



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Rail Track Corporation Ltd T/A ARTC
(AG2017/2407)

AUSTRALIAN RAIL TRACK CORPORATION ENTERPRISE AGREEMENT 2017

Rail industry

COMMISSIONER MCKINNON

MELBOURNE, 19 JULY 2017

Application for approval of the Australian Rail Track Corporation Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Rail Track Corporation Enterprise Agreement 2017* (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 Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant 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.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 August 2017. The nominal expiry date of the Agreement is 22 August 2020.



COMMISSIONER

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Annexure A



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14 July 2017

Dear Commissioner McKinnon,

Application for Approval of the Australian Rail Track Corporation Enterprise Agreement 2017 (AG2017/2407)

I, Nathan Farr, A/Executive General Manager People, make the following undertaking on behalf of Australian Rail Track Corporation (**Employer**) in relation to the *Australian Rail Track Corporation Enterprise Agreement 2017 (Agreement)*:

1. The Employer undertakes that in reference to clause 10.1.2 of the Agreement, the rates of pay for Network Control employees are as set out below, which is to form **Appendix B - Network Control Employees** of the Agreement.

Appendix B - Network Control Employees

Network Control Classification			
Classification	Year 1*	Year 2*	Year 3*
Trainee	\$91,127	\$92,950	\$94,809
Level 1	\$105,150	\$107,253	\$109,399
Level 2	\$119,164	\$121,548	\$123,979
Level 3	\$133,185	\$135,849	\$138,566
Level 4	\$140,393	\$143,201	\$146,066

*these rates have been adjusted by 2% on the first full pay period on or after the commencement of the new agreement, 12 months after commencement of the new agreement and 24 months after commencement of the new agreement, as per clause 3.2.1

Signed by Nathan Farr in the presence of

Signature of witness

CASSANDRA CARCARY
Print name

Nathan Farr

ARTC Enterprise Agreement 2017

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. 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 2017 ("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, 11 Sir Donald Bradman Drive, Keswick Terminal, South Australia 5035 and you do not hold an excluded position. This Agreement does not include employees covered by the following Agreements, or successor Agreements:

- *Australian Rail Track Corporation New South Wales (NSW) Enterprise Agreement 2016;*
- *Australian Rail Track Corporation (NSW) Infrastructure Maintenance Enterprise Agreement 2014;*
- *ARTC (Victoria) Infrastructure Enterprise Agreement 2013;*
- *ARTC South Australia / Western Australia Infrastructure Maintenance Enterprise Agreement 2013.*

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).

'ARTC' means Australian Rail Track Corporation.

'Designated work location' means the location you are appointed to and where you are ordinarily expected to report for duty.

'Employee' means an employee of Australian Rail Track Corporation in accordance with clause 1.1.2.

'Excluded Position' means the position of Executive General Manager, General Manager or Manager.

'Executive General Manager' means a position in stratum 5 of ARTC's organisation structure (this includes all positions which have "Executive General Manager" in the title), or a position held by a member of the ARTC Executive.

'General Manager' means a position in stratum 4 of ARTC's organisation structure (this includes all positions which have "General Manager" in the title).

'Manager' means a position in stratum 3 of ARTC's organisation structure (this includes all positions which have "Manager" in the title and which report directly to a General Manager).

'Infrastructure Services Employee' refers to an employee classified in accordance with clause 9.4.2.

'Nominal salary rate' means an employee's total annual remuneration package (TRP) less the applicable superannuation guarantee component, calculated as an hourly rate.

'Network Control Employee' refers to an employee engaged as a Network Controller, Train Transit Manager, Programmer, Data Administrator.

'Rostered Day Off' (RDO) is a non-working day derived through sufficient accumulation of ordinary work time as per clause 2.5.2 and clause 9.2.4.

'Shiftworker' refers to an employee who works a rotating 24 hour, seven day a week roster on a permanent ongoing basis for the purposes of the *National Employment Standards*.

'TRP' means Total Remuneration Package.

'Week's Pay' means your current weekly rate based on ordinary hours at the rate attributable to your TRP.

1.2 OBJECTIVES AND OBLIGATIONS UNDER THIS AGREEMENT

1.2.1 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 and making rail the mode of choice in the national logistics chain;
- 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;
 - Promoting a framework for continuous improvement of customer service, through better processes and personal interactions, leading to increasing customer satisfaction;
 - 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.

1.2.2 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.

1.3 DURATION OF AGREEMENT

1.3.1 What is the nominal expiry date of this Agreement?

This Agreement will come into effect 7 days after the date of approval by the *Fair Work Commission or the 23 August 2017, whichever date is latest*, and its nominal expiry date will be 3 years from that date.

Negotiations for a replacement Agreement will commence at least six months prior to the nominal expiry date.

1.4 EXTRA CLAIMS

1.4.1 Can the parties make any extra claims for the duration of the Agreement?

No.

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 \$109,924 (as adjusted annually in accordance with clause 3.2.1 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 reasonable relocation assistance consistent with ARTC policy as amended from time to time. For the avoidance of any doubt, this policy is not incorporated into the agreement.

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 position 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 full year of continuous ARTC service. For the purposes of this clause, continuous service excludes any periods of unauthorised or unpaid leave. If you have at least one year's continuous service but less than two years' service you will be entitled to a severance payment of four week's pay. 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 TRP.

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 equal to or less than \$80,062 (as adjusted annually in accordance with clause 3.2.1 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?

Upon commencement of the new agreement:

Salary Level	Total Remuneration Package (TRP)
Level 1	\$42,155 - \$53,282
Level 2	\$53,283 - \$66,210
Level 3	\$66,211 - \$80,062
Level 4	\$80,063 - \$94,767
Level 5	\$94,768 - \$109,924

12 months after commencement of the new agreement:

Salary Level	Total Remuneration Package (TRP)
Level 1	\$42,999 - \$54,348
Level 2	\$54,349 - \$67,535
Level 3	\$67,536 - \$81,664
Level 4	\$81,665 - \$96,663
Level 5	\$96,664 - \$112,123

24 months after commencement of the new agreement:

Salary Level	Total Remuneration Package (TRP)
Level 1	\$43,859 - \$55,435
Level 2	\$55,436 - \$68,886
Level 3	\$68,887 - \$83,298
Level 4	\$83,299 - \$98,597
Level 5	\$98,598 - \$114,366

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

- Annual leave loading; and
- Superannuation Guarantee Contributions.

If you are a Network Control Employee, please refer to clause 10.1.1 of this Agreement.

If you are an Infrastructure Services employee, please refer to clause 9.4.2 of this Agreement for your classification structure.

3.2 SALARY INCREASES

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

During the nominal term of this Agreement, you will receive a 2% salary increase on the first full pay period on or after the following dates:

- Upon commencement of the new agreement
- 12 months after commencement of the new agreement
- 24 months after commencement of the new agreement

In addition to the above, your TRP will be increased to incorporate the legislated changes to the superannuation guarantee rate.

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 10.5 for your overtime provisions.

If you are an Infrastructure Services employee, please refer to clause 9.2.7 for your overtime provisions.

3.3.2 Do I receive payment for working overtime?

If your TRP is equal to or less than \$80,062 (as adjusted annually in accordance with clause 3.2.1 for each year of this Agreement) you will receive payment for working overtime.

In calculating overtime, each day's work will stand alone.

3.3.3 What compensation will I receive for working overtime?

All overtime is calculated on your Nominal Salary Rate.

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;
- Double time for all approved overtime performed on a Sunday; and
- Double time and one half for all approved overtime performed on a public holiday.

3.3.4 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 equal to or less than \$109,924 (as adjusted annually in accordance with clause 3.2.1 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 equal to or less than \$109,924 (as adjusted annually in accordance with clause 3.2.1 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 \$25.50 per rostered day or shift, or \$51.00 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.

The on-call allowance will be increased in line with the salary increases specified in 3.2.1, as detailed below:

Allowance type	On commencement of new agreement	12 months after commencement	24 months after commencement
On-call rostered	\$25.50	\$26.01	\$26.54
On-call non rostered	\$51.00	\$52.02	\$53.08

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

If your TRP is less than \$109,924 (as adjusted annually in accordance with clause 3.2.1 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 day's 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 \$109,924 (as adjusted annually in accordance with clause 3.2.1 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 at the rate attributable to your Total Remuneration Package while on annual leave.

4.1.4 How much leave can I accrue?

You can save (accrue) 1 year's entitlement of annual leave. If you wish to accrue more than 1 year's entitlement of annual leave, you must obtain agreement with your manager in accordance with ARTC Policy, as amended from time to time. For the avoidance of any doubt, this policy is not incorporated into the agreement.

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.

You will be paid the full amount that would have been paid had you taken the annual leave.

4.1.9 Can I purchase additional annual leave?

Yes. Your request will need to be in writing and subject to the following:

- You may only purchase up to a maximum of 152 hours additional annual leave. For the purposes

of this clause, deductions of equal instalments will be made over the year to reflect the purchase of additional annual leave.

- You may only purchase additional annual leave if you have an accrued annual leave balance of less than 1 year's accrued annual leave at the time of making the request.
- The additional annual leave must be taken within 12 months of the request being made.
- If you access this arrangement and your employment is terminated for any reason, you are obligated to repay to ARTC any outstanding monies owing as a result of your participation in this scheme.
- If your employment is terminated prior to taking purchased leave, or you do not take purchased leave within the agreed time frame, a reconciliation will be performed and your purchased annual leave will be paid to you.

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.

If an employee has used their entitlement to paid carer's leave under the Act, then they may take up to 2 days unpaid carer's leave in accordance with the Act.

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' mean?

Members of your immediate family refer 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/carers leave used?

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

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

4.2.6 What about sick leave?

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

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

If you are unable to come to work due to personal illness or injury, or you are claiming carers 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, as amended from time to time. For the avoidance of any doubt, this policy is not incorporated into the agreement.

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 gazetted public holidays applicable to your designated work location or such other day as is gazetted in a locality as a substitute day.

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 state legislation of your designated work location.

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 health assessment?

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

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 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 equipment 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 equipment?

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 equipment?

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 rail safety and Work, Health and Safety training.

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 consulted with on any major changes happening at ARTC?

Yes, where ARTC:

7.1.1.1 (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

7.1.1.1 (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees,

this clause will apply

Major change

7.1.1.2 For a major change referred to in paragraph 7.1.1.1(a):

7.1.1.2 (a) the employer must notify the relevant employees of the decision to introduce the major change; and

7.1.1.2 (b) subclauses 7.1.1.3 to 7.1.1.9 apply.

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

7.1.1.4 If:

7.1.1.4 (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

7.1.1.4 (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

7.1.1.5 As soon as practicable after making its decision, the employer must:

7.1.1.5 (a) discuss with the relevant employees:

7.1.1.5 (a) (i) the introduction of the change;
And

7.1.1.5 (a) (ii) the effect the change is likely to have on the employees; and

7.1.1.5 (a) (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

7.1.1.5 (b) for the purposes of the discussion-- provide, in writing, to the relevant employees:

7.1.1.5 (b) (i) all relevant information about the change including the nature of the change proposed; and

7.1.1.5 (b) (ii) information about the expected effects of the change on the employees; and

7.1.1.5 (b) (iii) any other matters likely to affect the employees.

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

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

7.1.1.8 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 7.1.1.2 (a) and subclauses 7.1.1.3 and 7.1.1.5 are taken not to apply.

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

7.1.1.9 (a) the termination of the employment of employees; or

7.1.1.9 (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

7.1.1.9 (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

7.1.1.9 (d) the alteration of hours of work; or

7.1.1.9 (e) the need to retrain employees; or

7.1.1.9 (f) the need to relocate employees to another workplace; or

7.1.1.9 (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

7.1.1.10 For a change referred to in paragraph 7.1.1.1(b):

7.1.1.10 (a) the employer must notify the relevant employees of the proposed change; and

7.1.1.10 (b) subclauses 7.1.1.11 to 7.1.1.15 apply.

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

7.1.1.12 If:

7.1.1.12 (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

7.1.1.12 (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

7.1.1.13 As soon as practicable after proposing to introduce the change, the employer must:

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

7.1.1.13 (b) for the purposes of the discussion-- provide to the relevant employees:

7.1.1.13 (b) (i) all relevant information about the change, including the nature of the change; and

7.1.1.13 (b) (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

7.1.1.13 (b) (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

7.1.1.13 (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).

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

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

7.1.1.16 In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause 7.1.1.1

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 Local Consultative Committees (LCCs) 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 an LCC?

Each LCC will comprise up to ten people as agreed, with representation of employees and senior local management.

The LCCs 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 each LCC.

LCCs will monitor and review the implementation of this Agreement and other local issues, with the exception of

Work, Health and Safety (WHS) issues which will be referred to the relevant Safety 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. Matters that cannot be resolved at the local level are to be referred to the relevant Executive Manager for consideration.

Members of ARTC management or persons nominated by an employee or employees to represent their interests, may from time to time, participate in meetings of LCCs.

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

Where the parties agree or where required by law, dispute resolution by the *Fair Work Commission*, 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 the *Fair Work Commission* 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:

- a) arrangements about when work is performed.
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) remuneration; and
- f) leave and leave loading

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?

ARTC must ensure that the Individual Flexibility Arrangement:

- Is in writing;
- Includes the name of ARTC and employee;
- Is genuinely agreed
- 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 working conditions will revert to the relevant provisions in this Agreement.

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 working conditions will revert to the relevant provisions in this Agreement.

9 Infrastructure Services Employees

9.1 APPLICATION OF THIS SECTION

9.1.1 Who is covered by this Section?

If you are an Infrastructure Services Employee covered by this Agreement, the provisions in this section also apply to you.

If there is an inconsistency between the General section of this Agreement and the Infrastructure Services Employee section, this section will apply.

9.1.2 What is the probationary period?

Employment with ARTC as an Infrastructure Services employee is subject to a probation period of three (3) months.

During the probationary period, ARTC or you may terminate your services on giving seven (7) days' notice or payment of one week's pay in lieu of notice.

9.1.3 Will there be an induction before I commence employment with ARTC?

Yes. Prior to confirmation of employment with ARTC, you will undertake an induction which will cover the nature of ARTC, the provisions of this Agreement, workplace safety, specific issues applying to the sites such as environmental issues and Aboriginal sacred sites and ARTC policies and procedures including Drug and Alcohol Policy, as amended from time to time. For the avoidance of any doubt, this policy is not incorporated into the agreement.

Employment can only be confirmed upon written confirmation by you that you have understood and accepted the terms and conditions of the Agreement and the terms, obligations and responsibilities of all areas covered by the induction.

A copy of this Agreement will be made available to you during induction and confirmation of employment.

At the time of engagement you will acknowledge in writing that you have completed the induction process.

ARTC requires you to successfully complete a medical examination, prior to your confirmation of employment.

9.2 HOURS OF WORK

9.2.1 What are my ordinary hours of work?

If you are a full-time employee, your ordinary hours of work are to be an average of 38 per week but not exceeding 152 hours in 28 days.

The minimum rate to be paid for ordinary time worked between midnight on Friday and midnight on Saturday will be time and a half.

The minimum rate to be paid for ordinary time worked between midnight on Saturday and midnight on Sunday will be double time.

The pattern of work may require that ordinary hours of work are to be worked continuously on any day of the week between 6.00am and 6.00pm, except for meal breaks.

Any time worked in excess of eight hours on any one day is to be paid for at overtime rates. However, any work performed prior to the spread of hours which is continuous with ordinary hours is to be regarded as part of the 38 ordinary hours of work.

A maximum of 12 hours may be worked on any one day.

By agreement between ARTC and any of its employees, work may be carried out in a continuous period not exceeding 19 days in any 28 day period where required

to meet pre – planned project work. Any proposal to change the ordinary hours of work arrangement must meet all relevant work, health and safety requirements and, in particular, fatigue management principles. Such work will be paid at appropriate penalty rates for any weekends worked during such period.

9.2.2 Will I be given notice of when annual leave is to commence?

Yes. You will be given a minimum of one month's notice of the date on which annual leave is to commence.

9.2.3 Will ARTC provide amenities at work?

Yes. ARTC will provide all amenities to a good quality industry standard. You and ARTC may agree that you supply your own amenities when designated to work from home.

9.2.4 Am I entitled to rostered days off?

Yes, you may work your ordinary hours so that you get one rostered day off (RDO) each 4 weeks on a day subject to agreement with your manager.

9.2.5 What if I'm 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.

9.2.6 Can I accumulate my RDO's and add them to my annual leave?

Yes. You may accumulate a maximum of 3 RDO's in any one year if your manager agrees and it does not affect the operation of the business. The accumulated RDO's can be taken together as a block, or added to your annual leave.

9.2.7 What overtime payments will I receive?

For all work performed outside ordinary hours on any day the overtime rates of pay are time and one half for the first three hours and double time thereafter until the completion of the overtime work. All overtime is calculated on your Nominal Salary Rate.

The minimum rate to be paid for hours worked between midnight on Friday and midnight on Saturday will be time and one half for the first three hours and double time thereafter.

The minimum rate of pay for hours worked between midnight on Saturday and midnight on Sunday will be double time.

For the purposes of this clause 'ordinary hours' means the hours worked in accordance with clause 9.2.1 of this Agreement.

You may elect, with the consent of ARTC, to take time off in lieu of payment for overtime at a time or times agreed with 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.

In computing overtime, each day's work will stand alone.

ARTC may require you to work reasonable overtime at overtime rates and you will work overtime as required.

By agreement between ARTC and the individual employee, the ten hour break provided for in clause 9.2.8 of this agreement may be reduced to a period no less than eight hours.

9.2.8 What rest periods will I receive?

When overtime is necessary it will, wherever reasonably practicable, be so arranged that you have at least ten

(10) consecutive hours off duty between the work of successive days.

If you work so much overtime between the termination of your ordinary work on one day and the commencement of ordinary work on the next day so that you have not had at least ten consecutive hours off duty between those times you will, subject to this clause, be released after completion of such overtime until you have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.2.9 What meal breaks am I entitled to?

You will be allowed an unpaid meal break of 30 minutes per shift. Meal breaks should be organised so as to ensure continuity of work and taken in a flexible manner at any time during the shift to suit the needs of the work group. A meal break should be taken within five (5) hours of commencing the shift. If, at the discretion of management, you work over the fifth hour without a break, you will be paid time and one half your hourly rate for each hour worked after the fifth hour until a break is taken.

If you work greater than ten (10) hours you will be allowed an additional meal break of twenty minutes without deduction of pay. The meal break will be organised to ensure continuity of operations.

9.2.10 Can I be required to work at places other than my designated work location?

Yes. You will start and finish work at the designated areas and if your designated start and finish place is to be altered you will be given one month's notice of the change.

9.3 REDUNDANCY

If you are retrenched, you will be entitled to four weeks termination pay in lieu of notice and an additional three weeks for each year of service. 'Weeks' Pay' is defined as an average of last twelve months weekly earnings. If you have completed one year's service but less than two years' service you will receive four week's pay. If you are aged forty-five or over at the time of retrenchment, you will be entitled to an additional one weeks' pay in lieu of notice. The above payments are subject to the total payment not exceeding the equivalent of one year's salary.

9.4 REMUNERATION AND RELATED

9.4.1 Classification and Salary Structure

9.4.2 What is my salary and classification level?

You will be appointed to one of the classifications below based on skills, qualifications and competencies and in consideration of the range of duties to be carried out. The classification levels are set out in Appendix A. The classification will be specified in your letter (contract) of employment.

Level	Classification Description	TRP Upon commencement of agreement	TRP 12 months after commencement of the new agreement	TRP 24 months after commencement of the new agreement
Level 1.1	Entry Level	\$54,467	\$55,557	\$56,669
Level 1.2	Non Trade	\$58,336	\$59,503	\$60,694
Level 1.3	Non Trade	\$62,473	\$63,723	\$64,998
Level 2.0	Non Trades/Base Trade	\$66,805	\$68,142	\$69,505
Level 3.0	Work Group Leader (Non Trades) Maintainer/Technician (Signals/Control Systems) Mechanical Tradesperson Signals (Experienced)	\$72,097	\$73,539	\$75,010

Level 4.0	Maintainer/Technician (Signals/Control Systems) Mechanical tradesperson Signals – Work Group Leader	\$87,251	\$88,997	\$90,777
Level 5.0	Maintainer/Technician – Work Group Leader (Signals/Control Systems / Mechanical)	\$93,963	\$95,843	\$97,760

Salary increases are in accordance with clause 3.2.1 of this Agreement.

9.4.3 What is included in my Total Remuneration Package (TRP)?

Your TRP includes your salary and all payments under any award including:

- Annual leave loading;
- Superannuation Guarantee Contributions;
- All allowances; and
- A requirement to work at locations other than your designated work location.

Your TRP does not include:

- Overtime;
- Shift, weekend and public holiday rates;
- On-call and call-out payments; or
- Living away from home expenses.

The engagement of apprentices will be governed by applicable legislation. The rate of pay for an apprentice will be based on Level 2 – Base Trade classification as follows:

First Year	50%
Second Year	60%
Third Year	75%
Fourth Year	88%

9.4.4 Can I participate in the ARTC Bonus scheme?

Yes. If you are a permanent or fixed term employee of ARTC, you will be entitled to participate in the ARTC Bonus Scheme, as amended from time to time, for the avoidance of any doubt this scheme is not incorporated into the agreement.

9.5 SHIFT WORK AND PUBLIC HOLIDAYS

9.5.1 Will I be required to perform shift work?

Yes. You may be required to perform shift work, depending on business requirements. Where shift work is required, you will be given a minimum of 14 days' notice. For the purposes of this Agreement, 'afternoon shift' means any shift finishing between 1801 hours and midnight (inclusive); and 'night shift' means any shift finishing after midnight or a shift that commences between midnight and 0559 (inclusive).

9.5.2 What will I be paid for working an 'afternoon shift'?

If you are rostered to work an 'afternoon shift' you will be paid an additional 20% of your hourly rate based on your nominal salary rate for all ordinary hours worked where the shift is not subject to an equal or higher payment.

9.5.3 What will I be paid for working a 'night shift'?

If you are rostered to work a 'night shift' you will be paid an additional 25% of your hourly rate based on your nominal salary rate for all ordinary hours worked where the shift is not subject to an equal or higher payment.

9.5.4 What will I be paid if I am rostered to work on a public holiday?

If you are rostered to work on a Public Holiday you will be paid at two and half times your nominal salary rate.

You will not be paid other penalties on top of these penalties.

9.6 ON CALL / CALL OUT

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

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

Call-out rosters will take consideration of available competencies and volunteers and fatigue management principles.

9.6.2 What will I be paid for a call-out?

If you are recalled to work, you will be paid for the call-out at your classification rate for a minimum of four hours, subject to not more than one minimum call out payment being made for any subsequent call out(s) during that four (4) hour period. This principle will also apply from the first call out after each four hour period elapses.

For the purposes of the minimum payment the first three (3) hours will be paid at time and a half and then thereafter at double time. Any time worked on a Sunday will be paid at double time. Where a call out extends beyond the minimum four (4) hour payment period, you will be paid for those hours actually worked commencing from the time you are called out and concluding when you are leaving the work site.

9.6.3 What will I be paid if I am called-out to perform work on a public holiday?

If you are called out to perform work on a public holiday, you will be paid double time and one half outside of ordinary rostered hours.

9.6.4 What will I be paid if I am on-call?

If you are required by ARTC management to be available outside normal working hours for recall to work, you will be paid an allowance of \$25.50 per night or \$51.00 when on call for a day and a night combined. For the purpose of this Agreement, if you are on call it will mean that by agreement or as directed by ARTC, you are to be available outside normal working hours for recall to duty.

The on-call allowance will be increased in line with the salary increases specified in 3.2.1 as detailed below:

Allowance type	On commencement of new document	12 months after commencement	24 months after commencement
On-call day	\$25.50	\$26.01	\$26.54
On-call day and night	\$51.00	\$52.02	\$53.08

9.7 TRAVELLING AWAY FROM HOME

9.7.1 Can I be required to work at locations which will temporarily require me to travel away from home?

Yes.

9.7.2 What happens if I am required to travel away from home and stay overnight?

If you are regularly rostered (e.g. migratory and regional teams) or if you are otherwise required to work at a location that does not permit you to return to your declared place of residence (home) each night you will be compensated by ARTC.

9.7.3 What will I be paid when I am required to travel away from home and stay overnight?

If you are required to travel away from home and stay overnight, you will be paid a daily expense payment with your fortnightly salary payment on the following basis:

Breakfast	\$22.44
Lunch	\$25.50
Dinner	\$44.88
Accommodation	\$90.78

as a total payment of \$183.60, or:

At your request, ARTC will pay your meals and accommodation directly to the supplier of the services.

Provided an accommodation expense is incurred as per clause 9.7.2, payment for additional expenses will be calculated as follows:

Breakfast	Depart home depot before 0700 or return to home depot after 0800.
Lunch	Depart home depot before 1300 or return to home depot after 1400.
Dinner	Depart home depot before 1830 or return to home depot after 1830.
Accommodation	Depart home depot before 0100 or return to home depot after 0100.

The daily expense payment will be increased in line with the salary increases specified in 3.2.1 as detailed below:

Expense type	On commencement of new agreement	12 months after commencement	24 months after commencement
Breakfast	\$22.44	\$22.89	\$23.35
Lunch	\$25.50	\$26.01	\$26.54
Dinner	\$44.88	\$45.78	\$46.70
Accommodation	\$90.78	\$92.60	\$94.46
Total	\$183.60	\$187.28	\$191.05

9.8 CARRYING OUT HIGHER DUTIES

9.8.1 Can I be required to carry out higher duties?

Yes. You may be required to act in a higher position in line with your achieved competencies.

9.8.2 How will I be paid if I am carrying out higher duties?

If you are required to carry out higher duties as a Work Group Leader, you will be paid the salary applicable to the higher position for each full shift of acting in that position.

9.9 INCLEMENT WEATHER

9.9.1 What does “Inclement Weather” mean?

“Inclement Weather” will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, cold, high wind, severe dust storm, extremes of high temperature or the like of any combination thereof), by virtue of which it is either not reasonable or safe for employees exposed thereto to continue working whilst such inclement weather prevails.

9.9.2 How is an Inclement Weather situation managed?

If owing to inclement weather conditions you are unable to work, you will be entitled to be paid for the time lost. Provided that it will be the sole responsibility of the employee in charge on the site of the work being carried out to determine whether or not and when work will cease owing to inclement weather conditions.

There will be no deduction of wages for time lost during inclement weather provided that any employee ceasing work of their own volition will not be entitled to payment for the time lost.

10 Network Control Employees

10.1 APPLICATION OF THIS SECTION

10.1.1 Who is covered by this Section?

The provisions in this section apply to you if you are employed in one of the following Network Control positions:

Position
Data Administrator
Programmer
Entry Level Network Controller
Network Controller Level 1
Network Controller Level 2
Network Controller Level 3
Network Controller Level 3A
Train Transit Manager

If there is an inconsistency between the General section of this Agreement and the Network Control Employees section, this section will apply.

10.1.2 What is included in my Total Remuneration Package?

Your TRP is an annualised salary that includes Superannuation Guarantee Contributions and any other entitlements referred to in this Agreement, including any shift, weekend and public holiday penalties, on call and annual leave loading.

10.1.3 I am a Network Controller / Programmer, how may I progress through the Classification Structure?

Advancement between levels of Network Controller / Programmer 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 / Programmer levels.

10.2 ROSTERING PRINCIPLES

10.2.1 What is the Network Control Rostering Committee?

The Network Control Rostering Committee oversees the development of rosters for Network Control Employees to ensure that rosters developed meet the requirements of ARTC and Network Control Employees.

The committee will consist of the following personnel

- Service Delivery Manager Network Control Centre West
- Network Control employee nominated personnel (3)
- Network Control Rosterers

The committee will review the operation and effectiveness of all Network Control rosters on at least a twice yearly basis.

10.2.2 How will the Network Control Roster operate?

Network Control Master Rosters will be compiled to allow for the Network Control functions to be covered on a 24/7 rotating basis. The Master Roster will include:

1. A roster cycle comprising of 19 shifts of work in 28 days and 13 complete roster cycles in a year
2. Rotating link lines of rostered working
3. Relief lines for coverage of Annual leave and Training
4. Days off

Network Control Employees will be assigned a line of work known as a "LINK" and will then rotate through the Master Roster.

The Master Roster will follow the designated shift pattern of day, afternoon, night.

Once prepared the Master Roster is reviewed by Network Control Employees for endorsement by the majority of affected employees.

The endorsed Master Roster is forwarded to the Operations Manager for checking and approval.

A Working Roster is then compiled by the Network Control Rosterers.

Network Control Employees will be allocated to the working roster taking into account any of the following:

1. Leave requests and requirements
2. Training requirements
3. Travel requirements for Network Control Employees
4. Board Knowledge
5. Project work
6. Link rotations
7. Long term Sickness
8. Any other reason for a shortfall in Network Control Employees

Where shifts are carried over to relief lines, Link working may not apply as constraints could require links to be broken in the relief line.

Once prepared the Working Roster is forwarded to the Train Transit Manager to check, approve and publish.

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

10.2.3 I am a Network Controller, what is the maximum number of shifts that I can be rostered in a row?

As a shift worker the maximum number of shifts that you can be rostered in a row is six. By mutual agreement between the majority of the employees affected and ARTC, the maximum number of consecutive shifts can be increased to eight.

10.2.4 I am a Network Controller, how long is a shift?

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

10.3 ANNUAL LEAVE

10.3.1 Do I receive additional annual leave?

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

If you are rostered on this basis for only a portion of a year, you will receive additional leave proportionate to the time worked.

10.3.2 I am a Network Control Employee, how is annual leave accrued and debited?

Network Control Employees who are shift workers are entitled to 5 weeks (190 hours) annual leave per year. This is accrued progressively at the rate of 0.0961538 per hour worked or 7.28 hours per fortnight.

Annual Leave will be deducted in accordance with the days that would have been rostered as per the agreed Master Roster. On the basis that each shift is 8 hours long, 8 hours of annual leave will be debited for each shift that would have otherwise been worked, excluding Public Holidays. This is on the basis of a roster pattern of 19 shifts within a 28 day roster cycle, and 13 roster cycles over the year.

Network Control Employees who are shift workers will have annual leave deductions adjusted, so that a maximum of 190 hours will be deducted from employee balances for each 24 days of annual leave taken.

To achieve this there will be a re-credit of 2 hours annual leave for every 24 shifts of annual leave that are taken.

The 24 shifts do not need to be taken consecutively to receive the re-credit.

An annual leave roster will be prepared and operate from July to June. Network Control Employees will indicate their preferences for the year. Network Control Rosterers will allocate leave based upon these preferences.

10.3.3 How can I select less than a full week of annual leave?

A Network Control Employee may elect to take less than a full week's annual leave in the following circumstances:

- They must have selected that week in the annual leave roster.
- They then may apply for a portion of that week, to attach to other selected leave or as an individual day or days.
- If an employee request to take less than a full week of leave cannot be accommodated they may apply to the relevant General Manager for approval to take the required days off.

10.4 OTHER GENERAL ROSTERING PRINCIPLES

10.4.1 How will Network Controller absences be covered?

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

Where absences occur a replacement Network Controller will be called in and paid overtime.

Employee absences such as those relating to annual leave, training and sick leave will be relieved from within Network Control. All such relief is to be managed in order

to minimise costs to ARTC. In the event of any long term absences among Network Controllers, a consultative process will address the most appropriate means to cover the period of absence.

Employees can elect to mutually change shifts within the Working Roster, provided there is no additional cost to ARTC, the shifts worked are in accordance with the maximum number of consecutive shifts, hours worked and time off provisions and the shift changes do not adversely impact on safe operations.

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

10.5 OVERTIME

10.5.1 Will I be required to work overtime?

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

10.5.2 Do I receive payment for working overtime?

Yes, with the exception of Train Transit Managers. All overtime is calculated on your Nominal Salary. You will be paid at time and one half for all approved overtime worked.

11 Appendix A Infrastructure Services Employees

Classification Level Descriptors

Level 1.1 Non-Trade Entry Level

Employees at the Level 1.1 Classification will, within six months of commencing employment, have the following skills:

- * The ability to follow Work, Health and Safety Procedures;
- * conduct Housekeeping Activities;
- * participate in Workplace Communication;

After six months Level 1.1 employees will be seen as working effectively with others, have the ability to maintain and use basic hand tools and be able to shift Materials Safely.

These employees will also have skills in the use of manual handling equipment

This is not a comprehensive list and employees at Level 1 will be expected to assist in all of the tasks they have been trained (or are competent) to perform.

Level 1.2 (Non-trade)

Employees at Level 1.2 will possess the ability to perform, and actively participate in:

- * Basic activities associated with manually handling goods and materials;
- * excavating trenches;
- * application of protective coatings;
- * installation and maintenance of signs;
- * control of vegetation;

This employee will have the proven ability to:

- * compile routine forms and reports;
- * use basic communication devices and office support equipment;

Appendix A

- * Provide business focussed customer service;
- * And apply quality procedures.

Employees at Level 1.2 will plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

Employees at Level 1.2 will also have the following general skills:

- * Compliance with environment protection and work, health and safety policies and procedures;
- * Basic fire-fighting;
- * operating motor vehicles (hi-rail, passenger and light commercial);
- * Using minor plant and hand tools;
- * Working safely in a railway infrastructure environment;
- * Oxy-acetylene cutting of steel;
- * Undertaking minor concreting works;
- * Apply safe working procedures (Track force).

In addition to the above requirements at Level 1.2, an employee is also required to perform the activities relating to one of the following streams and apply the competencies listed.

(a) SIGNALS STREAM

- * Performing basic mechanical signalling work including servicing, mounting and lubricating mechanical signalling equipment

(b) CIVIL STREAM

- * Performing basic rail and track maintenance activities including the installation and replacement of sleepers, track, fastening and anchoring systems, guards and check rails and temporary track support.

This is not a comprehensive list and employees at Level 1.2 will be expected to assist with general signalling or civil activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

Level 1.3 (Non-Trade)

Employees classified as Level 1.3 will be required to perform all tasks

Appendix A

associated with the previous employee level and additionally complete the following tasks or possess these additional skills/licences.

Level 1.3 employees will have a Heavy Truck license additional to passenger and light commercial motor vehicle license.

Level 1.3 Sub-Trade staff will also have experience in operation of general plant and equipment such as back hoe, loader and trenchers

In addition to the above requirements, an employee is also required to perform the activities relating to one of the following streams:

(a) SIGNALS STREAM

- * Performing basic electrical and mechanical signalling work, including servicing, mounting and lubricating mechanical signalling equipment and maintaining signalling structures and housing.

(b) CIVIL STREAM

- * Performing a range of rail, track and structures maintenance activities including welding, track ballast activity, establishing and maintaining rail stress, maintaining structures, installing and/or removing minor structures, and installing minor track bearing or over track support.

This is not a comprehensive list and employees at Level 1.3 will be expected to assist with general signalling or civil activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

Level 2 - Base trade or Signal/Civil Non Trades

This employee utilises judgement and decision making skills, and is personally accountable for the certification of their own work to appropriate standards.

Employees at Level 2 will plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

General skills required for employees at Level 2 include all of the required skills from the previous levels, as well as the following additional skills:

(a) SIGNALS STREAM - Non Trade

- * Maintaining security structures and amenities.
- * Drawing sketches and reading technical drawings.
- * Assisting in the installation and maintenance of signalling equipment

Appendix A

including mechanical points, structures and housings, troughing and track circuit bonds.

(b) CIVIL STREAM - Non Trade

- * Inspecting and certify track, maintain track geometry, install, construct and maintain points and crossings.

(c) TRADE QUALIFIED (Electrical/Mechanical)

- * Performing, and actively participating in, basic activities associated with manually handling goods and materials, excavating trenches, application of protective coatings, installation and maintenance of signs and control of vegetation.

- * Applying quality procedures, compile routine forms and reports, use basic communication devices and office support equipment, and provide business focused customer service.

- * Employees at Level 2 are competent electrical/mechanical tradespersons and will possess the ability to access, retrieve and edit computer data, use a range of basic test and measurement equipment, assemble, mount and wire equipment for electrical signalling systems, install cables, patrol and maintain cable routes.

In addition, employees at this level will carry out the following activities:

- * Maintaining security structures and amenities;

- * Drawing sketches and reading technical drawings;

- * Installing and maintaining signalling equipment including mechanical points, structures and housings, troughing and track circuit bonds, signalling locking and interlocking devices,;

- * Applying Safe working procedures (Track force).

This is not a comprehensive list and employees at Level 2 will be expected to, assist with general signalling activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

Level 3 -Trade Qualified or Non-Trades Work Group Leader

In addition to the above requirements at Level 2, an employee is also required to perform the activities relating to one of the following streams and apply the competencies listed:

(a) SIGNALS STREAM - based on Trade Qualification (Electrical)

Appendix A

- * Assisting in the maintenance and installation of power operated signalling, points and level crossing equipment;
- * Assisting in the maintenance and installation of train detection systems, signalling power supplies, telemetry control, non-vital signalling systems and track circuit bonds;
- * Working in close proximity to existing and live signalling equipment;
- * Applying Signalling Safe working procedures;
- * Locating underground cables and cable faults;
- * Assisting in maintaining, diagnosing and repairing faults in power operated signalling systems.

(b) SIGNALS STREAM - based on Trade Qualification (Mechanical)

- * Assisting in the installation of mechanical infrastructure for signalling;
- * Assisting in the installation and maintenance of mechanical signalling locking and interlocking devices;
- * Assisting in the repair and adjustment of mechanical signalling equipment and infrastructure;
- * Assisting in the decommissioning of mechanical signalling infrastructure equipment and interlocking equipment from service;
- * Testing equipment and isolate faults;
- * Erecting and mounting structures and housings for signalling equipment;
- * Applying signal safe working procedures.

(c) CONTROL SYSTEMS - based on Trade Qualification

Employees at Level 3 are competent telecommunication tradespersons and will possess the ability to access, retrieve and edit computer data, use a range of basic test and measurement equipment, assemble, mount and wire equipment for communications systems, install cables, patrol and maintain cable routes.

(d) SIGNAL/CIVIL STREAMS - NON TRADE (Work Group Leader)

Employees at this level will be expected to perform all tasks associated with the previous employee levels for which they are competent.

This employee will implement and manage construction or maintenance work

procedures and processes to ensure compliance with appropriate standards. This employee operates under broad direction, utilising a high level of fault finding, problem solving, judgement and decision making skills, and is personally accountable for the certification of work performed under their supervision. Tasks performed at this level require the application of extensive technical knowledge and experience. These tasks are of a critical nature and directly impact upon system integrity. This employee is responsible for planning and organising work activities to accomplish set goals and project objectives.

Work Group Leaders will also plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

Work Group Leaders will lead and develop a team, actively participate in the negotiation of team goals, allocation and completion of team tasks and provide prompt response to accidents and emergency situations.

General skills required for employees at Level 3 include all of the required skills from the previous levels in the relevant stream, as well as the following additional skills:

- * Planning, programming, estimating and tendering for routine engineering works;
- * Analysing work methods and improving work processes;
- * Installing, maintaining and diagnosing and repairing faults in rail infrastructure in a construction environment;
- * Maintain and update certified documentation;
- * Procurement of major infrastructure equipment;
- * Testing and certification of rail infrastructure;

This is not a comprehensive list and employees at Level 3 will be expected to assist with general maintenance activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

Level 4(a) - Signals or Control Systems Technician

Employees at this level will be expected to perform all tasks associated with the previous employee levels for which they are competent.

This employee operates under broad direction, utilising a high level of problem solving, judgement and decision making skills, and is personally accountable for work performed under their supervision. Tasks performed at this level require the application of extensive technical knowledge and

experience. These tasks are of a critical nature and directly impact upon system integrity. This employee is responsible for planning and organising work activities to accomplish set goals and project objectives.

Employees at Level 4 will possess the ability to perform, and actively participate in, basic activities associated with manually handling goods and materials, excavating trenches, application of protective coatings, installation and maintenance of signs and control of vegetation.

This employee will have the proven ability to apply quality procedures, compile routine forms and reports, use basic communication devices and office support equipment, and provide business focused customer service

Employees at Level 4 will plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

Employees at Level 4 will assist in team development, actively participate in the negotiation of team goals, allocation and completion of team tasks and provide prompt response to accidents and emergency situations.

Employees at Level 4 will be competent in one of the following streams:

[Level 4 (a)(i)] Signalling

Employees at Level 4(a)(i) are competent electrical tradespersons and will possess the ability to access, retrieve and edit computer data, use a range of basic test and measurement equipment, assemble, mount and wire equipment for electrical signalling systems, install cables, patrol and maintain cable routes.

General skills required for employees at Level 4 include all of the required skills from the previous Employee Levels, as well as the following additional skills

- * Planning and programming routine engineering works;
- * Analysing work methods and improving work processes;
- * Coordinating a services search;
- * Researching, analysing, using information and Producing technical reports;
- * Installing and maintaining power operated signalling, points and level crossing equipment;
- * Installing and maintaining train detection systems, signalling power supplies, telemetry control, non-vital signalling systems and track circuit bonds;

Appendix A

- * Working in close proximity to existing and live signalling equipment;
- * Applying Signalling Safe working procedures;
- * Locating underground cables and cable;
- * Maintaining, diagnosing and repairing faults in power operated signalling systems to a high level in a maintenance and construction environment;
- * Acting upon an AUSTEL licence where required.

OR

[Level 4 (a)(ii)] Control Systems

Employees at Level 4(a)(ii) are competent telecommunication tradespersons and will possess the ability to access, retrieve and edit computer data, use a range of basic test and measurement equipment, assemble, mount and wire equipment for communications systems, install cables, patrol and maintain cable routes.

General skills required for employees at Level 4 include all of the required skills from the previous Employee Levels, as well as the following additional skills:

- * Installing, maintaining and repairing UHV & VHF base station and mobile units;
- * Installing and maintaining transmission systems together with digital optic fibre and analogue microwave systems;
- * Installing and maintaining train control communications consoles and system, including voice logging equipment;
- * Installing and maintaining point to multi-point radio systems for CTC telemetry and crossing loop radio links;
- * Installing and maintaining communications power supply systems together with emergency generator supplies and solar and battery power plants;
- * Acting upon an AUSTEL licence where required.

This is not a comprehensive list and employees at Level 4 will be expected to assist with general signalling activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

Level 4(b) - Mechanical Tradesperson - Work Group Leader

Employees at this level will be expected to perform all tasks associated with

the previous employee levels for which they are competent.

This employee will implement and manage construction or maintenance work procedures and processes to ensure compliance with appropriate standards. This employee operates under broad direction, utilising a high level of fault finding, problem solving, judgement and decision making skills, and is personally accountable for the certification of work performed under their supervision. Tasks performed at this level require the application of extensive technical knowledge and experience. These tasks are of a critical nature and directly impact upon system integrity. This employee is responsible for planning and organising work activities to accomplish set goals and project objectives.

Employees at Level 4(b) will also possess the ability to perform, and actively participate in, basic activities associated with manually handling goods and materials, excavating trenches, application of protective coatings, installation and maintenance of signs and control of vegetation.

Employees at Level 4(b) will plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

Employees at Level 4(b) will lead and develop a team, actively participate in the negotiation of team goals, allocation and completion of team tasks and provide prompt response to accidents and emergency situations.

General skills required for employees at Level 4(b) include all of the required skills from the previous Employee Levels, as well as the following additional skills:

- * Planning, programming, estimating and tendering for routine engineering works;
- * Analysing work methods and improving work processes;
- * Installing, maintaining and diagnosing and repairing faults in mechanical signalling systems in a construction environment;
- * Maintain and update -certified Signalling documentation;
- * Procurement of major Signalling equipment.

This is not a comprehensive list and employees at Level 4(b) will be expected to assist with general signalling activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

Level 5 - Signals or Control Systems Work Group Leader

Employees at this level will be expected to perform all tasks associated with

the previous employee levels for which they are competent.

This employee will implement and manage construction or maintenance work procedures and processes to ensure compliance with appropriate standards. This employee operates under broad direction, utilising a high level of fault finding, problem solving, judgement and decision making skills, and is personally accountable for the certification of work performed under their supervision. Tasks performed at this level require the application of extensive technical knowledge and experience. These tasks are of a critical nature and directly impact upon system integrity. This employee is responsible for planning and organising work activities to accomplish set goals and project objectives.

Employees at Level 5 will also possess the ability to perform, and actively participate in, basic activities associated with manually handling goods and materials, excavating trenches, application of protective coatings, installation and maintenance of signs and control of vegetation.

Employees at Level 5 will plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

Employees at Level 5 will lead and develop a team, actively participate in the negotiation of team goals, allocation and completion of team tasks and provide prompt response to accidents and emergency situations.

Employees at Level 5 will be competent in one of the following streams:

(a) SIGNALS STREAM

Employees at Level 5 are competent electrical tradespersons and will possess the ability to access, retrieve and edit computer data, use a range of basic test and measurement equipment, assemble, mount and wire equipment for electrical signalling systems, install cables, patrol and maintain cable routes.

General skills required for employees at Level 5 include all of the required skills from the previous Employee Levels, as well as the following additional skills:

- * Planning, programming, estimating and tendering for routine engineering works;
- * Analysing work methods and improving work processes;
- * Installing, maintaining and diagnosing and repairing faults in power operated signalling systems in a construction environment;
- * Maintain and update certified Signalling documentation;

- * Procurement of major Signalling equipment ;
- * Testing and certification of Signalling cables;

OR

(b) CONTROL SYSTEMS

Employees at Level 5 are competent telecommunications tradespersons and will possess the ability to access, retrieve and edit computer data, use a range of basic test and measurement equipment, assemble, mount and wire equipment for communications systems, install cables, patrol and maintain cable routes.

General skills required for employees at Level 5 include all of the required skills from the previous Employee Levels, as well as the following additional skills:

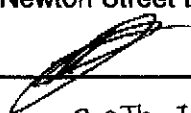

- * Planning, programming, estimating and tendering for routine engineering works;
- * Analysing work methods and improving work processes;
- * Installing, maintaining and diagnosing and repairing faults in communications systems;
- * Maintain and update certified Communications documentation;
- * Procurement of major Communications equipment;
- * Testing and certification of Communications cables.

(c) Mechanical Work Group Leader

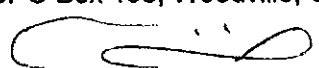
This is not a comprehensive list and employees at Level 5 will be expected to assist with general signalling activities as required, and perform all of the tasks they have been trained (or are competent) to perform.

**Australian Rail Track Corporation
Enterprise Agreement 2017**

Signed for and on behalf of Australian Rail Track Corporation by

Name: Nathan Farr
Position: Acting Executive General Manager People
Address: 20 Newton Street Broadmeadow, NSW 2292
Signature: 
Date: 20th June 2017
Witness: Karen Thomas
Signature: 

Signed for and on behalf of the Australian Rail Tram and Bus Industry Union, SA / NT Branch by

Name: Darren Phillips
Position: Branch Secretary
Address: GPO Box 195, Woodville, SA 5011
Signature: 
Date: 20-06-17
Witness: Justin Paul Fanning
Signature: J. P. Fanning

Signed for and on behalf of the Australian Services Union SA and NT branch by

Name: Joseph Scales
Position: Branch Secretary
Address: 5-9 Rundle Street, Kent Town, SA 5067
Signature: _____
Date: _____
Witness: _____
Signature: _____

Signed for and on behalf of the employees represented by an individual Bargaining Representative by

Name: David Balens
Position: Control Systems Technician
Address: PO Box 10343 Gouger Street, Adelaide, SA 5000
Signature: _____
Date: _____
Witness: _____
Signature: _____

Signed for and on behalf of the employees represented by an individual Bargaining Representative by

Name: Elena Casciano
Position: Team Leader Corporate Business
Address: PO Box 10343 Gouger Street, Adelaide, SA 5000
Signature: _____
Date: _____
Witness: _____
Signature: _____

Signed for and on behalf of the employees represented by an individual Bargaining Representative by

Name: Scott Whillas
Position: Signal Technician (Adelaide)
Address: PO Box 10343 Gouger Street, Adelaide, SA 5000
Signature: _____
Date: _____
Witness: _____
Signature: _____

14 July 2017

Dear Commissioner McKinnon,

Application for Approval of the Australian Rail Track Corporation Enterprise Agreement 2017 (AG2017/2407)

I, Nathan Farr, A/Executive General Manager People, make the following undertaking on behalf of Australian Rail Track Corporation (**Employer**) in relation to the *Australian Rail Track Corporation Enterprise Agreement 2017* (**Agreement**):


1. The Employer undertakes that in reference to clause 10.1.2 of the Agreement, the rates of pay for Network Control employees are as set out below, which is to form **Appendix B - Network Control Employees** of the Agreement.

Appendix B - Network Control Employees

Network Control Classification			
Classification	Year 1*	Year 2*	Year 3*
Trainee	\$91,127	\$92,950	\$94,809
Level 1	\$105,150	\$107,253	\$109,399
Level 2	\$119,164	\$121,548	\$123,979
Level 3	\$133,185	\$135,849	\$138,566
Level 4	\$140,393	\$143,201	\$146,066

**these rates have been adjusted by 2% on the first full pay period on or after the commencement of the new agreement, 12 months after commencement of the new agreement and 24 months after commencement of the new agreement, as per clause 3.2.1*

Signed by Nathan Farr in the presence of


Signature of witness


Nathan Farr

CASSANDRA CARCARY
Print name