



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australian Rail Track Corporation Ltd

(AG2013/2734)

**ARTC SOUTH AUSTRALIA / WESTERN AUSTRALIA
INFRASTRUCTURE MAINTENANCE ENTERPRISE AGREEMENT
2013**

Rail industry

COMMISSIONER CARGILL

SYDNEY, 18 SEPTEMBER 2013

Application for approval of the ARTC South Australia / Western Australia Infrastructure Maintenance Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the ARTC South Australia / Western Australia Infrastructure Maintenance Enterprise Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the *Act*) by Australian Rail Track Corporation Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the Australian Rail, Tram and Bus Industry Union (RTBU), each being a bargaining representative for the Agreement, have given notice under s.183 of the *Act* that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers each organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 25 September 2013. The nominal expiry date is three (3) years from that date.

COMMISSIONER

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Australian Rail Track Corporation

**ARTC South Australia / Western
Australia Infrastructure Maintenance
Enterprise Agreement 2013**

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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 South Australia / Western Australia Infrastructure Maintenance Enterprise Agreement 2013* ("Agreement").

1.1.2 Who is covered by this Agreement?

You are covered by this Agreement if you are an Infrastructure Maintenance employee of Australian Rail Track Corporation (ARTC) employed in one of the classifications listed in clauses 3.1.2.1, 3.1.2.2 or 3.1.2.3 of this Agreement and your designated work location is within South Australia or Western Australia.

If you are covered, the Agreement provides remuneration and working conditions, in conjunction with ARTC's Human Resources Policies, to regulate your employment conditions.

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

1.1.3 Who is bound by this Agreement?

This Agreement will be binding upon ARTC, all employees whether members of an organisation of employees listed below or not, engaged in any of the classifications/occupations/levels referred to in clause 3.1.1 and the following organisations of employees listed below, subject to their application:

- Australian Rail Tram and Bus Industry Union South Australia and Northern Territory Branch; and
- Australian Rail Tram and Bus Industry Union West Australian Branch; and
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, South Australian Branch.

1.1.4 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 provisioning centre or other location you are appointed to and where you are ordinarily expected to report for duty.

'Employee' means an employee of Australian Rail Track Corporation whose designated work location is within South Australia or Western Australia and who satisfies clause 1.1.2 of this Agreement.

'House Rules' means the ARTC Code of Conduct.

'National Employment Standards' means the minimum employment standards as contained in the *Fair Work Act 2009*.

'Nominal Salary' means an employee's Total Annual Remuneration Package (TRP), less the applicable superannuation guarantee contribution component.

'Roster Cycle' means the designated period over which work is arranged.

'Rostered Employee' means an employee who performs 'Rostered Work'.

'Rostered Day Off' is a non-working day derived through sufficient accumulation of ordinary work time as per clause 2.10.1 of this Agreement.

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

'Suitable Evidence' means a medical certificate or statutory declaration to substantiate evidence of a personal illness or injury.

'TRP' means Total annual Remuneration Package, as described in clause 3.1.3

'This Agreement' means ARTC South Australia / Western Australia Infrastructure Maintenance Enterprise Agreement 2013.

'Union' means an organisation of the employees as listed at clause 1.1.3 of this Agreement.

1.2 DURATION OF AGREEMENT

1.2.1 What is the duration 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.

1.3 OBJECTIVES AND OBLIGATIONS UNDER THIS AGREEMENT

1.3.1 What are the main objectives of this Agreement?

The main objectives of this Agreement are:

- To promote the growth, efficiency and effectiveness of the rail industry as a competitive, value-added segment of the national land transport logistics network;
- To promote an efficient and safe working environment;
- To enhance the value of ARTC through being a competitive, flexible and innovative company;
- To provide a workplace that promotes real gains in productivity, efficiency and flexibility; and
- To establish a workplace which enables variety, skills and job security for employees by:
 - Developing and maintaining a workplace which encourages and facilitates teamwork, personal and job skill enhancement to achieve the company's objectives;
 - Promoting efficient and effective delivery of services to ARTC's customers;
 - Implementing change through constructive consultation to ensure a profitable, competitive and efficient operation;

- Providing employees with competitive marketplace-based remuneration.
- Enhancing the skill base of the workforce including, where appropriate, through the implementation of a nationally recognised competency based training and career progression system; and
- Achieving continuous improvement in the operations and service delivery of ARTC.

It is also recognised that it is ARTC's right to direct an employee to carry out such duties as are within the scope of the employee's skill, competence and training.

1.3.2 What are my obligations?

You will:

- Act as an integral and professional member of the entire team 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;
- Fully participate in relevant joint problem solving exercises at the workplace;
- Act ethically, constructively and co-operatively with employees, customers and business associates of Australian Rail Track Corporation; and
- Work safely, in consideration of the health and safety of yourself and others.

1.3.3 What is the Commitment to Improving Productivity, Efficiency and Flexibility?

Through the ongoing exercise of work group restructuring, the parties to this Agreement are committed to the need to continually develop further flexibility over the functions performed at the ARTC facilities, consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence, training and classification.

The commitment extends to the individual employees performing tasks which, while primarily involving the skill of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence. Furthermore, any such commitment to provide productivity, efficiency and flexibility will not promote deskilling of an employee.

Arrangements made to accommodate flexible working practices arising from the provisions of the Agreement between ARTC and section or sections of employees shall be recorded in individual Working Conditions Agreements. The Working Conditions Agreements shall reflect such practices established by consultation and be subject to change only by further consultation and agreement between ARTC and section or sections of employees.

Pursuant to s202(4) of the Fair Work Act 2009, the model flexibility term prescribed by the *Fair Work Regulations* is taken to be a term of the Agreement.

2. How We Will Work

2.1 PAYMENT OF SALARY

2.1.1 When will I be paid?

You will be paid fortnightly in arrears. Moving to a fortnightly pay cycle will commence 3 months post certification of approval of this Agreement by the Fair Work Commission, to provide employees sufficient time to prepare for the change in moving to a fortnightly pay cycle. ARTC will confirm in writing to you the specific date the change will take effect. If you are employed by ARTC under the terms of this Agreement when the Agreement is approved by the Fair Work Commission and in the instance you are suffering from financial difficulty with the move to a fortnightly pay cycle, you will notify ARTC of this fact within seven (7) days after receiving the change notification.

ARTC agrees to pay to employees covered by this Agreement, one week's ordinary salary to an employee who requests such amount, as a once off loan payment. If you receive such payment you will agree in writing to repay the amount in full over 6 pay periods, commencing from the first full pay period after receiving such payment.

2.1.2 How will I be paid?

ARTC will electronically pay you directly into your bank account. When commencing employment, you are required to nominate an account number to enable us to make payment to you into your bank account.

2.2 EMPLOYMENT CATEGORIES

2.2.1 What categories of employment could I be employed under in this Agreement?

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in the Agreement.

2.3 What provisions relate to casual employment?

A casual employee is to be one engaged and paid as such. Workers employed on a casual basis are engaged on an hourly contract of service.

2.3.1 What will I be paid if I am a casual employee?

A casual employee for working ordinary time shall be paid per hour 1/38 of the prescribed actual weekly rate for the work performed, plus 25%. A casual employee is not entitled to any paid leave benefits under this Agreement including annual holidays, sick leave, bereavement leave, public or additional holidays, or any redundancy or severance payments.

2.4 What probationary period is applicable to my employment?

The employment of all full-time and part-time personnel will be subject to a three (3) month probationary period.

Furthermore, you will be advised of the standards of performance and conduct expected.

During the probationary period, you will be provided with feedback concerning your employment, which shall be given by your supervisor/local manager during or on completion of the first six weeks.

Where your performance is satisfactory and employment continues beyond the three-month probationary period, you will have your entitlements accrue from the date of your commencement.

2.4.1 What happens if ARTC is dissatisfied with my employment during my probationary period?

Where ARTC is dissatisfied with your employment, you will be given the opportunity to improve your performance, conduct or behaviour. If ARTC is dissatisfied with your employment following feedback and reasonable opportunities to improve performance, conduct or behaviour, your employment will cease at the end of the probation period, unless it is terminated earlier in accordance with the appropriate clauses of this Agreement. The reason/s for termination will be recorded.

During the review of the unsatisfactory performance, conduct or behaviour, you may request to be represented by an employee representative.

2.5 NEW EMPLOYEES

2.5.1 What is ARTC's Induction Process?

ARTC will conduct inductions in order that employees are made familiar with the work at hand and to ensure that prospective employees are familiar with ARTC's operations and our methods of work.

Aspects to be outlined to new employees at induction courses will include but will not be limited to:

- ARTC's history and objectives
- ARTC's safety standards, relevant legislation, codes of practice and rehabilitation policy.
- Familiarisation with adherence to the terms of this Agreement governing employee's contract of employment;
- Cooperative objectives regarding goals that ARTC sets for its projects;
- Outline of the House Rules, including disciplinary procedures.

2.5.2 What are my duties as an employee at ARTC?

You will perform such work as ARTC shall, from time to time, reasonably require, provided you have been trained to the level of skill required to perform such duties and have been evaluated to have the appropriate skills. Where training is required to enable you to undertake any varied duties, you will undertake such training within the classification structure of this Agreement.

2.5.3 What is Abandonment of Employment?

The absence of any employee from work for a continuous period exceeding five (5) working days without the consent of ARTC and/or without notification to ARTC, will be prima facie evidence that the employee has abandoned his/her employment. ARTC will maintain a record of attempts made to contact the employee in these circumstances.

2.5.4 What if I am unable to notify ARTC of an absence due to unforeseen circumstances?

In the event you are unable to notify ARTC of your absence due to unforeseen hospitalisation or similar causes, you will be given the opportunity to explain the reason for a specialised absence which may lead to reinstatement.

2.6 TERMINATION OF EMPLOYMENT

2.6.1 What if my employment is to be terminated?

Except as provided in clause 2.6.2 of this Agreement, an employee who has been continuously employed for four weeks or longer will not, without the approval of ARTC, leave the service of ARTC until the expiration of one weeks' notice of the employee's intention to do so.

2.6.2 What notice periods apply in relation to the termination of my employment?

In order to terminate the employment of an employee, ARTC must comply with either of the following requirements:

Provide the employee the period of notice set out in 2.6.2.1 and 2.6.2.2 or compensation instead of notice, or;

Terminate the employee due to serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require ARTC to continue the employment during the notice period.

2.6.2.1 What is the required period of notice?

The required period of notice is first calculated using this table:

Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

2.6.2.2 Will the period of notice be increased if I am over 45 years old and have completed at least 2 years continuous service?

Yes. The period of notice is increased by one week if you are over 45 years old and have completed at least 2 years of continuous service with ARTC.

2.6.3 How is the period of continuous service ascertained?

Continuous service shall be calculated under clause 4.1.7 for the purpose of clause 2.6.2.

2.6.4 Can I receive payment in lieu of notice?

Yes. The amount of payment in lieu of notice will not be less than the total of the all-purpose amounts that, if your employment had continued until the end of the required period of notice, ARTC would have become liable to pay to you because of the employment continuing during that period: provided that where both parties agree to a lesser period of notice, no payment shall be due for the agreed reduction of notice.

2.6.5 How is payment in lieu of notice calculated?

The total payment in lieu of notice must be worked out on the basis of:

- 2.6.5 (i) the employee's ordinary hours of work (even if they are not standard hours); and
- 2.6.5 (ii) the amounts payable to the employees in respect of those hours, including, where applicable, allowances, and penalties; and
- 2.6.5 (iii) any other amounts specified in this Agreement and payable under the employees' contract of employment.

2.7 REDUNDANCY PAY

2.7.1 What entitlement will I receive if my position is made redundant?

If your position is made redundant, you will receive a severance payment of 2.5 weeks for each complete year of service, to a maximum of 30 weeks in both voluntary and involuntary redundancy situations. Payments are calculated on the TRP at the time of termination. If you have at least 1 year's continuous service, but less than 2 years, you will be entitled to a severance payment of 4 weeks in accordance with the provisions of the National Employment Standards.

You will also receive payment for the following:

- unused accrued annual leave
- pro-rata unused long service leave according to the provisions of this Agreement.

The above payments will not be offset against accumulated superannuation benefits, which will be available in accordance with the trust deeds of the relevant Superannuation Fund.

2.7.2 What other entitlements apply to me in a redundancy situation?

ARTC will provide to you the following services in a redundancy situation:

- Outplacement services, counselling and assistance including advice on all entitlements, independent financial planning guidance, assistance to plan lifestyle and career strategies and assistance with job search techniques and interview skills;

- Reasonable paid leave will be provided to a redundant employee to attend job interviews. You will at the request of ARTC, produce proof of attendance at an interview.
- If you were to pass away within the notice period of termination for reasons of redundancy and you have a period of eligible service which would have entitled you to redundancy pay, such redundancy pay entitlement shall be paid to your estate.

2.8 TRANSFER OF BUSINESS

2.8.1 What happens in a Transfer of Business situation?

Where the business is transferred from ARTC (in this subclause called the transferrer) to another employer (in this subclause called the transferee) and an employee who at the time of such transfer was an employee of the transferrer in that business becomes an employee of the transferee:

- the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer; and
- the period of employment which the employee has had with the transferrer shall be deemed to be service of the employee with the transferee.

In this subclause, business includes trade, process, business or occupation and includes part of any such business. Transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transfer has a corresponding meaning.

2.9 APPRENTICES

2.9.1 What provisions apply to me as an Apprentice?

The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. In South Australia this is the Accreditation and Registration Council.

2.9.2 What apprenticeship trades are applicable under this Agreement?

Subject to the provisions of subclause 2.9.1 an apprenticeship may be undertaken in any of the following trades:

- (1) Engineering Tradesperson (Mechanical).
- (2) Engineering Tradesperson (Fabrication).

When at any time ARTC has a need to enter into a contract of training with a person, the apprenticeship and training (will insofar as the *Fair Work Act 2009*, as amended allows), be in accordance with the requirements of the Apprenticeship Authority or State legislation.

2.10 HOURS OF WORK

2.10.1 What are my ordinary hours of work over a 28 day period?

If you are a full-time employee, you will be rostered to work an average of 152 hours over 28 days. The span of ordinary hours is from 0600 to 1800 Monday to Friday (inclusive), except where rostered according to clause 2.11. Where, by mutual agreement, you commence your shift between 0430 and 0600, penalties will not apply.

Your hours of work will be continuous on any 1 day, excluding your meal breaks.

2.10.2 Am I entitled to rostered days off?

Yes, you may work your ordinary hours so that you get 1 rostered day off (RDO) each 4 weeks on a day subject to agreement with your manager.

Your RDO will be rostered adjacent to other non-working days, subject to ARTC's business requirements.

2.10.3 What if I am required to work on my RDO?

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

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

Yes. You may accumulate a maximum of 3 RDO's in any 1 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.

2.11 ROSTERING

2.11.1 Can ARTC roster me to work afternoons, nights, weekends and public holidays?

Yes. You may be required to work to a roster that is outside the hours of 0600 to 1800, Monday to Friday.

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

Yes. ARTC's business requirements may mean that you will be rostered to work away from your home location.

2.11.3 Will I be consulted about my roster?

Yes. ARTC will draft, discuss and implement your roster through consultation at a local level prior to the posting of your roster. Consultation will take account of personal circumstances, balanced with equitable sharing and business needs.

Rosters will be posted 21 days in advance and will only change in an emergency or in unforeseen circumstances. You will be consulted about any changes to your roster. The maximum number of times your shift can be changed is 3 shifts in a 28 day period.

Your rosters will take account of:

- Ordinary shifts to be worked by an employee will be of a maximum length of 12 hours;
- The maximum number of consecutive 12 hour shifts that may be rostered is 4;
- Ordinary shifts to be worked by an employee will be of a minimum length of 6 hours;
- Except by mutual agreement, you will not be rostered to work more than 2 weekends in any 28 day period (for the purposes of this

clause only, 'weekend' means either a Saturday, a Sunday or both Saturday and Sunday);

- The maximum number of consecutive shifts you may be required to work is 14. In order to meet operational requirements, you may be rostered to work in locations that require performance of a 14/7 roster, which is comprised of 14 ordinary shifts. In this instance, your hours of work will be averaged over a three (3) month cycle, equivalent to 456 hours over 84 days.
- Weekend rosters will take consideration of available competencies and volunteers;
- You will not be rostered to work within 10 hours of finishing your last shift;

ARTC's rostering will be based on fatigue management principles which:

- Address the opportunity for quantity and quality of sleep, particularly the 'time of day' effect;
- Ensure the number of consecutive shifts (in particular night shifts), shift lengths and roster periods between shifts are considered in roster compilation; and,
- Understand that you have a need to balance the competing requirements of your job with your social and home life.

2.12 MEAL BREAKS

2.12.1 What meal breaks am I entitled to?

You will be rostered for an unpaid meal break of not less than 30 minutes during the course of an 8 hour shift, provided that it does not interfere with operational requirements. Where an unpaid meal break is provided, you should not be required, where practical, to work more than 5 hours without a break.

2.12.2 What other rest breaks am I entitled to?

If you work greater than 10 hours you will be allowed a rest break of 20 minutes without deduction of pay. A further 20 minute paid rest break will be provided after each subsequent 4 hour period. The rest break will be organised to ensure continuity of operations.

2.13 NOTICE

2.13.1 What period of notice applies where I am required to work at a location other than my usual place of work?

In the situation you are required to commence work at a location other than your usual place of commencing work, in the case of programmed work, you will be provided with a minimum of one week's notice of such requirement. For urgent work, a minimum of 48 hours' notice and in the event of derailment or emergency attendance to restore service, every endeavour will be made to provide at least 48 hours' notice except where it is not possible to do so.

With respect to sub-clause 2.13.1 the parties agree to regularly monitor the application of these provisions through the consultative committee to ensure the intentions of the parties are observed.

2.14 ALLOWANCES

2.14.1 On-Call / Call Out

2.14.1.1 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, volunteers and fatigue management principles.

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

If you are required by ARTC management to be available outside normal working hours for recall to work, you will be paid an allowance of \$25.00 per rostered day or shift, or \$50.00 when on call for a non rostered day or shift. If you are rostered to be on call, you must be contactable and available for duty when required. This allowance amount is fixed over the life of this Agreement.

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

If you are recalled to work overtime after leaving the work location (whether notified before or after leaving the location), you will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled; provided that, except in the case of unforeseen circumstances arising, you will not be required to work the full four hours if the job you

were recalled to perform is completed within a shorter period. Provided that an employee who is paid an on-call allowance shall be paid for a minimum of three hours' work for each time so recalled. This subclause will not apply in cases where it is customary for an employee to return to ARTC's place of business to perform a specific job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary time.

Overtime worked in the circumstances specific in this sub clause shall not be regarded as overtime for the purpose of clause 3.2.3 when the actual time worked is less than four hours on such recall or each of such recalls.

2.14.2 What applies to me if I am required to work on a Saturday?

An employee required to work overtime on a Saturday shall be afforded at least four hours' work or paid for four hours at the appointed rate, except where such overtime is continuous with overtime commenced on the day previous.

2.14.3 What applies to me if I am required to work on a Sunday?

An employee required to work overtime on a Sunday shall be afforded at least four hours' work or paid for three hours at the appointed rate, except where such overtime is continuous with overtime commenced on the day previous.

2.14.4 What about crib time whilst working overtime?

An employee working overtime shall be allowed a crib break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker is required to work on a Saturday or on a rostered day off the first prescribed crib time shall, if occurring between 10:00am and 1.00pm, be paid at ordinary rates. Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours, will be allowed a crib break of 20 minutes which will be paid for at ordinary rates. ARTC and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that

ARTC will not be required to make any payments in respect of any time allowed in excess of 20 minutes.

2.15 SHIFT WORK

2.15.1 What is shift work?

For the purposes of this agreement, "afternoon shift" means any shift finishing between 1800 hours and midnight (inclusive); and "night shift" means any shift finishing after midnight or a shift that commences between midnight and 0559 (inclusive).

2.15.2 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.

2.15.3 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.

2.15.4 What will I be paid if I am rostered to work on a Saturday or Sunday or Public Holiday?

If you are rostered to work on a Saturday, you will be paid at 150% of your nominal salary rate, if you are rostered to work on a Sunday, you will be paid at 200% of your nominal salary rate, and, if you are rostered to work on a public holiday, you will be paid at 250% of your nominal salary rate.

2.15.5 What if I work at least five successive shifts?

If you are a shift worker and you work on any afternoon or night shift which does not continue for at least five successive afternoons or nights, you will be paid at the rate of time and a half for all ordinary time occurring during such shifts.

On completion of the fifth consecutive afternoon or night's work, you will be deemed to have been employed on afternoon or night shift as the case may be, during the preceding four afternoons or nights, and thereafter during any subsequent consecutive afternoon or nights you are so employed. The sequence of shift work will not be deemed to be broken under this paragraph by reason of the fact that the works are erased on a Saturday, Sunday or any public holiday.

2.15.6 What if I work an extended night shift?

If you:

- during a period of engagement on shift, work night shift only; and
- remain on a night shift for a longer period than four successive weeks;

You will be paid 30% more than the ordinary rate for all time worked during ordinary working hours on such night shifts in excess of four weeks.

3. REMUNERATION AND RELATED

3.1 CLASSIFICATION AND SALARY STRUCTURE

3.1.1 What is the salary structure at ARTC?

You will be appointed to one of the classifications below, based on your achievement of the appropriate competencies for the level according to the competency profiles at Appendix 1. For the purposes of this agreement, your salary level is based on the Total Remuneration Package (TRP) shown in clause 3.1.2.1 for Non-Supervisory Infrastructure Maintainers. Work Group Leaders and Team Leaders will be appointed at the relevant TRP amount as specified in sub-clause 3.1.2.2. Apprentices will be appointed at the relevant TRP amount as specified in sub-clause 3.1.2.3.

3.1.1.1 When are salary increases applicable?

Salary increases for 2013 are applicable 7 days after the date of Agreement certification by the Fair Work Commission.
Salary increases are payable on the first full pay period on or after 7 February in years 2014 and 2015.

Increases to the TRP amounts are inclusive of applicable Superannuation Guarantee Contribution increases, to the extent the increases are legislated during the term of this Agreement.

3.1.2 What salary increases will I receive over the term of this Agreement?

3.1.2.1 Non-Supervisory Staff:

Infrastructure Maintainer Level	TRP 2013	TRP 2014 (3%)	TRP 2015 (3%)
Level 1	\$50,668	\$52,188.	\$53,754.
Level 2	\$56,164	\$57,849.	\$59,585.
Level 3	\$62,146	\$64,011.	\$65,932.
Level 4	\$65,164	\$67,119.	\$69,133.
Level 5 (by appointment)	\$71,553	\$73,700.	\$75,911.

3.1.2.2 Supervisory Staff:

Work Group Leader	TRP 2013	TRP 2014	TRP 2015 (3%)
	\$75,851	\$86,398	\$88,990.

Team Leader	TRP 2013	TRP 2014	TRP 2015 (3%)
	\$77,099	\$88,895	\$91,562.

3.1.2.3 I'm an Apprentice, what is my salary?

Apprentices will be paid a yearly salary as per the table below:

Apprentice (Year)	TRP 2013	TRP 2014 (3%)	TRP 2015 (3%)
Year 1	\$32,511	\$33,487	\$34,492
Year 2	\$38,483	\$39,638	\$40,828
Year 3	\$48,473	\$49,928	\$51,426
Year 4	\$55,792	\$57,466	\$59,190

3.1.3 What is included in my Total Remuneration Package?

Your Total Remuneration Package 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 Total Remuneration Package **does not** include:

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

3.1.4 What is the Competency Structure for Non-Supervisory Staff at ARTC?

You will be appointed to one of the levels in the salary structure at clause 3.1.2.1 based on your achievement of the appropriate competencies as listed in Appendix 1.

If you are a Work Group Leader or Team Leader, you will be appointed in accordance with clause 3.1.2.2.

3.1.4.1 How do I apply for competency assessment?

Once you have completed all necessary log books and/or training for the competencies you want to be assessed against, you need to provide them to your Work Group Leader and Team Manager. They are to sign the log books to indicate you are ready for assessment. The Team Manager will then request from the relevant People Culture and Development representative for an assessment to take place.

If you are not assessed within 3 months of the request, once assessed competent, your competency progression will be effective from the date 3 months post the request for assessment.

All other competency progression outcomes as a result of an assessment conducted within 3 months of the request, will be effective from the date of the successful assessment.

3.1.4.2 What if I don't have my log book and/or training records when I am due to be assessed?

You will not be assessed and you will not be entitled to back pay to this date. You must follow the correct procedure above to be entitled to any back pay for competency progression outcomes.

3.2 OVERTIME

3.2.1 Will I be required to work overtime?

Yes. ARTC may require you to work reasonable overtime at overtime rates and you will work overtime in accordance with such requirements.

3.2.2 What compensation will I receive for working overtime?

For all work done outside the nominated ordinary hours or spread of hours on Monday to Saturday, the rate of pay will be 1.7 times the ordinary time rate of pay. All overtime performed between midnight Saturday and midnight Sunday will be paid at double time.

Except as provided in this subclause or clause 3.2.3 hereof in computing overtime, each day's work will stand alone. Day will mean all the time between the commencing time of one day and the commencing time of the next succeeding day.

For the purposes of this clause, ordinary hours will mean the hours worked in accordance with 2.10 of this Agreement.

All overtime is calculated on your nominal salary rate. The hourly rate, when computing overtime, will be determined by dividing the appropriate weekly rate by 38, even including in cases when an employee works more than or less than 38 ordinary hours in a week.

3.2.3 What is the rest period after working overtime?

When overtime work is necessary it will, whenever reasonably practicable, be so arranged that you have at least 10 consecutive hours off duty between the work of successive days.

If you (excluding casual employees) work so much overtime between the termination of ordinary work on one day and the commencement of your ordinary work on the next day and you have not had at least 10 consecutive hours off duty between those times you will, subject to this subclause, 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.

3.2.4 What if I'm required to work without having had 10 consecutive hours off?

If on the instructions of ARTC you resume or continue work without having had such 10 consecutive hours off duty, you will be paid at double rates until released from duty for such period and will then be entitled to be absent until you have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this clause shall also apply in the case of shift workers.

It is agreed that the ten hour period referred to herein can be reduced to eight hours in the event that the reason arises consequent upon a derailment (which is expected to be repaired for a turnaround of less than 3 days), and then only in circumstances where the health and safety of the employee is not compromised as a result of the reduction.

3.2.5 What transport arrangements apply after working overtime?

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, ARTC will re-imburse the employee for the cost of conveying the employee to their usual place of residence or to the nearest appropriate public transport. In the event that ARTC provides this conveyance, re-imbursement will not apply.

3.3 TRAVELLING AWAY FROM HOME

3.3.1 Can I be required to work at locations which will temporarily require me to travel away from home and stay overnight?

Yes.

3.3.1.1 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.

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

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

- Breakfast \$20.00
- Lunch \$23.00
- Dinner \$40.00
- Accommodation \$82.00

as a total payment of \$165.

OR

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

3.4 CARRYING OUT HIGHER DUTIES

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

If you are required to carry out higher duties at *Level 5* or as a *Work Group Leader or Team Leader*, you will be paid the salary applicable to the higher position for each full shift of acting in that position.

4. BALANCING WORK AND LIFE

4.1 ANNUAL LEAVE

4.1.1 What is my entitlement to Annual Leave?

A period of 28 consecutive days, exclusive of any public holidays prescribed under clause 4.6 occurring during the period will be given and taken as leave annually to all employees, other than casual employees, which accrues progressively during the year.

4.1.1.1 I work shift work and weekends, do I get additional annual leave?

If you are rostered to work an average of 2 weekends (Saturday and Sunday) out of 4 over a 3 month period, you will receive an additional 1.25 days paid annual leave to a maximum of 1 additional week per 12 month period.

4.1.2 Under what methods can I take Annual Leave?

You may take either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays occurring therein, will be given and taken within twelve months from the date when the right to annual leave accrued. Provided that by agreement between ARTC and the employee concerned and the employee providing a minimum of two weeks' notice to ARTC of their request for leave, annual leave may be taken in single day absences of up to a maximum of five days in any one year.

Where an employee requests that annual leave be allowed in one continuous period, such request will not be unreasonably refused. In the event of lack of agreement between the parties, the matter will be referred to the Dispute Settlement Procedure for determination.

In the circumstances where a public holiday falls within one day of a weekend or another public holiday, the provision of clause 4.1.9 hereof may be altered by agreement between ARTC and a majority of employees affected under this Agreement, to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or ARTC, requests it.

Where annual leave is proposed to be given and taken in two periods, one of which is to be given in conjunction with the Christmas and New Year holidays, representatives of ARTC and employees will meet and agree the commencing and finishing dates for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives, the matter will be referred to the Dispute Settlement Procedure for determination.

4.1.3 How much leave can I accrue?

You can save (accrue) up to 4 weeks annual leave. If you wish to accrue more than 4 weeks annual leave, you must obtain agreement with your manager.

4.1.4 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 4 weeks.

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

4.1.5 What proportionate leave applies on termination?

If your employment ends, any untaken annual leave owing to you will be paid to you in your final pay.

4.1.6 What happens if there is a break in my service?

Where you break the continuity of service by absence from work for any reason other than a reason set out in clause 4.1.7 hereof, the amount of leave which you would have been entitled under clause 4.1.1 hereof will be reduced by 1/48 for each week or part thereof during which any such time absence occurs and the amount of payment in lieu of leave to

which any such absence occurs and the amount of payment in lieu of leave to which you would have been entitled under clause 4.1.8 hereof will be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

Provided that no reduction will be made in respect of any absence unless ARTC informs you in writing of ARTC's intention to do so within fourteen days of the termination of absence.

4.1.7 How is continuous service calculated?

For the purposes of this clause, service will be deemed to be continuous notwithstanding:

- (a) Any interruption or determination of the employment by ARTC if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (b) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by ARTC; or
- (c) Any absence with reasonable cause, proof whereof shall be upon the employee.

In cases of personal sickness or accident, or absence with reasonable cause, you will become entitled to the benefit of this sub-clause. You will inform the company, in writing if practicable, within 24 hours of the commencement of such absence of your inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of your absence.

4.1.8 What will I be paid whilst on leave?

You will be paid at the rate attributable to your total annual remuneration package while on annual leave.

4.1.9 Is there an Annual Close Down?

Notwithstanding anything contained in this Agreement if leave is granted in conjunction with the Christmas/New Year holidays ARTC may either:

- Stand off without pay during the period of leave any employee who has not yet qualified under clause 4.1.1 hereof;
- Stand off for the period of leave any employee who has not qualified under clause 4.1.1 hereof and pay them (up to the period

of the leave then given) at a rate of 1/12 of an ordinary week's wages in respect of each five days continuous service (excluding overtime);

- Provided that where ARTC decides to close down the establishment at the Christmas/New Year period for the purpose of giving the whole annual leave due to all, or the majority of employees qualified for such leave, at least two months' notice of the intention to do so will be given to the employees.

4.1.10 When does leave commence when I'm on a distant job?

If you are still engaged on a distant job when annual leave is granted and you return by the first reasonable means of transport to your home station, annual leave shall commence on the first full working day following your return to the home station.

4.1.11 Do I need to take leave?

The annual leave provided by this clause must be taken as leave and except as provided by sub-clause 4.1.4, payment will not be made or accepted in lieu of annual leave.

Annual leave will be given at a time fixed by ARTC within a period not exceeding six months from the employee anniversary date.

4.1.12 What if I am sick whilst on annual leave?

Subject to the provision of suitable evidence of a personal illness or injury, if during a period of annual leave, you contract a personal illness or injury, you will be taken not to be on Annual Leave for the period of illness or injury.

4.1.13 How do I notify of my annual leave preferences in advance?

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.

4.1.14 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 the 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 the equity in the allocation of annual leave rostering.

4.2 PERSONAL LEAVE INCORPORATING SICK LEAVE AND CARER LEAVE

4.2.1 What is my personal/carer leave entitlement?

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

4.2.2 What is carer leave?

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

4.2.2.1 What does "immediate family or household member" mean?

Members of your immediate family or household include:

- 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 (including an adopted child, stepchild or ex-nuptial child), parent, grandparent, grandchild or sibling, of you or your spouse.

4.2.3 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.

4.2.4 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.

4.2.5 What about sick leave?

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

You must supply suitable evidence of an illness or injury in the following occasions: after two consecutive day's absence, after three uncertified days of sick leave within the service year, on a day before or after a rostered day off, weekend or public holiday, or on the first or last day of a rostered shift.

4.2.5.1 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 1 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.

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

If you have a long-term illness that causes you to be absent for more than 6 months then, if directed by ARTC, you will attend an appointment with a medical practitioner nominated by ARTC to determine the likelihood of you returning to work. If the medical advice confirms that you will be unable to return to work, your employment may terminate when a copy of that medical advice is given to you.

4.3 COMPASSIONATE AND BEREAVEMENT LEAVE

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

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

- Contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life, you may take paid leave of up to 2 days; or
- Dies, you may take paid leave of up to 3 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.

4.3.2 What if I need leave to cover bereavement or compassionate circumstances for someone close to me but they are not an immediate family or household member?

If a person close to you dies, but is not part of your "immediate family or household", ARTC may allow you time off to attend the funeral by agreement with your manager.

4.4 PARENTAL LEAVE

Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child in accordance with section 70 of the *Fair Work Act 2009*.

4.5 OTHER LEAVE

4.5.1 What leave am I entitled to if I am required to serve on a jury (jury duty)?

If you are required to attend for jury service you will be reimbursed by ARTC an amount equal to the difference between the amount paid in respect of such attendance for such jury service and the amount of wage that would have been paid in respect of the ordinary time worked had you not been on jury service.

You will notify ARTC as soon as practicable of the date upon which you are required to attend for jury service and will provide ARTC with proof of attendance, the duration of such attendance and the amount received in respect thereof.

4.6 PUBLIC HOLIDAYS

4.6.1 What is my entitlement to public holidays?

You, (excluding a casual employee as defined), will be entitled to the following holidays without deduction of pay:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- The following days as prescribed in the relevant states, territories and localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- One other day to be specified according to state or locality.

4.6.2 What if the public holidays fall on a weekend?

When the following public holidays fall on a Saturday or Sunday, a holiday in lieu shall be observed:

- Christmas Day: a holiday in lieu shall be observed on the 27th or 28th of December;
- Boxing Day: a holiday in lieu shall be observed on the 28th of December;
- New Year's Day: a holiday in lieu shall be observed on the next Monday.

Where in a state, or locality, public holidays are declared or prescribed on days other than those set out in clause 4.6.1, those days shall constitute additional holidays for the purpose of the Agreement.

4.6.3 Can public holidays be substituted?

Yes. ARTC and the employees may agree to substitute another day for any prescribed day in this clause. For this purpose, the consent of the majority of employees shall constitute agreement.

An agreement pursuant to the above provisions of sub-clause 4.6.2 will be recorded in writing and be available to every affected employee.

4.6.4 What will I be paid if I am required to work on a public holiday?

If you are required to work on a public holiday, you will be paid at the appropriate rate for all hours worked with a minimum payment of four hours at the appropriate rate.

Whenever any holiday falls on an employee's ordinary working day and you are not required to work on such day, you will be paid for the ordinary hours that you would have worked on such day had it not been a holiday.

If you are rostered to work on a public holiday, you will be paid at 250% of your nominal salary rate in accordance with clause 2.15.4.

If a public holiday, as defined in 4.6.1 falls on a week day within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there will be added to that period of leave one day being an ordinary working day for each such holiday observed aforesaid.

All holidays are to be computed in a manner consistent with the adopted method of implementation of rostering in accordance with clause 2.11.

If you return to your home station or finish a shift at the home station, not later than 0400 hours on any public holiday and you are not again booked for that day, you will be treated as having had a paid holiday.

If you are off duty owing to leave without pay or sickness, including accidents on or off duty except time for which you are entitled to claim sick pay, any holiday falling during such absence will not be treated as a paid holiday. In the instance, however, you are on or are available for duty on the working day immediately preceding a paid holiday or resumes or are available for duty on the working day immediately following a holiday, you will be entitled to a paid holiday on such holiday.

Unless at your own request, you will not be booked off for a holiday at a foreign or a temporary home station.

Any holiday occurring during the period in which you are on long service leave will be calculated as portion of the long service leave and extra days in lieu will not be granted.

4.7 Are casual employees entitled to any paid holidays under this Agreement?

No.

4.8 LONG SERVICE LEAVE

4.8.1 What is my entitlement to Long Service Leave?

You will accrue an entitlement to Long Service Leave in accordance with the *South Australian Long Service Leave Act 1987*.

4.8.2 Can I cash in Long Service Leave?

Yes. You can cash in a portion of your Long Service Leave entitlement, in line with the provisions of the *South Australian Long Service Leave Act 1987*.

5. HEALTH WELLBEING AND ASSESSMENT

5.1 Health Assessment

5.1.1 When do I have to have a medical?

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

5.1.2 Do I have to pay for these Health Assessments?

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

5.1.3 When do I have to have my health assessment?

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

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

If your health assessment determines that you are temporarily unfit for your normal duties, ARTC will endeavour to provide you with suitable alternate duties. Where alternate duties are available, you will continue to be paid your total remuneration package for a period of up to 3 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 clothes and PPE for work?

Yes, ARTC will provide you with work clothes and safety gear as detailed in clause 5.2.4.

5.2.2 Who is responsible for my issued work clothes and PPE?

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

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

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

5.2.4 What clothes and safety gear will I be given?

You will receive allocated work clothing which incorporates the ARTC logo where appropriate. The allocated work clothing is the only acceptable form of clothing for infrastructure maintenance employees. The allocated work clothing will include:

- a) 2 pairs of safety footwear;
- b) 5 shirts & 5 pairs of pants or shorts, or action back overalls, or coveralls (ARTC may increase this allocation based on your work patterns. For example, if you regularly work a roster pattern of 8 days on, 6 days off, you may be allocated 8 shirts and 8 pairs of shorts or pants etc.);
- c) 1 jacket or 1 pullover;
- d) 1 hat; and
- e) Any other safety gear necessary to do your job.

5.2.5 Who is responsible for washing my PPE and work clothes?

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

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

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

5.3 INCLEMENT WEATHER

5.3.1 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.

5.3.2 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.

6. Recognising Your Contribution

6.1 TRAINING AND DEVELOPMENT

6.1.1 Will ARTC provide opportunities for learning and career development?

Yes. Recognising the performance focus of the business, opportunities for training will be provided by ARTC, subject to your manager's consideration of:

- your training needs and/or requirements;
- practical organisational impacts;
- any reasonable requests by you for development or change; and/or
- progression to the next level (up to level 4), will be by natural progression once you have achieved the competencies of that level in line with the competencies detailed in Appendix 1.

Your training plan will be developed to allow you to progress through the competency system.

6.1.2 How do I get access to training opportunities?

You are required to participate in the development of ARTC's Personal Development Plans through which you and your manager will plan your training.

6.2 Bonuses

6.2.1 Can I participate in ARTC's Bonus Plan?

Yes. If you are a permanent employee, you will be entitled to participate in the ARTC Bonus Plan, as amended from time to time.

7. Changes to Work, Consultation and Dispute Resolution

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

If ARTC makes a definite decision to introduce major changes in methods of maintenance, work programme, organisation, structure or technology that are likely to have significant effects on employees, ARTC will notify the employees who may be affected by the proposed changes and if requested by the employee, the employee's representative.

"Significant effects" include termination of employment, major changes in the composition, operations or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where an Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

7.2 CHANGE MANAGEMENT

7.2.1 How will ARTC discuss change in the workplace?

ARTC will discuss with the employees affected and if requested by the employee, the employee's representative, the introduction of changes referred to in subclause 7.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to

matters raised by the employees and/or their employee representative, where requested by the employee in relation to the changes.

The discussions will commence as early as practicable after a definite decision has been made by ARTC to make changes referred to in subclause 7.1 hereof.

For the purposes of such discussion, ARTC will provide in writing to the employees concerned and if requested by the employee or the employee's representative, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees, provided that ARTC will not be required to disclose confidential information, the disclosure of which would be inimical to the business interests. For the avoidance of doubt, ARTC is not required to provide information about employees to the union for the purposes of this discussion.

7.3 CONSULTATIVE COMMITTEE

7.3.1 What is the purpose of the Consultative Committee?

A Consultative Committee will be formed to assist management in the implementation of Best Practice Initiatives consistent with the aims of this Agreement.

7.3.2 What is the composition of the Consultative Committee?

The Consultative Committee will consist of two (2) representatives of the workforce, elected by the workforce and two (2) representatives of management or such other equal numbers as agreed, who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce who are appropriately trained to undertake their responsibility.

The Consultative Committee will be required to keep minutes and to provide an agenda for each meeting.

In an effort to provide a new input to the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings. Such representatives may be from

subcontracting companies who participate in the maintenance operations, where relevant a duly accredited union official such as the responsible organiser and/or a representative of ARTC's management team.

7.3.3 What are the scope of tasks undertaken by the Consultative Committee?

The tasks to be undertaken by the Consultative Committee will be broad and will be in the best interests of the quality and tasks execution for the Enterprise, consistent with the aims of this Agreement. The tasks to be undertaken will include, but will not be limited to the following:

- Contribute to the development of shift and work rosters;
- Contribute to the development of Best Practice initiatives for the Enterprise;
- Create feasible work methods and task redesign to enhance productivity and efficiency;
- Develop concepts for productivity and efficiency improvements within the Enterprise;
- Develop an open, participative and co-operative management approach;
- Promote team based work methods;
- Assist with communication, participation and training programs to bring about attitudinal and cultural change;
- Ensure propagation of experience, knowledge and skills at all levels; and
- Ensure and monitor an appropriate standard of accommodation and amenities, including ensuring a regular review and maintenance programme is conducted.

Pursuant to s.205(2) of the Fair Work Act 2009, the model consultation term prescribed by the *Fair Work Regulations* is taken to be a term of this Agreement.

7.4 TOOL BOX MEETINGS

7.4.1 What are Tool Box Meetings and what is their purpose?

"Tool Box" meetings will be held fortnightly for the purpose of discussing any matter concerning the general welfare of employees. Each meeting will be conducted by the individual supervisors and will involve each member of their immediate work team. Matters arising from the meetings, if not resolved at the time, will be processed through the relevant Work Group Leader.

7.5 DISPUTE SETTLEMENT PROCEDURE

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

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

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

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

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

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

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

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

- (a) 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. Trade Union Activities

8.1 TRADE UNION DELEGATES

8.1.1 Will ARTC recognise union delegates?

ARTC will recognise workplace delegates elected by the relevant union upon the union advising ARTC of their union delegates and the sections they represent.

8.1.2 Will ARTC allow union delegates time during work hours to carry out their duties?

Subject to reasonable notice and business requirements, time will be allowed during work hours for delegates to represent member/s workplace interests to ARTC management.

ARTC will make available reasonable facilities, including communication facilities, to assist the union delegate to effectively perform his/her delegate responsibilities, on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee of

ARTC. Unless not otherwise possible, a delegate should not interrupt employees who are undertaking their work duties. However ARTC will not be required to pay a delegate for time spent attending to union business outside the time in which they are rostered to work (except with respect to special union leave or trade union training leave), unless authorised by the appropriate manager.

8.2 TRADE UNION TRAINING LEAVE

8.2.1 Can I undertake trade union training?

ARTC will allow union representatives to be provided with 2 days unpaid leave each year, for a maximum of 5 employees to attend union training courses. ARTC will not unreasonably withhold representatives from attending training subject to:

- The union providing 28 days' notice for the release of union representatives to attend training courses to the Executive General Manager, People Culture and Development and the relevant individual make an application for unpaid leave through their manager with a copy to the Executive General Manager, People Culture and Development:
- All wages, travel and expenses are met by the union
- Any unforeseen emergency situations that may exist

8.3 UNION EXECUTIVE MEETINGS

8.3.1 Can I attend union executive meetings?

Yes. ARTC will allow for up to 2 union delegates to be provided with up to 7 days paid leave each year to attend executive meetings arranged by the union. Delegates will have to apply for paid leave through their manager and with a copy to the Executive General Manager, People Culture and Development.

The union will provide details of the executive meeting to ARTC before such leave will be granted. Such leave will be subject to business requirements, and must be approved by ARTC before it is taken. Travel and other expenses will be paid for by the union.

8.4 Deduction of trade union fees

8.4.1 Can I have my union fees deducted from my pay?

ARTC will, upon receiving express written authority from individual employees, provide automatic payroll deductions from wages/salary and transfer such monies to a nominated institution.

Signatories to the Agreement

Signed for and on behalf of Australian Rail Track Corporation by

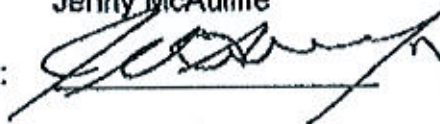
Name: John Fullerton

Position: Chief Executive Officer

Signed: 

Date: 27 August 2013

Witness: Jenny McAuliffe

Signature: 

Signed For and on behalf of the Australian Rail Tram and Bus Industry Union South Australia & Northern Territory Branch by

Name: Bob Nanva

Position: National Secretary

Signed: 

Date: 3/9/13

Witness: Thomas Costa

Signature: 

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Unions (AMWU) South Australian Branch by

Name: Derek Winter

Position: State Metals Organiser

Signed: 

Date: 4.9.2013

Witness: Sue Thomas

Signature: 

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

Name: Randall Day

Position: Infrastructure Maintainer

Signed:



Date:

2 - 9 - 13.

Witness:

Adriana Foale

Signature:

Adriana Foale

Appendix 1 – ARTC South Australia Western Australia Infrastructure Maintenance Competency Structure

Descriptor/Pay Level	Competency Units
Base entry Level 1 New employee is expected to have or gain all of the required competencies within 6 months of commencement.	TL181028A Maintain and use hand tools TL101001A Shift materials safely using manual handling methods TL1E1003A Participate in basic workplace communication TL1F1001A Follow Occupational Health and Safety Procedures TL1G1001A Work effectively with others TL1F1002A Conduct housekeeping activities TL1I1002A Apply Customer Service Skills TL1F1007C Apply fatigue management strategies TL1F2062A Apply awareness of safeworking rules and regulations TL1U2008A Apply environmental procedures to rail infrastructure TL1F2080A Safely access the rail corridor CPCCOHS1001A Work safely in the construction industry Plus minimum 3 electives from elective group level 1 & 2
Experienced Labourer Level 2	Track / Ultrasonic Testing / Structures TL1F2006A Apply accident-emergency procedures TL1E2007A Use communication systems TL1S2030A Carrying out track ballasting TL1S2031A Install railway sleepers TL1S2034A Install and repair rail fastening systems TL1S2013A Install minor structures TL1F2081A Perform lookout duties TL1F3083A conduct track protection assessment TL1L3069A Implement track blocking protection TL1B2085A Apply track fundamentals TL1B2092A Operate minor mechanical equipment Plus minimum 3 electives from elective group level 1 & 2

Descriptor/Pay Level	Competency Units
Experienced Labourer Level 2	Resurfacing
	TLIF2006A Apply accident-emergency procedures TLIC2041A Operate self-propelled equipment on track (light) TLIX2309A Carrying out track ballasting TLIS2031A Install railway sleepers TLIS2034A Install and repair rail fastening systems TLIF2081A Perform lookout duties TLIF3083A conduct track protection assessment TLIL3069A Implement track blocking protection TLIB2092A Operate minor mechanical equipment TLIB2085A Apply track fundamentals Plus minimum 3 electives from elective group level 1 & 2
Experienced Labourer Level 2	Signals
	TLIF2006A Apply accident-emergency procedures TLIE2007A Use communication systems TLIS2031A Install railway sleepers TLIS2034A Install and repair rail fastening systems TLIS2013A Install minor structures TLIF2081A Perform lookout duties TLIF3083A conduct track protection assessment TLIL3069A Implement track blocking protection TLIB2085A Apply track fundamentals TLIB2092A Operate minor mechanical equipment TLIB1001A Check and assess operational capabilities of equipment TLIB3046A Service and clean mechanical signalling equipment and infrastructure Plus minimum 3 electives from elective group level 1 & 2
Infrastructure Installer/Maintainer Level 3	Track / Ultrasonic Testing
	TLIS2033A Install and repair temporary track support TLIB3102A Adjust rail TLIS2032A Install rail TLIB2091A Measure and record track geometry TLIC2053A Escort work train to worksite within occupancy/possession limits TLIL3065A Implement track occupancy protection TLIS2012A Install and service rail lubrication equipment TLIB1093A Clean equipment and restore worksite TLIS3025A Implement ballast unloading Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4

Descriptor/Pay Level	Competency Units
Infrastructure Installer/Maintainer Level 3	Resurfacing
	TLIC2053A Escort work train to worksite within occupancy/possession limits TLIL3065A Implement track occupancy protection TLIC2041A Operate self-propelled equipment on track (medium) TLIB2091A Measure and record track geometry TLIB1001A Check and assess operational capabilities of equipment TLIB1093A Clean equipment and restore worksite Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4
Infrastructure Installer/Maintainer Level 3	Signals
	TLIS2004A Install and maintain rail bonding systems TLIC2053A Escort work train to worksite within occupancy/possession limits TLIL3065A Implement track occupancy protection TLIS3023A Erect and mount structures and housings for signalling equipment TLIB3053A Maintain mechanical signalling locking and interlocking devices TLIS3005A Install mechanical infrastructure for signalling TLIW2012A Grind rails TLIB1093A Clean equipment and restore worksite Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4

Descriptor/Pay Level	Competency Units
Infrastructure Installer/Certifier Level 4	Track
	TLIB3094A Check and repair track geometry TLIB3099A Examine track infrastructure TLIB3100A Visually inspect track infrastructure TLIB3095A Check and repair points and crossings TLIS3037A Install and repair rail earthworks TLIS2027A Install and maintain surface track drainage TLIE2008A Process workplace documentation TLIS3026A Implement track maintenance and construction Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4
Infrastructure Installer/Certifier Level 4	Structures
	TLIB3098A Examine concrete/masonry structures TLIB3088A Examine steel structures MEM24003B Perform basic magnetic particle testing MEM24001B Perform basic penetrant testing OR TLIB3087A Examine timber structures AND TLIS3037A Install and repair rail earthworks TLIE2008A Process workplace documentation TLIB3094A Check and repair track geometry Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4
Infrastructure Installer/Certifier Level 4	Resurfacing
	TLIB3002A Test equipment and isolate faults TLIB3094A Check and repair track geometry TLIE2008A Process workplace documentation TLIC2041A Operate self-propelled equipment on track (heavy) TLIE2001A Present routine workplace information Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4

Descriptor/Pay Level	Competency Units
Infrastructure Installer/Certifier Level 4	Signals
	TLIB3047A Repair and adjust mechanical signalling equipment and infrastructure TLIB3002A Test equipment and isolate faults TLIS4007A Decommission mechanical signalling infrastructure equipment and interlocking equipment from service TLIE2008A Process workplace documentation TLIS3009A Install mechanical signalling locking and interlocking devices Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4
Infrastructure Installer/Certifier Level 4	Ultrasonic Testing
	TLIS3011A Test rail using nondestructive testing equipment TLIS3010A Test rail using ultrasonic equipment Plus minimum 3 electives from elective group level 1 & 2 or level 3 & 4
Experienced Tradesperson/ Specialist Track, Signals, Structures, Earthworks Level 5	Skills include: These positions will be by merit selection as required by each of the corridors. Each position will have a position description developed. New Appointees to this level will be required to be competent up to and including Level 4 Installer/Certifier. Examples of areas of specification that fit into this level are - – Coordinate ultrasonic testing by contractors; – Computer based rail measurement and rail profiling; – Structures defect prevention and management; – Rail wheel interface skills; – Rail defect prevention and management; – Coordinate rail grinding; – Signals defect prevention and management; – Ability to define scope of works. Positions may also include plant fitters/mechanics.

<p>Electives Level 1 and 2</p>	<p>HLTFA3018 Apply Basic First Aid TLIF2082A Perform Handsignaller duties (Handsingalling Level 1) TLIF2082A Perform Handsignaller duties (Handsingalling Level 2) TLILIC2016A Licence to drive heavy rigid vehicle TLIA3039A Receive and store stock TLIS2013A Install minor structures TLIS2027A Install and maintain surface track drainage TLIS2028A Install and replace transoms TLIB2097A Install and maintain guard rails TLIE2007A Use communication systems TLIS2035A Install and repair fences and gates TLIE2001A Present routine workplace information TLII2001A Apply quality procedures RIICCM205A Carry out manual excavation RIICCM207A Spread and compact materials manually RIICCM208A Carry out basic levelling CPCCCM2008A Erect and dismantle restricted height scaffolding TLID1002A Shift a load using manually-operated equipment RIIOHS205A Control traffic with a stop-slow bat TLIS3025A Implement ballast unloading TLID3033A Operate a vehicle-mounted loading crane TLID3035A Operate a boom type elevating work platform RIIHAN301A Operate elevating work platform TLILIC2015A Licence to drive medium rigid vehicle TLIC2025A Operate four wheel drive vehicle TLID2010A Operate a forklift NWP227B Control vegetation on a site TLIB1030A Undertake general site maintenance RIIMPO319A Conduct backhoe/loader operations RIIMPO320A Conduct civil construction excavator operations RIIMPO322A Conduct civil construction tracked front end loader operations RIMPO321A Conduct civil construction wheel loader operations RIIMPO318A Conduct skid steer loader operations TLIC2041A Operate self-propelled equipment on track - light TLIB2101A Install and maintain rail joints RTC2304A Operate and maintain chainsaws CPCCCO2004A Carry out concrete work</p>
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<p>Electives Level 3 and 4</p>	<p>TLIW3015A Weld rail using aluminothermic welding process TLIW3016A Weld rail using flashbutt welding process TLIW3014A Weld rail using electric welding process TLIS2004A Install and maintain rail bonding systems TLIB3047A Repair and adjust mechanical signalling equipment and infrastructure TLIL3066A Control operational rail traffic through worksites TLIL3067A Implement planned track possession protection TLIL4068A Plan and coordinate track protection for multiple work groups TLIC2054A Access rail track to run track vehicle within a defined worksite TLIC3055A Access rail track to travel track vehicle under occupancy authority TLIC3056A Access rail track to travel track vehicle/s under block working conditions TLIF3013A Coordinate breakdowns and emergencies TLIW3005A Perform direct burial of cables TLIS3023A Erect and mount structures and housings for signalling equipment TLIB3048A Carry out off-site repair, overhaul and assembly of mechanical signalling equipment TLIE2008A Process workplace documentation TLIS2012A Install and service rail lubrication equipment TLIS2033A Install and repair temporary track support TLIS3037A Install and repair rail earthworks TLIS3025A Implement ballast unloading TLIF3063A Administer the implementation of fatigue management strategies MEM24003B Perform basic magnetic particle testing MEM24001B Perform basic penetrant testing TLIW2012A Grind rails TLIB2091A Measure and record track geometry TLIB2083A Maintain bridge bearings TLIG3002A Lead a work team or group TLIB1093A Clean equipment and restore worksite CPCCSF2003A Apply protective paint coating systems RIIOHS204A Work safely at heights TLIB2096A Repair concrete/masonry structures TLIB2082A Repair steel structures TLIB2081A Repair timber structures TLIB2084A Carry out routine maintenance of structures TLIB2034A Maintain poles and associated hardware RIIOHS302A Implement traffic management plan TLIB3102A Adjust rail TLIB3099A Examine track infrastructure TLIS3026A Implement track maintenance and construction TLIW3013A Grind switches and crossings</p>
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	<p>TLIE3015A Undertake rigger/dogger and driver communication</p> <p>MEM5.15AB Weld using manual metal arc welding processes</p>
<p>Electives</p> <p>Level 3 and 4</p>	<p>TLIF3058A Apply safeworking rules and regulations to rail functions (Safeworking Level 1)</p> <p>TLIF3058A Apply safeworking rules and regulations to rail functions (Safeworking Level 2)</p> <p>TLIC2041A Operate self-propelled equipment on track - medium</p> <p>TLIC2041A Operate self-propelled equipment on track - heavy</p> <p>TLID3033A Operate a vehicle-mounted loading crane</p> <p>TLIB3058A Maintain aerial signal/telecommunications lines and cables</p> <p>TLIK2010A Use Infotechnology devices in the workplace</p> <p>TLIF3003A Implement and monitor occupational health and safety procedures</p> <p>TLIU3002A Apply quality systems</p> <p>TLIU4001A Implement and monitor environmental protection policies and procedures</p> <p>CPCCSF2003A Cut & bend materials using oxy/LPG equipment</p> <p>CPCCCM2007A Use explosive power tools</p> <p>TLIC3045A Operate road/rail vehicle</p> <p>Elective Units also to include those units from structure that are non core from their stream of work.</p>

Appendix 2 Model Flexibility Term

Model flexibility term (regulation 2.08)

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) The agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rate;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing – at any time.

Appendix 3 Model Consultation Term

Model consultation term (regulation 2.09)

- (1) This term applies if:**
 - (a) the employer has made a definite decision to introduce major change to production, program, organisation, structure, or technology in relation to its enterprise; and**
 - (b) the change is likely to have a significant effect on employees of the enterprise.**
- (2) The employer must notify the relevant employees of the decision to introduce the major change.**
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.**
- (4) If:**
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and**
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.**
- (5) As soon as practicable after making its decision, the employer must:**
 - (a) discuss with the relevant employees:**
 - (i) the introduction of the change; and**
 - (ii) the effect the change is likely to have on the employees; and**
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and**
 - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:**
 - (i) all relevant information about the change including the nature of the change proposed; and**
 - (ii) information about the expected effects of the change on the employees; and**
 - (iii) any other matters likely to affect the employees.**
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.**
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.**
- (8) If a term in the enterprise 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 subclauses (2), (3) and (5) are taken not to apply.**

- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term, *relevant employees* means the employees who may be affected by the major change.