



DECISION

Fair Work Act 2009

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

Great Southern Rail Limited t/a Great Southern Rail
(AG2016/5626)

GREAT SOUTHERN RAIL ENTERPRISE AGREEMENT 2016

Hospitality industry

DEPUTY PRESIDENT SAMS

SYDNEY, 23 SEPTEMBER 2016

Application for approval of the Great Southern Rail Enterprise Agreement 2016.

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by Great Southern Rail Pty Ltd t/a Great Southern Rail (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Great Southern Rail Enterprise Agreement 2016* (the ‘Agreement’). The Agreement was negotiated with the Australian Rail, Tram and Bus Industry Union (the ‘Union’) and three Employee Bargaining Representatives. The Agreement is to cover 270 employees, who are employed by the applicant to perform on-train hospitality and terminal based operations such as housekeeping, train cleaning and stores. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 25 August 2015 and voting for the Agreement’s approval took place between 23 August and 2 September 2016. The time limits under s 181(2) of the Act are thereby satisfied. In a ballot, 205 of the 236 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 9 September 2016, thereby satisfying s 185(3) of the Act.

[3] In the Employer’s Declaration in support of the application (Form F17) Mr C Tallent, CEO identified the *Hospitality Industry (General) Award 2010* [MA000009] and the *Serco*

On-Train Hospitality Services Award [AT797846] as the relevant reference instruments for the purposes of the Better Off Overall Test (the ‘BOOT’). Mr Tallent said that the Agreement does provide for some terms and conditions that are less beneficial than those under the reference instruments, including the method by which overtime operates at certain times as well as certain aspects of the hours of work provisions. However the Agreement provides for higher rates of pay, increased penalty rates and enhanced redundancy pay when compared with the reference instruments. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 7 and 51 respectively, and a disputes resolution procedure at clause 52 provides for conciliation and arbitration by the Commission.

[4] At a hearing of the application on 22 September 2016, Mr C *Ridings* of AMA Consulting Pty Ltd appeared for the applicant with Mr P *Garden*, HR Manager of the applicant and Ms *Brown* appeared for the Union. Mr *Ridings* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. Rates of pay are to be increased by 4.5% on the date of commencement of the Agreement, with further increases of 3% on the first and second anniversaries of this date. Ms *Brown* supported the submissions of Mr *Ridings*. The Union had filed a Declaration in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that it wishes to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement.

[5] Having heard the parties’ submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Great Southern Rail Enterprise Agreement 2016*. Pursuant to s 54 of the Act, the Agreement shall operate from 29 September 2016 and have a nominal expiry date of 29 September 2019.



DEPUTY PRESIDENT

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GREAT SOUTHERN RAIL

Great Southern Rail Enterprise Agreement 2016

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Part 1 - About the Agreement

1. Title

This Agreement shall be known as the "Great Southern Rail Enterprise Agreement 2016".

2. Scope and Application

This Agreement applies to Employees of Great Southern Rail Pty Ltd throughout Australia who are engaged in the job classifications set out in Clause 18 hereof.

3. Period of Operation

This Agreement will commence seven (7) days after it is approved by the FW Commission.

The nominal expiry date of the Agreement is three (3) years after the day on which the FW Commission approves the Agreement.

4. Parties

This Agreement covers:

- (a) Great Southern Rail Pty Ltd ("the Company");
- (b) Employees of the Company whose employment is within the scope and application of this Agreement; and
- (c) subject to an application under the Act, the Australian Rail Tram & Bus Industry Union (RTBU) ("the union").

5. Relationship with Awards and Other Workplace Agreements

This Agreement complies with the provisions of the National Employment Standards, but operates to the exclusion of any and all other certified or lodged enterprise agreements or awards (including modern awards) that may otherwise apply to employment that is within the scope and application of this Agreement.

6. No Further Claims

- (a) The parties agree that this Agreement provides certainty to Employees as to their terms and conditions of employment and to the Company in terms of its cost structure and that they will not pursue extra claims during the period of operation of this Agreement.
- (b) This Agreement covers all matters or claims regarding the employment of the Employees which could otherwise be the subject of protected action pursuant to the FW Act.

7. Flexibility term

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

8. Definitions

“Agreement”	means the Great Southern Rail Employment Agreement 2016.
“Chief Executive Officer”	means the Chief Executive Officer of Great Southern Rail.
“Company” or “GSR”	means Great Southern Rail Pty Ltd [ACN 079 476 949].
“Employee”	means an Employee of the Company whose job classification is within the scope and application of this Agreement.
“FW Act”	means the <i>Fair Work Act 2009</i> (Cth).
“FW Commission”	means Fair Work Commission.
“Immediate Family”	includes the Employee’s spouse; and a child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the Employee or Employee’s spouse. The word 'spouse' includes a person who lives with the Employee as a de-facto spouse.
“On-Train Employee”	means an Employee of the Company whose job classification requires them to work on board GSR trains whilst those trains operate on scheduled services.
“Pro Rata Basis”	means in proportion to the number of hours a part time Employee is engaged to work per week divided by 38.
“Shiftworker”	means an Employee who is required to work a pattern of shift work which includes regular work on Sundays and public holidays.
“Terminal Employee”	means an Employee other than an On-Train Employee.
“Union” or “RTBU”	means the Australian Rail, Tram and Bus Industry Union (RTBU).

9. Anti-discrimination

The parties agree that it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Any dispute concerning these matters and their operation will be progressed initially under the Grievance and Dispute Resolution Procedure in Clause 52 hereof.

Part 2 - Employment

10. Types of Employment

- (a) Employees may be engaged on either a full-time, part-time or casual basis. Full-time and part-time Employees may be engaged on an on-going or fixed term basis.
- (b) Full time employment: A full-time Employee is one engaged as such and who works an average of 38 ordinary time hours per week. A full-time Employee is entitled to all of the benefits provided by this Agreement.
- (c) Part time employment: A part-time Employee is one engaged as such and who works an average of less than 38 ordinary time hours per week. A part-time Employee will be entitled to a specified minimum number of contracted hours (averaged over the cycle permitted by this Agreement).

Review of contracted minimum part-time hours (*This sub clause commences on 1 April 2017*):

- (i) A part-time Employee may request a review and adjustment of their contracted minimum hours. An Employee's first request may be made no sooner than 1 April 2017, and thereafter may be made once per annum within one month of the Employee's employment anniversary.
 - (ii) When an Employee makes a request under this subclause the Employee's actual average number of hours will be compared to the Employee's minimum contracted hours over the 12 months preceding the Employee's request. If the average hours worked over that 12-month period exceed the Employee's minimum contracted hours, the Employee's minimum contracted hours will be adjusted to the average hours worked over the review period, but rounded down to the nearest 5-hour band (starting at 5 hours and increasing in 5-hour increments up to 35 hours).
 - For example, using a part-time Employee with contracted minimum 15 hours per week:*
 - o If the Employee works an average of 14 hours per week (over a 12-month period), then the Employee remains on guaranteed 15 hours per week.*
 - o If Employee works an average of 27 hours per week (over a 12-month period), then the Employee will move up to being guaranteed minimum of 25 hours per week (averaged).*
 - o If Employee works an average of 18 hours per week (over a 12-month period), then Employee remains guaranteed 15 hours per week.*
 - (iii) Any increase to the next 5-hour band of hours is subject to the available work being reasonably expected to continue.
 - (iv) Nothing in this clause shall operate to result in a reduction in an Employee's contracted minimum hours without the agreement of the Employee.
- (d) A part time Employee will be paid an ordinary time hourly rate of pay based on the weekly rate of pay for the job classification in which he or she is engaged to perform work. [ie. weekly rate of pay for the job classification divided by 38 = hourly rate of pay].
- A part time Employee is entitled to all provisions of this Agreement on a pro-rata basis according to the average number of ordinary time hours per week the Employee works or is engaged to work.
- (e) A casual Employee: A casual Employee is one engaged as such to work by the hour with a minimum of three hours paid work for each engagement.

Casual employment is employment by the hour and the hourly rates of pay for casual Employees are set out in Tables 2, 4 and 5, of clause 18 hereof and are inclusive of a casual loading of 25%. For On-Train Employees the ordinary time hourly rate of pay is for all ordinary time hours worked by a casual Employee and is in full considerations of all penalties, shift allowances and knife allowance, except when overtime is performed where payment will be as per Table 2, of clause 18 hereof.

The provisions of this Agreement apply to casual Employees excepting clauses and sub clauses:

- 10. Types of Employment (b) (c);
- 15. Termination of Employment (a) (b);
- 17. Redundancy;
- 34. Annual Leave;
- 35. Entitlement to Cash-out Part of Annual Leave;
- 36. Public Holidays (paid time off);
- 37. Personal Leave;
- 38. Paid Compassionate Leave;
- 39. Parental Leave except as otherwise provided in the FW Act;
- 40. Long Service Leave except as otherwise provided in the FW Act or relevant LSL Act;
- 41. Jury Service

Casual Conversion to part-time (*This sub clause commences on 1 April 2017*):

- (i) A casual Employee who has been engaged on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and who has a reasonable expectation of ongoing employment may elect to have their contract of employment converted to part-time employment (subject to the provisions of this clause).
- (ii) For the avoidance of doubt, an Employee who has “followed a crew” on a roster line will be deemed to have worked on a regular and systematic basis for the purpose of this clause, but this is not the exclusive way to qualify.
- (iii) Where a casual Employee seeks to convert to part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds.
- (iv) If a casual Employee converts to part time employment, the Employee’s minimum guaranteed ordinary hours will be the average of the ordinary hours the Employee has worked in the preceding 12-month period, subject the banding principles in clause 10(c), unless a different number of guaranteed ordinary hours is agreed between the Employee and the employer.

11. Contract of Employment

- (a) On or prior to commencing employment, each Employee will be provided with a letter of engagement by the Company, which amongst other things will set out the Employee’s:
 - Employment type;
 - Job classification;
 - Rate of pay;
 - Commencing hours of work (which may vary from time to time);
 - Commencing date of employment;
 - Qualifying or probationary period - which for all newly engaged or re-engaged full time and part time Employees, is a period of 6 months.

- (b) Should either an Employee or the Company at any time during the period of probation find that employment is not progressing satisfactorily, nothing in this clause will prevent either party from terminating employment in accordance with Clause 15(a) of this Agreement at any time during the probation period. Nevertheless, if performance issues arise during an Employee's probationary period, the Company will counsel the Employee and provide appropriate opportunity for corrective action.
- (c) Each Employee shall be provided with a copy of this Agreement or provided with ready access to a copy of this Agreement.

12. Multi-Skilling, Training and Job Rotation

In recognition of the operational efficiency and effectiveness requirements of the Company and to create more varied and interesting work for Employees, it is a condition of employment subject to appropriate training and competency that each Employee will:

- (a) be available to work as required on any work within his/her skill, competence and training;
- (b) be prepared to undertake training to acquire the skills and learn any other post as directed;
- (c) provide instruction and/or training as appropriate to another Employee as required; and
- (d) be prepared to rotate amongst all positions for which they have or can acquire the skill or competence.

The Employee will be required to attend training from time to time to develop and improve their competency levels, enable multi-skilling of functions and to ensure improved effectiveness. The Company will endeavor to schedule training during an Employee's roster cycle. The Company may also require an Employee to attend additional training outside of the normal roster. Any training outside of an Employee's rostered hours will be paid at ordinary time rates.

13. Employee Misconduct

In the event that an Employee is suspected of serious misconduct, the Company may, at its discretion suspend an Employee on ordinary time pay or without pay in order to investigate the alleged serious misconduct.

In the case of serious misconduct, the Company has the right to terminate an Employee's employment without notice and in such case the Employee's wages and other entitlements will be paid up to the time of termination only, and without the further entitlements as provided for in Clause 15 of this Agreement.

14. Stand Down

Consistent with the provisions of ss. 522 – 525 of the FW Act, the Company may stand down an Employee during a period in which the Employee cannot be usefully employed because of a breakdown of machinery or equipment; industrial action or a stoppage of work for any cause for which the Company cannot reasonably be held responsible. It is anticipated that this provision would only be utilised in extreme circumstances.

If the provisions of this clause are used, an Employee will be given at least 48 hours' notice and if away from home base, the Employee will be returned to home base at Company cost. The Employee will not receive payments for the period of stand down however an Employee may utilise accrued annual or long service leave during any stand down.

15. Termination of Employment

- (a) During a full-time or part-time Employee's probation period, either the Employee or the Company may terminate the Employee's employment at any time by giving 1 weeks' notice or by the Company without notice by paying 1 week's ordinary time pay in lieu of notice.
- (b) After the probation period has concluded, an Employee's employment (other than a casual Employee) may be terminated either by the Employee or the Company by giving the required period of notice, or by the Company without notice by payment of ordinary time wages in lieu of notice. The required periods of notice are set out in the table below:

Period of continuous service with the Company	Required period of notice by Company		Required period of notice by Employee
	≤ 45 years	> 45 years	
Less than 1 year	1 week	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks	2 weeks
3 years but less than 5 years	3 weeks	4 weeks	3 weeks
5 years and over	4 weeks	5 weeks	4 weeks

- (c) When either an Employee or the Company has given notice of termination of an Employee's employment, the Company may require an Employee to:
- not perform any work for it;
 - not attend the Company's places of business; or
 - perform only those duties which the Company specifies.
- (d) The employment of a casual Employee may be terminated by either the Employee or the Company by giving 1 day of notice, or by the Company by paying 1 day of pay in lieu of notice.

16. Abandonment of Employment

If an Employee is absent from work without authorisation for a period of three (3) consecutive rostered days without notifying the Company or without the consent of the Company, the Employee will be deemed, prima facie, to have abandoned his/her employment.

Prior to confirming that an Employee's employment has been terminated under this provision, the Company will contact or write to the Employee at his/her last known address. In the contact or correspondence, the Company will outline that it will consider the Employee's employment terminated unless the Employee provides a satisfactory explanation for their absences within 48 hours of the contact or deemed date of receipt of the letter.

The Company will confirm that the Employee's employment has been terminated with effect from his/her last day of work, last day of approved leave or last day of authorised absence whichever is the later, and his/her entitlements on termination will be calculated accordingly.

17. Redundancy

Redundancy will arise where the Company no longer requires the job done by the Employee to be done by anyone (except where this is due to the ordinary and customary turnover of labour), or because of the insolvency or bankruptcy of the Employer.

If an Employee's employment is terminated by the Company on the grounds of redundancy, the Company will make the following redundancy payments, at ordinary time pay, in addition to the notice period prescribed by this Agreement:

Period of continuous service	Redundancy Pay entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and less than 11 years	17 weeks
11 years and less than 12 years	18 weeks
12 years and less than 13 years	20 weeks
13 years and less than 14 years	22 weeks
14 years and less than 15 years	24 weeks
15 years or more	26 weeks

If an Employee is entitled to be paid an amount of redundancy pay and the Company:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay the amount,

then on application by the Company, the FW Commission may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FW Commission considers appropriate. The amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.

If the Employee's employment with the Company is terminated due to a Transfer of Employment (as defined in the FW Act), the Employee's entitlement to redundancy pay will be determined in accordance with the provisions of the FW Act.

The entitlement to redundancy pay does not apply to a casual Employee, or to an Employee prescribed by the FW Act or the Fair Work Regulations as an Employee to whom redundancy pay does not apply.

Part 3 - Job Classifications, Remuneration and Related Matters

18. Job Classifications, Rates of Pay, Allowance & Related Matters

- (a) The job classifications and rates effective from the date of operation of this Agreement are set out in the tables below.
- (i) Full time and part time Employees who are employed in the classifications of:
- Hospitality Attendant
 - Hospitality Attendant (Food Trade)
- outlined in Table 1 of this clause are paid for ordinary hours at an Annual, Weekly and Hourly Rate which is in full consideration of all penalties, shift allowances, annual leave loadings and in the case of Hospitality Attendant (Food Trade) knife allowance.
- (ii) Casual Employees employed in the classifications of:
- Hospitality Attendant
 - Hospitality Attendant (Food Trade)
- outlined in Table 2 of this clause are paid for ordinary hours at an Hourly Rate which is in full consideration of all penalties, casual loading, shift allowances and in the case of Hospitality Attendant (Food Trade) knife allowance. However, the Overtime Rate and Public Holiday rate in Table 2 is inclusive of the casual loading only.
- (iii) Full time and part time Employees employed in the classifications of:
- Service Operator
 - Service Operator (Team Leader)
 - Storeperson
- outlined in Table 3 of this clause are paid for ordinary hours at a rate in accordance with Table 3 plus Shift Payments where appropriate in accordance with Table 6 of this clause.
- (iv) Casual Employees (except casual Employees in the Northern Territory whose continuous employment commenced prior to 3 April 2014) employed in the classifications of:
- Service Operator
 - Service Operator (Team Leader)
 - Storeperson
- outlined in Table 4 of this clause are paid for ordinary hours at an Hourly Rate inclusive of casual loading in accordance with Table 4, plus Shift Payments where appropriate in accordance with Table 6 of this clause.
- (v) Casual Employees in the Northern Territory whose continuous employment commenced prior to 3 April 2014 and who are employed in the classifications of:
- Service Operator
 - Service Operator (Team Leader)
- outlined in Table 5 of this clause are paid for ordinary hours at an Hourly Rate inclusive of casual loading in accordance with Table 5, plus Shift Payments where appropriate in accordance with Table 6 of this clause.

Table 1

On Train Employees - Full Time and Part Time						
Job Classification	Annual Rate	Weekly Rate	Hourly Rate	Base Hourly Rate	Overtime Rate (1.5)	Public Holiday Rate (2.5)
Hospitality Attendant	\$58,206.95	\$1,119.36	\$29.46	\$21.49	\$32.23	\$53.71
Hospitality Attendant (Food Trade)	\$63,383.19	\$1,218.91	\$32.08	\$23.61	\$35.41	\$59.02

Table 2

On Train Employees - Casual				
Job Classification	Hourly Rate	Base Hourly Rate	Overtime Rate (1.5)	Public Holiday Rate (2.5)
Hospitality Attendant	\$36.83	\$26.85	\$40.27	\$67.12
Hospitality Attendant (Food Trade)	\$40.09	\$29.50	\$44.25	\$73.75

Table 3

Terminal Employees - Full Time and Part Time						
Job Classification	Annual Rate	Weekly Rate	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator (Cleaner, Housekeeping, Motorail)	\$42,079.56	\$809.23	\$21.30	\$31.95	\$42.59	\$53.24
Service Operator (Team Leader)	\$46,529.07	\$894.79	\$23.55	\$35.32	\$47.09	\$58.87
Storeperson	\$45,794.62	\$880.66	\$23.18	\$34.77	\$46.36	\$57.95

Table 4

Casual Terminal Employees All Casual Employees except those Northern Territory Employees who were employed prior to 3 April 2014.				
Job Classification	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$26.63	\$39.94	\$53.25	\$66.57
Service Operator (Team Leader)	\$29.43	\$44.15	\$58.87	\$73.58
Storeperson	\$28.98	\$43.47	\$57.96	\$72.44

Table 5

Casual Terminal Employees - Northern Territory Only Those Casual Employees employed prior to 3 April 2014				
Job Classification	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$31.95	\$47.93	\$63.90	\$79.88
Service Operator (Team Leader)	\$35.32	\$52.98	\$70.64	\$88.30

Table 6

Terminal Employees - Shift Payments				
Entitlement	Days	Penalty Times	Additional % of Hourly Rate to be paid	Application
SA, WA, NT	Monday to Friday	17:30 to 07:30	15%	All hours in penalty times
SA & NT	Friday to Saturday	Midnight to Midnight	50%	All hours in penalty times
WA Only	Friday to Saturday	Midnight to Midnight	50%	First 3 hours
WA Only	Friday to Saturday	Midnight to Midnight	100%	Hours > 3
SA, WA, NT	Saturday to Sunday	Midnight to Midnight	100%	All hours in penalty times

- (b) The minimum rates of pay prescribed in Clause 18(a) hereof:
- (i) Include an increase of 4.5%, effective from the first full pay period on or after the date this Agreement commences operation; and
 - (ii) are to be increased by a further 3% effective from the first full pay period to commence 12 months after the date this Agreement commences operation; and

- (iii) are to be increased by a further 3% effective from the first full pay period to commence 24 months after the date this Agreement commences operation.

The rates in 18 (b) (ii) and 18 (b) (iii) are listed in the Appendix.

- (c) Allowances referred to in this Agreement will increase in line with the minimum rates of pay increases provided in clause 18(b) hereof, except where otherwise expressly stated.
- (d) Casual Employees in the classifications outlined in clause 18(a) (v) employed in the Northern Territory and who commenced continuous employment prior to 3 April 2014, will continue to receive a 20% loading built into the Hourly Rate, as outlined in Table 5 of this clause.
- (e) Where any Employee specified in clause 18(a) works hours which would entitle the Employee to payment of more than one of the penalties payable in accordance with Shift Payments and public holidays, and overtime provisions of this Agreement, only the highest of any such penalty shall be payable.

19. Casual Rates of Pay

Casual Employees will be paid hourly rates according to the job classifications prescribed in Tables 2, 4 and 5, of clause 18 hereof.

20. Accommodation Provision

Where an Employee is held away from their home station overnight, and is not accommodated on board the train, the Company will provide accommodation of a reasonable standard to an equivalent of at least a three-star rated property.

21. Meal Allowance

In the circumstances outlined in Clause 20 the Company will in addition, either provide a meal or pay a meal allowance which has been increased in accordance with Clause 18(c) hereof, as follows:

Meal	From the first full pay period on or after date of operation of the Agreement	From the first full pay period to commence 12 months after the date of operation	From the first full pay period to commence 24 months after the date of operation
Breakfast	\$19.30	\$19.88	\$20.48
Lunch	\$19.30	\$19.88	\$20.48
Dinner	\$29.98	\$30.88	\$31.81

22. Forklift Licence Reimbursement

Where, upon commencement of employment with the Company, an Employee does not hold a forklift licence, and is required to hold such a licence for the purposes of carrying out their duties, the Company will pay for the cost of:

- (a) obtaining a forklift licence; and
- (b) any associated renewal of such licence.

23. Superannuation

- (a) The Company will make contributions to an eligible choice superannuation fund (complying fund) on behalf of Employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) In the event that an Employee does not exercise his/her right to choose a superannuation fund or if he/she fails to do so within the prescribed time, the Company will make contributions on the Employee's behalf to Australian Super (default fund), which provides a MySuper option.
- (c) An Employee may direct the Company to make additional superannuation contributions on an after tax basis or on a pre-tax basis utilising a lawful salary sacrifice arrangement.

24. Payment of Wages

- (a) Payment of wages, after tax and any authorised deductions, is to be made by electronic transfer of funds (EFT) into an account nominated by the Employee with a bank or other recognised financial institution, provided that such financial institution is capable of receiving Employees' wage deposits.
- (b) Payment will be made into the Employee's nominated account fortnightly unless otherwise mutually agreed, no later than three working days after the last day of the pay period, or as soon thereafter as practicable.

25. Deductions and Set-offs

- (a) In the event that the Employer overpays an Employee, the overpayment is a debt owing to the Employer. By agreement, the Employee may repay the amount owing to the Employer, including by means of a written agreement to deduct from the Employee's wages. If agreement is not reached on repayment, the Employer may initiate proceedings to recover the amount by lawful means.
- (b) Where an Employee's employment is terminated and as at the date of termination there is an overpayment of wages, the overpayment is a debt owing to the Employer. By agreement, the Employee may repay the amount owing to the Employer. The Employee may agree in writing that the amount owing to the Employer may be deducted from any monies or entitlements owed to the Employee. If agreement is not reached on repayment, the Employer may initiate proceedings to recover the amount by lawful means.

26. Higher Duties Payment

Where directed to perform other work which is of a higher level, for a period of greater than two hours on any particular day, an Employee will be paid a higher duties payment in line with the higher role they are performing.

The following hourly rates in Tables 7 & 8 will be applied for such higher duties from the first full pay period on or after the date of operation of this Agreement. A further increase to these rates is listed in the Appendix.

Table 7 - On Train Employees

On-Train Employees – Full Time & Part Time	
Job Classification	Hourly Rate
Housekeeping Supervisor	\$31.99
Restaurant Manager	\$32.89
Chef de Partie	\$34.41
Duty Manager	\$34.51
Train Manager	\$35.54

Table 8 - Terminal Employees

Terminal Employees - Full Time and Part Time	
Job Classification	Hourly Rate
Storeperson - Team Leader	\$34.66

Where directed to perform other work which is of a lower level, an Employee's current wages and conditions of employment will be maintained.

27. Trade Skills Retention Bonus

In addition to wages a Trade Skills Retention Bonus will be paid both 1 April and 1 October annually, if the Employee, at that date, has completed a minimum of 12 months of continuous unbroken service in a Hospitality Attendant (Food Trade) position. This bonus is not applicable to any other classifications.

Table 9

2016	
October	\$2,004.42
2017	
April	\$1,375.98
October	\$2,064.56
2018	
April	\$1,417.26
October	\$2,126.49
2019	
April	\$1,459.78

Part 4 - Hours of Work

28. *Hours and Days of Work Full-Time and Part-Time Employees*

28.1 **Hours of Work for On-Train Employees**

- (a) The ordinary hours of work for a full time Employee will be an average of 38 per week over a cycle of work periods and roster cycle determined in advance by the Company. The roster cycle will not be longer than 16 weeks.
- (b) The ordinary hours of work for a part time Employee will be:
 - (i) a minimum average of 15 or more per week (unless varied pursuant to clause 10(c) or set as a result of a casual conversion pursuant to clause 10(e); and
 - (ii) less than 38 per weekover a cycle of work periods and a roster cycle as determined by the Company. The roster cycle will not be longer than 16 weeks.
- (c) A part time Employee may work ordinary hours in addition to their minimum contracted hours, up to a maximum average of 38 per week over the roster cycle. For the avoidance of doubt, such additional hours attract leave accruals and superannuation, as ordinary hours, and count toward any review of contracted minimum hours under clause 10(c).
- (d) Full-time and part-time On-Train Employees, when working on-train, will be rostered for a minimum of six (6) hours of work per day, except for on a day of departure or arrival in a capital city – on which day the Company may roster fewer than six (6) hours work.
- (e) A maximum of 13 ordinary hours may be rostered on any day. Overtime rates are payable for all hours in excess of 13 on any day.
- (f) An Employee is entitled to an overnight break from duty of at least seven (7) hours. Overtime rates are payable for any deficit in that break.
- (g) Where an Employee is rostered for a broken shift, the maximum span of duty, including unpaid breaks, is 16 hours.
- (h) If ten or more hours are worked on a broken shift:
 - (i) there may be a maximum of three periods of work (i.e. either one or two unpaid breaks are permitted);
 - (ii) an unpaid break must be at least one hour in duration;
 - (iii) where two unpaid breaks are given, one of the breaks must be at least two hours in duration; and
 - (iv) unpaid meal breaks must be included in these permitted unpaid breaks.
- (i) Ordinary hours may be worked on any day of the week within a work cycle that provides for an average of at least twelve complete days off in a six-week roster period.

- (j) Hours and days of work shall be set so as to comply with the Company's fatigue management policy and procedures.

28.2 Hours of Work for Terminal Employees

- (a) The ordinary hours of work for a full time Employee will be an average of 76 per fortnight.
- (b) The ordinary hours of work for a part time Employee will be:
 - (i) a minimum average of 15 or more per week (unless varied pursuant to clause 10(c) or set as a result of a casual conversion pursuant to clause 10(e); and
 - (ii) less than 76 per fortnight.
- (c) A part time Employee may work ordinary hours in addition to their minimum contracted hours, up to a maximum average of 76 per fortnight. For the avoidance of doubt, such additional hours attract leave accruals and superannuation, as ordinary hours, and count toward any review of contracted minimum hours under clause 10(c).
- (d) Full-time and part-time Employees will be rostered for a minimum of three (3) hours of work per day.
- (e) A maximum of 12 ordinary hours may be rostered on any day. Overtime rates are payable for all hours in excess of 12 on any day.
- (f) An Employee is entitled to an overnight break from duty of at least eight (8) hours. Overtime rates are payable for any deficit in that break.
- (g) Where an Employee is rostered for a broken shift:
 - (i) the maximum span of duty, including unpaid breaks, is 12 hours, except that on one day of the week the maximum span may be 16 hours;
 - (ii) only one unpaid break is permitted, which must be at least two hours in duration including the unpaid meal break; and
 - (iii) unpaid meal breaks must be included in these permitted unpaid breaks.

29. Hours and Days of Work Casual Employees

- (a) Casual employment is employment by the hour. A casual Employee is to be employed or paid for a minimum of 3 hours work on each engagement.
- (b) Except in an emergency or unforeseen circumstances, casual On-Train Employees will not be required to work more than 70 hours in any week.
- (c) Casual On-Train Employees, when working on-train, will be rostered for a minimum of 6 hours of work per day, other than a day of departure or arrival in a capital city.
- (d) Casual Employees shall not be required to work more than seven consecutive days without one complete day off before commencement of the next shift. If the Employee has worked 70 hours or more over seven

consecutive days, the Employee must not be required to work without having 48 continuous hours off duty.

- (e) Hours and days of work shall be set so as to comply with the Company's fatigue management policy and procedures.

30. Rosters

- (a) Employees will work shifts in accordance with the roster established by the Company. The Company will deploy Employees to rosters, to meet the operational needs of the work area.
- (b) Rosters of days of work and days free of duty for On-Train Employees shall be posted at least two weeks in advance for two roster cycles with the first being firm and the second in draft and subject to change. An On-Train roster cycle shall not exceed 16 weeks.
- (c) Rosters for Storepersons shall be posted at least two weeks in advance and for Service Operators and others at least one week in advance.
- (d) Rosters may be varied by the Company in consultation with individual Employees to facilitate the Company's operational requirements. An Employee will be provided with 7 days notice of the Company's intention to vary the roster, other than in exceptional circumstances.
- (e) In the event of an emergency, an Employee may be recalled to duty at any time by the Company giving 48 hours notice. In these circumstances, it is agreed that an Employee will not unreasonably refuse to work subject to the requirements of the Company's fatigue management policy.
- (f) For On-Train Employees, the commencement and finishing times of shifts will be advised at the commencement of each day's work.
- (g) Any significant structural changes to the roster (e.g. permanent change to service timetable) will be discussed in the first instance within the Consultative Committee, having regard to Employees' preferences and operational requirements. Following consultation regarding any such changes, the Company will provide 14 days' notice to Employees.

31. Overtime

An Employee may be required to work overtime hours as either part of their roster or outside of their set roster cycle. Employees are entitled to overtime payments in accordance with this clause.

- (a) **Exceeding the maximum ordinary hours in a roster cycle.**

This clause will not apply to training where the hourly rate shall be 1/38th of the weekly rate.

Overtime rates will apply to all hours worked beyond an average of 38 hours per week over a roster cycle (for On-Train Employees) or 76 hours per fortnight (for Terminal Employees). For this purpose, all hours worked by the Employee are included, even if those hours have been paid at overtime rates because of another criterion in this Agreement.

The start and end of each roster cycle will be clearly identified and the average of ordinary hours and any overtime hours will be reconciled, and settlement of overtime payments will be made.

(b) **Other criteria**

An Employee who works:

- (i) in excess of the maximum prescribed ordinary hours on one day; or
 - (ii) outside the prescribed span of ordinary hours on a broken shift
- will be paid at overtime rates for those excess hours.

An Employee who is required to resume work without having the prescribed overnight break will be paid at overtime rates for that portion of the break that has not been provided. *(For example, an On-Train Employee who only has a six hour break will be paid at overtime rates for one hour).* Any such hours worked and paid at overtime rates will still count toward all other limits and criteria for overtime in this Agreement.

(c) **Payment for working overtime**

Where a full time or part time **Terminal Employee** is determined to have worked overtime, the Employee will be paid at the rate of time and one half (1.5) for the first 3 hours and double time (2.0) thereafter, Monday to Saturday. The overtime rate for Sunday is double time (2.0). Rates are outlined in Table 3, of clause 18 hereof. For the purpose of calculating overtime, each day shall stand alone.

Where a full time or part time **On Train Employee** is determined to have worked overtime over a roster cycle, the Employee will be paid at rate of time and one half (1.5) for all overtime hours, calculated on the Base Hourly Rate. Rates are outlined in Table 1, of clause 18 hereof.

32. Meal Breaks

- (a) On each day of work on board a train, an On-Train Employee is to be provided with one unpaid meal break. All other meal breaks are paid breaks. Meal breaks will be taken at convenient times which do not interfere with guest requirements. Each meal break will be for a period of at least 30 minutes and up to a maximum of 1 hour. Meals on train will be provided by the Company. If the Company is unable to provide a meal, a meal allowance will be paid in accordance with Clause 21 hereof.
- (b) On each day of work, all terminal based Employees will be entitled to an unpaid meal break of not less than 30 minutes and up to a maximum of 1 hour when rostered to work more than 5 hours on any day. Meal breaks are to be taken by arrangement between an Employee and his/her Team Leader at or prior to an Employee completing 5 hours continuous work.
- (c) Where a terminal based Employee has their hours of work extended on the day greater than 2 hours due to a train disruption or other Company related reason, the Company will either provide a meal, or pay a meal allowance in accordance with Clause 21 hereof.

33. Rest Pauses

Rest pauses will be scheduled and taken in the employers' time at times to suit the Company's convenience and so as not to affect the continuity of work and so as not to interfere with guest requirements.

When an Employee is required to work for 5 or more hours on any day they are entitled to one 10 minute rest pause.

When an Employee is required to work for 9 hours or more the Employee is entitled to take two 10 minute rest breaks. The Company may direct the Employee to take both breaks together, giving the Employee a total of one 20 minute rest break.

Part 5 - Leave

34. Annual Leave

- (a) A full time Employee is entitled to 4 weeks paid annual leave per annum, or 5 weeks for Shiftworkers as defined in clause 8. *Definitions*. Annual leave accrues progressively during a year of employment and accumulates from year to year.
- (b) A part time Employee is entitled to annual leave on a Pro Rata Basis in accordance with the number of hours per week the Employee is engaged to work.
- (c) Annual leave is to be taken at dates agreed between an Employee and the Company as soon as practicable after an Employee's entitlement to leave becomes due. An Employee is able to take annual leave as it accrues, subject to the needs of the business.
- (d) Annual leave will be taken in accordance with the pattern of work on the normal roster cycle. Other than in exceptional circumstances, On-Train Employees may not normally take Annual Leave in August, September and October each year.
- (e) Applications for Annual Leave must be submitted at least six weeks (or a lesser period by agreement) prior to the requested commencement date of the leave period, other than in exceptional circumstances. Leave applications will be submitted and processed in accordance with the applicable policy and procedures of the Company a copy of which shall be available to Employees at all times.
- (f) In circumstances where agreement as to the date(s) of taking leave cannot be reached, the Company may determine when such leave is to be taken, provided the employer gives the Employee at least two weeks notice of the intention to give annual leave.
- (g) Annual leave may be taken in one or more periods each year by agreement between an Employee and the Company.
- (h) Annual leave will be exclusive of any Public Holiday that occurs during the Annual Leave period.
- (i) For Terminal Employees an annual leave loading of 17.5% of the Hourly Rate of pay for 4 weeks is paid in addition to the rates of pay prescribed in Table 3, of clause 18 hereof.

For Terminal Employees who are Shiftworkers, an annual leave loading of 20% of the Hourly Rate of pay for 5 weeks is paid in addition to the rates of pay prescribed in Table 3, of clause 18 hereof.
- (j) For On Train Shiftworkers, an annual leave loading of 20% of the Base Hourly Rate of pay for 5 weeks is incorporated into the Annual, Weekly and Hourly rates of pay as prescribed in Table 1, of clause 18 hereof.
- (k) Upon termination of employment, in addition to other amounts due, the employer will pay the Employee for untaken accrued Annual Leave entitlements at the date of termination, the amount that the Employee would have been paid had they taken the leave.

35. Entitlement to Cash-out Part of Annual Leave

An Employee and the Company may agree to an Employee cashing out part of his/her annual leave provided that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued leave entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employee and the Company

36. Public Holidays

An Employee (other than a casual Employee) will be entitled to the following Public Holidays or substituted Public Holidays without loss of ordinary time pay:

<ul style="list-style-type: none">▪ New Year's Day▪ Australia Day▪ Good Friday▪ Easter Monday▪	<ul style="list-style-type: none">▪ ANZAC Day▪ Queen's Birthday▪ Christmas Day▪ Boxing Day
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An Employee (other than a casual Employee) shall also be entitled to the public holidays, part-day public holidays, or substituted public holidays in the State or Territory in which the Employee resides. (Note: in South Australia, this currently includes Christmas Eve (part day) and New Year's Eve (part day)).

All Employees required to work on a day on which a public holiday (or the substituted Public Holiday) actually falls will be paid an additional amount of time and one half of their Base Hourly Rate for actual hours worked.

37. Personal Leave

- (a) The provisions of this clause apply to full time and part time Employees, but do not apply to casual Employees.
- (b) For each year of employment an Employee is entitled to 10 days of paid personal/carer's leave.

To avoid doubt, this equates to 76 hours for each completed year of continuous employment for an Employee who works 38 hours per week and pro-rata for part-time Employees. An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

- (c) Personal Leave not used will accumulate for the term of an Employee's employment with the Company.
- (d) An Employee may take paid personal/carer's leave if the leave is taken:
 - (i) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.

- (e) An Employee must give notice to the employer of the need to take Personal Sick Leave as soon as is practicable, which in normal circumstances will be as soon as the Employee is aware of the need to take such leave.

The Employee must notify his/her immediate supervisor or manager of his or her inability to attend for duty. The notice must include an estimate of how long the Employee expects to be away from work.

In the event that an On-Train Employee's absence from work occurs at the commencement of a rostered trip, the Company will make reasonable efforts to find the Employee alternative duties or an alternative trip if he/she is fit to return to work before the rostered trip finishes.

- (f) Before taking Carer's Leave, an Employee must give notice before his or her next rostered starting time, unless it is not practicable to do so, in which case notice must be given as soon as practicable. Notice must include:
- the name of the person requiring care and support and that person's relationship to the Employee;
 - the reasons for taking such leave; and
 - the estimated length of absence.
- (g) The Employee must provide evidence supporting any claim for Personal Leave. If claiming Personal Sick Leave, the Employee must establish by production of a medical certificate from a registered medical practitioner that the Employee was unable to work because of injury or personal illness. If claiming Carer's Leave, the Employee must produce a copy of a medical certificate for the person for whom they provided care.

38. *Paid Compassionate Leave*

- (a) Compassionate Leave is paid leave taken by an Employee for the purposes of spending time with a person who:
- (i) is a member of the Employee's Immediate Family or a member of the Employee's household; and
 - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (iii) after the death of a member of the Employee's Immediate Family or a member of the Employee's household.
- (b) Subject to this clause, an Employee is entitled to a period of two days of Compassionate Leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (c) Compassionate Leave may be taken in a single unbroken period of two days or two separate periods of one day, or otherwise as agreed with the Company.
- (d) The Employee must provide evidence that the Company may reasonably require in support of a claim for Compassionate Leave.

39. Parental Leave

- (a) Parental Leave (maternity, paternity, adoption leave) is unpaid leave which is granted and arranged in accordance with the provisions of Chapter 2, Part 2-2, Division 5 of the FW Act. An Employee will be entitled to Parental Leave in accordance with these provisions.
- (b) As provided in the FW Act, to be eligible for such leave an Employee must have had at least 12 months continuous service with the Company immediately preceding the date on which he or she commences leave.
- (c) An Employee is entitled to convert accumulated Personal Leave into paid Parental Leave provided that:
- the Employee is eligible and has been granted Parental Leave;
 - at all times the Employee maintains a minimum Personal Leave balance equal to no less than one year's accumulation (10 days).

The period of time taken as Personal Leave in this clause will form part of the Parental Leave entitlement under the FW Act and is not in addition to that entitlement.

- (d) In the event that the Federal Government introduces a modified national paid parental leave scheme which provides more favourable conditions for Employees than the conditions prescribed in sub clause 39(a) above, the paid parental leave provisions at sub clause 39(a) will cease to operate effective from the date of introduction of the modified national paid parental leave scheme.

40. Long Service Leave

An Employee is entitled to Long Service Leave in accordance with the legislation in the State or Territory in which the Employee ordinarily resides.

41. Jury Service

Employees called for jury service will be provided leave for the period of their attendance. Payment for leave for jury service will be made at the relevant remuneration rate prescribed by Clause 18 hereof. Employees must reimburse the Company any monies, except for incidental payments for meals or travel, paid by the Sheriff's office, court or other organisation for their attendance for jury service.

The Employee must notify the Company as soon as possible of the date he/she is required to attend jury service.

42. Unpaid Leave

An Employee may apply in writing for unpaid leave for a period of up to six (6) months. An application for unpaid leave must be made at least one month before the intended commencement of the leave.

Approval of unpaid leave will be at the GSR Chief Executive Officer's absolute discretion. The Chief Executive Officer may elect to take into account factors such as, but not limited to, staffing levels and operational requirements.

Part 6 - Health, Safety and Environment; Miscellaneous Provisions

43. Compliance with Policies

Employees shall comply with the requirements of the Company's Work, Health & Safety, Security, and Health Safety & Environment policies and procedures as amended from time to time. These policies and procedures will be reviewed in consultation with the Company's Safety Consultative Committee.

44. Health and Fitness Medical Standards; Drugs and Alcohol Policy

Employees shall comply with the Company's Health and Fitness Assessment Procedure as amended from time to time. The Company will meet the cost of all pre-employment, periodic and targeted medicals, except cancellation fees which are at the Employees' cost. Attendance at these appointments will be in the Employees' own time.

Employees shall comply with the Company's Drug and Alcohol Policy as amended from time to time and in particular Employees will submit to all random alcohol and drug tests and will attend all medical examinations as may be reasonably required.

45. Uniforms

The Company will supply Employees with uniform necessary for the performance of their duties at the Company's cost. Employees will wear all uniforms and present themselves in accordance with the Company's grooming standards as issued and amended from time to time.

Uniforms will be replaced by the Company at its cost on the basis of fair wear and tear and in accordance with the Company's Uniform Policy as issued and amended from time to time. Replacement of uniforms in the event of careless damage or loss will be at an Employee's cost.

Employees will be responsible for the laundering of uniforms at their cost, except for On-Train Employees who will have the cost of laundering their uniform met by the Company provided the On-Train Employee uses a dry cleaner nominated by the Company.

On or before an Employee's last day of work with the Company, the Employee must return all uniforms and equipment provided. The Employee's final pay will not be made until uniform has been returned to the Company. The cost of any missing items shall be deducted from the Employee's final payment.

Employees will be required to wear the uniform and personal protective equipment at all appropriate times while Employees are on duty.

46. Personal Protective Equipment (PPE)

Appropriate and specific personal protective equipment (PPE) shall be supplied by the Company for use in tasks for which it is deemed necessary. It is mandatory that the PPE is worn in accordance with the Company policy. Employees shall take due and proper care of PPE issued. Employees may be subject to disciplinary action for failure to use the equipment or to exercise reasonable care for it.

47. Tools

All tools required for the performance of any job task shall be supplied by the employer without cost to the Employee. Employees in the job classification Hospitality Attendant (Food Trade) shall supply their own knives and

maintain them in good safe condition. The rate of pay for this job classification as prescribed in Tables 1 and 2 of clause 18 hereof is inclusive of an hourly knife allowance.

48. Confidential Information

An Employee must not either during or after the period of his/her employment with the Company, except in the proper course of his/her duties or as authorized by the Company or as required or permitted by law, disclose, use for his/her benefit or gain, or divulge to any person or organization, any Confidential Information.

These obligations of confidence will remain in full force and effect irrespective of the termination of an Employee's employment with the Company or the expiration of this Agreement.

Confidential Information means information relating to the business affairs of the Company, matters of a technical nature, technical data, operational, security or safety procedures and information, accounting procedures and financial information, business plans, sales information and like information relating to the business of the Company, information which the Company specifies as confidential or which, if disclosed, would be known or ought reasonably to be known to be detrimental to the Company and all other information which is imparted to the Employee in circumstances which the Employee knows or ought reasonably to know that the information is confidential to the Company or to any persons with whom the Company is concerned.

49. Publicity, Promotions and Advertising

When performing their normal duties, Employees may be required to participate in publicity and promotional activity that may include, but not be limited to, photo calls, press, radio and television interviews, documentaries and/or advertising. The recording of part or whole of their performance for these purposes shall be considered as part of their normal duties and will not attract additional payments of any kind.

50. Union Facilities and Union Business

- (a) The union will advise the Company, in writing, the names of the elected union delegates.
- (b) The Company will recognise the authorisation of each elected union delegate and provide them with the following assistance to undertake their duties;
 - (i) To attend union meetings, the Chief Operating Officer will, upon receiving at least two weeks' notice of the meeting, approve paid time off subject to the operational requirements of the business. No more than one Employee shall be off shift at any one time. Such notice should be provided to the Human Resources Manager.
 - (ii) Access to facilities required for the purpose of carrying out their duties. Facilities will include meeting rooms, desk and conference phones, facsimile machines, internet, email and photocopiers. Such access to facilities shall not unreasonably affect the operation of the Company and will be in accordance with Company policy and practices.
- (c) The Company shall grant paid leave during normal working hours (if the Employee is rostered to work) to Employees;
 - (i) Who are required to attend or give evidence before any industrial tribunal regarding a matter arising from this Agreement; and

- (ii) When prior arrangement has been made between the union and the Company for the Employee to attend official union meetings and union meetings preliminary to negotiations and/or industrial tribunal proceedings; and
 - (iii) Who are required to attend Joint Consultative Committee meetings or working parties.
- (d) Access to paid leave for the purpose of union training is subject to the approval of the Chief Operating Officer however the approval will not be unreasonably withheld and shall not exceed a maximum of 10 days in any calendar year as an aggregate of paid training leave for all appointed delegates to attend appropriate union education and training.
- (e) The granting of leave within this clause is subject to operational requirements of the Company and shall only be approved where reasonable notice is given for the application for leave and for those Employees whose attendance is essential.
- (f) The Company shall not be liable for any expenses associated with an Employee attending to union business.
- (g) Paid leave granted under this clause shall include any necessary travelling time in normal working hours.
- (h) The provisions of this clause shall not apply to special arrangements which may be agreed between the Company and the union which provide for unpaid leave for Employees to conduct union business and when an Employee is absent from work without the approval of the Company.

Part 7 - Consultation and Dispute Resolution

51. Consultation term

- (a) This term applies if the Company:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its business that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (b) For a major change referred to in clause 51(a)(i):
- (i) the Company must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) subclauses 51(c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- (e) As soon as practicable after making its decision, the Company must:
- (i) discuss with the relevant Employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.
- (e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative.
- (f) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) If a term elsewhere in this Agreement provides for a major change to program, organisation structure, technology or prescribes arrangements for cross deployment, multi skilling and or of determining staffing levels in relation to the Company's business, the requirements set out in sub clauses 51(b)(i), (c) and (e) are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on Employees if it results in:

- (i) the termination of the employment of Employees; or
- (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the need to relocate Employees to another workplace; or
- (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (i) For a change referred to in subclause 51(a)(ii):
 - (i) the Company must notify the relevant Employees of the proposed change; and
 - (ii) subclauses 51 (k) to (p) apply.
- (j) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (k) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.
- (l) As soon as practicable after proposing to introduce the change, the Company must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - all relevant information about the change including the nature of the change; and
 - information about the what the Company reasonably believes will be the effects of the change on the Employees; and
 - information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (m) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (n) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (o) In this term, "relevant Employees" means the Employees who may be affected by a change referred to in subclause 51(a).

52. *Grievance and Dispute Resolution Procedure*

- (a) If a dispute relates to:
 - (i) a matter arising under the Agreement; or
 - (ii) the National Employment Standards;

this term sets out procedures to settle the dispute.

- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

Note If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the Employee to perform; or
 - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

53. Consultative Committee

- (a) The Company agrees to establish a Consultative Committee (“CC”) to facilitate discussion and resolution of issues that may arise during the term of this Agreement. The CC will consist of 3 Company and 3 Employee representatives. Company representatives will be appointed by the GSR CEO and Employee representatives will be elected by Employees. The CC may invite others to meetings as relevant, particularly subject specialists/experts as required.
- (b) CC meetings will be held quarterly or at other times as agreed between the parties.

Signatures

SIGNED FOR AND ON BEHALF of

Great Southern Rail Pty Ltd [ABN 59 079 476 949]

Signature: 

Full Name: CHRIS TALLENT

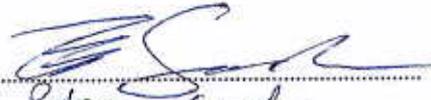
Address: Adelaide Parklands Terminal
Richmond Rd, Keswick SA 5035

Basis of authority to sign: Chief Executive Officer

Dated: 7/9/2016

in the presence of:

Witness

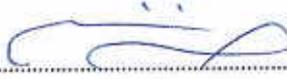
Signature: 

Name: Peter Garden

Address: Adelaide Parklands Terminal
Richmond Rd, Keswick SA 5035

Dated: 07/09/2016

SIGNED FOR AND ON BEHALF of the Employees

Signature: 

Full Name: DARREN BRETT PHILLIPS

Address: 63 LEDGER ROAD
BEVERLEY SA 5009

Basis of authority to sign: RTBU SA/NT BRANCH SECRETARY

Dated: 09/09/2016

in the presence of:

Witness Kaye E. Brown

Signature: 

Name: Kaye E. Brown

Address: 63 LEDGER ROAD
BEVERLEY SA 5009

Dated: 9/9/2016

Appendix

Table 1 - On Train Employees – Full Time and Part Time

From the First Full Pay Period commencing 12 months after the date of operation.						
Job Classification	Annual Rate	Weekly Rate	Hourly Rate	Base Hourly Rate	Overtime Rate (1.5)	Public Holiday Rate (2.5)
Hospitality Attendant	\$59,953.16	\$1,152.94	\$30.34	\$22.13	\$33.19	\$55.32
Hospitality Attendant (Food Trade)	\$65,284.69	\$1,255.48	\$33.04	\$24.31	\$36.47	\$60.79
From the First Full Pay Period commencing 24 months after the date of operation.						
Job Classification	Annual Rate	Weekly Rate	Hourly Rate	Base Hourly Rate	Overtime Rate (1.5)	Public Holiday Rate (2.5)
Hospitality Attendant	\$61,751.75	\$1,187.53	\$31.25	\$22.79	\$34.19	\$56.98
Hospitality Attendant (Food Trade)	\$67,243.23	\$1,293.14	\$34.04	\$25.04	\$37.57	\$62.61

Table 2 - On Train Employees – Casual

From the First Full Pay Period commencing 12 months after the date of operation.				
Job Classification	Hourly Rate	Base Hourly Rate	Overtime Rate (1.5)	Public Holiday Rate (2.5)
Hospitality Attendant	\$37.93	\$27.65	\$41.48	\$69.13
Hospitality Attendant (Food Trade)	\$41.29	\$30.39	\$45.58	\$75.96
From the First Full Pay Period commencing 24 months after the date of operation.				
Job Classification	Hourly Rate	Base Hourly Rate	Overtime Rate (1.5)	Public Holiday Rate (2.5)
Hospitality Attendant	\$39.07	\$28.48	\$42.72	\$71.20
Hospitality Attendant (Food Trade)	\$42.53	\$31.30	\$46.95	\$78.24

Table 3 – Terminal Employees – Full Time and Part Time

From the First Full Pay Period commencing 12 months after the date of operation.						
Job Classification	Annual Rate	Weekly Rate	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$43,341.95	\$833.50	\$21.94	\$32.90	\$43.87	\$54.84
Service Operator (Team Leader)	\$47,924.94	\$921.63	\$24.25	\$36.38	\$48.51	\$60.63
Storeperson	\$47,168.46	\$907.08	\$23.87	\$35.81	\$47.75	\$59.68
From the First Full Pay Period commencing 24 months after the date of operation.						
Job Classification	Annual Rate	Weekly Rate	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$44,642.20	\$858.51	\$22.59	\$33.89	\$45.19	\$56.49
Service Operator (Team Leader)	\$49,362.69	\$949.28	\$24.98	\$37.47	\$49.96	\$62.45
Storeperson	\$48,583.51	\$934.30	\$24.59	\$36.88	\$49.18	\$61.47

Table 4 – Terminal Employees – Casual**All casual Employees except those Northern Territory Employees who were employed prior to 3 April 2014.**

From the First Full Pay Period commencing 12 months after the date of operation.				
Job Classification	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$27.43	\$41.14	\$54.85	\$68.56
Service Operator (Team Leader)	\$30.32	\$45.48	\$60.63	\$75.79
Storeperson	\$29.85	\$44.77	\$59.69	\$74.62
From the First Full Pay Period commencing 24 months after the date of operation.				
Job Classification	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$28.25	\$42.37	\$56.50	\$70.62
Service Operator (Team Leader)	\$31.23	\$46.84	\$62.45	\$78.07
Storeperson	\$30.74	\$46.11	\$61.49	\$76.86

Table 5 – Terminal Employees – Casual (Northern Territory Only)**Those casual Northern Territory Employees who were employed prior to 3 April 2014.**

From the First Full Pay Period commencing 12 months after the date of operation.				
Job Classification	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$32.91	\$49.37	\$65.82	\$82.28
Service Operator (Team Leader)	\$36.38	\$54.57	\$72.76	\$90.95
From the First Full Pay Period commencing 24 months after the date of operation.				
Job Classification	Hourly Rate	Overtime Rate (1.5)	Overtime Rate (2.0)	Public Holiday Rate (2.5)
Service Operator	\$33.90	\$50.85	\$67.80	\$84.74
Service Operator (Team Leader)	\$37.47	\$56.21	\$74.94	\$93.68

Table 6 – Higher Duties – On-Train Employees – Full Time and Part Time

From the First Full Pay Period commencing 12 months after the date of operation.	
Job Classification	Hourly Rate
Housekeeping Supervisor	\$32.95
Restaurant Manager	\$33.88
Chef de Partie	\$35.44
Duty Manager	\$35.54
Train Manager	\$36.61
From the First Full Pay Period commencing 24 months after the date of operation.	
Job Classification	Hourly Rate
Housekeeping Supervisor	\$33.94
Restaurant Manager	\$34.89
Chef de Partie	\$36.51
Duty Manager	\$36.61
Train Manager	\$37.70

Table 7 – Higher Duties – Terminal Employees – Full Time and Part Time

From the First Full Pay Period commencing 12 months after the date of operation.	
Job Classification	Hourly Rate
Storeperson - Team Leader	\$35.70
From the First Full Pay Period commencing 24 months after the date of operation.	
Job Classification	Hourly Rate
Storeperson - Team Leader	\$36.77