis.

34.3.1 *Time off during notice period*

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

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

34.4 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in subclause 34.1 hereof, the company shall notify the nearest Centrelink office as soon as possible giving relevant information including the number and type of employees likely to be affected and the period over which the terminations are likely to occur.

34.5 *Transmission of Business*

Where the business is before or after the date of this Agreement transmitted from the company (in this subclause called "the Transmittor") to another company (in this subclause called "the Transmtee") and an employee who, at the time of such transmission, was an employee of the Transmittor in that business becomes an employee of the Transmtee, then the continuity of the employment of the employees shall be deemed not to have been broken by reason of such transmission. In addition, the period of employment which the employee has had with the Transmittor shall be deemed to be service of the employee with the transmtee.

34.6 *Employees Exempted*

This clause 34 shall not apply where employment is less than one year's service, is terminated as a result of conduct justifying dismissal, or in the case of casual employees, apprentices or employees engaged for a specific task or tasks, or term. It does not apply to employees retiring.

34.7 Transfer

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

35. STAND DOWN PROVISIONS

35.1 Stand Down without Pay

The Employer may stand down employees without pay for any time during which they cannot be usefully employed because of one of the following:

- 35.1.1 Industrial action (other than industrial action organised or engaged by the employer).
- 35.1.2 A breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown.
- 35.1.3 A stoppage of work for any cause for which the employer cannot reasonably be held responsible.

An employee may elect to use Annual Leave as an alternate to being stood down.

35.2 Written Notice

The employee(s) and the RTBU must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided as soon as reasonably practicable after the details of the Stand Down are known.

35.3 Alternative Work during Stand Down

The Employer will actively pursue alternative work to be done including but not limited to training and/or maintenance before proceeding with the Stand Down provision.

35.4 Continuity of Employment

Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having Continuity of Service.

35.5 Resignation during Stand Down

Any employee stood down in accordance with this clause may at any time during the stand down terminate their employment with normal periods of notice, and shall be entitled to receive, as soon as possible, any payments to which they are entitled to up to the time of the termination once it has been determined that no monies are owed by the employee to the employer.

35.6 Work with another Employer during Stand Down

Any employee who is stood down in accordance with this clause shall be at liberty to take other employment during the stand down period. In doing so, a period of notice may be required with the interim employer. When advised by the employer that they are required to report for duty, and where a period of notice applies, the employee must:

- 35.6.1 Provide details of the period of notice to the employer including details of the hours worked for the last two (2) weeks; and
- 35.6.2 Inform the employer when they will be available to re-commence work with the employer.

The Employer will take into consideration the duration of the notice period whenever possible. However, the Employee must also make every effort to return to work with the Employer to meet operational requirements. Any period between the end of the stand down period and the employee's attendance at work will be treated as unpaid leave.

36. PAYMENT OF WAGES

- 36.1 The company shall make payment based on 76 hours at the Hourly Normal Time Rate every 14 days. Each pay cycle will be based on a fortnight commencing on a Sunday and concluding Saturday week. The employee must enter details of all hours worked into the on-line timesheet system within 24 hours of the completion of a shift. Full-time employees must make an appropriate entry into the on-line timesheet system for every day of each fortnight.
- 36.2 Payment may be made via electronic funds transfer to a bank account nominated by the individual employee concerned, or by any other method as agreed to by the parties. Payment is to be available to the employee no later than the Friday following the end of the pay fortnight.
- 36.3 Payment for any overtime accrued as provided for in subclauses 17.8 & 17.9 of this agreement shall be made at the Overtime Hourly Rates detailed in subclause 16.3.
- 36.4 Any barracks detention and stand-alone payments for working on a Duty Free Day in accordance with subclause 17.4 will be made as part of the fortnightly pay. Any hours in an employee's Hours Bank in excess of 988 in a 13 fortnight cycle will be paid out at the end of the cycle.
- 36.5 The 13 fortnight cycle / 988 Hours Bank system for full-time permanent employees will be reviewed by the Company annually each October to determine whether a shorter cycle than 13 fortnights could be implemented without any financial detriment to the Company. In assessing this aspect, the Company will take the following factors into account:
- in the previous two 13 fortnight cycle periods, any hours paid to train crew members where these hours were not actually worked ('dead time')
 - Negative Hours Bank totals by train crew member at the end of each fortnight cumulatively throughout the two previous 13 fortnight cycles
 - Any take-or-pay contractual payments from the Company's customers for labour; and if they exist, the frequency for reconciling train crew hours under such arrangements
 - Any other relevant factor

36.6 *Leave Without Pay*

In the event that a full time permanent employee takes or is given Leave Without Pay for whatever reason, that period of leave will be subtracted from the employee's fortnightly pay and the employee's guaranteed hours for the 13-fortnight period will also be reduced accordingly. ie. for each day of Leave Without Pay, 7.6 hours will be deducted from the fortnightly payment, and the 988 Hours Bank guaranteed by the Company for full time permanent employees will also be reduced by 7.6 hours for each day of Leave Without Pay (up to a maximum of 38 hours per week). The reduced hours bank will also apply in relation to the calculation of overtime.

Worked example:

In the first fortnight of a 13-fortnight period, an employee has two days Leave Without Pay.

In that first fortnight, the employee will only be paid for 76 minus (2 x 7.6 hours Leave Without Pay) = 60.8 hours.

The employee will now only be guaranteed 988 minus (2 x 7.6 hours) = 972.8 hours for the 13-fortnight cycle.

36.7 *Suspended Without Pay*

In the event that a full time permanent employee is Suspended Without Pay, for each day of such suspension 7.6 hours will be subtracted from the employee's fortnightly pay and the employee's guaranteed hours for the 13-fortnight period will also be reduced accordingly. ie. for each day of Suspended Without Pay, 7.6 hours will be deducted from the fortnightly payment, and the 988 Hours Bank guaranteed by the Company for full time permanent employees will also be reduced by 7.6 hours for each day of Suspended Without Pay (up to a maximum of 38 hours per week). The reduced hours bank will also apply in relation to the calculation of overtime.

Worked example:

In the first fortnight of a 13-fortnight period, an employee has two days Suspended Without Pay.

In that first fortnight, the employee will only be paid for 76 minus (2 x 7.6 hours Suspended Without Pay) = 60.8 hours.

The employee will now only be guaranteed 988 minus (2 x 7.6 hours) = 972.8 hours for the 13-fortnight cycle.

37. SUPERANNUATION

- 37.1 On commencement, an employee shall nominate an approved superannuation fund that they wish their Superannuation Guarantee Levy payments to be made to.
- 37.2 Such contribution shall not be less than the Superannuation Guarantee Levy applicable at the time.
- 37.3 Such contributions shall be based on the Hourly Ordinary Time earnings component.
- 37.4 Subject to the provisions of any overriding superannuation legislation and any amendments from time to time, the "approved superannuation fund" shall be a fund nominated by the employee concerned, or if no such nomination is made entitlements will be paid into Australian Super on behalf of the employee.

38. WORK LOCATION

- 38.1 A Home Base is a geographical area where crews sign-on and sign-off on a regular basis.
- 38.2 The company reserves the right to establish Home Bases at any area to suit business requirements. The Home Base sign-on / sign-off point will be where the employee reports to sign-on / sign-off in order to commence and complete a shift. The company

will consult with the parties to this Agreement prior to the establishment of any additional Home Base. Train crews will be appointed to a Home Base upon commencement of employment.

38.3 For the purposes of this clause the Home Base for employees employed by the company at the time of certification of this agreement shall be that depot, terminal or office where they generally commence and finish work.

38.4 Sign-on / sign-off points considered to be Home Bases:

- Sydney (encompassing the sign-on / sign-off locations of Chullora, Hornsby, Penrith, Clyde, Botany, Rhodes, Cooks River and Enfield)
- Illawarra (encompassing the sign-on / sign-off locations of Waterfall, Bomaderry, Illawarra Bulk Terminal)
- Central Tablelands (encompassing the sign-on / sign-off locations of Clarence, Lithgow, Lidsdale, Kelso, and Bathurst)
- Newcastle (encompassing the sign-on / sign-off locations of Newstan, Broadmeadow, Carrington, Kooragang, Maitland and Cardiff EDI)
- Muswellbrook
- Southern Highlands (encompassing the sign-on / sign-off locations of Moss Vale, Picton/Maldon and Goulburn)
- Central West (encompassing the sign-on / sign-off locations of Parkes, Manildra, Narromine, Dubbo and Orange)
- North West Plains (encompassing the sign-on / sign-off locations of Werris, Creek, Quirindi, and Gunnedah)
- Riverina (encompassing the sign-on / sign-off locations of Cootamundra, Junee, Temora, The Rock and Albury)
- Melbourne (encompassing the sign-on / sign-off locations of Port of Melbourne, Dynon and Somerton)
- North Central Victoria (encompassing the sign-on / sign-off locations of Bendigo, Dunolly and Maryborough)

These locations may be varied during the life of this Agreement and the company may establish Home Bases in other states and territories as required.

38.4.1 Where an employee finishes work at a location that is different to the sign-on point, the company will provide transport back to the sign-on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift limit.

38.4.2 It is an employee's responsibility to convey themselves to their designated sign-on point.

38.4.3 Once the employee has signed on duty it is the responsibility of the employer to get the employee to the relief points.

38.4.4 Roster officers will apply their best endeavors to minimise the impact of employees' entitlement to intervals between shifts where excess traveling time is a factor.

38.4.5 Where the distance by road from an employee's home to their Home Base is greater than the distance from an employee's home to a different Home Base, then the employee may be required to sign-on / sign-off at a different Home Base for certain shifts. An example of this would be an employee living in the Southern Highlands who had a Home Base of Sydney. If there was a business need for a Moss Vale or Goulburn sign-on / sign-off for a shift, then this would become the sign-on / sign-off location for this shift.

38.5 *Working to a Book Off or Rest Location away from Home Base*

- 38.5.1 Where a crew is required to book off for rest at a location (“barracks working”) other than that crew’s designated Home Base, the company shall provide appropriate accommodation and pay meal expenses as detailed in subclause 16.7.1.
- 38.5.2 Where a crew is required to book off for rest at an away location and are required to stay overnight the crew will be provided suitable lodging by the company. The accommodation will be equivalent to three-and-a-half star accommodation where available, and where this standard is unavailable the accommodation provided will be the nearest possible and practicable to this standard.
- 38.5.3 When working away from Home Base to a rest location crews will be considered back on the payroll once they have been booked off at the rest location for 12 consecutive hours. These hours (regarded as Barracks Detention) will be paid in accordance with subclause 16.7.3 and subclause 36.4 of this Agreement.

38.6 *Temporary Transfer to another Home Base*

By mutual consent, company personnel may be required to attend another work location whereby that location becomes their Temporary Home Base. This period shall not exceed two consecutive weeks unless by mutual agreement. The company shall pay all reasonable expenses to the employee for the costs associated with the transfer, together with accommodation. Meals expenses as detailed in subclause 16.7.1 will be payable for this period, but no barracks detention will be applicable.

38.7 *Temporary Work Locations*

- 38.7.1 A Temporary Work Location is a location that is set up on a temporary basis where no staff are based permanently.
- 38.7.2 Where an employee agrees to work at a Temporary Work Location they shall be paid the meal allowance in accordance with subclause 16.7.1. Operators shall be paid the meal allowance from the time they sign on at their Home Base to the time they sign off back at their Home Base, irrespective of any rest jobs at their Temporary Work Location. No barracks detention is applicable at the Temporary Work Location.

39. NO EXTRA CLAIMS

It is a term of this agreement that the company, union and employees bound by this agreement will not pursue any extra claims, “award or over-award”, for the duration of this agreement. This includes claims relating to changes from award variations or decisions of the commission other than changes that are consistent with the terms of this agreement. It is also a term of this agreement that the union and employees bound by this agreement will not take industrial action in support of extra claims, “award or over-award”, for the duration of this agreement.

40. WORKPLACE DELEGATES RIGHTS

- 40.1 The company will formally recognise an employee or Union representative, duly elected or appointed by the employees in the workplace, as their legitimate representative.

- 40.2 Whilst maintaining the company's operational requirements the employee or Union representative will be afforded reasonable opportunities without loss of earnings to conduct appropriate activities relating to train crew employed by the company.
- 40.3 Where an employee has been elected under the rules of the Australian Rail Tram and Bus Industry Union such employee will be entitled to paid leave to attend meetings of their Division State Council. The Australian Rail Tram and Bus Industry Union will provide the employer with at least 14 days' notice of the dates on which the State Council meetings will take place.
- 40.4 Where an employee has been elected under the rules of the Australian Rail Tram and Bus Industry Union such employee will be entitled to paid leave to attend Trade Union Training. The Australian Rail Tram and Bus Industry Union will provide the employer with at least 14 days' notice of the dates on which the training is to take place.
- 40.5 Workplace delegates shall be provided with reasonable access to telephone, photocopying and fax facilities.
- 40.6 The employer will supply a notice board of reasonable dimensions to be placed in a suitable position in the workplace upon which accredited representatives of the Union are permitted to post formal union notices. All materials posted on the notice board or made available for distribution must be authorised by the Australian Rail Tram and Bus Industry Union. No materials may be placed on any notice board that are derogatory or defamatory towards any individual, group of people or organisation. No stickers, transfers or decals are to be affixed in or on any item of rollingstock.
- 40.7 Employee/union representatives will be provided with reasonable access to the company's facilities whilst discharging their agreed responsibilities.

41. RIGHT OF ENTRY

Union officials will be entitled to enter premises in circumstances referred to in section 194(f)(i) or (ii) of the Fair Work Act 2009, and that entitlement will be exercised in accordance with Part 3-4 of the Fair Work Act 2009. Arrangements for such entry will be made to the relevant managers and will be made in accordance with Part 3-4 of the Fair Work Act 2009, during the process normal work will continue.

42. PAYROLL DEDUCTIONS

The company will upon receiving express written authorisation from an individual, employee, provide automatic deductions from wages and salaries and transfer such monies to the nominated person or organisation as authorised by the employee.

43. EMPLOYEE PERSONNEL RECORDS

- 43.1 An employee's personnel records shall be made freely available to them. If an employee believes any part of their record is incorrect or improper they can seek to have the record amended by direct request to the company. The dispute settling procedure as contained in this agreement may be used if appropriate.
- 43.2 Employee personnel records shall be kept confidential and in a secure place. Only those elements of those records relevant to the management of the company shall be provided on a need-to-know-basis to its managers. Employees may authorise in writing the release of their records to third parties.


44. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of The Company by -

Signature: 

Name: Milton Bromwich

Title: Director

Witnessed By 

Name:

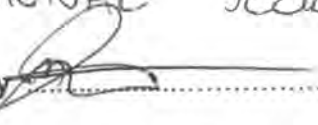
Sara Winata

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

Signature: 

Name: Bob NAVA

Title: NATIONAL SECRETARY

Witnessed By 

Name: MARK DIAMOND

Solicitor of the Supreme Court of New South Wales -
Suite 210 / 4-10 Goulburn Street
Sydney NSW 2000
2 July 2019

APPENDIX A

Classification Structure

Indicative Tasks for multi skilled Operator Level 1

- General labouring duties
- Drive crew cars for transfer of Train Crews
- Assisting tradespeople
- Undertake training to advance to higher levels
- Answer telephones
- Data entry
- Repair and maintenance of rail track and formation
- Assisting in the recovery of rolling stock following derailments, etc
- Promote and contribute to customer service

Indicative Tasks for multi skilled Operator Level 2

- Refuelling & provisioning of locomotives
- Drive crew cars for transfer of Train Crews
- Undertake training to advance to higher levels
- Clerical tasks including stock taking and ordering
- Administrative tasks
- Promote and contribute to customer service
- Tasks in lower levels

Indicative Tasks for multi skilled Operator Level 2.5

- Daily locomotive checks
- Completed Off Job Training in Certificate II Transport & Logistics Rail Operations
Undertaking On Job Training in Certificate II Transport & Logistics Rail Operations
- Competently perform assistant driver duties as a train crew member
- Competently complete train documentation
- Completed assessments in SSR Work Instruction Manuals
- Hold site inductions for customers' yards and terminals
- Supervise shunting operations (qualifications required)
- Minor running repairs to a locomotive and daily locomotive checks
- Refuel and re-provision locomotives
- Clerical tasks
- Promote and contribute to customer service
- Tasks in lower levels where qualified

Indicative Tasks for multi skilled Operator Level 3

All level 2.5 skills, plus:

- Completed Off Job Training in Certificate III Transport & Logistics Rail Operations and
Undertaking On Job Training in Certificate III Transport & Logistics Rail Operations

OR

All level 2.5 skills, plus:

- Mechanical or electrical repairs to locomotives and rolling stock (with the employee holding all appropriate TLI's recognised and accepted by SSR for this role)

Indicative Tasks for multi skilled Operator Level 3.5

All level 3 skills, plus:

- Completed On Job Training in Certificate III Transport & Logistics Rail Operations, and
- Driving and operating a locomotive in shunting yards and/or trailing locomotive in push/pull operations, and
- Qualified to drive shunting locomotives and drive mainline locomotives under instruction, and
- Competently complete train documentation examining and certifying trains as ready for departure (qualifications required)

OR

All level 3 skills, plus:

- Mechanical or electrical repairs to locomotives and rolling stock (with the employee holding all appropriate TLI's recognised and accepted by SSR for this role)

Indicative Tasks for multi skilled Operator Level 4

All level 3.5 skills, plus:

- Qualified to drive the leading locomotive with at least one wagon over at least one mainline route not included in the level 3.5 classification.

OR

All level 3.5 skills, plus:

- Mechanical or electrical repairs to locomotives and rolling stock (with the employee holding all appropriate TLI's recognised and accepted by SSR for this role)

Indicative Tasks for multi skilled Operator Level 4.5

All level 4 skills, plus:

- Unrestricted driving qualifications for all line haul operations covered by the relevant depot

OR

All level 4 skills, plus:

- Minimum 2 years' experience as an Operator Level 4

OR

All level 4 skills, plus:

- Mechanical or electrical repairs to locomotives and rolling stock (with the employee holding all appropriate TLI's recognised and accepted by SSR for this role)

Indicative Tasks for multi skilled Operator Level 5

All level 4.5 skills, plus:

- Provide workplace assessment and training for all employees (Cert IV Workplace Trainer and Assessor qualifications required), and where required:
 - Develop and implement training modules

- Maintain training records
- Coordinate workplace training or assessing activities

APPENDIX B

Rostering Principles

- Operator Master Rosters shall conform to blank line rostering conditions with a minimum of 52 x Duty Free Days per 13 x fortnight roster cycle.
- Based on the Master Roster, the Working Roster will be formulated and distributed no later than 1800hrs each day and contain all known work including sign-on & sign-off times and will note all barracks working. The sign-on times are subject to the Lift-Up and Lay-Back provisions of subclause 17.6, and the sign-off times are indicative only and are not to be relied upon.
- Duty Free Days will be allocated in accordance with subclause 17.4.
- Rostering will occur in accordance with the provisions contained in SSR's Fatigue Management Program.
- Where a day on the roster is not a Duty Free Day and no work has yet been allocated, it will be shown on the roster as 'TBA'.
- In relation to a 'TBA' in the normal course of operations:
 - Operators required to sign-on between 0000hrs and 0600hrs on the following day must be contacted before 1200hrs on the day prior.
 - Operators required to sign-on between 0600hrs and 1200hrs on the following day must be contacted before 1800hrs on the day prior.
 - Operators required to sign-on between 1200 hours and midnight on the following day must be advised before 2200 hours on the day prior.
- In relation to a 'TBA', if an unplanned event occurs including but not limited to a network incident or an Operator going sick at late notice, for the overall well-being of the enterprise and so that service failures and train cancellations can be avoided, the Company can request that an Operator will come to work on TBA with less notice than that detailed above, if at all possible.
- Given that SSR provides Operators with a company mobile phone, Operators must make themselves contactable during these hours or alternatively make contact with SSR Live Run prior to the respective cut-off times. Any repeated instances of Operators not making themselves contactable may result in disciplinary action.
- The commencement time of a shift of ordinary hours and the expected shift length shall be notified to the operators involved prior to, during, or at the end of the last shift worked.
- In the event that the next shift of ordinary hours is not known by the end of the last of the last shift worked then the Operators will be advised of their next work shift, inclusive of the expected duration of that shift, during the advice periods detailed above in relation to a 'TBA'.
- Where it is necessary to cancel a previously rostered shift, a minimum of 24 hours' notice from the rostered time will be given. Where advice of a rostered shift cancellation cannot be given within the minimum time as listed above alternate work must be provided within the scope of the

lift up/lay back provisions. If no alternate is available, the operator can claim payment for a minimum shift period of 6 hours.

- Operators may be advised of shift alterations by electronic or other means.
- Mutual exchange of shifts will be allowed provided they do not breach any clause of this agreement, are cost neutral to the company and do not negatively impact on any aspect of fatigue management.
- A minimum period of (10) ten minutes is to be provided at the start and finish of the shift for the purpose of allowing the train crew to sign-on / sign-off duty and carry out duties as required by the company, access provider and rail safety requirements.
- A minimum period of (30) thirty minutes is to be provided at the start of the shift for the purpose of allowing the train crew to inspect the locomotive, safety equipment and to conduct a brake test (except for relief en-route).
- 12 hour shifts will be rostered in accordance with the provisions contained in Appendix C.
- Annual Leave Relief Lines
 - (iv) There will be a minimum of 2 weeks' notice for advice regarding holiday relief unless otherwise agreed with the affected employee
 - (ii) The employee when moving down to an Annual Relief line will be rostered for another line when an employee is on Annual Leave
 - (iii) All conditions (including Duty Free Days and allocated work) will be adhered to for the line the employee is replacing
 - (iv) Duty Free Days will be displayed for annual leave relief lines on the Master Roster and will be adhered to if no annual leave relief coverage is required
- Crews must be notified **by phone** of any alteration to a previously rostered job as soon as practicable after the change becomes known.

APPENDIX C

12 Hour Shifts

The parties have agreed to the working of 12 hour shifts in accordance with the stipulations of applicable rail safety legislation and the SSR Safety Management System. The primary factor in the working of 12-hour shifts shall be the needs of the company and the safe working of employees. The formulation of 12-hour shifts shall be in accordance with the provisions contained in this appendix, and shall be worked in accordance with the provisions contained elsewhere in this agreement and any guidelines set down by the industry regulator.

Working of 12 Hour shifts

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

- No more than 4 x 12 hour shifts in any one week.
- Such shifts shall be worked in accordance with the SSR Fatigue Management Program
- During the life of this agreement the company may introduce an extra 12-hour shift subject to full consultation and agreement being reached by the parties to this agreement and that it does not breach the SSR Fatigue Management Program or Schedule 2 of the Rail Safety Act 2008.
- The parties to this agreement are committed to providing a healthy and safe workplace for employees, which allows the company to provide a safe and efficient service to its customers.
- Any shift over 11 hours will be deemed a 12-hour shift.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

SOUTHERN SHORTHHAUL RAILROAD UNDERTAKINGS IN

RELATION TO EA 2019

UNDERTAKING 1

In relation to *Clause 18 Dispute Settling Procedure*, at all stages of this procedure an employee is permitted to have general representation as per section 186(6) of the Fair Work Act 2009 (Cth).

UNDERTAKING 2

In relation to Level 1 and Level 2 employees, with each fortnightly pay period, the Company will compare what the employee would be paid for hours worked under this Enterprise Agreement with what would be payable under the Rail Industry Award 2010 (as updated from time-to-time). If a Level 1 or Level 2 employee has been paid less than what they would have been paid under the Award, the Company will pay to the employee in that fortnightly pay the gap plus an additional amount to ensure that they are at least 1.5% better off than the Award.

UNDERTAKING 3

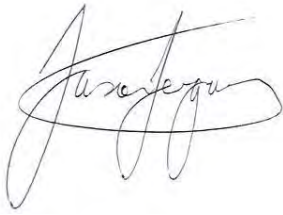
Where a part-time employee (as defined in clause 11.2 of the SSR Enterprise Agreement) and the Company agree to working a predetermined number of hours each fortnight, if the part-time employee works more than these hours over the fortnight, any additional hours will be paid at 170%.

If the part-time employee has been paid less than what they would have been paid under the Award, the Company will pay to the employee the gap plus an additional amount to ensure that they are at least 1.5% better off than the Award.

UNDERTAKING 4

In relation to casual employees of any level, any hours worked in excess of 76 in a fortnight will be paid at 170%. With each fortnightly pay period, the Company will compare what the employee would be paid for hours worked under this Enterprise Agreement with what would be payable under the Rail Industry Award 2010 (as updated from time-to-time). If the casual employee has been paid less than what they would have been paid under the Award, the Company will pay to the employee in that fortnightly pay the gap plus an additional amount to ensure that they are at least 1.5% better off than the Award.

Signed in accordance with regulation 2.07 of the *Fair Work Regulations 2009* on 30 August 2019:

A handwritten signature in black ink, appearing to read 'Jason Ferguson', with a large, sweeping loop at the end.

Jason Ferguson

Director

Holdco Holdings Pty Ltd trading as Southern Shorthaul Railroad