

[2021] FWCA 6151

## DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement



**Australian Rail Track Corporation Ltd**  
(AG2021/7381)

### **ARTC ENTERPRISE AGREEMENT 2021**

Rail industry

COMMISSIONER YILMAZ

MELBOURNE, 7 OCTOBER 2021

*Application for approval of the ARTC Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *ARTC Enterprise Agreement 2021* (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 Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement is approved and in accordance with s.54, will operate from 14 October 2021. The nominal expiry date of the Agreement is 13 October 2024.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No:**

AG2021/7381

**Applicant:**

Australian Rail Track Corporation

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Kim Northard, General Manager People and Culture, have the authority given to me by Australian Rail Track Corporation to give the following undertaking with respect to the ARTC Enterprise Agreement 2021 (“the Agreement”):

1. In addition to the definition of a shiftworker at clause 1.1.3, a shiftworker who is a seven-day shiftworker, regularly rostered to work on Sundays and public holidays, or regularly performs permanent night shiftwork, will receive an additional weeks’ annual leave for the purposes of the NES.
2. The minimum Level 1 TRP in clause 3.1.1 is \$49,000 per annum.
3. Casual employees will be provided entitlements in line with clause 11 of the Rail Industry Award 2020. Casual employees will be paid at least 1% more than the Award rates.
4. Clause 4.1.4 is replaced with:  
How much leave can I accrue?  
You will be deemed to have an excessive leave accrual if you have accrued more than eight weeks (ten weeks for shiftworkers) paid annual leave. Excessive leave accruals will be dealt with in accordance with clauses 22.4, 22.5 and 22.6 of the Rail Industry Award 2020.

**Employee Name:** Kim Northard

*Kim Northard*

**Signature**

**Date:** 29 September 2021

Australian Rail Track Corporation (ARTC)

# ARTC Enterprise Agreement 2021

**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 ARTC Enterprise Agreement 2021 ("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 2019;*
- *Australian Rail Track Corporation (NSW) Infrastructure Maintenance Enterprise Agreement 2018;*
- *ARTC (Victoria) Infrastructure Enterprise Agreement 2018;*
- *ARTC SA/WA Infrastructure Maintenance Enterprise Agreement 2021.*

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 Group Executive, General Manager or Manager.

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

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'General Manager' means a position in stratum 4 of ARTC's organisation structure (this includes all positions which have "General Manager" in the title or equivalent positions and report directly to a Group Executive or equivalent.

'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 or equivalent

'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' includes 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.

'Rostered employee' includes an employee who performs 'rostered work'

'Rostered work' means work performed on a pre-planned rostered basis, which includes ordinary working time involving shifts and/or weekends and public holidays.

'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

## General

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* 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.

## **2. How We Will Work**

### **2.1 EMPLOYMENT CATEGORIES**

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

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

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

Specified-term contracts may be offered by ARTC to employees whose total remuneration package is greater than \$118,988 (set for the life 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.

Rostered employees or Shiftworkers ordinary hours are 152 hours over a four-week period unless otherwise specified in this Agreement.

### **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, specified-term or specified-project 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.

## **2.3 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 to a new 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

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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 I am a rostered employee or shiftworker, what are my ordinary hours of work?**

If you are a rostered employee or shiftworker your ordinary hours of work will be an average of 152 hours over a four-week period and may consist of a combination of weekday, afternoon, night, weekend and public holiday shifts.

TRP's are inclusive of all shift, weekend and public holiday penalties. Overtime penalties will apply in accordance with clause 3.3 of this Agreement.

This clause will not apply to employees at level 1.

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For the avoidance of doubt, this clause does not apply to employees covered by section 9 – Infrastructure employees and section 10 – Network Control employees, of this Agreement.

### **2.5.3 Am I entitled to rostered days off?**

If your total remuneration package is equal to or less than \$86,664 (adjusted annually as per clause 3.2). 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.

### **2.5.4 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.

### **2.5.5 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.

### **2.5.6 Can my hours or days of work be reduced?**

During a time of crisis ARTC may direct you to work a reduced number of hours or days per week in circumstances where changes to the business are attributable to the crisis or government initiatives / directions.

The following measures will apply:

- Consultation in line with clause 7.1.1.10 will occur; and
- the period of time the arrangement will operate for will be specified, with the ability to extend the period by agreement.

### **3 Remuneration and Related**

#### **3.1 SALARY**

##### **3.1.1 What is included in my Total Remuneration Package?**

Upon commencement of the new agreement:

<b>Salary Level</b>	<b>Total Remuneration Package (TRP)</b>
<b>Level 1</b>	<b>\$45,841 - \$57,940</b>
<b>Level 2</b>	<b>\$57,941 - \$71,997</b>
<b>Level 3</b>	<b>\$71,998 - \$87,060</b>
<b>Level 4</b>	<b>\$87,061 - \$103,050</b>
<b>Level 5</b>	<b>\$103,051 - \$119,531</b>

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.

If you are a Rostered employee, please refer to clause 2.5.2 of this Agreement for your additional TRP inclusions.

#### **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 the commencement of the new Agreement
- 24 months after the 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 \$86,664 (adjusted annually as per clause 3.2) 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 \$118,988 (adjusted annually as per clause 3.2) 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 \$118,988 (adjusted annually as per clause 3.2) 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 \$27.61 per rostered day or shift, or \$55.22 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 increase in line with the salary increases specified in clause 3.2.1 as detailed below:

<b>Allowance type</b>	<b>On commencement of new agreement</b>	<b>12 months after commencement</b>	<b>24 months after commencement</b>
On-call day	\$27.61	\$28.16	\$28.73
On-call day and night	\$55.22	\$56.33	\$57.45

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

If your TRP is less than \$118,988 (adjusted annually as per clause 3.2) and you are recalled to work, you will be paid for the call-out for



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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 \$118,988 (adjusted annually as per clause 3.2)) 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 four weeks annual leave per year.

#### **4.1.2 I work weekends, do I get additional annual leave?**

You will be eligible for an additional week's leave if you are either:

- a) 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.

OR

- b) a seven day shiftworker (as defined in clause 1.1.3)

#### **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) up to eight weeks (ten weeks for shiftworkers) annual leave. If you wish to accrue more than eight weeks (ten weeks for shiftworkers) 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.

#### **4.1.10 Can I take my annual leave at half pay?**

Agreement may be reached between you and your manager which enables you to take twice as much annual leave on half pay.

Any agreement to take twice as much annual leave at half pay will be recorded in writing and retained as an employee record.

You will continue to accrue annual leave at your ordinary hours for the period of annual leave on half pay.

## **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/carer leave used?**

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

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

#### **4.2.6 What about sick leave?**

In addition to your personal/carer leave entitlement, you are also entitled to additional sick leave if you have a long-term illness or injury subject to clause 4.2.8. Your additional sick leave entitlement will become available when all of your personal/carer leave entitlement has been used.

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

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

To access leave under this clause, you must provide a medical certificate that demonstrates you will be absent from work due to an identified persistent or recurring long-term illness or injury

After utilising 6 weeks of this leave and following consultation with your treating doctor where permitted, ARTC may require you to attend an Independent Medical Examination (IME) with a medical practitioner. Where an IME is required, ARTC will provide you with a choice of 2 medical practitioners, where location and medical specialisation permit, to select from. The purpose of the IME is to understand how ARTC may assist your gradual return to work, should this be a possibility, assist ARTC with workforce planning for your role should you require extended leave and to support ARTC meet our obligations under the National Standard for Health Assessment of Rail Safety Workers.

Your entitlement to leave under this clause will endure for the period of absence indicated in medical certificates provided to ARTC or as determined by the independent medical practitioner. However, should the medical evidence confirm you will be unable

to return to work, your employment may be terminated. ARTC will not terminate your employment under this clause for a long-term illness or injury causing an absence of less than six months unless otherwise agreed with you.

If medical evidence indicates there is a high likelihood you will be able to return to work unrestricted in your substantive role following six months of absence, additional leave will be granted.

Upon your return to work after accessing this leave, if your accrued personal/carer leave is zero, your balance will be increased to 3 days personal/carer leave to ensure you have access to personal/carer leave, if required, prior to your yearly entitlement becoming available.

Should your employment be terminated in accordance with this clause, you will receive the applicable termination notice or payment in lieu as per the National Employment Standards.

#### **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.

To access paid or unpaid parental leave you must provide evidence consistent with ARTC's Leave Policy, as amended from time to time.

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For the avoidance of any doubt, this policy is not incorporated into the agreement.

### **4.6.2 Who is entitled to paid parental leave – primary carer?**

Upon completion of 40 weeks continuous full or part time service, (at the time of expected start of commencement of leave) Employees are entitled to up to **14** weeks paid parental leave on **full pay** (28 weeks half pay).

Employees must be the Primary Carer of the child to be entitled to the Primary Carer entitlement.

This leave cannot commence later than 6 months after the birth of the child.

This leave will be reduced by any period of Secondary Carer's leave already taken by the Employee in relation to the birth.

### **4.6.3 Who is entitled to paid parental leave – secondary carer?**

Upon completion of 40 weeks continuous full or part time service, (at the time of the birth) an Employee whose spouse or partner of the person with primary carer responsibility for the care of the child is entitled to up to 4 weeks' paid parental, in order to support their partner. This leave is to commence within 1 week of the birth.

### **4.6.4 Who is entitled to paid parental leave - stillbirth?**

Employees eligible for unpaid and paid parental leave as outlined above remain entitled to each type of leave in the case of a Stillbirth.

### **4.6.5 Who is entitled to paid adoption leave?**

Upon completion of 40 weeks continuous full or part time service, (at the time of expected start of commencement of leave) Employees are entitled to up to **14** weeks paid Parental leave on full pay (28 weeks half pay), upon the adoption of an eligible child.

Up to two days unpaid pre-adoption leave is available where other accrued leave is exhausted, for an Employee to attend interviews or examinations required to obtain approval to adopt an eligible 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 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.

### **4.7.5 Family and Domestic Violence Leave**

ARTC is committed to supporting employees who are affected by domestic and family violence. Paid leave will be provided to employees who are victims of domestic violence and require time off work for medical and legal assistance, court appearances, counselling and relocation or to make other safety arrangements.

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Up to (10) days per calendar year will be available to be used in these circumstances.

All applications for Family and Domestic Violence leave will be managed in a confidential manner and in accordance 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.

### **4.7.6 Pandemic Leave**

You will be entitled to take up to 2 week's unpaid leave if you are required by the government, medical authorities or on the advice of a medical practitioner you are prevented from working in your role in response to such measures taken by Government or medical authorities in response to a pandemic or crisis. If you are advised by your medical practitioner during a crisis or pandemic that you are unable to perform your usual duties, you are required to provide a medical certificate stating the reason the leave is being taken is for a reason listed above.

You will be able to choose to use this unpaid leave entitlement prior to accessing your paid leave entitlements if you wish to do so.

This leave does not affect any other paid or unpaid leave entitlement and counts as service for the purposes of entitlements under this Agreement and the *National Employment Standards*.

You may, with agreement with your manager, take more than 2 weeks' unpaid pandemic leave.

## **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?**

Laundrying 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.

### **6.2 UNION DELEGATES**

#### **6.2.1 Will ARTC recognise Union delegates?**

ARTC recognise Union delegates have a role to play within the workplace and will permit such delegates to perform their role without discrimination. That role is not to co-manage or hinder the efficient operation of the workplace.

The Unions will notify ARTC of their elected Union delegates to assist the facilitation of this clause.

This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement and ARTC policy and procedures.

### **6.2.2 I am a Union Delegate; can I undertake trade union training?**

ARTC will provide delegates with paid time off at the ordinary base rate of pay to acquire workplace relations knowledge and competencies intended to enable delegates to effectively participate in consultative structures, perform a representative role within the workplace and further the effective operation of the dispute settlement procedure. Paid time off will only be granted for attendance at approved courses that provide training specifically related to being a Union delegate.

Unions will identify training course content and provide to ARTC to ensure consistency with our policies and procedures. Unions will ensure that all training is delivered by appropriately qualified trainers. Unions will fund all costs associated with the development and delivery of workplace relations training programs.

Upon written application, employee delegates may be granted Union training leave totaling no more than 12 days paid leave to be shared between all the employee delegates in a calendar year (1 January to 31 December), provided that the delegates can be released from work, pending the operational requirements of ARTC. The Unions will provide ARTC a minimum of 28 days' notice of a proposed training course and provide details on the course content, location, dates, time and duration.

You may be required to satisfy ARTC of attendance at the course to qualify for payments of leave. Employee delegates granted leave pursuant to this clause must inform ARTC of the nature of the course attended and their learnings on it.

ARTC will not be liable for any additional costs (other than payment of wages at the ordinary base rate of pay) to the delegate whilst they are on leave.

Upon request and subject to approval pending operational requirements, delegates may be granted unpaid leave to attend Executive meetings, management committee meetings and union conferences.

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## **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;

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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



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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

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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 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

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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

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- 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 six (6) 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.

## Infrastructure Services Employees

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. These rates are inclusive of the increase specified in clause 3.2.1.

Level	Classification Description	Upon Commencement	12 months after commencement	24 months after commencement
Level 1.1	Entry Level	\$59,229	\$60,414	\$61,623
Level 1.2	Non-Trade	\$63,435	\$64,704	\$65,999
Level 1.3	Non-Trade	\$67,934	\$69,293	\$70,679
Level 2.0	Non-Trades/Base Trade	\$72,645	\$74,098	\$75,580
Level 3.0	Work Group Leader (Non-Trades) Maintainer/Technician (Signals/Control Systems) Mechanical Tradesperson Signals (Experienced)	\$78,399	\$79,967	\$81,567
Level 4.0	Maintainer/Technician (Signals/Control Systems) Mechanical tradesperson Signals – Work Group Leader	\$94,877	\$96,775	\$98,711
Level 4A	Signal / Communication Technician	\$97,723	\$99,678	\$101,672
Level 5.0	Maintainer/Technician – Work Group Leader (Signals/Control Systems / Mechanical)	\$102,176	\$104,220	\$106,305
Level 5A	Signal / Communication Work Group Leader	\$105,240	\$107,345	\$109,492

### 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%

Adult Year 1 and Year 2 apprentices will be paid at the following rates:

Year	On commencement	12 months after commencement	24 months after commencement
Year 1	\$42,831	\$43,688	\$44,562
Year 2	\$48,672	\$49,646	\$50,639

### 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 \$27.61 per night or \$55.22 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 increase in line with the salary increases specified in clause 3.2.1 as detailed below:

Allowance type	On commencement	12 months after commencement	24 months after commencement
On-call day	\$27.61	\$28.16	\$28.73
On-call day and night	\$55.22	\$56.33	\$57.45

**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:

## Infrastructure Services Employees

Breakfast	\$24.30
Lunch	\$27.61
Dinner	\$48.58
Accommodation	\$98.28

as a total payment of \$198.77, or:

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

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	\$24.30	\$24.78	\$25.28
Lunch	\$27.61	\$28.16	\$28.73
Dinner	\$48.58	\$49.55	\$50.55
Accommodation	\$98.28	\$100.24	\$102.25
Total	\$198.77	\$202.74	\$206.80

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.
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.

## **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
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?

If you are a Network Controller, you will be employed under one of the following classifications and receive the specified TRP which is inclusive of the increase specified in clause 3.2.1.

Classification	Upon commencement	12 months after commencement	24 months after commencement
Trainee	\$99,091	\$101,073	\$103,095
Level 1	\$114,339	\$116,626	\$118,959
Level 2	\$129,578	\$132,170	\$134,814
Level 3	\$144,824	\$147,721	\$150,676
Level 3A	\$152,663	\$155,717	\$158,832

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, how may I progress through the Classification Structure?

Advancement between levels of Network Controller will be through a combination of training, demonstrated competence and promotion on individual merits. Following satisfactory completion of ARTC's training period, under normal arrangements, the completion of a minimum of twelve months proficient and competent service will be necessary at each level in conjunction with progression criteria

## Network Control Employees

having been satisfactorily met, for progression between Network Controller 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 average of 38 hours per week.
2. Rotating link lines of rostered working
3. 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 must be reviewed by Network Control Employees for endorsement by the majority of affected employees.

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

A Working Roster is then compiled by the Network Control Rosterer's.

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

## Network Control Employees

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 8.25 hour shifts inclusive of a 15-minute hand-over at the start of each shift. By mutual agreement between the majority of the employees affected and ARTC, shift length can be increased up to 12 hours inclusive of a 15-minute handover.

## **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?**

Full-time Network Control Employees who are shift workers are entitled to 5 weeks annual leave per year. Annual leave will be paid in accordance with the NES.

## Network Control Employees

Annual Leave will be deducted in accordance with the days that would have been rostered as per the agreed Master Roster. 7.6 hours of annual leave will be debited for each shift that would have otherwise been worked. Public Holidays that fall in the period of annual leave will reduce the leave deduction by one days leave per public holiday. This is on the basis of a roster cycle average 38 hours per week.

Network Control Employees who are shift workers will have annual leave deductions adjusted, so that the employee receives 5 weeks annual leave each year. Employees will be credited with sufficient additional annual leave hours to ensure that the entitlement is the equivalent of 5 weeks leave.

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 Rosterer's 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 to minimise costs to ARTC. In the event of

## Network Control Employees

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;
- \* Provide business focussed customer service;

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- \* 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 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

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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 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.



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### (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)

- \* 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;

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- \* 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

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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

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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;
- \* 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**

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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 system's 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

## Appendix A

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 4A Signal / Communication Technician**

Employees at Level 4A 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 4A 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 and communications and wayside equipment;

## Appendix A

- \* Installing and maintaining train detection systems, signalling power supplies, communication and wayside systems, telemetry control, non-vital signalling systems and track circuit bonds;
- \* Working in close proximity to existing and live signalling, communications and wayside equipment;
- \* Applying Signalling, Communications and Wayside Safe working procedures;
- \* Locating underground cables and cable;
- \* Maintaining, diagnosing and repairing faults in power operated signalling, communications and wayside systems to a high level in a maintenance and construction environment;
- \* Acting upon an AUSTEL licence where required.

### **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.

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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;



## Appendix A

- \* 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.

### **Level 5A – Signal / Communication 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 5A 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 5A will plan and organise personal work activities and assume responsibility and control of controlled documentation associated with their duties.

Employees at Level 5A 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 5A 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 5A 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

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works;

- \* Analysing work methods and improving work processes;
- \* Installing, maintaining and diagnosing and repairing faults in power operated signalling, communication and wayside systems in a construction environment;
- \* Maintain and update certified Signalling, Communications and Wayside documentation;
- \* Procurement of major Signalling, Communication and Wayside equipment ;
- \* Testing and certification of Signalling cables;

## ARTC Enterprise Agreement 2021

### For Australian Rail Track Corporation Limited (ARTC):

As General Manager People and Culture I am authorised to sign this Agreement on behalf of the ARTC

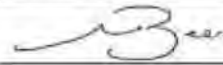
Name in full: Kim Northard

Address: Level 16, 180 Ann Street Brisbane QLD 4000

Signature: Kim Northard

Date: 06/09/2021

Witness: Merrilyn Beer

Signature: 

Position: Employment Relations Analyst

### For the Australian Rail Tram and Bus Industry Union – SA & NT branch

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: DARREN BRETT PHILLIPS

Position: BRANCH SECRETARY

Address: 63 LEDGER ROAD BEVERLEY SA

Signature: 

Date: 06-09-21

Witness: MARIA LUISA GAPAC

Signature: 

**For the Australian Services Union – SA & NT branch**

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: Abbie Spencer

Position: Branch Secretary

Address: 41 King William Road, UNLEY SA 5061

Signature: 

Date: 06/09/2021

Witness: Scott Cowen

Signature: 

**For the Professionals Australia**

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

**For the Australian Services Union – SA & NT branch**

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

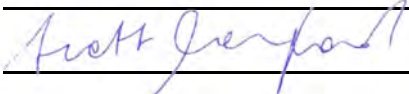
**For the Professionals Australia**

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: Scott Crawford

Position: Director - Victoria

Address: 152 Miller Street, West Melbourne VIC 3003

Signature: 

Date: 7 September 2021

Witness: Michelle Segal

Signature: Michelle Segal

## IN THE FAIR WORK COMMISSION

**FWC Matter No:**

AG2021/7381

**Applicant:**

Australian Rail Track Corporation

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Kim Northard, General Manager People and Culture, have the authority given to me by Australian Rail Track Corporation to give the following undertaking with respect to the ARTC Enterprise Agreement 2021 (“the Agreement”):

1. In addition to the definition of a shiftworker at clause 1.1.3, a shiftworker who is a seven-day shiftworker, regularly rostered to work on Sundays and public holidays, or regularly performs permanent night shiftwork, will receive an additional weeks’ annual leave for the purposes of the NES.
2. The minimum Level 1 TRP in clause 3.1.1 is \$49,000 per annum.
3. Casual employees will be provided entitlements in line with clause 11 of the Rail Industry Award 2020. Casual employees will be paid at least 1% more than the Award rates.
4. Clause 4.1.4 is replaced with:  
How much leave can I accrue?  
You will be deemed to have an excessive leave accrual if you have accrued more than eight weeks (ten weeks for shiftworkers) paid annual leave. Excessive leave accruals will be dealt with in accordance with clauses 22.4, 22.5 and 22.6 of the Rail Industry Award 2020.

**Employee Name:** Kim Northard

*Kim Northard*

**Signature**

**Date:** 29 September 2021