



# DECISION

*Fair Work Act 2009*

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

**Interail Australia Pty Ltd**  
(AG2013/10013)

## **AURIZON INTERMODAL RAIL OPERATIONS ENTERPRISE AGREEMENT 2013**

Rail industry

COMMISSIONER CARGILL

SYDNEY, 20 NOVEMBER 2013

*Application for approval of the Aurizon Intermodal Rail Operations Enterprise Agreement 2013.*

[1] An application has been made for approval of an enterprise agreement known as the Aurizon Intermodal Rail Operations Enterprise Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the *Act*) by Interail Australia Pty Ltd. The agreement is a single-enterprise agreement.

[2] The company has provided a written undertaking in relation to individual flexibility arrangements under the Agreement. The Australian Rail, Tram and Bus Industry Union (ARTBU) being the only known bargaining representative has provided written support for the undertaking.

[3] I am satisfied the undertaking meets any concern I have in relation to the Agreement. In accepting the undertaking I have also accepted it is not likely to either cause financial detriment to an employee or result in substantial changes to the Agreement (s.190(3)). I note that under s.191 of the *Act* the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached to the Agreement.

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

**[5]** The ARTBU has given notice under s.183 of the *Act* that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

**[6]** The Agreement is approved and, in accordance with s.54, will operate from 27 November 2013. The nominal expiry date is 30 June 2017.

COMMISSIONER

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**AURIZON INTERMODAL RAIL  
OPERATIONS  
ENTERPRISE AGREEMENT  
2013**

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## PART 1 – FORMALITIES OF THE AGREEMENT

### 1. TITLE

This agreement shall be known as the *Aurizon Intermodal Rail Operations Enterprise Agreement 2013*.

### 2. WHO IS COVERED BY THIS AGREEMENT

This Agreement covers:

- 2.1 Interail Australia Pty Ltd and all employees of the Company, other than those engaged in the Company's coal business in New South Wales, who are engaged in any of the classifications set out in clause 24 of this Agreement in any State or Territory of Australia; and,
- 2.2 The RTBU (subject to that Union notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement).

### 3. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date specified by the Fair Work Commission. The nominal expiry date of the Agreement shall be 30 June 2017.

### 4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement supersedes all previous agreements and all awards, agreements and orders of any Federal, State or Territory body relating to the operations and/or employment in the industries and/or industrial pursuits governed by this Agreement.

### 5. DEFINITIONS AND INTERPRETATIONS

Term	Definition
Additional Hours	The hours of work regularly rostered in addition to Ordinary Hours. Additional Hours does not include hours worked as Overtime.
Annual Aggregate	An employee's annual salary as set out in subclause 25.4 - Remuneration, inclusive of the base rate, the agreed Additional Hours component and the flexibility premium.
Company	Interail Australia Pty Ltd
CPI	The annual percentage change in the Consumer Price Index, Australia, Weighted average of eight capital cities, All groups, produced by the Australian Bureau of Statistics, for the March quarter in the current year.
Driver Only Operation	Driver Only Operation (DOO) occurs where a driver is the only person to have sole responsibility for the control, operation and procedures of a locomotive or locomotives, or train. Driver Only Operation does not occur where a two person train crew shift has, as part of the shift, one person working on the ground.
Home Station	The employee's appointed operational base or temporary operational base if working away from home on temporary transfer.
Hourly Aggregate Rate	The rate of pay for an employee's rostered hours of work. The Hourly Aggregate Rate is the Annual Aggregate divided by 52 and divided again by 42.

Ordinary Hours	The hours worked by an employee exclusive of Additional Hours and Overtime. For a full time employee Ordinary Hours are an average of 38 hours per week averaged over the Roster Cycle.
Overtime	Time worked by an employee in addition to the employee's rostered hours as provided in clause 28 – Overtime.
Roster Cycle	A period of four weeks over which an employee's Ordinary Hours and Additional Hours may be rostered.
RTBU	Australian Rail Tram and Bus Industry Union
Stand Alone	Hours of work which Stand Alone are hours that are not included in the calculation of Roster Cycle hours. Payments that Stand Alone are payments for hours worked that are not included in the Annual Aggregate.
Train Crew	Employees operating or rostered to operate a train.

## 6. INTENT AND OBJECTIVES

### 6.1 Commitment to Service

- 6.1.1 The Company and employees acknowledge it is critical to the Company's ongoing success that an increased level of business competitiveness is achieved through continuous improvement in operational reliability, provision of quality customer service and improved productivity.
- 6.1.2 As part of an on-going process for improvement in productivity and efficiency, consultation shall take place at the workplace level between the Company, the employees and the employee representatives.
- 6.1.3 A key part of this is the commitment of all parties to utilise and adhere to the disputes settling procedure set out in clause 53 – Dispute Settling Procedure.
- 6.1.4 The parties commit to providing continuity of service to customers and the parties will not engage in any industrial action which affects customer service for the period of operation of this agreement set out in clause 3 – Date and Period of Operation.

### 6.2 Employment Obligations

#### 6.2.1 Employment Relationship

The employment relationship is based on:

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

#### 6.2.2 Basic Responsibilities

The basic responsibilities of all employees are:

- a) To carry out work as directed, in accordance with their skills competency and training and in accordance with this agreement including working reasonable overtime and shift work;

- b) To comply with Company policies, practices or procedures as varied from time to time;
- c) To act with a duty of care as per the relevant legislation, policies, practices and procedures to safeguard each other and those that come into contact with at the workplace;
- d) To do their best to promote, and not harm, the business interests and reputation of the Company. This includes reporting any information which the employee becomes aware of that may be reasonably expected to adversely affect the business;
- e) To not disclose to anyone outside the Company and keep confidential any 'information' including: information relating to the business or operational interests, the methodology and affairs, financial information and anything else the Company notifies as being confidential.

## PART 2 – CONTRACT OF EMPLOYMENT

### 7. CATEGORIES OF EMPLOYMENT

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- 7.1 The Company shall use its best endeavour to ensure that Full Time Employment is its principal form of employment. New employees shall be advised in writing of their category of employment and their Home Station, prior to engagement. Further, subject to the provisions contained in this Agreement, no employee shall have their form of employment altered without the affected employee's agreement in writing.
- 7.2 Notwithstanding the above, the Company may offer employment on one or more of the types of employment described below.
- 7.3 A Full Time Employee is an employee engaged to work 168 hours averaged out over a four week roster cycle.
- 7.4 A Part Time Employee is an employee engaged to work defined hours, which are less than the hours of a full time employee. Where the Company is proposing to introduce a part time arrangement, it shall offer this arrangement to existing internal suitable employees before seeking external appointments. Further, a part time employee shall:
- 7.4.1 be entitled to pro rata accruals with respect to Part 5 (Leave);
  - 7.4.2 have the minimum number of hours agreed to in writing and where the employee works in excess of 168 hours in a four week roster cycle be paid the applicable overtime rate.
- 7.5 The rate of pay of a part time employee will be calculated as per their classification.
- 7.6 A Casual Employee is an employee paid on an *ad hoc* basis by the hour using the Hourly Aggregate Rate plus 23% loading. The Company shall attempt to utilise casual employment only when operational requirements make it impracticable to utilise permanent employees. Casual employees are entitled to the following:
- 7.6.1 Unpaid carers leave, unpaid compassionate leave, long service leave and penalties for working on a public holiday;
  - 7.6.2 Overtime payments for working in excess of 168hrs in a four week roster cycle.
- 7.7 Except for the provisions in paragraph 7.6.1 above, a casual employee is not entitled to the benefits of Part 5 – Leave of this Agreement.
- 7.8 The Company shall review the employment arrangement of a casual employee no more frequently than every six months at a casual employee's request. The Company shall convert the position to a permanent part time or full time position where the employee is considered suitable and it is reasonable to do so. The Company will outline the reasons for declining any such conversion to the employee in writing.
- 7.9 A Fixed Term Employee is engaged on a full time or part time basis for a defined period or task, which is for a specific fixed period of time and shall not normally be for more than 12 months. A full time fixed term employee is entitled to all leave benefits in Part 5, while a part time fixed term employee is entitled to leave pro rata calculated on an hourly basis.

**7.10 Job Sharing**

- 7.10.1 Job-sharing is an arrangement in which two or more people share one full-time job. Each person works part-time on a regular ongoing basis.
- 7.10.2 Employees may request an arrangement to share one full time position. This request can be made to the Company by an individual employee, or by two or more employees who have agreed prior to the request to enter into this type of arrangement.
- 7.10.3 Because each job-sharing arrangement is different, each arrangement will be dealt with on the basis of the particular circumstances. The details of the arrangement will be included in a written job share agreement between the Company and the employees concerned.
- 7.10.4 Details included in a job share agreement will include:
  - a) A plan of action for when any of the job share partners leaves the job, or wishes to take up full-time employment;
  - b) Distribution of work and duties of the job;
  - c) Supervisory responsibilities;
  - d) Method of performance management.

**8. PROBATIONARY EMPLOYMENT**

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- 8.1 There shall be a probationary period of employment not exceeding six months for all new employees with the exception of casuals and will be outlined in their letter of offer. During the probationary period the Company will assess the skills and capacity of the employee, which will allow the Company and the employee to determine if they wish to continue with the employment relationship.
- 8.2 Employees will undergo an induction and orientation program at the commencement of employment, during which time they will be familiarised with the Company, their work sites, the requirements of their position and be issued with a copy of this Agreement.
- 8.3 An employee may be terminated by giving one week's written notice (or payment in lieu of notice), before the end of the probationary period. An employee's employment may be terminated in accordance with this clause for reasons including (although not limited to) where the employee:
  - 8.3.1 is unable to demonstrate the required skill or ability; and/or,
  - 8.3.2 demonstrates inappropriate behaviour; and/or,
  - 8.3.3 cannot satisfy the medical requirements for their position.
- 8.4 During the probationary period the Company shall discuss the Company's concerns relating to the employee's performance with the employee and the Company shall give the employee an opportunity to improve his/her performance.
- 8.5 During the probationary period should the employee demonstrate the level of skill, behaviours, ability and the medical requirements required for the position, the Company and employee may agree to cease the probationary period. The Company will then confirm in writing the employee's engagement in one of the categories detailed in clause 7 – Categories of Employment.

## **9. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

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- 9.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement ('the flexibility arrangement') provided that the flexibility arrangement:
- 9.1.1 is genuinely agreed to by the Company and the individual employee without coercion or duress; and,
  - 9.1.2 only varies the terms prescribed in subclause 9.2; and,
  - 9.1.3 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment and overall is better off as a result of the flexibility arrangement.
- 9.2 The terms of this Agreement that may be varied by a flexibility arrangement include:
- 9.2.1 arrangements for when work is performed;
  - 9.2.2 overtime rates;
  - 9.2.3 penalty rates;
  - 9.2.4 allowances.
- 9.3 For the flexibility arrangement to come into operation, it must:
- 9.3.1 Be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - 9.3.2 State each term of this Agreement that the Company and the individual employee have agreed to vary;
  - 9.3.3 Detail how the application of each term has been varied by the flexibility arrangement between the Company and the individual employee;
  - 9.3.4 Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment;
  - 9.3.5 State how the flexibility arrangement can be terminated; and,
  - 9.3.6 State the date the flexibility arrangement commences.
- 9.4 The Company will give the individual employee a copy of the flexibility arrangement and keep the agreement as a time and wages record.
- 9.5 The flexibility arrangement may be terminated:
- 9.5.1 by the Company or the individual employee giving 28 days notice of termination, in writing, to the other party; or,
  - 9.5.2 at any time, by written agreement between the Company and the individual employee.

## **10. TRANSFERS**

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### **10.1 Permanent Transfer**

- 10.1.1 Where opportunities for permanent transfers within the Company's operations arise, the Company will seek volunteers by calling for

expressions of interest from suitable employees wishing to be considered for transfer.

- 10.1.2 The Company will pay reasonable costs for the transfer including travel and removal expenses.

**10.2 Temporary Transfer**

- 10.2.1 Employees may be requested, to change their Home Station on a temporary basis. A temporary transfer will only operate by agreement.

- 10.2.2 When temporarily transferred the following conditions apply:

- a) Accommodation will be provided to the agreed minimum accommodation standard as set out in Appendix 7 – Minimum Accommodation Standards;
- b) Meal expenses as described in subclause 26.5 shall apply from the time an employee departs their Home Station until the time an employee returns to their Home Station;
- c) The means of travel to and from the temporary location will either be provided by the Company or, where an employee uses their own car as agreed, the employee shall be reimbursed according to the current mileage rates provided by the Australian Taxation Office and in line with the Company Policy.

- 10.3 The time taken to travel to and from the temporary location is to be included as Roster Cycle hours except where such travel occurs on a Book Off Day, in which case time taken to travel on such a day will be paid as stand alone overtime.

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**11. SUPERANNUATION**

- 11.1 On commencement, an employee shall be entitled to have a superannuation contribution made to a complying superannuation fund nominated by the employee. If the employee does not nominate a complying superannuation fund, the Company will make superannuation contributions into the 'Australian Super' superannuation fund.
- 11.2 Such contribution shall not be less than the amount specified by the Superannuation Guarantee (Administration) Act 1992 (Cth) from time to time.
- 11.3 Such contributions shall be based on the Annual Aggregate rate for each classification of employee, as specified in subclause 25.4 – Remuneration, of this Agreement.

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**12. SALARY SACRIFICE**

- 12.1 Salary sacrifice is available for employee contributions into a superannuation fund as listed in clause 11 – Superannuation.
- 12.2 The employee will bear the cost of any tax or surcharge resulting from contributions under this clause. The Company will not pay additional superannuation contributions as a result of a decision of an employee to make an election under this clause.
- 12.3 The Company will not be liable:
- 12.3.1 If the law or the view of the Australian Tax Office in relation to salary sacrifice changes;
  - 12.3.2 For financial advice to employees in relation to salary sacrifice arrangements; and,



- 12.3.3 For any costs or losses associated with salary sacrifice arrangements.

### **13. SALARY PACKAGING**

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- 13.1 An employee may, by separate agreement with the Company, enter into a salary packaging arrangement in accordance with the Company's policy, Australian Tax Office requirements and other relevant legislation.
- 13.2 An employee entering into a salary packaging arrangement is accountable for compliance with their personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.
- 13.3 The Company will not be liable for any costs should the law or the views on salary packaging change in the future. The salary packaging arrangement will be on a genuine salary sacrifice basis.
- 13.4 Any salary packaging arrangement will be cost neutral to the Company. Any employee wishing to enter into a salary packaging arrangement must obtain independent financial advice from a registered financial planner and provide proof of that advice to the employer before entering into a salary packaging arrangement.

### **14. DISCIPLINARY MATTERS**

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- 14.1 Any internal investigation by the Company in relation to a matter or incident for the purpose of determining whether or not disciplinary action should be taken against an employee must apply the principles of natural justice and due process, including:
- 14.1.1 The employee being made fully aware in writing of the allegations that are the subject of investigation;
  - 14.1.2 The employee being provided with sufficient information to enable the provision of an informed response to any allegation;
  - 14.1.3 The employee being informed of their entitlement to have a representative present as a witness/support person at any meetings/interviews, if so requested;
  - 14.1.4 The employee being given reasonable time to prepare a response to the allegations that are the subject of the investigation.
- 14.2 Disciplinary inquiries and investigations shall be confidential.
- 14.3 Employees under disciplinary investigation may be subject to the following action during the investigation:
- 14.3.1 Suspension from duty with no reduction of pay; or,
  - 14.3.2 Placed on alternative duties; or,
  - 14.3.3 Re-assessed and returned to normal duties.
- 14.4 **Disciplinary Outcomes**
- 14.4.1 Following the procedure in subclause 14.1 employees may be subject to the following discipline outcomes:

- a) Verbal warning with a file note entered on the employee's personnel file; or,
  - b) Written warning or reprimand; or,
  - c) Temporary reduction in position, classification level and pay (for a period of up to twelve (12) months). When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or,
  - d) Dismissal, with or without notice as applicable.
- 14.4.2 In assessing what disciplinary outcome an employee may be subject to, the Company will:
- a) assess and place appropriate weight to relevant matters only; and,
  - b) give the employee a reasonable opportunity to provide reasons to the Company as to what the appropriate disciplinary outcome should be, taking into account their employment history, including years of service, performance, discipline and their plans for improving their performance / conduct.
- 14.4.3 Employees who wish to dispute the outcome of a disciplinary procedure, except where the discipline involves dismissal, must follow the procedure set down in clause 53 – Dispute Settling Procedure.

## **15. STAND DOWN**

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- 15.1 The Company may stand down employees without pay for any time during which they cannot usefully be employed in their normal role because of any cause for which the Company cannot reasonably be held responsible.
- 15.2 The employee/s and at their request their representative, must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two clear days prior to the stand down commencing. However, in circumstances where the Company is aware at least 28 days in advance that employees will be required to be stood down, e.g. planned maintenance, then the Company must give affected employees at least 14 days notice.
- 15.3 The Company will discuss with the employees or if requested their representatives alternative work to be done, such as training, reaccreditations, maintenance, etc, before proceeding with the stand down.
- 15.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 15.5 Any employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 15.6 Any employee whose employment is terminated in accordance with subclause 15.5, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without default of the employee.

- 15.7 Any employee who is stood down in accordance with this clause shall be at liberty to take other employment and, in the event of doing so, it shall be a reasonable excuse for not reporting for duty after being notified to attend for work by the Company that the employee has to work out a period of notice with the employer.
- 15.8 An employee who is stood down in accordance with this Clause may elect to take leave or other time owed by the Company.

## 16. TERMINATION OF EMPLOYMENT

### 16.1 Notice of Termination by Company

- 16.1.1 In order to terminate the employment of an employee the Company shall give the employee the following notice:

Period of Continuous Service	Period of Notice
6 months or less in probationary period	1 week
Not more than 1 year (including probationary period)	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.1.2 Where an employee is over 45 years of age at the time of termination and has completed at least two years continuous service at the end of the day the notice is given, the employee shall be entitled to one week's notice in addition to that prescribed above.
- 16.1.3 **Payment in lieu of notice**
- If the Company does not require the employee to work the notice period specified in paragraph 16.1.1 the Company will provide the employee with payment in lieu of the notice prescribed in paragraph 16.1.1.
  - If the Company requires the employee to work only part of the notice period specified in paragraph 16.1.1 the Company will provide the employee with payment in lieu of the notice period not worked.
  - In calculating any payment in lieu of notice, the weekly wages of any particular employee will be the Annual Aggregate relevant to that employee's classification divided by 52.
- 16.1.4 Notwithstanding the provisions of paragraph 16.1.1 the Company shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal and in such cases the wages shall be paid up to the time of dismissal only.
- 16.1.5 The period of notice in paragraph 16.1.1 and subclause 8.3 (which refers to probation) shall not apply in the case of summary dismissal for serious or wilful misconduct or in the case of a casual employee or employees engaged for a specific period of time or for a specific task or tasks.

**16.2 Notice of Termination by Employee**

- 16.2.1 An employee shall provide to the Company the same period of notice of termination as required by the Company provided that the employee is not required to give the additional period of notice in respect of age.
- 16.2.2 If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the equivalent pay for the period of notice.
- 16.2.3 Where agreed, a shorter period of notice may be given by the employee without the Company withholding moneys due to the employee.

**16.3 Time Off During Notice Period**

- 16.3.1 Where the Company has given notice of termination to an employee, the employee shall be entitled to one working day off without loss of pay for the purpose of seeking other employment.
- 16.3.2 The time off shall be taken at times that are convenient to the employee after consultation with the Company.
- 16.3.3 Additional days taken during the notice period will not be paid by the Company unless previously agreed by the Company.
- 16.3.4 Other leave arrangements shall be at the discretion of the Company.

**16.4 Statement of Employment**

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

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**17. ABANDONMENT OF EMPLOYMENT**

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- 17.1 If an employee is absent from work for a continuous period of seven days without the consent of the Company, it shall be sufficient evidence that the employee has abandoned their employment.
- 17.2 The Company will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include writing to the employee at the employee's last known address informing the employee that the absence may result in the employee's service being terminated.
- 17.3 Termination of employment by abandonment in accordance with this subclause shall operate from the date of the last attendance at work, or the last day's absence in respect of which consent was granted whichever is the later.
- 17.4 Upon termination of employment becoming effective, the employee must return all property belonging to the Company which is held by, or under the control of, the employee.

## **18. REDUNDANCY**

### **18.1 Discussions before termination of employment**

- 18.1.1 Redundancy arises where the Company decides that it no longer requires the position an employee has been performing, and this is not due to the ordinary and customary turnover of labour in the business.
- 18.1.2 Where a redundancy may lead to termination of employment, the Company shall hold discussions with the employee/s directly affected and, where requested, their representatives.
- 18.1.3 The discussions shall take place as soon as is practicable after the Company has decided that it no longer requires the position held by the employee. The Company will advise the affected employee/s of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 18.1.4 For the purpose of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the possible terminations of employment. This information will include the reasons for the possible terminations, the number of employees likely to be affected, and the period over which the terminations are likely to be carried out.
- 18.1.5 Where the disclosure would be contrary to the Company's commercial interests, the Company shall not be required to disclose confidential information.

### **18.2 Transfer to Lower Paid Duties**

- 18.2.1 Where an employee whose position is redundant agrees to transfer to lower paid duties, the employee shall be entitled to the same period of notice of transfer (or payment in lieu of notice) as he or she would have been entitled to if their employment had been terminated.
- 18.2.2 Where payment is made in lieu of notice the amount of payment will be equal to the difference between the Annual Aggregate wage for the redundant position and the Annual Aggregate wage for the new position for the period of notice.

### **18.3 Severance Pay**

- 18.3.1 In addition to any period of notice (or payment in lieu of notice) prescribed for ordinary termination in this Agreement, an employee whose employment is terminated on the ground of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than one year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and over	3 weeks' pay for each completed year of service

- 18.3.2 The maximum amount payable under paragraph 18.3.1 above shall be 52 weeks' pay.

18.3.3 For the purposes of this sub-clause, "weeks' pay" means the Annual Aggregate divided by 52.

**18.4 Alternative employment**

18.4.1 Where the Company offers reasonable alternative employment with a related entity of the Company, which recognises the employee's service with the Company as service with the related entity, the Company will not be liable to make a severance payment under subclause 18.3, regardless of whether or not the employee accepts the alternative employment.

18.4.2 For the purpose of paragraph 18.4.1 an offer of "reasonable alternative employment" means:

- a) an offer of employment that is accepted by the employee; or,
- b) where the offer is rejected by the employee, an offer of employment:
  - i) on terms and conditions which, on balance, are no less favourable than the terms and conditions under this Agreement; and,
  - ii) within a reasonable distance of the employee's Home Station.

**18.5 Time off during notice period**

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

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

**18.6 Employees exempted**

This clause shall not apply where the employee:

- 18.6.1 Has completed less than one year's service;
- 18.6.2 Is terminated as a result of conduct justifying dismissal; or,
- 18.6.3 Is engaged:
  - a) as a casual employee;
  - b) as an apprentice; or,
  - c) for a specific task or tasks, or term.

**18.7 Employee Transfer**

Where the Company offers, and the redundant employee accepts, a transfer to another location within the Company or a related entity of the Company, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and the employee's dependants.

**18.8 Transfer of Business**

Where there is a transfer of business, as prescribed by the Fair Work Act, an employee will not be entitled to severance pay in accordance with subclause 18.3 if the employee is

offered employment (regardless of whether the employee accepts such employment) by the transferee, provided that:

- 18.8.1 the offer of employment is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Company immediately before the transfer (or termination if the employee does not accept the employment);
- 18.8.2 the transferee recognises the employee's service with the Company.

## **19. HEALTH, SAFETY AND FATIGUE**

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- 19.1 The Company provides a consultation structure through a Safety Health and Environment (SHE) committee.
- 19.2 The aim of the SHE committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct employee representation on the committee.
- 19.3 The Company will provide relevant training, resources and information to members of the SHE committee to enable them effectively to fulfil their roles and carry out their responsibilities.
- 19.4 The Company will take all practical and reasonable measures to ensure the health, safety, proper fatigue management and welfare of all Employees at work. The Company will also monitor and seek to improve systems and processes.
- 19.5 Subject to there being a bona fide safety issue, representations and discussions shall be held when necessary and with the approval of the Company at times that do not interfere with the normal operations of the Company. Unless otherwise agreed, the number of Employee Representatives involved in any such discussions shall not exceed one at any time.
- 19.6 The Company will allow the employee representative absence from normal duties without loss of pay at an agreed time, where the Employee Representative is requested by an employee to represent his/her interests with regard to an identified SHE matter, providing always that:
  - 19.6.1 such absence is for bona fide purposes only and the Employee Representative first reaches agreement with his/her immediate Manager about the timing and duration of the absence; and providing always that such absence is to deal with a matter of sufficient genuine importance that it cannot be dealt with at another time;
  - 19.6.2 the subsequent conduct by the Employee Representative is not such as to interfere with or otherwise adversely impact upon the operations of the Company;
  - 19.6.3 the Employee Representative shall always firstly attempt to resolve the issue with the employee's immediate manager in good faith.
- 19.7 If the matter is still unresolved following those discussions, the manager shall liaise with senior management and make arrangements for further appropriate discussions whilst all employees continue with normal duties.
- 19.8 Employees must:



- 19.8.1 ensure that they perform their jobs safely with a duty of care to themselves and to other employees;
- 19.8.2 attend for duty fit and able to safely perform their duties;
- 19.8.3 bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

## **20. HEALTH ASSESSMENTS**

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- 20.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, the Company will pay all costs associated with the medical assessment up to the initial "Determination", including the health assessment and stress ECG and/or other referred tests.
- 20.2 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
  - 20.2.1 Fit for Duty Unconditional; or,
  - 20.2.2 Fit for Duty Conditional; or,
  - 20.2.3 Fit for Duty subject to Review; or,
  - 20.2.4 Fit for Duty subject to Job Modification; or,
  - 20.2.5 Temporarily Unfit for Duty; or,
  - 20.2.6 Permanently Unfit for Duty.
- 20.3 **Additional costs associated with referral**
  - 20.3.1 If further tests are required following the Determination, the Company will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
  - 20.3.2 In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or their nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
  - 20.3.3 Where it is determined that the referral was not justified, the Company will:
    - a) reimburse the employee for the medical costs incurred as a result of the referral; and,
    - b) re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 20.4 Before a Health Assessment, and in the event that an employee is aware that they have an underlying health condition, the employee may bring a letter from their relevant specialist outlining factors such as the current prognosis of their underlying condition and current treatment to their Health Assessment. The relevant medical practitioner may use this specialist letter to assist in determining the employee's fitness for duty.
- 20.5 The above provisions do not exclude any obligations arising under the applicable Workers' Compensation legislation.
- 20.6 Where it is determined under subclause 20.2 that an employee is:



20.6.1 Temporarily Unfit for Duty; or,

20.6.2 Permanently Unfit for Duty,

and the employee accepts alternative employment with the Company in a position covered by this Agreement that results in a reduction in the employee's hourly aggregate rate of pay, the Company shall maintain the employee's former hourly aggregate rate of pay for a period of 12 months, or until the employee is determined to be fit to resume the employee's former duties, whichever is earlier.

## **PART 3 – SKILLS STRUCTURE**

### **21. TRAINING**

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- 21.1 The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognises the value of training to achieve multi-skilling and the importance of training its employees.
- 21.2 Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions providing they are competent to perform such work.
- 21.3 The priorities for training will be:
  - 21.3.1 Training to ensure an employee possesses and/or maintains the competencies required to fulfil their role;
  - 21.3.2 Training to prepare an employee for progression to the next step of the classification structure in their career path.
- 21.4 Training and personal development are an important part of employment with the Company. The Company will provide reasonable access to training to afford employees the opportunity to acquire all of the skills, competency and knowledge needed to perform work in the employee's appointed position.
- 21.5 An employee may be required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement they may train for higher or alternative positions. This training will not entitle an employee to the rate of pay for that higher or alternative position, unless the training is completed and the Company requires the employee to use such skills in performing certain duties.
- 21.6 Training will be competency based. It will be delivered using both off the job and on the job methods, and delivered by appropriately qualified trainers.
- 21.7 The Competency Assessment System will apply the principles associated with Recognition of Prior Learning (RPL). RPL provides for the recognition of an individual's qualification, knowledge, skills, experience, wherever it was gained.
- 21.8 The Competency Assessment System will comply with national guidelines/standard for competency assessment.
- 21.9 When training is undertaken by the employee as required by, or at the request of, the Company all such training will be provided in the Company's time and at the Company's expense.
- 21.10 Training undertaken with the Company will provide credentials, such as AQF or other certification, that are nationally recognised by other employers.

### **22. CAREER PATH AND PROMOTION**

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- 22.1 All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace subject to the Company's operational requirements, the availability of training, and the availability of promotional opportunities.

**22.2 Progression to Driver**

- 22.2.1 Career progression to Locomotive Driver shall be dependent upon an employee being deemed competent by an accredited workplace assessor. Where, after reasonable opportunity, an employee in the Rail Operations stream fails to qualify as a Locomotive Driver, the Company may terminate the employee's employment.
- 22.2.2 An employee who, at the commencement of this Agreement is classified as Locomotive Driver (Level 4) but who does not hold all of the required qualifications for the position – including having knowledge of all routes relevant to the employee's Home Station - will be given reasonable opportunity to obtain such qualifications.
- 22.2.3 An employee who, at the commencement of this Agreement is classified as Terminal Driver (Level 3.5) will be required to qualify for progression to Locomotive Driver. Such an employee will be classified as Driver in Training but will retain the level 3.5 rate of pay while training to progress to Locomotive Driver.
- 22.3 The position of Locomotive Driver is the end of automatic progression upon competency assessment as described in subclause 22.2. All positions above Locomotive Driver will be determined on the basis of merit.
- 22.4 An employee who, at the commencement of this Agreement, is classified as Terminal Operator or Operations/Yard Coordinator and who does not hold all of the relevant qualifications for the classification will be provided with suitable training to obtain such qualifications at the employee's request.
- 22.5 Should there be a disagreement about progression the Dispute Settling Procedures will apply.
- 22.6 In the event that an employee has not met the required standards in relation to training, accreditation or performance within a reasonable period, the Company and the employee and their representative (if they so wish) shall meet to discuss the concerns with the employee's performance. Where, after reasonable opportunity an employee fails to progress as required, the Company may terminate the employee's employment.

**23. HIGHER DUTIES**

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Where an employee is required to act in a higher classification, an allowance equal to the remuneration difference of the two classifications shall be paid for the shift during which the employee is acting.

**24. CLASSIFICATIONS**

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- 24.1 There will be two classification streams: Rail Operations and Yard Operations. Details of the classification structure are attached to this agreement as Appendix 8.

**24.2 Positions**

**24.2.1 Rail Operations stream**

The Rail Operations stream provides a structured career path for employees to become a Locomotive Driver and further to become a Driver Trainer and Train Crew Co-ordinator, as follows:

- a) Trainee Driver;
- b) Second Person;
- c) Driver in Training;
- d) Locomotive Driver;
- e) Driver Trainer;
- f) Train Crew Co-ordinator.

**24.2.2 Yard Operations stream;**

The Yard Operations stream provides a structured career path for employees engaged in yard operations. Where vacancies exist for Trainee Driver or Second Person in the Rail Operations stream, Yard Operations employees, subject to meeting relevant criteria, may transfer to the Rail Operations stream. Yard Operations stream positions are:

- a) Trainee Terminal Operator;
- b) Terminal Operator;
- c) Operations/Yard Coordinator.

## **PART 4 - REMUNERATION AND HOURS OF WORK**

### **25. REMUNERATION**

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#### **25.1 Flexible working arrangements**

25.1.1 In relation to the issues of Hours of Work and Remuneration in this Agreement, the Company, its employees or representatives nominated by the employees, agree to flexible working arrangements. The principle of remuneration reflects skills used and tasks completed, rather than the time taken to do the work, or when the work is performed.

25.1.2 Payment of wages under this Agreement shall be made fortnightly via electronic funds transfer to a bank account nominated by the individual employee concerned.

25.2 To maximise the flexible deployment of employees that is essential for the ability of the Company to meet the level of service required by customers, the remuneration has been determined in consideration of Additional Hours, allowances and shift and weekend penalties.

25.3 The remuneration detailed in subclause 25.6 below is based on the following three components:

25.3.1 A base rate for each Classification of employee based on a 38 hour week of Ordinary Hours;

25.3.2 A 25% loading of the Ordinary Hours for penalties and allowances described in subclause 25.2;

25.3.3 Payment for 4 hours overtime in addition to the Ordinary Hours per week (ie employees are available to work a 42 hour week).

25.4 The components in subclause 25.3 make up the Annual Aggregate.

25.5 In addition to the rates of pay in subclause 25.6 the following taxable payments will be made to employees covered by this Agreement on the dates shown:

25.5.1 On the date of commencement of this Agreement - \$1000.00

25.5.2 1 July 2014 - \$1000.00

25.5.3 1 July 2015 - \$1000.00

25.5.4 1 July 2016 - \$1000.00

## 25.6 Wage Table

<b>RAIL OPERATIONS</b>					
<b>Classification</b>		<b>Rate from 1 October 2013</b>	<b>Rate from 1 July 2014</b>	<b>Rate from 1 July 2015</b>	<b>Rate from 1 July 2016</b>
<b>Trainee (Level 1)</b>					
Hourly Aggregate		\$25.27	\$26.28	\$27.33	\$28.43
Annual Aggregate		\$55,189.00	\$57,397.00	\$59,693.00	\$62,081.00
<b>Second Person (Level 2)</b>					
Hourly Aggregate		\$30.24	\$31.45	\$32.71	\$34.02
Annual Aggregate		\$66,054.00	\$68,696.00	\$71,444.00	\$74,302.00
<b>Driver in Training (Level 3)</b>					
Hourly Aggregate		\$35.19	\$36.60	\$38.06	\$39.58
Annual Aggregate		\$76,850.00	\$79,924.00	\$83,121.00	\$86,446.00
<b>Mainline Driver (Level 4)</b>					
Hourly Aggregate		\$42.11	\$43.79	\$45.54	\$47.36
Annual Aggregate		\$91,960.00	\$95,638.00	\$99,464.00	\$103,443.00
<b>Driver Trainer (Level 5)</b>					
Hourly Aggregate		\$46.29	\$48.14	\$50.07	\$52.07
Annual Aggregate		\$101,098.00	\$105,142.00	\$109,348.00	\$113,722.00
<b>Train Crew Co-ordinator (Level 6)</b>					
Hourly Aggregate		\$48.60	\$50.55	\$52.57	\$54.67
Annual Aggregate		\$106,152.00	\$110,398.00	\$114,814.00	\$119,407.00
<b>Reserved rate of pay for employees referred to in paragraph 22.2.3</b>					
<b>Driver in Training (Level 3.5)</b>					
Hourly Aggregate		\$38.35	\$39.89	\$41.48	\$43.14
Annual Aggregate		\$83,767.00	\$87,118.00	\$90,603.00	\$94,227.00
<b>YARD OPERATIONS</b>					
<b>Classification</b>		<b>Rate from 1 October 2013</b>	<b>Rate from 1 July 2014</b>	<b>Rate from 1 July 2015</b>	<b>Rate from 1 July 2016</b>
<b>Trainee (Level 1)</b>					
Hourly Aggregate		\$25.27	\$26.28	\$27.33	\$28.43
Annual Aggregate		\$55,189.00	\$57,397.00	\$59,693.00	\$62,081.00
<b>Terminal Operator (Level 2)</b>					
Hourly Aggregate		\$30.24	\$31.45	\$32.71	\$34.02
Annual Aggregate		\$66,054.00	\$68,696.00	\$71,444.00	\$74,302.00
<b>Yard Co-ordinator (Level 3)</b>					
Hourly Aggregate		\$35.19	\$36.60	\$38.06	\$39.58
Annual Aggregate		\$76,850.00	\$79,924.00	\$83,121.00	\$86,446.00

**25.7 Annualised Salary for Yard Operations Employees**

- 25.7.1 The Company may pay a Yard Operations employee an annual salary in lieu of payments otherwise required under this Agreement.
- 25.7.2 Where an annual salary is paid the Company must advise the employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- 25.7.3 The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- 25.7.4 The annual salary of the employee must be reviewed by the Company at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

**26. ALLOWANCES**

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**26.1 Driver Only Operation Allowance**

- 26.1.1 An employee who is rostered to work, and actually works, a DOO shift, will be paid the DOO allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating locomotives or is provided assistance from another qualified person as part of the requirements for that shift.
- 26.1.2 Where an employee not rostered for a DOO shift is required to work, and works, DOO for fewer than four hours in the shift, a minimum of four hours DOO allowance will apply. Where an employee works more than four hours DOO under these circumstances payment of the DOO allowance for the full shift will apply.
- 26.1.3 Subject to paragraphs 26.1.1 and 26.1.2 above, where an employee undertakes DOO the employee shall be paid an allowance of 14% of the Hourly Aggregate Rate.

**26.2 Push Pull Allowance**

- 26.2.1 When the Company has met the conditions outlined in this agreement for 3 person push pull operation, then a push pull allowance of 7% for the period of time that each driver is rostered for push pull operations shall apply.
- 26.2.2 Each driver will be paid the allowance for the full rostered shift, where part of the shift is rostered for push pull operations.
- 26.2.3 The conditions for push pull working are to be found in Appendix 2 – Push-Pull Operations – Terms & Conditions.

**26.3 Car Allowance**

- 26.3.1 Where an employee is required to travel for work purposes using their own personal vehicle, the Company will pay an allowance based on the number of kilometres travelled. Such kilometres will not include travel between home and Home Station.
- 26.3.2 In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.

**26.4 Excessive Shift Length Meal Allowance**

- 26.4.1 Where a shift is in excess of the shift limits set down in clause 32 – Shift Limits by 15 minutes or more, a meal allowance of \$30.70 shall be paid. This allowance is to increase by the CPI each year for the life of the agreement.
- 26.4.2 When this allowance is necessary to be paid, the Company may require an employee to provide a report on the reasons for the shift length breach occurring.

**26.5 Meal Expenses - at Barracks and on Temporary Transfer**

- 26.5.1 Employees who are required to rest away in barracks in accordance with the provisions set down in clause 39 – Barracks Working shall be paid \$30.70 for every 8 hours or part thereof they are away from their Home Station.
- 26.5.2 When employees are away from Home Station in the case of temporary transfer, they shall be paid \$30.70 for every 8 hours or part thereof they are away from their Home Station. For clarification, those employees on temporary transfer and in receipt of meal expenses for the duration shall not be entitled to further barracks meal expenses.
- 26.5.3 This allowance shall be adjusted annually in line with CPI Increases for the life of the agreement.

**26.6 Payment for use of employee's own motor vehicle and travel to sign on points**

- 26.6.1 Where an employee agrees to use his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual Home Station (eg. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance).
- 26.6.2 The cost reimbursed shall be at the rate per kilometre for the vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.
- 26.6.3 For other travel, ie. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis.

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**27. HOURS OF WORK**

- 27.1 In recognition of the particular circumstances of the Company's operations, the overriding concerns in determining hours of work shall be the needs of the Company's clients and safety of operations, including the management of fatigue for operations employees.

**27.2 Hours of Work**

- 27.2.1 While every opportunity will be taken to accommodate an individual employee's requirements, including family and social needs, this clause focuses on ensuring maximum efficient deployment of employees.
- 27.2.2 The Roster Cycle hours of work for employees covered by this agreement are deemed to be those hours for which employees are required to work, subject to the provisions of this clause.



- 27.2.3 Roster Cycle hours will be the Ordinary Hours plus the Additional Hours component over a 4 week period. This requires employees to be available to work 168 hours for each Roster Cycle.
- 27.3 Employees who have made themselves unavailable (eg leave without pay or absent without leave) to perform their duties in any Roster Cycle will have their guaranteed payment hours (referred to in subclause 27.4) reduced by the number of hours of the shift or shifts for which they were unavailable. Where the hours of such shifts are not known, the reduction in guaranteed payment hours for each shift shall be 8.4 hours.
- 27.4 Employees who have been engaged as full-time employees who are rostered for less than 168 hours in a Roster Cycle as a result of not being required to perform duties in that Roster Cycle will be guaranteed payment for 168 hours in the Roster Cycle.

## **28. OVERTIME**

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- 28.1 Overtime shall be such time as identified in subclauses 28.3, 28.4 and 28.5 of this clause. Overtime will be paid at the following rates:
- 28.1.1 From commencement of this Agreement to 30 June 2014: 1.50 times the Hourly Aggregate Rate;
- 28.1.2 From 1 July 2014 to 30 June 2015: 1.50 times the Hourly Aggregate Rate;
- 28.1.3 From 1 July 2015 to 30 June 2016: 1.60 times the Hourly Aggregate Rate;
- 28.1.4 From 1 July 2016: 1.70 times the Hourly Aggregate Rate.
- 28.2 All time counted as Overtime must be time worked as rostered or as required by the Company.
- 28.3 Where an employee is required to perform hours in excess of 168 hours in a Roster Cycle, all such time shall be deemed to be Overtime.
- 28.4 Where an employee is required to be on duty in excess of 12 hours for a shift due to an emergency, (refer to clause 33 – Maximum Hours on Duty During Emergencies) all such excess time shall be deemed to be Stand Alone Overtime and paid with the applicable multiplier as set out in subclause 28.1 of this clause.
- 28.5 **Work on a Book Off Day**
- 28.5.1 Any time worked on a Book Off Day shall be paid as Stand Alone Overtime, using the multiplier in subclause 28.1.
- 28.5.2 Where an employee works into a Book Off Day or agrees to be called out early on a Book Off Day, they will be paid at the Stand Alone Overtime rate for the actual hours worked on the Book Off Day. The remaining hours worked will be paid as ordinary time and be counted as part of the Roster Cycle.
- 28.5.3 Where an employee agrees to work an extra shift on their rostered Book Off Days, the full shift will be paid as Stand Alone Overtime.
- 28.5.4 Working into a Book Off Day, other than by agreement, will occur only due to out of course running, and in no case shall an employee be required to work more than one hour into a Book Off Day or be rostered to work into a Book Off Day.

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**29. SHIFT CHANGES**

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- 29.1 Unless otherwise agreed in line with clause 7 of Appendix 1 – Rostering Code of Practice, an employee may be advised of a change to the sign on time of a rostered shift by receiving a call in the appropriate advice period prior to the commencement of the shift. Such changes will be limited to three hours either side of the original rostered sign on time for the shift.
- 29.2 An employee rostered for a local shift (sign on/sign off at same location) may be advised of a change to a barracks shift by receiving a call in the appropriate advice period prior to the commencement of the shift. Where advised of such a change outside of the appropriate advice period, the change must be by agreement.
- 29.3 **Advice period**
- 29.3.1 The AM advice period will be used for shifts commencing between 0000-0600 as set out in Appendix 1 – Rostering Code of Practice; and,
- 29.3.2 The PM advice period will be used for shifts rostered after 0600 as set out in Appendix 1 – Rostering Code of Practice.
- 29.4 The above advice periods will apply to both Forecast and Blank Line Rosters.

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**30. LIFT UP / LAY BACK**

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- 30.1 Lay Back is the process of having employees, if they can be contacted, start their shift later than originally rostered. The Company may lay back Train Crew to a maximum of four (4) hours from the time the shift was last advised to commence (as described in subclause 29.1).
- 30.2 Lift Up is the process of having employees, if they can be contacted, start their shift earlier than originally rostered. The Company may lift up Train Crew to a maximum of two (2) hours from the most recent time advised to commence (as described in subclause 29.1).
- 30.3 There is to be only a maximum of 2 changes to a shift (within lift up / lay back provisions for the sign on advice for the day), unless mutually agreed to by the individual Train Crew affected to more than two changes.
- 30.4 Should a driver agree to a lift up/lay back outside the conditions agreed above (ie 2/4 hrs), the employee is to be paid the extra hours at the Hourly Aggregate Rate and these extra hours will Stand Alone from the Roster Cycle.
- 30.5 Crews will be advised within the agreed personal call period specified by each employee for the purpose of lift up and lay back only.
- 30.6 Once called at barracks the Train Crew will be signed on at the times associated with that call.

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**31. SHIFT CANCELLATIONS**

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- 31.1 Where it is necessary to cancel a previously rostered shift a minimum of 12 hours notice from the rostered sign on time will be given.

- 31.2 Where shifts are cancelled with less than 12 hours notice and alternative work cannot be provided, crews will receive four (4) hours payment credited to their Roster Cycle hours for the period.
- 31.3 Where the cancelled shift would have been a stand alone shift the four (4) hours payment in subclause 31.2 will stand alone.

## **32. SHIFT LIMITS**

- 32.1 Subject to any lesser shift limits which might be set by relevant State or Federal Rail Safety Legislation, the maximum rostered shift limits for combinations of train crews are as follows:

<b>Type of Working</b>	<b>Crew Combination</b>	<b>Maximum Rostered Shift Length (sign on to sign off)</b>
Mainline	2 route-qualified Mainline Drivers	12 hrs
	1 route-qualified Mainline Driver + 1 non route-qualified Driver or Driver in Training;	11 hrs
	or, 1 Qualified Driver Trainer + 2 <sup>nd</sup> Person 1 route-qualified Mainline Driver + 2 <sup>nd</sup> Person	10 hrs
4 person Push Pull	4 route-qualified Mainline Drivers	12 hrs
	2 route-qualified Mainline Drivers + 2 non route-qualified Mainline Drivers or Driver in Training	11 hrs
	2 route-qualified Mainline Drivers + 2 2 <sup>nd</sup> Persons	10 hrs
3 person Push Pull	3 route-qualified Mainline Drivers	12 hrs
	2 route-qualified Mainline Drivers + 1 non route-qualified Mainline Drivers or Driver in Training	11 hrs
	2 route-qualified Mainline Drivers + 2 <sup>nd</sup> Person	10 hrs
Shunting and/or Provisioning Shifts Roll-by Shift	All combinations except DOO	10 hrs (can be extended by mutual agreement)
DOO Shunting	DOO qualified Driver	10 hrs
DOO Mainline 2 Person Push Pull	DOO qualified Driver	9 hrs

- 32.2 Trainees shall only travel as a third person on a train and shall observe the shift limits of the other crew members.
- 32.3 Signing on and off for shifts at Home Station, or barracks, are included in the shift limit.
- 32.4 **Limits on car driving**
- 32.4.1 Where a shift includes train operations and car driving a maximum of two hours car driving may be rostered between the hours of 2200 to 0600.
- 32.4.2 After a crew has been on duty for 10 hours no car driving may be rostered except where the crew is within one hour's drive of their Home Station, in which case the crew may drive a car to that Home Station.
- 32.4.3 Where out of course running, or other unforeseen circumstances, would result in an employee driving a car contrary to the provisions of 32.4.1 and 32.4.2 above, the situation will be managed between Live Run and the employee(s) concerned in accordance with the Company's fatigue management processes.
- 32.4.4 The Company will endeavour to limit the amount of car driving required between 2200 and 0600.
- 32.5 **Minimum Shift Provisions**
- 32.5.1 Minimum length of a worked shift for payment purposes is to be four hours for Overtime callout, travel passenger, and non train operations (eg training, meetings etc).
- 32.5.2 Minimum length of a worked shift for payment purposes is to be six hours for train operation shifts (which include car driving shifts).
- 32.5.3 Minimum length of a shift for payment to attend required medical examinations (non-workers' comp) is to be eight hours. Employees are expected to attend the pathology appointment in their own time, at least three days prior to the required medical examinations.
- 32.6 A maximum number of six 12 hour shifts are to be worked in any 14-day period, with a 12 hour shift being defined as any shift in excess of 11 hours.

### **33. MAXIMUM HOURS ON DUTY DURING EMERGENCIES**

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- 33.1 In case of an emergency, employees must be relieved and signed off from duty after a maximum period of 16 hours.
- 33.2 An emergency means, an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which:
- 33.2.1 Endangers, or threatens to endanger, the safety of persons; or,
- 33.2.2 Destroys or damages, or threatens to destroy or damage property.
- 33.3 In all cases extended hours in these circumstances are subject to the employee's indication of fitness to continue.
- 33.4 Where an emergency occurs, no safeworking is to be performed by the affected employee after having completed 12 hours from sign on.
- 33.5 Regardless of the foregoing provisions of this clause the maximum hours of a DOO shift shall be as provided in clause 32 – Shift Limits.

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**34. BOOK OFF DAYS**

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- 34.1 An employee shall be entitled to four Book Off Days per fortnight.
- 34.2 Book Off Days shall commence at 0000 hours and be:
- 34.2.1 a minimum of 30 hours duration in the case of single days; and,
  - 34.2.2 a minimum of 30 hours from midnight, and then 24 hours on consecutive days in the case of multiple Book Offs.
- 34.3 Book Off Days shall be posted by the Company on a master roster available for viewing by any employee.
- 34.4 The Company and the employee may mutually agree to swapping Book Off Days on days other than those posted on the roster.

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**35. MANDATORY REST DAYS**

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- 35.1 Mandatory Rest Days will be provided after having worked 11 consecutive shifts inclusive of sick leave in any 14 day period.
- 35.2 Mandatory Rest Days shall conform to the same conditions as a single Book Off Day as provided for in this Agreement.
- 35.3 Employees and/or the Company cannot circumvent the provisions of subclause 35.1.

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**36. MEAL BREAKS**

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- 36.1 On any shift that exceeds five hours, employees shall be entitled to take meals as follows:

Train crew of two qualified drivers with full road knowledge:	To be taken during the shift by driver rotation.
Any other train crew configuration; and, employees other than train crew:	A paid break of 30 minutes (and on shifts in excess of 10 hours a further paid break of 10 minutes) to be taken in accordance with subclause 36.2 below.

- 36.2 The timing of a defined paid meal break shall be agreed between the employee(s) and train controller or supervisor (as applicable). In the event of there being no agreement the 30 minute break shall be taken no later than the fifth hour of the shift, and the 10 minute break, where applicable, not later than 5 hours after the first break.
- 36.3 In all cases the timing of breaks will be such as to cause least disruption to operations.

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**37. SHIFT EXCHANGE**

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Employees may mutually exchange shifts subject to:

- 37.1 operational requirements; and,
- 37.2 fatigue management principles; and,
- 37.3 prior consent by the supervisor; and,
- 37.4 the arrangement being cost neutral to the Company.

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## **38. INTERVALS BETWEEN SHIFTS**

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Employees will be provided with the following minimum intervals between shifts.

38.1 At their Home Station: 12 hours.

38.2 At barracks:

38.2.1 The minimum break will be 8 hours.

38.2.2 Where available, a 10 hour break will be provided. Such a break may be reduced to no less than 8 hours to facilitate efficient train running, or, at the request of the employees, to facilitate an earlier return to home base.

38.2.3 It is not intended that the provisions of paragraph 38.2.2 above be used for the *ad hoc* lifting up of a crew for early departure.

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## **39. BARRACKS WORKING**

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39.1 Rosters for Train Crew with shifts involving rest away from the initial sign on location will incorporate a rostered return that optimises crew utilisation and considers crew dwell time at barracks.

39.2 Employees may be rested/booked off away from their Home Station once before returning to their Home Station.

39.3 Payment for resting in excess of 12 hours:

39.3.1 When resting away from the initial sign on location, employees will receive payment for all hours in excess of twelve (12) hours.

39.3.2 All hours from the thirteenth hour and up to the sign on time will Stand Alone from working hours and will not be credited against the Roster Cycle hours, such hours to be paid at the aggregate rate of pay.

## **PART 5 - LEAVE**

### **40. RATE OF PAYMENT FOR LEAVE**

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All paid leave provided for in Part 5 – Leave of this Agreement shall be paid at the appropriate Hourly Aggregate Rate.

### **41. ANNUAL LEAVE CONDITIONS**

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#### **41.1 Entitlement**

- 41.1.1 Full time (shift work) employees shall be entitled to five weeks annual leave per year.
- 41.1.2 To avoid doubt, this means a full time (shift work) employee (other than a casual employee) who is covered by this agreement shall be entitled to be absent from work on paid leave for a period of five calendar weeks, whether taken consecutively or not.

#### **41.2 Accrual**

- 41.2.1 Annual leave will accrue weekly according to the employee's Ordinary Hours of work.
- 41.2.2 Annual leave shall accrue in respect of any authorised period of paid absence from duty.
- 41.2.3 An employee may, with the approval of the Company, accrue up to 10 weeks' annual leave. Where accrual exceeds 10 weeks or where approval has not been given, the Company, by giving a minimum of four weeks' notice, may require the employee to clear accrued leave in excess of five weeks.

#### **41.3 Approval to take annual leave**

Annual leave may be taken as agreed between the Company and the employee or as otherwise provided in this Agreement.

- 41.4 Annual leave shall be rostered as agreed between the Company and the majority of employees at each work location. Where no agreement is reached annual leave shall be rostered as provided in paragraphs 41.4.1 and 41.4.2 below.

- 41.4.1 From 2014, each year before June 30, the company shall post a leave roster at each work location showing the planned dates for clearance of annual leave by employees. Leave rosters shall be compiled with due consideration to employee requests and the equitable sharing of leave during particular seasons and periods of demand. The process will include the employee nominating specific times the leave is requested, which will then be considered by the Company.
- 41.4.2 Once the leave roster has been posted, an employee may exchange periods of leave with a fellow employee providing the period of leave is for the same time period. Should a leave allocation period become available once the leave roster has been posted, due to an employee leaving the Company or moving to a different work location, then another employee may request to change his or her allocation to the vacated position. Granting such requests by the Company under this subclause will be subject to operational requirements.

**41.5 Annual Leave exclusive of other leave**

41.5.1 A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with clause 43 - Long Service Leave; clause 44 - Public Holidays; clause 45 - Personal/Carer's Leave; clause 46 - Compassionate Leave; clause 48 - Voluntary Emergency Management Leave; clause 49 - Military Leave; and clause 50 - Jury Duty.

41.5.2 This means an employee is not taken to be on annual leave when on any other paid leave type as listed previously and any annual leave taken for that period should be re-credited.

**41.6 Cashing Out of Leave**

An employee may cash out a portion of the employee's accrued annual leave subject to the following conditions:

41.6.1 Each cashing out of a portion of leave must be by separate written agreement between the employee and the Company;

41.6.2 The employee's remaining accrued entitlement to paid annual leave after the cashing out must be no less than five weeks;

41.6.3 In all cases the cashed out leave will form part of the employee's taxable earnings and the Company will deduct applicable tax;

41.6.4 In considering any application by an employee to cash out annual leave the Company will take into account the potential workplace health and safety impact on the employee of the leave not being taken.

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**42. ANNUAL LEAVE LOADING**

Leave loading of 20% shall be paid in addition to the pay set out in clause 40 whenever an employee proceeds on annual leave.

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**43. LONG SERVICE LEAVE**

43.1 The terms of the relevant State Long Service Leave legislation shall apply, to those employees based in that State.

43.2 In addition, provided that the following entitlement is higher than that stated in the relevant legislation, an employee with at least five years continuous service will be entitled to pro rata long service leave. This will only occur where the Company terminates the employee's services for reasons of:

43.2.1 redundancy; or,

43.2.2 ill health where the employee is certified permanently unfit to perform the duties of their appointed position.

43.3 Where an employee is sick while on long service leave for a period in excess of five days, and that period is supported by a medical certificate or statutory declaration recognised by the Company, the period of long service leave, will be re-credited for the period (covered by the medical certificate/statutory declaration) unless otherwise agreed. Personal Leave will be adjusted to reflect the leave re-credited from Long Service Leave.



#### **44. PUBLIC HOLIDAYS**

##### **44.1 Prescribed Public Holidays**

An employee shall be entitled to holidays without loss of pay on the following days. No substitution under any State law will apply to the below dates:

New Year's Day	1 January;
Australia Day	26 January;
Good Friday	as gazetted;
Easter Saturday	as gazetted;
Easter Monday	as gazetted;
Labour Day	as gazetted;
Anzac Day	25 April;
Queen's Birthday	as gazetted;
Christmas Day	25 December;
Boxing Day	26 December.

One other day as follows:

- a) For employees engaged in Intermodal operations – the first weekday after 26 December;
- b) For employees engaged in Bulk operations – the Friday before the October public holiday.

**44.2** Where an employee is required to work on a Public Holiday that employee shall be entitled to the following:

##### **44.2.1 Rostered to work on a Public Holiday**

- a) payment for the actual hours worked on the Public Holiday at 1.5 times the Hourly Aggregate Rate; plus,
- b) payment for hours worked in the shift on either side of the Public Holiday at the Hourly Aggregate Rate; plus,
- c) payment of eight point four hours (8.4hrs) stand alone for the Public Holiday at the Hourly Aggregate Rate;
- d) the hours worked are counted as part of the Roster Cycle.

##### **44.2.2 Called in to work on a Public Holiday**

- a) payment of all hours worked on the shift at the relevant overtime rate in clause 28 - Overtime; plus,
- b) payment of eight point four hours (8.4hrs) for the Public Holiday at the Hourly Aggregate Rate;
- c) the hours worked are Stand Alone.

**44.3** Where an employee is not required to work on a Public Holiday or is rostered off, the employee will be paid 8.4 hours at the Hourly Aggregate Rate. These 8.4 hours are included as ordinary working time for the Roster Cycle.

**44.4** Part time employees shall be entitled to Public Holidays provided the holidays occur on a day which the employee normally works and this will be paid as set out in subclauses 44.2 and 44.3.

- 44.5 A casual employee required to work on a Public Holiday will be paid at the employee's casual rate of pay plus 1.5 times the Hourly Aggregate Rate for the hours worked on the day.
- 44.6 Where a Public Holiday falls within a period of an employee's annual leave, the employee shall be re-credited the annual leave day or have an additional day of leave added to that period off work.

#### **45. PERSONAL / CARER'S LEAVE**

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- 45.1 Personal/Carer's leave is for the purpose of providing income for full and part time employees unable to attend work due to personal injury or illness or unexpected emergency of a member(s) of their immediate family/household that requires the employee to care for or support that person.
- 45.2 Based on operational requirements and subject to approval, employees may also make application in advance with their supervisor to access personal/carer's leave for the following reasons:
- 45.2.1 Registered Blood Donors to donate blood without loss of pay on no more than four occasions per year, if required;
  - 45.2.2 Registered Australian Bone Marrow and Kidney Donors are entitled, at the convenience of the Company, to five (5) days paid leave to donate bone marrow or a kidney. Such employees must provide a valid medical certificate.
- 45.3 The term immediate family includes:
- 45.3.1 A partner (including a former partner, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who lives with the employee in a relationship as a couple on genuine domestic basis; and,
  - 45.3.2 A child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or partner of the employee.
- 45.4 For the purposes of paragraph 45.3.2, if a person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person.
- 45.5 **Entitlement**
- 45.5.1 Full time employees are entitled to 13 days personal/carer's leave per year.
  - 45.5.2 Unused personal/carer's leave will accrue indefinitely.
  - 45.5.3 Employees may elect to use annual leave as additional personal/carer's leave. This will only apply in respect to subclause 45.2.
- 45.6 Subject to subclause 45.7 an employee may elect to take unpaid leave for the purpose of providing care to a family member who is ill.
- 45.7 **Additional unpaid leave to be approved**
- 45.7.1 Additional unpaid personal leave may be granted upon the production of a medical certificate or statutory declaration.

45.7.2 Leave without pay is only available once all personal leave has been exhausted.

45.8 The use of personal leave is subject to the following conditions:

45.8.1 An employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to worker's compensation.

45.8.2 An employee shall not be entitled to paid personal leave in respect of other than Roster Cycle hours of employment.

45.8.3 The employee shall take all reasonable steps prior to the commencement of such absence, to inform the Company as soon as possible of the employee's inability to attend for duty and the estimated duration of the absence.

45.8.4 An employee must advise the Company of their intention to resume duty as soon as they become aware of their ability to do so.

45.8.5 Where the advice in paragraph 45.8.4 above:

- a) is provided before the relevant AM or PM advice period in clause 29, Shift Changes, the employee may resume duty on the employee's next rostered shift;
- b) is provided during or after the relevant advice period in clause 29, Shift Changes, the employee may only resume duty on the employee's next rostered shift, or other available shift, where expressly allowed by the Company, otherwise the employee's absence on personal leave, whether paid or unpaid, will continue until the shift following the next rostered shift.

45.9 **Proof of reason for absence**

45.9.1 Medical certificates or statutory declarations are to be provided for all absences where requested by the Company.

45.9.2 The Company may request a medical certificate or statutory declaration where it has a concern about the frequency, pattern or genuineness of an employee's absence.

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## **46. COMPASSIONATE LEAVE**

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46.1 An employee is entitled to up to three days compassionate leave for each occasion when a member of the employee's immediate family:

46.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or,

46.1.2 sustains a personal injury that poses a serious threat to his or her life; or,

46.1.3 dies.

46.2 An employee wishing to access leave under this clause must notify the Company in accordance with clause 45.8.3 above.

46.3 The Company may require an employee taking leave under this clause to provide documentary evidence of the illness, injury or death of the member of the employee's immediate family.

46.4 In this clause "immediate family" has the same meaning as in subclause 45.3 above.

- 46.5 An employee, other than a casual employee, taking leave under this clause will be paid for rostered working time lost as a result of taking the leave.

#### **47. TRAUMA LEAVE – ASSOCIATED WITH SERIOUS ACCIDENTS OR INCIDENTS**

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- 47.1 This clause refers to circumstances where an employee covered by this Agreement is in charge of a train that is involved in a serious accident or incident that results in an injury or fatality to another party or parties or is involved in a near miss.
- 47.2 In the event of a near miss the Company shall make every effort to relieve the employee at the employee's request.
- 47.3 In the event of a fatality the Company shall ensure that:
- 47.3.1 the employee is replaced as soon as practicable by a suitably qualified employee; and,
  - 47.3.2 the employee is provided with transport to their home or their home station, as elected by the employee; and,
  - 47.3.3 the employee is provided with up to two days paid leave to receive psychological counselling from a qualified practitioner.

#### **48. VOLUNTARY EMERGENCY MANAGEMENT LEAVE**

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- 48.1 Voluntary Emergency Management Leave is derived from the Fair Work Act provisions for Community Service Leave and means:
- 48.1.1 an activity that an employee engages in on a voluntary basis;
  - 48.1.2 that relates to an emergency or natural disaster; and,
  - 48.1.3 the employee is a member or quasi member of an emergency management body; and,
  - 48.1.4 the employee was requested or would have been requested by that body to engage in the activity.
- 48.2 Employees who are members of a recognised emergency management body (e.g. Country Fire Service, State Emergency Services) as defined by the Fair Work Act must advise their Manager of the relevant details of their membership responsibilities. Such employees may be released from duty, if called upon at times of declared emergencies. The employee must advise their Manager immediately when notified that they are required for duty in an emergency, or as soon as is reasonably practicable and of the expected period of absence.
- 48.3 On resumption of duty, an employee should provide proof of attendance certified by an authorised representative of the emergency service to which the employee was attached. Wherever possible, times of attendance should be shown.
- 48.4 Emergency leave is unpaid leave; however for such absences an employee may apply for and will be granted paid leave from their accumulated annual leave or take leave without pay.

#### **49. MILITARY LEAVE**

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- 49.1 Subject to legislative requirements, military leave may be granted to employees who are volunteer part-time members of the Australian Defence Forces.

- 49.2 Military leave is unpaid leave, however, for such absences an employee may apply to use leave from their accumulated annual leave, where they are not being paid for service, or may apply for leave without pay.

## **50. JURY DUTY**

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- 50.1 Where an employee (other than a casual) is required for jury service during their ordinary working hours the Company will make up the difference between the daily attendance fee paid by the Court and the employee's normal wage.
- 50.2 To ensure that the employee does not suffer any hardship during a period of jury service, the Company will, in good faith, pay the employee their normal wage while on jury service, provided that the employee reimburses the Company the payment that the employee receives from the Court in respect of lost wages.
- 50.3 The employee must provide the Company with:
- 50.3.1 notification as soon as possible of the date upon which the employee is required to attend for jury service;
  - 50.3.2 evidence that the employee has taken all necessary steps to obtain any amount of jury service pay that the employee may be entitled to under relevant laws;
  - 50.3.3 evidence of the payment received from the court for attendance, (even if the amount is nil);
  - 50.3.4 evidence of their attendance, including the duration of such attendance.

## **51. PARENTAL LEAVE**

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### **51.1 Unpaid leave**

Employees are entitled to unpaid parental leave in accordance with the National Employment Standards.

### **51.2 Paid leave**

- 51.2.1 Full-time or Part-time employees who have been employed by the Company for a continuous period of at least 12 months, and who are the primary care giver of a child, are eligible for 14 weeks' paid parental leave in accordance with the Company policy as varied from time to time.
  - 51.2.2 Paid parental leave forms part of, and is not in addition to, the employee's entitlement to leave under subclause 51.1 above.
- 51.3 The entitlement to paid parental leave under this clause is in addition to any entitlement under the *Paid Parental Leave Act 2010* (Cth).

## **PART 6 – EMPLOYMENT RELATIONS**

### **52. INTRODUCTION OF CHANGE**

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#### **52.1 Company's duty to notify**

52.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology or changes to the workforce that are likely to have 'significant effects' on employees, the Company shall notify the employees who may be affected by the proposed changes and their nominated representatives.

52.1.2 'Significant effects' include:

- a) termination of employment;
- b) major changes in the composition operation or size of the Company's workforce or in the skills required;
- c) the elimination or reduction of job opportunities;
- d) promotion opportunities or job tenure;
- e) the alteration of hours of work;
- f) the need for retraining or transfer of employees to other work or locations;
- g) restructuring of jobs.

52.1.3 Provided that where this agreement makes provision for alteration of any of the matters referred to above, an alteration shall be deemed not to have significant effect.

#### **52.2 Company's duty to discuss change**

52.2.1 Where changes are proposed to be introduced as set out in subclause 52.1, the Company shall discuss with the affected employees and their nominated representatives if requested by the employees:

- a) the effects the changes are likely to have on employees;
- b) measures to avert or mitigate the adverse effects of such changes on employees,

and shall give prompt consideration to matters raised by the employees and their nominated representatives in relation to the changes.

52.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 52.1.

52.2.3 For the purposes of such discussion, the Company shall provide in writing to the employees and their nominated representatives, all relevant information about the changes including:

- a) the nature of the changes proposed;
- b) the expected effects of the changes on employees; and,
- c) any other matters likely to affect employees.

52.2.4 Provided that the Company shall not be required to disclose confidential information, of which the disclosure would be contrary to the Company's interests.

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**53. DISPUTE SETTLING PROCEDURE**

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- 53.1 This procedure shall be used to resolve workplace disputes, including disputes about any matters arising under this Agreement, and any matters relating to the National Employment Standards.
- 53.2 **Dispute settling steps**
- 53.2.1 In the event that an employee(s) has a problem which is likely to cause conflict, it shall be raised in the first instance by the employee(s) with the appropriate supervisor.
- 53.2.2 If the matter is not resolved, the matter may be raised by the employee(s) and/or the employee(s) representative with the Company's human resources manager (or their nominee). In taking the dispute to this stage the employee(s) shall set out the issues in dispute using the Notice of Dispute Form at Appendix 9 of this Agreement.
- 53.2.3 If the matter remains unresolved the question shall be discussed between the Company's representative and the representative of the employee(s). Each representative shall take all reasonable steps to resolve the dispute.
- 53.3 If the dispute remains unresolved after the procedures specified in subclause 53.2 have been concluded, the matter shall be referred to the Fair Work Commission for resolution. The Fair Work Commission shall have all the procedural powers it considers necessary or appropriate for the resolution of the dispute where the parties agree to vest the Fair Work Commission with such powers on a case by case basis.
- 53.4 While the above procedures are being followed, all work shall continue as normal prior to the dispute occurring.
- 53.5 Normal operations will not continue where a genuine and serious safety concern makes it unsafe to continue normal operations and is the issue in dispute.
- 53.6 The ultimate terms of the settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.
- 53.7 The commitment by the parties to this process represents a joint recognition that the dispute avoidance and settlement procedure is a key feature of this Agreement. After each of the steps in subclause 53.2 is completed there is a 48 hour cooling off period between each step.

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**54. WORKPLACE REPRESENTATIVE RIGHTS**

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- 54.1 The Company recognises the role of workplace representatives and will permit such representatives to perform their role without discrimination. This clause is subject to the representatives concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement. The Company recognises that a union covered by this agreement may have workplace representatives in the workplace.
- 54.2 It is further recognised that workplace representatives represent employees at the workplace and will be allowed reasonable time to attend to any work related matters, without limitation, on behalf of employees but must advise their supervisor prior to attending to any such matters.



- 54.3 The Company will allow workplace representatives reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace representative will be subject to the representative complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.
- 54.4 Workplace representatives will be entitled to reasonable unpaid time off to attend meetings, congresses and conferences, including those that may be arranged by a union covered by this agreement subject to operational constraints. Workplace representatives seeking such leave are required to give two (2) weeks notice and the Company will not unreasonably refuse to approve such leave.
- 54.5 The Company will provide a lockable notice case to be used by workplace representatives for posting formal notices which may include notices from a union covered by this agreement, signed off by the representative/s and or a Union official of a union covered by this agreement.
- 54.6 Special paid leave, at the Hourly Aggregate Rate, will be granted to employees of the Company for the time they would have been performing their rostered hours if the employees:
- 54.6.1 are elected as a workplace representatives; or,
  - 54.6.2 are elected through the Australian Electoral Commission as workplace representatives of a union which is covered by this Agreement,
- to attend the Union's National Council; National Executive, Branch Council, Branch Executive or Divisional Committee meetings, or an otherwise equivalent.
- 54.7 The special paid leave will be available subject to operational requirements and approval and will not be unreasonably withheld. To be eligible for special paid leave, the employee:
- 54.7.1 is required to apply for leave at least four (4) weeks prior to the meeting; and,
  - 54.7.2 is required to provide documentary evidence, signed by either an appropriate authorised Officer or the appropriate authorised officer of the Union which is covered by this agreement, that they are either an elected workplace representative or elected workplace representative of the Union and are required to attend the meeting. This documentation must also include the duration of the meeting.

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## **55. WORKPLACE RELATIONS TRAINING**

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- 55.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between the Company and its employees.
- 55.2 It is recognised by the Company that where appropriate, unions covered by this agreement will identify appropriate training course content and ensure that all training of this content is delivered by appropriately qualified trainers to appropriate workplace representatives. Unions covered by this agreement will fund all costs associated with the development and delivery of that specific workplace relations training programmes.



- 55.3 Subject to operational requirements, the Company will allow a maximum of up to three days per nominated employee each calendar year to attend training under this arrangement provided that no more than three employees at each work site will be considered for this leave in any calendar year.
- 55.4 Any time paid provided under this clause will be paid at the Hourly Aggregate Rate.

## **PART 7 – DRIVER ONLY OPERATIONS**

### **56. IMPLEMENTATION OF DRIVER ONLY OPERATIONS**

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- 56.1 The parties agree that, subject to regulator requirements, DOO is an operational option for the Company, provided that DOO is implemented in accordance with implementation and operational requirements and consistent with relevant regulations, standards and operating procedures. Where operational procedures are proposed to be changed all affected parties will be involved in the change process.
- 56.2 The parties acknowledge that a range of previously agreed provisions govern the development and implementation of DOO. These are attached at Appendix 5 and Appendix 6 of this Agreement.
- 56.3 The parties further acknowledge that some provisions may not be applicable to the situation where DOO is being considered. The process for undertaking the implementation of DOO will include the Company SHE Committee (as per clause 19) considering the requirements outlined in Appendix 5 and Appendix 6. Where the consultative process does not result in agreement, the Dispute Settling Procedure may apply. This clause is not intended to alter the intent of the requirements in Appendix 5 or Appendix 6, but rather to recognise that future changes in requirements and technology may cause the requirements outlined in Appendix 5 or Appendix 6 to be deemed obsolete or inferior.
- 56.4 The Company may continue to introduce driver only shunting, local and mainline duties across its operations where safeworking regulations allow.
- 56.5 Where DOO is already operational in the Company, it will continue to operate in accordance with the procedures in place at the commencement of this Agreement.

## PART 8 - SIGNATORIES

### SIGNATURES

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Signed for and on behalf of Interail Australia Pty Ltd



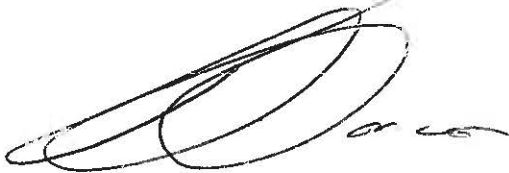
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Signed

Date 04 / 11 /2013

Name: Hans Anneveldt  
Position: Vice President Intermodal  
Address: 11 Chambers Road, Altona North, Victoria 3025

Signed for and on behalf of the employees of Interail Australia Pty Ltd covered by this Agreement



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Signed

Date 5 / 11 /2013

Name:

Position: NATIONAL SECRETARY

Address: Suite 210, 4 Goulburn St, Sydney.

## **APPENDIX 1 - ROSTERING CODE OF PRACTICE**

### **1 Rostering principles**

**(a) Master Rosters may consist of :**

- I. Blank Line Roster;**
- II. Forecast Roster; or,**
- III. Combined Blank Line / Forecast Roster.**

**(b) A Master Roster shall be exhibited primarily to indicate:**

- I. Book off days, which shall be a minimum of 104 per annum averaged over the roster cycle;**
- II. All known and / or forecast work including sign on / sign off times for known work.**

**(c) The Company will maximise the amount of forecast working where business and operational requirements make it practical to do so.**

**(d) In developing rosters the Company and local rostering committee must take into account the following:**

- I. Work, family and social life balance;**
- II. Occupational Safety and Health and duty of care;**
- III. Fatigue management principles;**
- IV. Maintenance of qualifications;**
- V. Optimal staff productivity;**
- VI. Equitable distribution of work;**
- VII. Relevant conditions of employment.**

**(e) The number of Company-initiated Master Roster changes shall not exceed four (4) in any twelve (12) month period, unless with the agreement of a majority of employees at the affected depots or worksites.**

**(f) Where a change to a Master Roster is proposed formal consultation will commence at least twenty eight (28) days prior to the intended implementation date of the new Master Roster.**

**(g) Weekends off duty**

- I. Master Rosters shall be arranged to provide the maximum number of weekends rostered off duty, which shall be at least one weekend in four.**

- II. A weekend off duty shall, subject to paragraph III below, comprise at least 58 hours off duty starting no later than 2000 hours on the Friday and finishing at 0600 hours on the following Monday.
- III. The number of rostered weekends off duty and the start and finish times of such weekends may be varied by agreement between the Company and a majority of affected employees at the affected depot or worksite, provided that the rostered time off is at least 54 or 58 hours as provided above.

**(h) Annual Leave Relief**

- I. All Forecast and Combination rosters will include a minimum of one Annual Leave Relief line for each ten lines in the roster. The annual leave relief line will form part of the normal roster rotation.
- II. The roster line of an employee on planned leave will be substituted for the Annual Leave Relief line by giving the relieving employee a minimum of nine days' notice. Where such notice is given the relieving employee will perform the work and book offs on the substitute line.
- III. Where no relief work is allocated in accordance with paragraph II above, the Annual Leave Relief line will be a Blank Line worked in accordance with clause 2 below and the book off days allocated on that line will be observed.

- (i) All employees will be allocated to a permanent line and rotate through the lines in their roster. As far as practicable hours of work will be equalised over the roster.

**2 Blank Line Rosters**

- (a) A Blank Line roster is a roster which includes only posted book off days.
- (b) Advice of working times for employees will be as follows:
  - I. Employees required to sign on after midnight and prior to 0600 hours the following day must be contacted in the AM advice period. The AM advice period is 0900 hours to 1130 hours.
  - II. Employees required to sign on after 0600 hours on the following day must be contacted in the PM advice period. The PM advice period is 1500 hours to 1730 hours.
  - III. Notwithstanding paragraphs I and II above, an employee on duty may be given advice of the employee's next turn of duty, at the beginning, end, or during the shift.

**3 Forecast Rosters**

- (a) A Forecast Roster is a roster which includes posted book off days and all known and /or forecast work. This includes all sign on and sign off times and any barracks working.
- (b) A daily work plan may also be used to provide specific details of sign on times, sign off times, fatigue score, barracks working (including return job) and any other relevant information requirements.
- (c) Working Rosters
  - I. Where variations are required to any forecast work shown on a Master Roster, and such variations do not impact on book off days, a Working Roster may be developed.

- II. Working Rosters must be posted at least nine days in advance of the day on which the Working Roster is to commence and contain all forecast work for that fortnight.
- III. Working Rosters contain all the work allocated to a depot in the Master Roster. It allocates employees to work lines and adjusts the work to accommodate additional trains, cancelled trains, planned leave and / or any other issue known at the time of posting the Working Roster.

#### **4 Combination Rosters**

A Combination Roster is a roster containing both forecast work and blank lines.

#### **5 Work as Required**

- (a) Work as Required (WAR) days are days where employees are required to be available for work if rostered.
- (b) Employees must make themselves available to be contacted by an agreed method during the advice periods in subclause 2(b) of this Appendix.
- (c) Where an employee is notified, in accordance with the advice provisions in subclause 2(b) of this Appendix, of the requirement to work a shift, all hours of the shift will count towards roster cycle hours.
- (d) Where an employee is notified, outside of the advice provisions in subclause 2(b) of this Appendix, of the requirement to work a shift, all hours of the shift will be paid as stand alone overtime, except where such notification is given as a result of the employee not being contactable during the advice period.
- (e) Where an employee is required to work two shifts within a WAR day:
  - I. the second shift on the day shall be paid at the overtime rate; and.
  - II. except where the provisions of paragraph 5(c) of this Appendix apply, all hours will count towards roster cycle hours.
- (f) Where an employee is rostered for a WAR day and is not provided with a shift on that day the employee will be credited 6 hours towards the employee's roster cycle hours.
- (g) The rostering of WAR days will be phased out within six months of the commencement of this Agreement.

#### **6 Book Off Days**

- (a) A book off day can be altered only by a change to the Master Roster, unless otherwise agreed with the affected employee.
- (b) Single book off days should be avoided wherever possible in favour of grouping days off.

#### **7 Roster Changes**

- (a) The Company will use its best endeavours to construct Master Rosters to reflect the known and likely work so as to minimise the changes that may be required to rosters.

- (b) Train working changes and Train Crew absences can occur on a regular basis and at short notice. These changes may result in shift cancellations, additional shifts, shift adjustments (e.g. start times) or changes to shift lengths.
- (c) Where these changes occur as much notice as practical will be given, and consideration will be given to:
  - an employee's personal and family circumstances;
  - operational requirements;
  - depot guidelines established at the depot;
  - arrangements agreed between the Company and individual employees at the relevant depot;
  - fatigue management principles, including "time of day" considerations;
  - the number of shifts an employee has worked;
  - the length of the shifts that the employee has worked; and,
  - the breaks an employee has had between the shifts worked.
- (d) Subject to relevant occupational safety and health, fatigue management and operational issues, employees may mutually exchange rostered working shifts with the approval of the Company. The Company will not unreasonably withhold approval where such requests are cost neutral.

## **APPENDIX 2 - PUSH-PULL OPERATIONS - TERMS & CONDITIONS**

### **2.1 3 Person Push-Pull Operations**

- (a) These terms and conditions are regarded as the conditions peculiar to three person Push-Pull Operations.
- (b) Three person Push-Pull Operations shall be crewed by at least two route qualified drivers. A qualified driver must be on the front and rear locomotive at all times. The third person shall be suitably qualified in systems of relevant state safe working for the route and will travel on the lead locomotive in the direction of movement.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.

### **2.2 2 Person Push-Pull Operations**

- (a) These terms and conditions are regarded as the conditions peculiar to two person Push-Pull Operations.
- (b) Two person Push-Pull Operations shall be crewed by two DOO and route qualified drivers.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.
- (d) All locomotives must be approved DOO Mainline locomotives.

### **2.3 In the event of disagreement the Dispute Settling Procedure will apply.**



### **APPENDIX 3 - REMOTE CONTROL SHUNTING**

- 3.1** The Company may during the life of this agreement, wish to evaluate the use and introduction of new technology in its operations, such as:
- Remote Control Shunting;
  - Remote Control Loading / Unloading. Remote Control Shunting Tractor.
- 3.2** This will be subject to consultation and a business case proposal.
- 3.3** The introduction of this working will attract a minimum allowance of 9%.

## APPENDIX 4 - RELAY WORKING

### 4.1. Definitions

**“Relay Working”** is the method of crewing a train to permit continuous operation of the train and requires employees to rotate between work on the locomotive(s) and resting/sleeping in a crew van that is part of the train. For this Agreement, it also includes shunting work in Adelaide and Perth as is the current practice.

### 4.2. Application

- 4.2.1 This Appendix covers matters pertaining to the Company's train operations between Adelaide and Forrestfield (**the corridor**) for the services which are crewed by Train Crew based at the Company's Adelaide Depot.
- 4.2.2 The intent and contents of this Appendix are to be read in conjunction with the other parts of this Agreement. If there is any conflict between this Appendix and other parts of the Agreement, then the provisions of this Appendix will prevail for the Relay Working operation.
- 4.2.3 The content of this Appendix is not intended to alter any of the terms or conditions of employment for staff employed elsewhere in Australia under this Agreement. Should an employee, from elsewhere in Australia, elect to perform Relay Working then they shall be covered by the provisions of this Appendix for that work.

### 4.3 Operation of Relay Working

- 4.3.1 The parties agree to Relay Working being used as an option available to the Company for trains running in both directions on the corridor.
- 4.3.2 All persons employed by the Company to perform Relay Working on the corridor will be employed on a permanent full time basis with the Company.

#### 4.3.3 Working Arrangements

- 4.3.3.1 A train may be crewed in accordance with the available crewing configurations provided for in this Agreement for different parts of a train's journey.
- 4.3.3.2 Relay crews shall comprise of a four person crew (two working / two resting) in accordance with the following trip, shift, rest limitations:

4.3.3.3

Maximum duration of relay trip*	Maximum work shift per rotation	Minimum rest break per rotation
54 hours	9 hours	8 hours

\* The maximum duration of a relay trip is calculated from sign on at home location to sign off at the home location. Or, in the case of a relay trip that involves a book off away from the home location then the outward and return trips will be calculated as discrete trips.

- 4.3.3.4 Relay Working may involve trips where the operation is continuous and the crew cycles through the work / rest rotation for the full duration of the relay job. In other circumstances the relay operation may involve the train terminating and the whole crew going to rest in accommodation away from the crew van.

4.3.3.5 There may be some circumstances where the whole crew may be required to rest in the crew van. This may arise due to the operation requiring a quick turnaround and / or there being no suitable accommodation. Where such circumstances are proposed the employees involved shall be consulted prior to the operation being implemented.

4.3.3.6 Relay work / rest rotations will be determined through consultation having regard for the length of the trip, operational requirements, the equal allocation of work / rest and the collective preferences of the employees required to undertake the work.

#### 4.3.4 Rostered Rest Arrangements

4.3.4.1 The minimum rostered rest period at Home Station following a Perth – Adelaide relay trip will be 96 hours. Where out of course running results in an employee working into the rostered rest period, the minimum break in paragraph 4.3.4.6 will apply.

4.3.4.2 An employee is entitled to a minimum rest period of 24 hours prior to the commencement of a relay job.

4.3.4.3 An employee may request to commence a relay job prior to the minimum rest period however, such requests will be subject to the employee meeting fatigue management principles.

4.3.4.4 Relay trips involving book offs shall have the following minimum rostered rest periods at the book off location:

Following a relay trip	Of up to 32 hours -	10 hours
	Over 32 hours -	12 hours

4.3.4.5 Where operational / return working requirements are such that the prescribed minimum rest periods may be impacted then the minimum break is to be accommodated by the two crews having staggered sign off / sign on times as follows:

- (a) one crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest; and/or,
- (b) where there is terminal / preparation work to be performed before departure one crew signing on earlier to undertake this work.

4.3.4.6 On return to the employee's home location following a relay operation the employee shall be entitled to a minimum break as follows:

Type of Relay Trip	Duration of Relay Trip	Minimum Break at Home
Trips not involving a book off and the relay trip is -	24 hours or less	14 hours
	>24 hours & < 32 hours	16 hours
	>32 hours & < 54 hours	30 hour RTO from midnight on the day of book off
Trips involving a book off and the return relay trip is-  NB: These breaks are for crews working relay on both the out and back trips.	24 hours or less	28 hours
	>24 hours & < 32 hours	32 hours
	>32 hours & < 40 hours	36 hours
	>40 hours & < 48 hours	58 hours and no earlier than 0700 hours after 2 nights in bed.
	>48 hours & < 54 hours	62 hours and no earlier start than 0700 hours after 2 nights in bed

4.3.4.7 For the purpose of covering unplanned matters such as; short notice absences, out of course working and emergencies (as defined), an employee may, at the employee's discretion, resume earlier than the prescribed minimum hours. Employees may only resume work if they meet fatigue management principles.

- 4.3.4.8 An employee may request to resume work prior to the minimum rest period however, such requests will be subject to the employee meeting fatigue management principles.

**4.3.5 Remuneration**

- 4.3.5.1 During a relay operation time spent working will be paid at the employee's full Hourly Aggregate Rate.
- 4.3.5.2 During the relay operation for the service Forrestfield to Adelaide and return, time spent resting / sleeping in the crew van will be paid 100% payment whilst resting and for that time to count as working time.
- 4.3.5.3 Overtime for crews on Relay trips shall be paid at 1 times the Hourly Aggregate Rate for all hours in excess of 168 per 4 weeks cycle.
- 4.3.5.4 Where an employee principally engaged in relay working is required to undertake work other than relay work, the employee will be paid for such other work at the overtime rate as provided for in subclause 28.1- Overtime of this Agreement.

**4.3.6 Expenses**

When performing Relay Working the employee will be paid away from home allowance in accordance with paragraph 26.5.1 of this Agreement. That is, the allowance will be paid for each 8 hours, or part of 8 hours, calculated from the time of signing on at the home location to the time of signing off at the home location.

**4.3.7 Miscellaneous Conditions for Resting**

- 4.3.7.1 No barracks to be undertaken at the home location.
- 4.3.7.2 When resting away from the initial sign on location, for Relay Working only, employees will receive payment for all hours in excess of ten (10) hours.
- 4.3.7.3 All hours when resting away from the initial sign on location, for Relay Working only, from the start of the eleventh (11) hour and up to the sign on time will Stand Alone from working hours and will not be credited against the roster cycle hours, such hours to be paid at 1 x the full aggregate rate.
- 4.3.7.4 All Crew Vans will conform to the agreed set of standards included in this Appendix.

**4.4 Consultation**

- 4.4.1 Implementation of new (or revised) Relay Working will, in addition to satisfying any regulatory requirements, be subject to consultation between the employer and the employees required to undertake the work and where the employee so choose the employee's representative. This consultation shall include discussion on issues such as, but not limited to:
- (a) Frequency of relay operations;
  - (b) Rostering considerations;
  - (c) Distribution of work through the roster;
  - (d) Fatigue management considerations;
  - (e) Relay Operation Working time;
  - (f) Crewing configurations;
  - (g) Time spent in crew van; and,
  - (h) Crew amenities.
- 4.4.2 Should the Company propose to introduce Relay Working outside of the corridor provided in this Agreement , then consultation and agreement is to occur with all employees of the Company, who are affected by the proposed changes; and the RTBU (subject to that Union notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement). Agreement shall not unreasonably be withheld.

## **APPENDIX 5 - DRIVER ONLY OPERATIONS**

### **1 DRIVER ONLY OPERATIONS (DOO)**

- 1.1 The Company may only introduce driver only shunting, local and mainline duties within their operations where safe working regulations allow.
- 1.2 The Company will facilitate involvement by the employees and their representatives wherever the Company wishes to introduce DOO.
- 1.3 DOO shall be a rostering and operational option whenever DOO conditions are satisfied and agreed.

In particular:

- Hours of Work (Clause 27);
- 100% on and off train communications, with all operators, operating over the Corridor having compatible communications;
- Emergency call function, direct to Train Control;
- Driver Only locomotives that are of the standard outlined in Appendix 6 – DOO Cab Standards of this agreement;
- Accreditation by the relevant regulators and track owners for infrastructure, communications, and safe working arrangements applicable to Driver Only Operations;
- Operating procedures applicable to Driver Only Operations;
- Emergency procedures applicable to Driver Only Operations;
- End of Train monitoring Device, as mandated by the appropriate Rail Safety Authority;
- Penalty Brake application alarm to Train Control;
- Deadman device technology as mandated by the appropriate Rail Safety Authority.

#### **1.4 Mainline Work**

The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts will be 10 hours.

Start times for shifts should be held constant over a run of consecutive shifts during a week where possible. Where it is not possible shift start times should move in a forward direction. Local, relief, available and shunt shifts, where practical, are to be rostered to intervene between DOO shifts.

Any one week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 40 hours.

Rosters for mainline DOO shall be based on the timetabled train running time.

The hours of operation for DOO shall be subject to the consultative process as prescribed in this agreement and industry fatigue management principles.

## **1.5 DOO Implementation**

The parties agree to a staged implementation of driver only mainline operations within the Company's operations. The parties recognise the need for local driver depots to be involved in all aspects of the implementation.

There shall be no forced redundancies or relocations as a result of the introduction of Driver Only Operation.

DOO shunting will be implemented at all sites in accordance with this Agreement.

DOO mainline relief will be implemented in all corridors, in accordance with this Agreement.

## **1.6 Procedures for Tests and Trials of Driver Only Operated Trains**

The procedures are as follows:-

Total involvement of employees and their representatives.

DOO Tests are conducted by taking a normal train with its full crew, and picking a location and time where a fault is simulated in order to test a specific procedure. For the test the train goes to DOO mode, and one crew member carries out the procedure being tested. When concluded the train reverts to normal operation.

Corridor DOO Tests are conducted by running a normal train under DOO conditions through a corridor or nominated section/s. The local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the test is then cancelled and the working reverts to (normal) two driver operation.

Agreement to be reached by the local DOO committee on DOO relief points, test and trial locations and sections.

Ensure all urban and regional emergency services, personnel (SES, CFA, police etc) are aware of and accept the agreed procedures relating to emergencies.

That there is clear and unimpeded track access for emergency services on all DOO corridors.

Signal sighting committees to be established with their terms of reference being to ensure:

- all signals can be clearly seen from the driving seat;
- all speed limits can be clearly seen from the driving seat;
- all level crossings can be clearly seen from the driving seat;
- no obstructions (such as branches, awnings, cuttings, curves etc.) to drivers views.

## **1.7 The local DOO / rostering committee will monitor and review the fatigue management issues.**

Fatigue management is recognised as a critical factor with DOO, and all depot rosters and DOO shifts, in particular, will be examined for incidents and levels of fatigue and dealt with through the roster variation process.

The Company will introduce a "Living with Shiftwork" training and education program.

- 1.8 DOO may be employed for both rostered and unrostered duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions.
- 1.9 Driver Only local working / shifts are not to be performed in situations / locations where the driver may become isolated, and thus place himself / herself in a potentially unsafe situation.

## **APPENDIX 6 - DOO CAB STANDARDS**

### **DRIVER ONLY OPERATION CAB STANDARDS ON LOCOMOTIVE HAULED TRAINS**

The following minimum standards are to apply in Locomotive Cabs operating in DOO Mode. The standards below may be upgraded through consultation.

- 1) Vision — The locomotive must have a lower profile nose with at least 180 degrees visibility.
- 2) Windscreens/Side Windows — The windscreens shall comply with the latest BRB Specification 566-1989 for High Impact Windscreen Type 1, and shall comply with certification regulation of US FRA code 49 part 223 type (i), safety glazing material with respect to large objects impact test and ballistic test. They shall also be fitted with an in built demister. All side windows shall comply with the strength requirements detailed in FRA type test II, A and B. All side windows shall be tinted with a minimum light/heat transmission of 35%.
- 3) Current locomotive cab noise levels are to be reduced to the standard set below.

All new and rebuilt locomotives are not to exceed 81dba on non vestibule type locomotives. Vestibule type locomotives are not to exceed 75dba. Noise level readings are to be taken at the driver's ear position with all equipment operating in the cab, windows closed and the main horn operating.

- 4) Coupler lights are to be fitted on "A" and "B" ends with a switch mounted on either corner of the locomotive.
- 5) Radio equipment and positioning are to be by agreement with the relevant State Locomotive Division of the RTBU.
- 6) New seating type to be provided — Bremsby Grammer FA 416 AW, or an alternate where agreed to between the parties.
- 7) Rear vision mirror demister type fitted.
- 8) Air conditioning to be provided with the controls near the driver.
- 9) A fridge is to be provided.
- 10) Fluorescent cab lighting is to be provided.
- 11) The vigilance control timing cycle for Driver Only is 60 seconds before a penalty brake application occurs. Cancelling the V.O is either through the button, throttle/dynamic brake movement, or operation of air brakes.
  - (a) The timing cycle is 50 seconds/ 5 seconds flashing lights/ 5 seconds flashing lights and alarm, then penalty brake, 60 seconds in total.



- (b) The change over switch is to be positioned close to the driver.
  - (c) If after a penalty brake application the brake is not reset in two minutes, an emergency call on the train radio is to be initiated to Control.
  - (d) Alternatively a variable timing and or task linked system will be installed following the consultative process.
- 12) Deadman Technology as mandated by the appropriate Rail Safety Authority.
  - 13) All cab windows to be fitted with blinds. Positive notching type and silver backing.
  - 14) A shadow board and DOO equipment box is to be provided.
  - 15) Fit ditch (fog lights) lights (low visibility lights) to the Section 13 standard.
  - 16) AM and FM radio and CD player is to be provided.
  - 17) Upgrade hot plate and provide toaster rack.
  - 18) Provide dynamic brake cut out switch.
  - 19) Provide a circuit breaker for the dynamic brake rheostat.
  - 20) Whistle cords are to be replaced with a toggle joystick type.
  - 21) 350 watt headlights are to be fitted.
  - 22) Provide headlight / ditch light failure indicator lights LED type.
  - 23) Windscreen wipers controls are to be provided so that when operating in DOO mode all forward wipers/washers can be operated simultaneously. When in two person operation train wipers are still able to be operated individually.
  - 24) Door locking is to be provided by the wedge type door handles.
  - 25) In cab Fuel level indicator is to be provided.
  - 26) Handrails are to be provided on the catwalks of all narrow car body type locomotives.
  - 27) Countdown feature is to be provided in 10 metre increments for train length.
  - 28) Marker lights are to be changeable from the cab.
  - 29) Gauge panels mounted on top of existing control stands are to be removed and all associated equipment to be relocated into a new dash panel construction in front of the driver so as to keep the 180 degree visibility.
  - 30) Cab heaters must be a minimum of a 100 watt at each location in the cab, be fan assisted and have switching for low, medium and high.
  - 31) A kettle is to be provided in the cab in a secure location and free from rattles.
  - 32) Timetable clip and light is to be provided.

- 33) Jumper cables are to be semi permanently mounted at each end of the locomotive.
- 34) End of train monitoring is to be provided, as mandated by the appropriate Rail Safety Authority.
- 35) Traction motor cut out switch is to be provided on main line locomotives.
- 36) Quick response throttles are required on shunt locomotives.
- 37) A sonar alert is to be provided in place of all clacker bells (alarm bells).
- 38) All locomotive cabs are to be equipped so they can be locked when left unattended.

## **APPENDIX 7 - MINIMUM ACCOMMODATION STANDARDS**

### **Minimum Accommodation Standards for Company Employees**

#### **General Standards**

- The accommodation must be in a quiet location.
- Rooms must be acoustically sound to prevent external noise or noise from adjacent rooms impacting upon the occupant's ability to sleep at any time of day or night.
- The accommodation must be within easy walking distance to the sign on point or transport must be provided.
- The allocated rooms must be available at all times for the duration of the contract.
- Rooms cleaned and serviced after each use.
- Reverse cycle air conditioning with individual adjustment for each room.
- Hot and cold running water.
- Power points (including shaver) to be provided, including in bathroom.
- Draft excluder for any external doors.
- Window shutters with blinds or drapes (black out type) to exclude daylight. (Not required if design of building removes the ability of external light to reach sleeping area by other means).
- Key security.

#### **Cleaning & Privacy**

- The Management of the establishment must ensure cleaning staff and maintenance operations are precluded from entering any area where Train Crews may be sleeping during normal daytime hours.
- This can include (but is not limited to) appropriate signage, physical barriers, and/or nominated "quiet" areas.

#### **Meals and Cooking Facilities**

- All members are entitled to partake of hot, cooked meals at any time during their absence from their homes.
- Barracks and Hotels / Motels must have 24 hour cooking facilities.

#### **Alternative Meal Arrangements:**

- Kitchenette type facilities (stove/cooker, griller and utensils) are to be available in each room. Rooms must also have a microwave oven, toaster, tea/coffee facilities, crockery and cutlery.
- Where Kitchenette type facilities are not available (and alternative accommodation with these facilities is not available), the employer is responsible for organising for the provision of cooked meals at times as required by members during their stays (if required outside the normal business hours).
- Such meals are to be made available to employees at a price consistent with the meal allowance being paid to the employee as part of the prevailing industrial agreement.
- If meals cannot be provided, the employer is responsible for providing/arranging suitable transport to enable members to readily access cooked meals at other suitable locations.
- As an alternative, if the employer can arrange access to full cooking facilities at either a central location at the accommodation, or arrange access to the kitchen at the accommodation, this may be acceptable following consultation with workplace

representatives.

**Sleeping Quarters Beds:**

- Double bed ensemble (long type).
- The bed must be no less than King Single size ensemble.
- Electric Blanket.
- Spare pillow & blanket.

**Clothes hanging areas:**

- Wardrobe for hanging clothes.

**Radio Alarm Clock:**

- Must be in all individual rooms if no other method of being called for duty is available.
- Crew calling facilities. A suitable method for calling crews at rest (wake up calls) must be provided by the employer at any location where crews are required to undertake rest in accordance with relevant Workplace Agreement/s

**General Amenities**

- Refrigerator:
- Colour TV :
- Fitted carpet to be provided in areas (including hallways) except wet areas.
- Table and chairs in individual rooms.

**Direct Dial Telephone**

- For outgoing calls.
- Phone calls made to legitimate nominated locations/numbers such as depots/trains/train control centres, related to the employee's duties, are the responsibility of the Company.
- Provision must be made for any such calls to be billed to the employer unless other alternative arrangements are in place

**Clothes Drying Facilities**

- Iron & ironing board in all individual rooms. Must be available 24 hours a day.

**Bathroom and Toilet Facilities Serviced**

**Apartments:**

- Ensuite bathroom/toilet facilities (separate soap for the washbasin and shower).
- Please note: Separate ensuite bathroom/toilet facilities must be available for each occupied bedroom.
- Lighted mirror in individual room and bathroom.
- Sanitary disposal unit (as required).
- Clean towels (bath, hand and floor mat) and fresh linen are to be supplied for each use.

**Fire Safety Systems/Equipment/Alarms**

- All accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems, Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures. Where necessary it will be the responsibility of the Company to provide verification of this compliance to the workplace representative/s.

## APPENDIX 8 - CLASSIFICATIONS

Definition: In this Appendix "current drivers licence" means a full motor vehicle driver's licence permitting the employee to drive a motor car in the State or States in which the employee might be required by the Company to drive in the course of the employee's duties.

Classification	Primary Objective of Role	Responsibilities	Qualifications
<b>Rail Operations</b>			
<b>Trainee Driver Level 1</b>	The primary objective of this position is to undergo necessary training to satisfy regulatory requirements to take an active role in Train Crew operations.	<ul style="list-style-type: none"> <li>• Operate motor vehicles.</li> <li>• General labouring duties.</li> <li>• Assist tradespersons.</li> <li>• Cleaning/sanding of locomotives, including cabs.</li> <li>• Locomotive provisioning.</li> <li>• Answer telephones.</li> <li>• Data entry.</li> <li>• Promote and contribute to customer service.</li> <li>• Successfully complete training to progress to Second Person.</li> </ul>	<p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>• Hold current drivers licence .</li> </ul> <p><b>Additional qualifications required for progression to Level 2 Second Person</b></p> <ul style="list-style-type: none"> <li>• Hold Network rules in all systems of Rail Safeworking in the State which they are working.</li> <li>• Safeworking in Terminals.</li> <li>• Shunting Procedures.</li> <li>• Radio Protocol.</li> <li>• Load and Secure Procedures.</li> <li>• Dangerous Goods.</li> <li>• Locomotive provisioning course.</li> <li>• GX or FX2 qualifications.</li> <li>• Certificate of competence Second Person duties.</li> </ul>
<b>Second Person Level 2</b>	The primary objective of this position is to take an active role in Train Crew operations.	<ul style="list-style-type: none"> <li>• Undertake responsibilities of Trainee.</li> <li>• Perform shunting operations.</li> <li>• Locomotive observer assisting operators in</li> </ul>	<p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>• Hold current drivers Licence.</li> <li>• Hold Network rules in all</li> </ul>

Classification	Primary Objective of Role	Responsibilities	Qualifications
		shunting and marshalling trains. <ul style="list-style-type: none"> <li>• Examine wagons for defects and examine and certify trains as ready for departure where qualified.</li> <li>• Undertake repairs to rolling stock and minor repairs to locomotives and daily checks where qualified.</li> <li>• Undertake line haul work as a second crew member.</li> <li>• Clerical tasks.</li> <li>• Successfully complete training to progress to Driver in Training.</li> </ul>	systems of Rail Safeworking in the State which they are working. <ul style="list-style-type: none"> <li>• Safeworking in Terminals.</li> <li>• Shunting Procedures.</li> <li>• Radio Protocol.</li> <li>• Load and Secure Procedures.</li> <li>• Dangerous Goods .</li> <li>• Locomotive provisioning course.</li> <li>• Certificate of competence Second Person duties.</li> </ul> <p><b>Additional qualifications required for progression to Level 3 Driver In Training</b></p> <ul style="list-style-type: none"> <li>• Diesel Engine and Air Braking systems certificate.</li> </ul> <p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• FX1 train examination.</li> <li>• Certificate III in train operations.</li> </ul>
<b>Driver In Training Level 3</b>	The primary objective of this role is to achieve train operation competencies and meet route knowledge requirements	<ul style="list-style-type: none"> <li>• Undertake responsibilities of Second Person.</li> <li>• Driving/operation of locomotive/s for the purposes of shunting and/or marshalling of trains in all locations associated with Home Station.</li> <li>• Driving and operation of locomotives under the supervision of a Locomotive Driver or Driver Trainer.</li> <li>• Daily locomotive checks.</li> <li>• Supervise shunting operations.</li> </ul>	<p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>• Hold all qualifications for Second Person.</li> <li>• Diesel Engine and Air Braking systems certificate.</li> <li>• GX or FX2 qualifications.</li> </ul> <p><b>Additional qualifications required for progression to Level 4 Locomotive Driver.</b></p>

Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> <li>• Conduct minor repairs to locomotives.</li> <li>• Refuel/provision locomotives.</li> <li>• Supervise Trainees and Second Person as required.</li> <li>• Promote and contribute to customer service.</li> <li>• Successfully complete training to progress to Locomotive Driver.</li> </ul>	<ul style="list-style-type: none"> <li>• Mainline route knowledge and qualified on at least one mainline route associated with Home Station.</li> <li>• Certificate of Competence as Locomotive Driver.</li> </ul> <p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• FX1 train examination.</li> <li>• Certificate III in Train operations.</li> </ul>
<b>Locomotive Driver Level 4</b>	The primary objective of this role is to perform train operation driving tasks	<ul style="list-style-type: none"> <li>• Undertake responsibilities of Driver in Training.</li> <li>• Examine and certify trains as ready for departure.</li> <li>• Driving/operation of locomotive/s including line haul, shunting and marshalling in all locations.</li> <li>• Supervision and allocation of duties for Driver in Training, Second Person and Trainee.</li> <li>• Management of relief when required.</li> <li>• Undertake and complete training as necessary to obtain qualifications to fully carry out responsibilities.</li> </ul>	<p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>• All qualifications for Driver in Training.</li> <li>• Certificate of Competence as Locomotive Driver.</li> <li>• Acquire and maintain qualification for all mainline routes associated with Home Station.</li> </ul> <p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• FX1 train examination.</li> <li>• Certificate IV in Train Operations.</li> </ul>
<b>Driver Trainer Level 5</b>	The primary objective of this role is to train and assess new employees and, to assess existing Train Crews in their current train operation competencies and in their route knowledge requirements.	<ul style="list-style-type: none"> <li>• Undertake responsibilities of Locomotive Driver.</li> <li>• Plan and deliver training sessions.</li> <li>• Review training and training gaps.</li> <li>• Plan and conduct assessments.</li> <li>• Review assessments.</li> </ul>	<p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>▪ Hold all mandatory qualifications for Locomotive Driver.</li> <li>▪ Certificate Level IV in Workplace Training and Assessing.</li> </ul>



Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> <li>Assist to develop training modules.</li> <li>Assist in incident investigations.</li> <li>Maintain competency as Locomotive Driver.</li> </ul>	<b>Desirable</b> <ul style="list-style-type: none"> <li>Certificate IV in Train Operations.</li> </ul>
<b>Traincrew Co-ordinator Level 6</b>	The primary objective of this role is to be responsible for co-ordinating the day to day operations and administration of the Company depots.	<ul style="list-style-type: none"> <li>Co-ordinate and administer the day to day activities for the depot including, fortnightly rosters, verify depot time sheets, ensure depot supplies are adequate, order safety equipment and administer uniform requests.</li> <li>Produce depot/Company reports, follow up Company requests.</li> <li>Investigate and report on incidents and accidents that occur within the depot defined geographical region.</li> <li>Act as first point of contact for depot staff complaints and disciplinary matters.</li> <li>Implement depot staff training plans.</li> <li>Respond to operational and crewing issues.</li> </ul>	Hold all mandatory qualifications for Driver Trainer.  <b>Desirable</b> <ul style="list-style-type: none"> <li>Frontline Management Certificate.</li> </ul>
<b>Yard Operations</b>			
<b>Trainee Terminal Operator Level 1</b>	The primary objective of this position is to undergo necessary training to satisfy regulatory requirements to take an active role in yard operations.	<ul style="list-style-type: none"> <li>Operate motor vehicles.</li> <li>General labouring duties.</li> <li>Assist tradespersons.</li> <li>Cleaning/sanding of locomotives, including cabs.</li> <li>Locomotive provisioning.</li> <li>Answer telephones.</li> <li>Data entry.</li> <li>Promote and contribute to customer service.</li> <li>Successfully complete training to progress to Terminal Operator.</li> </ul>	<b>Mandatory</b> <ul style="list-style-type: none"> <li>Hold current drivers licence.</li> </ul> <b>Additional qualifications required for progression to Level 2 Terminal Operator</b> <ul style="list-style-type: none"> <li>Hold Network rules in all systems of Rail Safeworking in the State which they are working.</li> <li>Safeworking in Terminals.</li> <li>Shunting Procedures.</li> </ul>

Classification	Primary Objective of Role	Responsibilities	Qualifications
			<ul style="list-style-type: none"> <li>• Radio Protocol.</li> <li>• Load and Secure Procedures.</li> <li>• Dangerous Goods.</li> <li>• Locomotive provisioning course.</li> <li>• GX or FX2 qualifications.</li> <li>• Certificate of Competence in Second Person duties where required.</li> </ul>
<b>Terminal Operator Level 2</b>	The primary objective of this position is to undertake yard operations.	<ul style="list-style-type: none"> <li>• Undertake responsibilities of Trainee.</li> <li>• Perform shunting operations.</li> <li>• Drive a forklift, truck or articulated vehicle with appropriate licence.</li> <li>• Examine wagons for defects and examine and certify trains as ready for departure where qualified (GX /FX/AX type test).</li> <li>• Undertake repairs to rolling stock and minor repairs to locomotives and daily checks where qualified.</li> <li>• Undertake training as necessary to meet all required responsibilities.</li> <li>• Clerical tasks including stocktaking and ordering.</li> </ul>	<b>Mandatory</b> <ul style="list-style-type: none"> <li>• Hold current drivers licence.</li> <li>• Hold Network rules in all systems of Rail Safeworking in the State which they are working.</li> <li>• Safeworking in Terminals.</li> <li>• Shunting Procedures.</li> <li>• Radio Protocol.</li> <li>• Load and Secure Procedures.</li> <li>• Dangerous Goods.</li> <li>• Locomotive provisioning course.</li> <li>• Certificate of Competence in Second Person duties where required.</li> </ul>
<b>Operations/Yard Co-ordinator Level 3</b>	The primary objective of this position is efficient and effective co-ordination of rail operations for the terminal including planning of shunting operations.	<ul style="list-style-type: none"> <li>• Co-ordinate the terminal yard activities including the following:- <ul style="list-style-type: none"> <li>• Supervise and co-ordinate all rail operations within the yard;</li> <li>• Undertake responsibilities of Terminal Operator as required;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• All mandatory qualifications for Terminal Operator.</li> <li>• Sound level of experience working in a dynamic team environment.</li> <li>• Experience in the planning and</li> </ul>

Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> <li>• Co-ordinate the rail contracts for the movement of freight as detailed in contracts.</li> <li>• Liaise with all stakeholders including customers on a regular and ad-hoc basis to:-               <ul style="list-style-type: none"> <li>• Ensure that customers are informed of any interruption to services and make alternative arrangements where applicable;</li> <li>• Resolve where possible any issues of contention from both customers and operations.</li> </ul> </li> <li>• Perform administrative tasks as required.</li> </ul>	<ul style="list-style-type: none"> <li>• delivery of train operations including yard and terminal operations.</li> <li>• Demonstrated experience in developing and maintaining good customer relationships and effective customer servicing.</li> <li>• Demonstrated oral and written communication skills including report writing, negotiation and interpersonal skills.</li> <li>• Demonstrated problem solving skills of complex logistics problems.</li> <li>• Experience in the use of mainframe, pc and related commercial software packages including Microsoft Office suite.</li> </ul>

**APPENDIX 9 - NOTIFICATION OF DISPUTE FORM**

## Notification of Dispute or Grievance

**To:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Insert Name of Manager to whom Notice is given*

I hereby give notice that I wish to invoke the dispute settlement process in Clause 53 of the Aurizon Intermodal Operations Enterprise Agreement 2013. The details of this dispute are as follows:

**The Decision/Issue I wish to dispute is:**

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**The person who made the decision is:**

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**The date the decision was made is (If known):**

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**The reasons I wish to dispute the decision/issue are :**

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**Your Name:** \_\_\_\_\_

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

**Signed:** \_\_\_\_\_

Please Print Clearly

**Your Work Location & Telephone Number**



**Intermodal Rail Operations**  
T 0427 218 924  
E david.johnston@aurizon.com.au  
W aurizon.com.au

133 Stubbs Street  
Kensington VIC 3031

PO Box 1286  
Kensington VIC 3031



11 November 2013

Commissioner H M Cargill  
Fair Work Commission  
Level 8, Terrace Tower  
80 William Street  
EAST SYDNEY NSW 2011

**Aurizon Intermodal Rail Operations Enterprise Agreement 2013 AG2013/10013**

The employer, Interail Australia Pty Ltd, gives the following undertaking:

In accordance with subsection 203(2)(b) of the *Fair Work Act 2009* the employer shall ensure that any individual flexibility arrangement agreed to under clause 9 of the Aurizon Intermodal Rail Operations Enterprise Agreement 2013,

- a) is about matters that would be permitted matters if the arrangement were an enterprise agreement; and,
- b) does not include a term that would be unlawful if the arrangement were an enterprise agreement.

Signed:

A handwritten signature in black ink, appearing to read "David Johnston", with a long horizontal flourish extending to the right.

David Johnston  
ER Leader (WA)