



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Australian Rail Track Corporation Limited
(AG2010/17526)

AUSTRALIAN RAIL TRACK CORPORATION ENTERPRISE AGREEMENT 2010

Rail industry

SENIOR DEPUTY PRESIDENT HAMBERGER

SYDNEY, 23 SEPTEMBER 2010

Application for approval of the Australian Rail Track Corporation Enterprise Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Rail Track Corporation Enterprise Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Rail Track Corporation Limited. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Rail Tram & Bus Industry Union and the Australian Municipal, Administrative, Clerical and Services Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers those organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 September 2010. The nominal expiry date of the Agreement is 30 September 2013.

SENIOR DEPUTY PRESIDENT

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Australian Rail Track Corporation (ARTC)

ARTC Enterprise Agreement 2010

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1. Introduction

1.1. INTRODUCTION

1.1.1. What will this Agreement be officially known as?

This Agreement will be known as the Australian Rail Track Corporation Enterprise Agreement 2010 ("Agreement").

1.1.2. Who is covered by this Agreement?

You are covered by this Agreement if you are employed by Australian Rail Track Corporation (ARTC) of, Off Sir Donald Bradman Drive, Passenger Rail Terminal Road, Mile End, South Australia 5031, and your designated work location is not within New South Wales.

While this Agreement applies, it applies to the complete exclusion of any applicable award in accordance with the applicable legislation.

1.1.3. What do the words mean in this Agreement?

The definitions of the words used in this Agreement are as follows:

'Act' means the Fair Work Act 2009 (Commonwealth).

'As adjusted by CPI for each year of the Agreement' is a Consumer Price Index (CPI) adjustment effective from the first pay period of March each year. Rates adjusted by this mechanism are not subject to the 3% guarantee in clause 3.2.1.

'ARTC' and 'Employer' mean Australian Rail Track Corporation.

'Designated Work Location' is the location nominated in connection with appointment to a position within ARTC.

'Employee' means an employee of Australian Rail Track Corporation whose designated work location is not within NSW.

'Nominal salary rate' means 91.74% of an employees' Total Remuneration Package (TRP).

'Network Control Employee' means an employee engaged as a Network Controller.

'Rostered Day Off' (RDO) is a non-working day derived through sufficient accumulation of ordinary work time as per clause 2.5.2.

'TRP' means Total Remuneration Package, as described in clause 3.1.1.

OBJECTIVES AND OBLIGATIONS UNDER THIS AGREEMENT

1.1.4. What are the main objectives of this Agreement?

The main objectives of this agreement are:

- To promote the growth, efficiency and effectiveness of the rail industry as a competitive, value-added segment of the national land transport logistics network;
- To promote an efficient and safe working environment;
- To enhance the value of ARTC through being a competitive, flexible and innovative company;
- To provide a workplace that promotes real gains in productivity, efficiency and flexibility; and
- To establish a workplace which enables variety, skills and job security for employees by:
 - Developing and maintaining a workplace which encourages and facilitates teamwork, personal and job skill enhancement to achieve the company's objectives;
 - Promoting efficient and effective delivery of services to ARTC's customers;
 - Implementing change through constructive consultation to ensure a profitable, competitive and efficient operation;
 - Providing employees with competitive marketplace-based remuneration;
 - Enhancing the skill base of the workforce including, where appropriate, through the implementation of a nationally recognised competency based training and career progression system; and
 - Achieving continuous improvement in the operations and service delivery of ARTC.

1.1.5. What are my obligations?

You will:

- Act as an integral and professional member of ARTC by effectively discharging your responsibilities;
- Be accountable and responsible for your decisions and actions;
- Deliver long-term customer satisfaction by utilising skills endorsed or nominated by ARTC;
- Maintain a high level of proficiency in your area of expertise;
- Commit to implementing ARTC's critical focus on productivity;
- Participate fully in relevant joint problem solving exercises at the workplace;
- Act ethically, constructively and co-operatively with employees, customers and business associates of ARTC; and
- Work safely, in consideration of the health and safety of yourself and others.

1.2. DURATION OF AGREEMENT

1.2.1. What is the nominal expiry date of this Agreement?

This Agreement will come into effect 7 days after the date of approval by *Fair Work Australia* and its nominal expiry date will be 3 years from that date.

2. How We Will Work

2.1. EMPLOYMENT CATEGORIES

2.1.1. Under what categories of employment could I be employed under in this agreement?

Under this Agreement, you will be employed under one of the following categories:

- Permanent full-time or part-time;
- Temporary full-time or part-time
- Specified-term; or
- Specified project.

Specified-term contracts may be offered by ARTC to employees whose total remuneration package is greater than \$93,658 (as adjusted by CPI for each year of the Agreement).

2.1.2. What is a 'full-time' Employee?

If you are a full-time employee, your ordinary hours of work will be 38 hours per week.

If you are entitled to a Rostered Day Off under clause 2.5.2 of this Agreement your ordinary hours of work are 38 hours per week, averaged over four weeks duration.

2.1.3. What is a 'part-time' Employee?

If you are a part-time employee, you will be required to work a regular pattern of hours averaging less than 38 hours per week, on a permanent, temporary or specified-term basis as provided for in this Agreement.

The agreed hours will be the contracted hours of work. Contracted hours can only be varied in writing, by agreement between you and ARTC.

The daily starting and finishing times and daily/weekly hours of work will be agreed at your commencement of employment and provided to you in writing.

If you are a part-time employee, you will not be required to work additional hours beyond your agreed minimum hours, but you may be offered the opportunity to do so. Where you agree to work additional hours, payment for these hours will be at single time rates up to the number of ordinary hours for an equivalent permanent full-time employee.

Leave entitlements and remuneration will apply pro-rata to part-time employees on the basis that ordinary hours for full-time employees are 38 hours per week.

2.1.4. What is a 'temporary' Employee?

If you are a temporary employee, you may be employed on a full-time or part-time basis:

- for a specified period no longer than 24 months; or
- for a specified project, with a specified start and anticipated finish date, in a role not required on an ongoing basis.

An offer of temporary employment will specify the period of the employment or the parameters and expected duration of the project.

2.1.5. Does ARTC engage employees on a casual basis?

No, ARTC does not intend to use employees on a casual basis for the duration of this Agreement. Should this change ARTC will consult with employees.

2.2. FILLING OF POSITIONS

2.2.1. What is ARTC's commitment to fair and equitable recruitment processes?

ARTC will aim to fill vacant positions, which it intends to maintain on its establishment, within six months from the time that the position becomes vacant. It is acknowledged that this requirement will have been met where ARTC does everything reasonably practicable to meet this requirement. ARTC reserves the right to simultaneously advertise positions internally and externally. ARTC undertakes, however, to use its best endeavours to ensure that all employees have notification of job advertisements at the time of publication.

The successful candidate must have the appropriate qualification(s) or it is expected that they will be reasonably trained to the applicable standard within six months.

The applications of all internal applicants should be considered in light of career progression opportunities and when unsuccessful, constructive feedback and relevant training will be provided to assist career progression.

Where vacant positions are advertised merit selection will be applied.

ARTC will ensure that the advertising process is transparent and procedurally fair. Should an applicant for a position not be satisfied that the process has been transparent and fair, they can raise the matter with the convenor of the interview panel.

2.3. WORK LOCATIONS

2.3.1. Can ARTC permanently change my Designated Work Location?

Yes. Your Designated Work Location may be changed to address changing business requirements. You will be consulted and offered assistance where necessary before your Designated Work Location is changed. Your personal circumstances will be taken into account. You will be provided suitable notice of a proposed change to your Designated Work Location.

2.3.2. What if my new designated work location requires me to move house?

If your new designated work location is at a distance that requires you to move house, you will be provided relocation assistance consistent with ARTC policy.

2.3.3. What if I can't move house?

If your Designated Work Location is changed and you are unable, on reasonable grounds to move house, ARTC will treat your position as redundant.

2.4. REDUNDANCY

2.4.1. What is Redundancy?

Redundancy occurs where a position is no longer required by ARTC.

Redundancy may also arise where there is a significant change to the Designated Work Location of a position.

2.4.2. Will I be consulted if my position becomes redundant?

Yes. ARTC will discuss with the employee(s) affected and their representatives, as soon as practical after making a firm decision that a job is redundant, the reasons for redundancy and any measures to avoid or minimise any adverse effects.

2.4.3. What am I entitled to if my employment is terminated because my position is made redundant?

You will be entitled to four weeks notice or pay in lieu of notice. In addition, you will receive three week's pay for each year of service. ('Week's Pay' is defined as your TRP divided by 52.) If you are aged 45 years or over, you will be entitled to an additional one week's pay in lieu of notice.

The above payments are subject to the total payment not exceeding the equivalent of one year's salary.

2.4.4. If my position is made redundant, will I be allowed time off to look for work?

Yes. If your position has been made redundant, you may be allowed up to one day's time off without loss of pay during each week of notice to look for another job, subject to business requirements. If you have been allowed more than one day's paid leave to seek another job during the notice period, you must provide proof of attendance at an interview if requested by ARTC. Otherwise, you will not be paid for the absence. A statutory declaration will be sufficient.

2.5. HOURS OF WORK

2.5.1. What are my ordinary hours of work?

If you are a full-time employee, your ordinary hours of work will be 38 hours per week.

If you are entitled to a Rostered Day Off under clause 2.5.2 of this Agreement your ordinary hours of work are 38 hours per week, averaged over four weeks duration.

The span of ordinary hours is from 0600 to 1800 Monday to Friday.

Your hours of work will be continuous on any one day, excluding your meal breaks.

2.5.2. Am I entitled to rostered days off?

If your total remuneration package is less than \$68,214 (as adjusted by CPI for each year of the agreement) you may work your ordinary hours so that you get one rostered day off (RDO) every four weeks, on a day subject to agreement with your manager.

2.5.3. What if I am required to work on my RDO?

If ARTC requires you to work on a day that has been agreed to be your RDO, you will get an alternative day off as soon as is practical and by agreement with your manager.

2.5.4. Can I accumulate my RDOs and add them to my annual leave?

Yes. You may accumulate a maximum of three RDOs in any one year if your manager agrees and it does not affect the operation of the business. The accumulated RDOs can be taken together as a block, or added to your annual leave.

3. Remuneration and Related

3.1. SALARY

3.1.1. What is included in my Total Remuneration Package?

Salary Level	Total Remuneration Package (TRP)*
Level 1	\$35,918 - \$45,397
Level 2	\$45,398 - \$56,413
Level 3	\$56,414 - \$68,214
Level 4	\$68,215 - \$80,743
Level 5	\$80,744 - \$93,658

* (as adjusted by CPI for each year of the agreement).

Your Total Remuneration Package (TRP) is an annualised salary that includes:

- Annual leave loading; and
- Super Guarantee Contributions.

If you are a Network Control Employee please refer to clause 9.2.1 of this Agreement for your classification structure.

3.2. SALARY INCREASES

3.2.1. How will my salary be reviewed over the term of this Agreement?

During the nominal term of this Agreement, you will receive the following salary increases:

- An annual salary increase based on the increase in the All Groups National Consumer Price Index (CPI). Your salary will be adjusted to reflect the last 12 months of CPI increases calculated to the nearest completed quarter, effective the first pay period of March each year. This new rate will be paid over the following 12 months until the next annual CPI review. No retrospective payments will be made.
- If CPI falls below 3% in a given year, ARTC will increase your individual TRP by 3%, effective the first pay period of March each year. In such cases, ARTC will subtract from your potential bonus any percentage amount by which it supplements CPI.
- In addition, ARTC will review the remuneration packages of employees in light of relevant market trends on an annual basis during the term of this Agreement. A TRP may be increased where the review process indicates that the salary

level of ARTC employees has fallen below the market median.

3.3. OVERTIME

3.3.1. Will I be required to work overtime?

Yes. You may be required to work reasonable overtime to meet ARTC's business requirements.

If you are a Network Control Employee, please refer to clause 9.6 for your overtime provisions.

3.3.2. Do I receive payment for working overtime?

If your TRP is equal to or less than \$68,214 (as adjusted by CPI for each year of this Agreement) you will receive payment for working overtime.

In calculating overtime, each days work will stand alone.

3.3.3. What compensation will I receive for working overtime?

All overtime is calculated on your Nominal Salary Rate.

For employees other than Programmers, overtime required and approved by ARTC will be paid at:

- Time and one half for the first three hours, and double time for each hour worked after that, for work performed Monday to Saturday;
- You will be paid double time for all approved overtime performed on a Sunday; and
- You will be paid double time and one half for all approved overtime performed on a public holiday.

3.3.4. I am a Programmer; do I receive payment for overtime?

Yes. All overtime is calculated on your Nominal Salary Rate. You will be paid at time and one half for all approved overtime worked.

3.3.5. Am I able to take time in lieu instead of overtime payment?

Yes. You may elect, with the consent of ARTC to take time off in lieu of payment at a time or times agreed between you and ARTC. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, which is an hour for each hour worked.

3.4. ACTING IN A HIGHER POSITION

3.4.1. Can I be given the opportunity to act in a higher position?

Yes.

3.4.2. How will I be paid if I am acting in a higher position?

If your TRP is less than \$93,658 (as adjusted by CPI for each year of this Agreement) and you are required to act in a higher position, you will receive the following payments:

- For a period longer than two weeks, an additional 10% of your TRP;
- For a period longer than eight weeks, the higher of an additional 10% of your TRP or 85% of the applicable salary on appointment to the higher position; or
- For a period longer than 12 weeks, 100% of the applicable salary on appointment to the higher position.

3.5. ON-CALL / CALL-OUT

3.5.1. Will I be required to participate in on-call rosters and attend call-outs?

Yes. You may be rostered to be on-call and to attend call-outs as required, to meet ARTC's business requirements.

3.5.2. What will I be paid if I am on-call?

If your TRP is less than \$93,658 (as adjusted by CPI for each year of this Agreement) and you are required by ARTC management to be available outside normal working hours for recall to work, you will be paid an allowance of \$20.00 per rostered day or shift, or \$40.00 when on-call for a non-rostered day or shift. If you are rostered to be on-call, you must be contactable and available for duty when required.

3.5.3. What will I be paid for a call-out?

If your TRP is less than \$93,658 (as adjusted by CPI for each year of this Agreement) and you are recalled to work, you will be paid for the call-out for a minimum of four hours. For the purpose of the minimum payment, the first three hours will be paid at time and one half, and then at double time except that:

- Any time worked on a Sunday will be paid at double time; and,
- Any time worked on a public holiday will be paid at time and one half in addition to the days pay that you otherwise receive.

The above payments will be calculated on your Nominal Salary Rate.

3.5.4. What if the call-out is longer than four hours?

If your TRP is less than \$93,658 (as adjusted by CPI for each year of this Agreement) and you are recalled on a call-out and it extends beyond the minimum four hour payment period, you will be paid for the time worked from the time you are called out until you return home.

4. Balancing Work and Life

4.1. ANNUAL LEAVE

4.1.1. How much annual leave am I entitled to?

If you are a full-time Employee, for each 12 months continuous qualifying service, you are entitled to 152 hours (four weeks) annual leave per year.

4.1.2. I work weekends, do I get additional annual leave?

If you are rostered to work an average of two weekends (Saturday and Sunday) out of four over a three month period you will receive an additional 1.25 days paid annual leave to a maximum of one additional week per 12 month period.

4.1.3. What will I be paid when I am on annual leave?

You will be paid your Total Remuneration Package while on annual leave.

4.1.4. How much leave can I accrue?

You can save (accrue) up to four weeks annual leave. If you wish to accrue more than four weeks annual leave, you must obtain agreement with your manager in accordance with ARTC Policy.

4.1.5. What if I am sick while I am on annual leave?

If you are sick when you are on annual leave, you may apply to substitute sick leave for annual leave if you provide your manager with a valid medical certificate.

4.1.6. How do I notify of my annual leave preferences?

You will need to post your leave preferences at least 12 months in advance, between 1 November and 31 December each year. Your manager will post approvals within a month to inform you if your annual leave preference is available.

4.1.7. What if I don't post my annual leave preferences in advance?

If you do not indicate a preference for annual leave, your manager will assign the dates of your annual leave.

The objective of this process is to help ensure that a minimum of two weeks annual leave can be taken by employees with school age children within a recognised school holiday period and to ensure equity in the allocation of annual leave rostering.

4.1.8. Can I cash out my annual leave without taking time off?

Yes. Your request will need to be in writing.

Your request for paid annual leave to be cashed out must not result in your remaining accrued annual leave entitlement being less than four weeks.

Each request to cash out annual leave must be by a separate written agreement between you and ARTC.

4.2. PERSONAL LEAVE INCORPORATING SICK LEAVE AND CARER LEAVE

4.2.1. What is my personal/carer leave entitlement?

You are entitled to 10 days personal/carer leave per year in accordance with the *National Employment Standards*. Any unused personal/carer leave accrues.

4.2.2. What is carer leave?

Carer leave is paid leave provided to you for the purposes of caring for an immediate family or household member who requires you to provide them care and support due to an illness, injury or an unexpected emergency affecting them.

4.2.3. What does 'immediate family or household member' mean?

Members of your immediate family or household refers to:

- Your spouse (including former spouse, de facto spouse and former de facto spouse). A de facto spouse means a person who lives with you on a bona fide domestic basis; and
- A child or an adult child (including an adopted child, stepchild or ex-nuptial child), parent, grandparent, grandchild or sibling of you or your spouse.

4.2.4. What is personal leave?

Personal leave is paid leave taken when you are not fit for work because of a personal illness or personal injury.

4.2.5. How is personal/carer leave used?

Any personal/carer leave taken during a year will be debited against your accrued balance of personal/carer leave up to the maximum of your accrued balance.

You should advise ARTC in your leave application whether you are taking personal or carer leave.

4.2.6. What about sick leave?

In addition to your personal/carer leave entitlement, you are also entitled to unlimited sick leave. Your unlimited sick leave entitlement will become available when all of your personal/carer leave entitlement has been used.

4.2.7. What do I do if I am sick or need to claim carer leave?

If you are unable to come to work due to personal illness or injury, or you are claiming carer leave, you should notify your manager within at least one hour of your rostered starting time and tell your manager when you expect to return to work. You must also provide evidence of your illness or injury, or the illness or injury of your immediate family or household member consistent with ARTC's Leave Policy.

4.2.8. What happens if I am sick for a long period of time?

If you have a long-term illness that causes you to be absent for more than six months then, if directed by ARTC you will attend an appointment with a medical practitioner nominated by ARTC to determine the likelihood of you returning to work. If the medical advice confirms that you will be unable to return to work your employment may terminate when a copy of that medical advice is given to you.

4.3. *COMPASSIONATE AND BEREAVEMENT LEAVE*

4.3.1. What are compassionate and bereavement leave and to what extent am I covered?

On each occasion on which a member of your 'immediate family or household':

- Contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life, you may take paid leave of up to two days; or
- Dies, you may take paid leave of up to three days paid bereavement/compassionate leave.

You must provide ARTC with satisfactory evidence of the illness, injury or death of the member of your family or household in order to receive payment for the leave taken.

4.4. PUBLIC HOLIDAYS

4.4.1. What is my entitlement to public holidays?

You are entitled, without loss of pay, to the following gazetted public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Labour Day
- Christmas Day; and
- Boxing Day
- Adelaide Cup Day
(if your Designated Work Location is in South Australia)
- Melbourne Cup Day
(if your Designated Work Location is in Victoria)

or such other day as is gazetted and/or generally observed in a locality as a substitute for any of the said days respectively.

4.4.2. What if the public holiday falls on a weekend?

For the purposes of this Agreement:

- Where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively; or
- Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day; or
- Where New Year's Day falls on a Saturday or a Sunday the following Monday will be observed as New Year's Day;

and the said Saturday and/or Sunday will not be deemed to be a holiday unless gazetted from time to time by the relevant state government.

4.5. LONG SERVICE LEAVE

4.5.1. What is my entitlement to long service leave?

Long service leave will accrue and may be taken in accordance with the provisions of the relevant Legislation.

4.6. PARENTAL LEAVE

4.6.1. Who is entitled to parental leave?

Instead of having to complete 12 months of service as per the *National Employment Standards*, you are entitled to 12 months of unpaid parental leave if you have completed 40 weeks continuous service with ARTC; and:

(a) the leave is associated with:

- (i) the birth of a child, being a child who is born to the employee or the employee's spouse or de facto partner; or
- (ii) the placement of a child with the employee for adoption;

and

(b) you have or will have the responsibility for the care of the child.

4.6.2. Who is entitled to paid maternity leave?

If you are pregnant and you are entitled to parental leave under clause 4.6.1 and you are otherwise eligible to receive unpaid parental leave under the *National Employment Standards*, you have the option to elect either nine weeks paid maternity leave at full pay or 18 weeks paid maternity leave at half pay.

4.6.3. Who is entitled to paid paternity leave or adoption leave?

If your partner is pregnant or if you adopt a child and you have completed at least 40 weeks continuous service with ARTC, and you are eligible to receive unpaid parental leave under the *National Employment Standards*, you are entitled to one week paid leave at the time of birth or adoption of the child.

4.7. OTHER LEAVE

4.7.1. Am I entitled to emergency services leave?

Yes. If you are a member of an emergency service (for example, Country Fire Service or State Emergency Services) you must advise your manager of the relevant details of your membership responsibilities. You may be released from duty, if called upon at times of declared emergencies, provided that you are not required to attend to ARTC's assets. You should advise your manager immediately when notified that you are required for duty in an emergency.

When you return to work, you should provide proof of your attendance certified by an authorised representative of the emergency service to which you were attached. Wherever possible,

times of attendance should be shown. Paid leave will be provided for such authorised absences.

4.7.2. Can I take military leave?

Yes. Subject to legislative requirements, military leave may be granted to you if you are a volunteer part-time member of the Australian Defence Forces. ARTC will provide you with up to 10 days paid leave per year, based on the difference between your ordinary pay and the payment you receive as reserve pay.

4.7.3. Am I able to take time off work to give blood?

Yes. If you are a registered blood donor, you are permitted, at the convenience of ARTC, to donate blood during working hours if required without loss of pay, on no more than four occasions per year. You must seek prior approval from your manager.

4.7.4. Am I entitled to bone marrow or kidney donor's leave?

If you are a registered Australian bone marrow or kidney donor, you are entitled, at the convenience of ARTC, to five days paid leave to donate bone marrow or a kidney. You must provide a valid medical certificate, and must obtain prior approval from your manager.

5. Health, Wellbeing and Safety

5.1. HEALTH ASSESSMENT

5.1.1. When do I have to have a medical?

As an employee of ARTC, you must comply with ARTC's requirements under the *National Standard for Health Assessment of Rail Safety Workers* including attending health assessments.

5.1.2. Do I have to pay for these health assessments?

No. ARTC will pay the cost of all medical tests, including specialist tests undertaken at ARTC's direction, up to the time you are determined fit or unfit for duty.

5.1.3. When do I have to have my health assessment?

It is ARTC's intention that initial and follow up health assessments are conducted during normal working hours.

5.1.4. What happens to me if I am deemed unfit for work?

If your health assessment determines that you are temporarily unfit for your normal duties, ARTC will endeavour to provide you with suitable alternate duties. Where alternate duties are available, you will continue to be paid your total remuneration package for a period of up to three months provided there is an expectation that you will return to your full duties.

5.2. WORK CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

5.2.1. Will I be given PPE for work?

Yes, ARTC will provide you with work clothes and safety gear as appropriate for the work being carried out.

5.2.2. Who is responsible for my issued work clothes and personal protective equipment?

You must correctly use and take reasonable care of (including laundering) all PPE and/or clothing provided to you by ARTC. Employees must at all times use the relevant PPE where a safety requirement exists.

5.2.3. What do I do if I need replacements for worn, defective or damaged work and safety gear?

If any of your issued work clothes or personal protective equipment are worn, defective or damaged, you should immediately report this to your manager or supervisor who will arrange replacements for you. Replacements will be issued on a fair wear and tear basis. Lost work clothing items and PPE will be replaced at ARTC's discretion.

5.2.4. Who is responsible for washing my PPE and work clothes?

Laundering of work clothing is your responsibility unless ARTC policies provide otherwise.

5.2.5. Do I get to keep the work clothes and safety gear?

No, PPE and work clothing will remain the property of ARTC.

6. Recognising Your Contribution

6.1. TRAINING & DEVELOPMENT

6.1.1. Will ARTC provide opportunities for learning and career development?

ARTC recognises the contribution of suitably trained and competent employees to the achievement of business objectives.

ARTC is committed to ensuring that all employees are competent to perform their roles (including the maintenance of appropriate accreditation), and have the necessary safety and Occupational Health and Safety training, including training relating to rail safety work.

ARTC will also endeavour to provide existing employees access, where available, to structured traineeships and the attainment of nationally recognised qualifications.

ARTC will, in consultation with employees, ensure it has appropriate processes to determine current and future training needs, and to provide training and development to meet these needs.

All training as far as practical will be accredited and/or competency based.

Employees will continue to demonstrate competency against these standards in the workplace and will be subject to periodic re-accreditation where relevant. Additional training may be required to assist in re-accreditation.

Employees will acquire and maintain all the skills necessary for the competent performance of their duties as well as additional skills necessary from time to time to keep up to date with new technology, systems and methodologies.

7. Consultation and Dispute Resolution

7.1. CONSULTATION TERM

7.1.1. Will I be informed of any major changes happening at ARTC?

Where ARTC intends to make major workplace changes that are likely to have a significant effect on employees, it will consult with affected employees on those changes. Employees may choose to appoint a representative for the purposes of that consultation. For the purposes of this clause major workplace changes include decisions to delete or relocate business functions with potential to result in employee redundancies.

7.2. CONSULTATION PROCESS

7.2.1. What is ARTC's Consultation Process?

We recognise that communication and participation are essential elements for the effective operation of ARTC.

ARTC will consult directly and/or through established committee structures, with employees and any persons nominated by an employee or employees to represent their interests.

We will convene a Consultative Committee designed to provide for the exchange of information and consultation.

Other communication and consultative mechanisms may be developed to encourage workforce participation in the decision making process.

7.2.2. What is a Consultative Committee?

The Consultative Committee will comprise up to 10 people as agreed, with representation of employees and senior local management.

The Committee will determine the frequency and schedule of meetings but at a minimum will meet at least four times a year or as otherwise agreed between the members of the committee.

Employee representatives will include those employees who are nominated by the employees relevantly affected by the committee.

The Committee will monitor and review the implementation of this Agreement and other local issues, with the exception of Occupational Health and Safety (OHS) issues which will be referred to the relevant OHS committee.

The Committee will review and discuss ARTC's business objectives and performance and future business plans. The committee will also identify and recommend proposals and initiatives to improve business performance.

ARTC will also give prompt consideration to issues raised by employees and/or their nominated representatives on their behalf.

7.2.3. What is the process for nominating an employee representative to the consultative committee?

For clarity, when an employee or employees covered by this Agreement is or are permitted to nominate or elect a person or persons to act as their representative(s) for the relevant purposes of this Agreement, that nomination or election need not be formal or in writing and can be effected by informal means.

7.3. DISPUTE SETTLEMENT PROCEDURE

7.3.1. What process do I follow to resolve a dispute in relation to my work with ARTC?

The following procedures will be used in order to prevent and settle disputes arising from this Agreement or in relation to the *National Employment Standards*.

The objectives of these procedures are to resolve disputes that arise under this Agreement or in relation to the *National Employment Standards* promptly, fairly and by direct consultation and/or negotiation at the workplace wherever possible.

Without prejudice to either party and except where a bona fide safety issue is involved, work will continue while matters in dispute are negotiated in good faith and in accordance with the procedures contained below.

ARTC and employees will attempt, wherever possible, to resolve the matter at the workplace level by taking the following steps as necessary:

- Step 1. The employee and a representative (at the employee's choice if requested) and their immediate manager will meet to try to resolve the matter. The relevant manager will endeavour to respond to the employee raising the matter within 48 hours, and advise of action being taken.
- Step 2. If the matter is not resolved, the parties will arrange further discussions involving more senior levels of management and a representative (at the employee's choice if requested). ARTC will endeavour to respond to the person raising the matter within 48 hours, and advise of action being taken.

Step 3. If the matter is not resolved, further discussions will occur involving the employee and a representative (at the employee's choice if requested), and the employee's General Manager or nominee. ARTC will endeavour to respond to the person raising the matter within 48 hours, and advise of action being taken.

Step 4. If the matter is not resolved, it may now be referred by either party to either:

- (a) *Fair Work Australia*; or
- (b) An independent mediator where agreed and appointed by both parties.

Where the parties agree or where required by law, dispute resolution by *Fair Work Australia*, or an independent mediator, will be binding.

It is understood that the parties to this procedure will not have recourse to the formal processes of *Fair Work Australia* until they have endeavoured to resolve the issues between them in full accordance with the procedures contained in this Agreement.

8. Flexibility Term

8.1. INDIVIDUAL FLEXIBILITY ARRANGEMENT

8.1.1. Can the terms of this Agreement be varied?

Yes, ARTC and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms stipulated below in 8.1.2 of this Agreement.

8.1.2. What is an Individual Flexibility Arrangement?

An Individual Flexibility Arrangement is a written document genuinely agreed to between you and ARTC. An Individual Flexibility Arrangement can vary the clauses in this Agreement regarding arrangements about when work is performed.

ARTC will 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 you being better off overall than you would be if no arrangement was made.

8.1.3. How do I make an Individual Flexibility Arrangement?

If you would like to vary the arrangements about when work is performed, ARTC must ensure that the Individual Flexibility Arrangement:

Is in writing;

- Includes the name of ARTC and employee;
- Is signed by ARTC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- Includes details of:
 - The terms of the Enterprise Agreement that will be varied by the arrangement;
 - How the arrangement will vary the effect of the terms;
 - 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
- States the day on which the arrangement commences.

ARTC will give you a copy of your Individual Flexibility Arrangement within 14 days of it being signed.

8.1.4. How do I terminate (end) an Individual Flexibility Arrangement?

You may terminate your Individual Flexibility Arrangement by giving ARTC no more than 28 days written notice, or if ARTC and employee agree in writing, at any time, after which time, your arrangements about when work is performed will revert to the relevant provisions in this Agreement.

If you wish to terminate your Individual Flexibility Arrangement with less than two weeks notice, you can do so by obtaining written agreement from ARTC.

8.1.5. Can ARTC terminate (end) my Individual Flexibility Arrangement?

Yes, ARTC may terminate your Individual Flexibility Arrangement by giving you no more than 28 days written notice, or if ARTC and employee agree in writing, at any time, after which time, your arrangements about when work is performed will revert to the relevant provisions in this Agreement.

9. Network Control

9.1. APPLICATION OF THIS SECTION

9.1.1. Who is covered by this Section?

If you are a Network Control Employee who is covered by this agreement, the provisions in this section apply to you.

9.1.2. What is covered in this Section?

If you are a Network Control Employee, this Section explains the following provisions:

- Classification Structure (including your Total Remuneration Package);
- Rostering Principles;
- Annual Leave; and
- Overtime

to the exclusion of any equivalent clause in Sections 1-8 of this Agreement.

9.2. CLASSIFICATION STRUCTURE

9.2.1. What is the Classification Structure for Network Control Employees?

If you are a network control employee, you will be employed under one of the following classifications:

Level
Entry Level Network Controller
(Trainee)
Network Controller Level 1
Network Controller Level 2
Network Controller Level 3
Network Controller Level 3A

9.2.2. What is included in my Total Remuneration Package?

Your TRP is an annualised salary that includes Superannuation and any other entitlements referred to in this Agreement, including any shift, weekend and public holiday penalties, on call and overtime, and the first five shifts, additional to ordinary hours, worked in a year required to cover absences except as provided below.

9.2.3. How may I progress through the Classification Structure?

Advancement between levels of Network Controller will be through a combination of training, demonstrated competence and promotion

on individual merits. Following satisfactory completion of ARTC's training period, under normal arrangements, the completion of a minimum of twelve months proficient and competent service will be necessary at each level in conjunction with progression criteria having been satisfactorily met, for progression between Network Controller levels.

9.3. ROSTERING PRINCIPLES

9.3.1. What are my ordinary hours of work?

If you are a network control employee involved in shift work, your total ordinary hours of employment will not exceed 152 hours over 28 days.

Your Total Remuneration Package includes compensation for five flexi-shifts to cover short notice absences or to cover a short fall in Network Controller numbers within Network Control.

Wherever possible, requirements should be met from rostered availability, and flexi shifts used only where these needs cannot be met. Extended planned training will not be incorporated into flexi-shift coverage. Efforts will be made to minimise the numbers of flexi-shifts Controllers work.

9.3.2. What is the maximum number of shifts that I can be rostered?

The maximum number of shifts that you can be rostered is six. By mutual agreement between you and ARTC your maximum number of consecutive shifts can be increased to eight.

9.3.3. How long is a shift?

Your rosters will comprise eight hour shifts plus a 15 minute hand-over at the start of each shift.

9.3.4. When will my roster be posted?

ARTC will provide your roster with 28 days notice, other than for voluntary swaps.

9.4. ANNUAL LEAVE

9.4.1. Do I receive additional annual leave?

If you are engaged as a shift worker rostered to work regularly on Sundays and/or public holidays, you are entitled to an additional one week's annual leave.

If you are engaged to work such shift work for a portion of a year, you will receive additional proportionate to the time worked.

9.5. OTHER GENERAL ROSTERING PRINCIPLES

9.5.1. How will Network Controller employee absences be covered?

Where absences occur due to sickness of Network Controllers or work related meetings, if work can be reasonably managed by the combining of boards, then this will be done following discussion between employees and their managers. If this cannot be accommodated, for example, due to workloads or board configurations, a replacement employee will be sought to attend work.

Where absences occur and a replacement employee must be called in, a system administered by the employees concerned will be used.

Employee absences such as those relating to annual leave, training and sick leave will be relieved from within Network Control employees. All such relief is to be managed in order to minimise costs to ARTC. In the event of any long term absences within Network Control, a consultative process will address the most appropriate means to cover the period of absence.

Change of shifts between employees will be permitted subject to mutual consent provided that the shifts worked are in accordance with the maximum number of consecutive shifts, hours worked and time off provisions of these rostering principles.

Where employees elect to mutually change shifts, there shall be no additional cost to ARTC and such changes shall not adversely impact on safe operations.

All reasonable efforts will be made by ARTC to facilitate mutually agreed changes of shifts.

9.6. OVERTIME

9.6.1. Will I be required to work overtime?

Yes. You may be required to work reasonable overtime to meet ARTC's business requirements.

9.6.2. What compensation will I receive for working overtime?

If you are required to work overtime, you will be paid at time and a half, based on your Nominal Salary Rate. Except for Data Controllers, such payment will only be made for shifts in excess of the first five additional shifts worked per annum.

ARTC Enterprise Agreement 2010

Signed for the employer

Signature: [Signature] Date: 13 September 2010

Full name of signatory: Jenny McAuliffe

Address of signatory: Off Sir Donald Bradman Drive, Mile End, South Australia, 5031

Position: Manager, Human Resources

Signed by the representative of the employees covered by the agreement

Signature: [Signature] Date: 15/9/10

Full name of signatory: KATRINE HILDYARD

Address of signatory: 5-9 Rundle Street, Kent Town 5067

Organisation and Position: Branch Secretary

Signed by the representative of the employees covered by the agreement

Signature: _____ Date: _____

Full name of signatory: _____

Address of signatory: _____

Organisation and Position: _____

Signed by the representative of the employees covered by the agreement

Signature: _____ Date: _____

Full name of signatory: _____

Address of signatory: _____

Organisation and Position: _____

ARTC Enterprise Agreement 2010

Signed for the employer

Signature:  Date: 13 September 2010

Full name of signatory: Jenny McAuliffe

Address of signatory: Off Sir Donald Bradman Drive, Mile End, South Australia, 5031

Position: Manager, Human Resources

Signed by the representative of the employees covered by the agreement

Signature:  Date: 16/9/10

Full name of signatory: Kirsten Joanne Alexander

Address of signatory: 22 Russell Tce
Woodville SA 5011

Organisation and Position: ARTC - Manager, Network Performance

Signed by the representative of the employees covered by the agreement

Signature: _____ Date: _____

Full name of signatory: _____

Address of signatory: _____

Organisation and Position: _____

Signed by the representative of the employees covered by the agreement

Signature: _____ Date: _____

Full name of signatory: _____

Address of signatory: _____

Organisation and Position: _____

ARTC Enterprise Agreement 2010

Signed for the employer

Signature: [Signature] Date: 13 September 2010

Full name of signatory: Jenny McAuliffe

Address of signatory: Off Sir Donald Bradman Drive, Mile End, South Australia, 5031

Position: Manager, Human Resources

Signed by the representative of the employees covered by the agreement

Signature: [Signature] Date: 16/09/2010

Full name of signatory: ASHLEY JOHN WAODELL

Address of signatory: 63 LEDGER ROAD BEVERLY SA 5009

Organisation and Position: BRANCH SECRETARY RAIL TRAM & BUS UNION

Signed by the representative of the employees covered by the agreement

Signature: _____ Date: _____

Full name of signatory: _____

Address of signatory: _____

Organisation and Position: _____

Signed by the representative of the employees covered by the agreement

Signature: _____ Date: _____

Full name of signatory: _____

Address of signatory: _____

Organisation and Position: _____