DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Genesee & Wyoming Australia Pty Ltd
(AG2019/4677)

GENESEE & WYOMING AUSTRALIA PTY LTD (SA/NT) RAIL OPERATIONS ENTERPRISE AGREEMENT 2020

Rail industry

COMMISSIONER PLATT ADELAIDE, 17 DECEMBER 2019

Application for approval of the Genesee & Wyoming Australia Pty Ltd (SA/NT) Rail Operations Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Genesee & Wyoming Australia Pty Ltd (SA/NT) Rail Operations Enterprise Agreement 2020* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Genesee & Wyoming Australia Pty Ltd. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 11 December 2019.

[3] On 13 December 2019, I corresponded with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 13 December 2019. The undertaking deals with the following topics:

- The Applicant has inserted a National Employment Standards (NES) precedence clause.

- In relation to clause 32.1 of the Agreement, where an employee's ordinary hours of work are able to be systematically rostered throughout the 24 hours of the day and/or the 7 days of the week they will be entitled to 5 weeks paid leave per year.

[5] A copy of the undertaking has been provided to the bargaining representative and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative supported the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] The Australian Rail, Tram and Bus Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 16 December 2023.

COMMISSIONER

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Genesee & Wyoming Australia Pty Ltd (SA/NT) Rail Operations Enterprise Agreement 2020

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 – THE AGREEMENT AND ITS OPERATION

1 TITLE

This agreement shall be known as the Genesee & Wyoming Australia Pty Ltd (SA/NT) Rail Operations Enterprise Agreement 2020 (the "agreement").

2 PARTIES TO THIS AGREEMENT

The parties covered by this agreement are:

2.1 Genesee & Wyoming Australia Pty Ltd – ACN 079 444 296 (referred to as "GWA" or the "employer");

2.2 Employees of GWA employed under the classifications prescribed in clause 19 - *Rates of Pay*, of this agreement (the "employees"); and

2.3 Australian Rail Tram and Bus Industry Union SA/NT Branch (referred to as the "RTBU" or the "Union"), subject to the Fair Work Commission including a note to that effect in its decision to approve the agreement.

3 APPLICATION OF THIS AGREEMENT

This agreement applies to GWA, employees who are engaged in any of the classifications specified in clause 19 - *Rates of Pay*, at locations in South Australia ("SA") or the Northern Territory ("NT").

4 DURATION AND RENEWAL OF THIS AGREEMENT

4.1 This agreement will commence to operate in accordance with the Act, seven (7) days after the Fair Work Commission makes a decision to approve the agreement. The nominal expiry date of this agreement is 4 years after the Fair Work Commission makes a decision to approve the Agreement.

4.2 This agreement shall continue to operate after its nominal expiry date unless it is terminated or replaced in accordance with the Act.

4.3 The parties will convene six (6) months prior to the nominal expiry date of this Agreement to negotiate a replacement Agreement.

5 RELATIONSHIPS WITH OTHER AGREEMENTS, AWARDS AND OTHER INDUSTRIAL INSTRUMENTS

5.1 This agreement supersedes and replaces, in full, the Genesee & Wyoming Australia Pty Ltd (SA/NT) Rail Operations Collective Agreement 2017.

5.2 No award, collective agreement, pre-reform certified agreement, preserved state agreement or notional agreement preserving a state award will have any effect in relation to employees covered by this agreement while this agreement is in operation.

6 DEFINITIONS AND INTERPRETATIONS

In this agreement, the following definitions shall apply:

Casual employment	means a form of employment where an employee is not employed on a permanent basis and is employed by the hour, and which does not meet the definition of part-time or fixed term employment.
Continuous service	unless otherwise qualified within the body of this agreement, means unbroken service with GWA and shall also include, if applicable, unbroken service with Australia Southern Railroad ('ASR'), provided the employment with GWA was continuous with the employment with ASR.
Driver only operation (DOO)	for the purpose of DOO shift length and DOO payment provisions in this agreement, occurs where a single qualified person is the only person assigned as the crew on the locomotive and has sole responsibility for the

	control, operation and procedures of the locomotive in either a DOO Shunt or DOO Mainline capacity. To avoid doubt, DOO does not occur where two (2) qualified persons are assigned as the crew on the locomotive, notwithstanding that as part of working the train one of the crew may be required to undertake tasks off the locomotive as part of the duties for that train.
Emergency or unavoidable necessity	for the purposes of clauses 29.4 and 29.6.3 are defined as follows: an **"emergency"** means an emergency due to an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property, and an **"unavoidable necessity"** means a practically inescapable circumstance, occurring during the shift, necessitating working to be adopted to avoid, if possible, serious dislocation to train services. For example, this includes equipment and infrastructure failures, accidents and derailments but shall not include scheduling / rostering errors or general late running of trains.
Fixed term employment	means a form of employment where an employee is employed for a defined period or task and paid in accordance with the conditions for a full-time or part-time employee as applicable.
Full time employment	means a form of employment where an employee is employed on the full time average of thirty-eight (38) hours per week averaged over the roster cycle.
Home location	means the employee's appointed operational base, or temporary operational base if the employee is working away from home on temporary transfer or rostered sub depot working.
Limited train movement	occurs where a qualified person is assigned to operate a locomotive for the purposes of terminal services activities. The moving of a locomotive on its own within defined maintenance facilities is not a "limited train movement" operation.
Ordinary hours	means the number of hours worked over the roster cycle necessary to average thirty-eight (38) hours per week averaged over the roster cycle.
Ordinary rate of pay	means the employees' rate of pay as provided for at clause 19.1 plus any further components added to and forming part of the employees' pay for all purposes and, as far as it is applicable, as varied by any salary packaging arrangement that may apply.
OHS&W Act	means the *Work Health and Safety Act 2012 (SA)* or other relevant State or Territory health and safety legislation, as applicable.
Part time employment	means a form of employment where an employee is employed on a regular basis on a number of hours less than the full time employment average number of hours.
Policy / policies	means a new or existing policy of GWA as amended from time to time.
Remote control	means a method of operation where a single qualified person operates a locomotive from outside the locomotive cab with the use of a radio controlled remote unit for yard / terminal / siding activities such as; shunt, load / unload, loop / siding entry and exit operations. The operation of a locomotive from within the locomotive cab using the remote unit, in lieu of the standard locomotive controls, is not regarded as a remote control operation. The application of this definition will require consideration of any rail safety procedures that determine the use or non-use of remote control. Further, as far as payment of an allowance for this work is concerned the specific provisions at clause 23.2 and 23.3 must be observed.

Roster cycle	means a designated period over which work is arranged and the hours of work may be averaged. (Refer to clause 29.2 for conditions relating to changes to the length of the roster cycle.)
Stand alone	means the hours paid will not be included in the calculation of ordinary hours.
the Act	means the Fair Work Act 2009 (Cth).
Two qualified persons	may be two (2) drivers, a driver and a qualified second person or any other person, so qualified, and assuming the responsibilities of these roles.

7 INTENT AND OBJECTIVES OF THIS AGREEMENT

7.1 This agreement aims to provide a mechanism for attracting and retaining a workforce that delivers a level of performance and service that is responsive, competitive and innovative to the needs of GWA and its customers.

7.2 The parties acknowledge that it is critical to GWA's ongoing success that an increased level of business competitiveness is achieved through continuous improvement in operational reliability, provision of customised service delivery solutions and improved productivity.

7.3 The employer, the RTBU and the employees aim for this agreement to achieve the following broad objectives:

7.3.1 To provide an environment that encourages integrated business and operational strategies that provide GWA with maximum potential for commercial viability, business growth and the provision of an efficient, value added and reliable services to its customers.

7.3.2 To foster a work culture that is aligned to the achievement of GWA's commercial success and encourages continuous improvement in safety, reliability, efficiency and competitiveness through a combination of organisational and work practice reforms and improved capital utilisation.

7.3.3 To encourage mutual trust, cooperation, consultation and open communication.

7.3.4 To provide fair and equitable working conditions, remuneration and satisfying work together with high standards of workplace health, safety and equal opportunity.

7.3.5 To provide training and development, including nationally accredited competency based training, which enhances skills and assists employees to reach their full potential.

7.3.6 To provide an appropriate work / non work balance that recognises both GWA's twenty-four (24) hours a day, seven (7) days a week operational requirements and employees' personal, family, domestic and social requirements.

PART 2 – CONTRACT OF EMPLOYMENT AND RELATED MATTERS

8 CONDITIONS OF EMPLOYMENT

8.1 Within the limits of their skills, competence and training, employees shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties. 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 task. The employer commits not to promote deskilling through requiring this degree of flexibility.

8.2 Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner.

8.3 Employees may be required to undertake shift work and / or weekend work in the course of their employment in accordance with their applicable roster.

8.4 Employees acknowledge that they work in a regulated industry and are accordingly subject to personal statutory obligations, including under Acts, Rules, Regulations and Codes of Conduct, with which they must comply.

9 FORMS OF EMPLOYMENT

9.1 General Principles and Provisions

9.1.1 The employer may employ on a full time, part time, fixed term, permanent or casual basis and may also use supplementary labour from external sources as required.

9.1.2 The employer confirms that the predominant form of employment is permanent full time or part time employment. Fixed term and casual employment shall not be used to displace permanent employees. However, the employer may utilise these other forms of employment based on operational requirements and circumstances prevailing from time to time to cover peak demands, unplanned or extended leave or special programs / projects etc that justify the use of these other forms of employment.

9.1.3 Existing employees shall not have their form of employment changed without their consent and if arranged shall be done in accordance with a written agreement.

9.1.4 New employees shall be advised of the form of employment they are being employed in prior to engagement and for all forms of employment, other than short term casual arrangements, such advice shall be in writing.

9.1.5 Where permanent full time positions become available preference will be given to suitable permanent part-time or fixed term employees who wish to be considered for appointment to these positions. The employer will, in the first instance, seek expressions of interest from suitable employees and these expressions will be considered through a merit based selection process.

9.2 Probationary Employment

New employees will be subject to a probationary period under the following conditions:

9.2.1 The period of probationary employment will be commensurate with the requirements of the position and will be outlined in the written offer of employment. Unless otherwise required a probationary period of up to three (3) months from the date of commencement will be applied to new employees.

9.2.2 An employee's probationary period may be extended beyond the initial period, for up to a further three (3) months, where there is a likelihood that such an extension will provide the employee with the opportunity of satisfying the probationary requirements. The employee shall be advised in writing of such an extension before the expiry of the original probationary period.

9.2.3 A probationary period will not apply to casual employees and temporary employees engaged for a period of less than six (6) months.

9.2.4 On commencing employment, probationary employees will be advised of the performance standards required and will undergo regular performance reviews during the period of probationary employment.

9.2.5 Employees will undergo an induction and orientation program at the commencement of employment, during which they will be familiarised with GWA, their work sites and the requirements of their position.

9.2.6 During the probationary period, the employee's employment may be terminated by either the employee or the employer providing one (1) weeks' written notice.

9.3 Full Time Employment

Full time employment shall be an average of thirty-eight (38) ordinary hours per week averaged over the roster cycle.

9.4 Part Time Employment

9.4.1 Part time arrangements shall be subject to the suitability of the operations and shall be any number of hours less than the full time hours as agreed between the employer and the employee and outlined in the written offer of employment.

9.4.2 The arrangement of hours shall be mutually agreed between the employer and the employee, provided that where agreement cannot be reached the employer shall determine the arrangement of hours.

9.4.3 The employer and a part time employee may agree to vary the number of part time hours and such agreement shall be in writing.

9.4.4 The minimum shift length for a part time employee shall be four (4) hours and a minimum of eight (8) hours per week, averaged over the roster cycle, shall be provided.

9.4.5 Where requested, a part time employee may work further hours beyond the agreed hours for a given roster cycle. In such cases, the employee shall be paid the ordinary rate for those hours up to the full time ordinary hours and paid overtime, in accordance with clause 21, for those hours in excess of the full time ordinary hours.

9.4.6 Unless otherwise provided, part time employees shall receive equivalent pay and conditions, on a pro rata basis, to those of full time employees in the same position.

9.4.7 Where the employer is proposing to introduce a part time arrangement it shall consider, where practicable, offering the part time arrangement to existing employees before seeking external appointments.

9.5 Fixed Term Employment

9.5.1 An employee may be engaged on a full time or part time basis for a fixed term or defined task for purposes including project work, peak or short term additional workload, unplanned absences, etc. The fixed term or defined task shall be agreed between the employer and the employee and the arrangement shall be outlined in the written offer of employment.

9.5.2 There is no obligation upon the employer to offer ongoing employment beyond the term / task contained in the offer of employment. Subject to clause 9.5.6 below, a further fixed term may be offered and any such further term shall be detailed in a written offer.

9.5.3 A fixed term employee shall be entitled to the same terms and conditions, other than long service leave and redundancy, as applicable to a permanent full time or permanent part time employee occupying the same position.

9.5.4 Other than in cases of serious misconduct, justifying summary dismissal, the employer may terminate the employment of a fixed term employee at any time during the term of employment by giving notice of one (1) week or such other period of notice required by the Act, or payment in lieu thereof, in whole or in part. A fixed term employee may terminate their employment by giving one (1) weeks' notice.

9.5.5 Upon termination, a fixed term employee shall be entitled to the payment of any accrued annual leave entitlements.

9.5.6 A fixed term employee shall generally not be engaged for a period in excess of twelve (12) months.

9.6 Casual Employment

9.6.1 An employee may be engaged on a casual basis to satisfy short term or irregular labour requirements that cannot be reasonably accommodated in a full time / part time / fixed term arrangement.

9.6.2 Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between the employer and the casual employee.

9.6.3 The minimum shift length for a casual employee shall be four (4) hours and where a lesser period is required to be worked a four (4) hour minimum payment shall apply.

9.6.4 Subject to clause 9.6.10, there shall be no obligation upon the employer to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.

9.6.5 The employer or the employee may terminate the casual employment arrangement by providing notice at the end of a shift, however, either the employer or the employee may provide a greater period of notice.

9.6.6 Casual employees shall be paid at the hourly rate equivalent to the full time classification they are engaged in plus a loading of 20%.

9.6.7 Other than long service leave in accordance with applicable legislation, casual employees shall not be entitled to any form of paid leave, payment for public holidays not worked, severance pay and notice payments.

9.6.8 Payment of overtime, penalties and allowances shall be in accordance with the respective provisions applicable to the classification the casual employee is engaged in.

9.6.9 Casual employees will not usually be engaged for a continuous period of more than six (6) months, however, they may be engaged on an irregular / ad- hoc basis over any period of time.

9.6.10 A casual employee who has been engaged for a period of six (6) months on a regular and systematic basis consistent with that of a full time or part time employee may apply to have their employment converted to full time or part time employment as the case may be.

- The employer may, having regard for the ongoing requirements for the employee, agree to convert the employee to a permanent employee on a full time or part time basis. Such conversion shall be arranged by way of a written offer of employment consistent with the applicable form of employment prescribed elsewhere in this clause.
- The employer shall not unreasonably decline any application made to convert from casual employment under the terms of this subclause and where such an application is declined the employee shall be provided with written advice together with reasons for the decision.

10 FLEXIBLE WORKING ARRANGEMENTS

Flexible working arrangements may be agreed between GWA and an individual employee in accordance with the model flexibility term at *APPENDIX E*.

11 TERMINATION OF EMPLOYMENT

Unless otherwise provided for in clause 9 or clause 12, termination of employment shall be in accordance with the following provisions:

11.1 Termination by the Employer

11.1.1 Termination of an employee's contract of employment may occur by the employer giving the employee four (4) weeks' notice.

11.1.2 In addition to this notice, employees over forty-five (45) years of age at the time of the giving of the notice and with not less than two (2) years continuous service are entitled to an additional weeks' notice.

11.1.3 The employer may, at its election, make payment in lieu of notice, either wholly or in part thereof.

11.1.4 Nothing in this agreement affects the employer's rights to dismiss an employee at any time without notice for conduct that would justify summary dismissal. If an employee is dismissed on this basis, the employee will be entitled to be paid for work only up to the time of dismissal.

11.2 Termination by the Employee

11.2.1 An employee may resign from employment by giving four (4) weeks' notice in writing.

11.2.2 In the event that the employee fails to give the prescribed notice, any pay due to the employee may be forfeited to the extent that the written notice given falls short of the required notice.

11.2.3 Where agreed, a shorter period of notice may be given without forfeiture of pay.

11.3 Abandonment of Employment

11.3.1 The absence of an employee from work for a continuous period exceeding five (5) working days without the consent of the employer shall be prima facie evidence that the employee has abandoned their employment.

11.3.2 The employer will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include the employer writing to the employee at the employee's last known address informing the employee that the absence may result in the employee's services being terminated.

11.3.3 If within a further period of five (5) days the employee has not established, to the satisfaction of the employer, that they were absent for a reasonable cause they shall be deemed to have abandoned their employment and, at the employer's discretion, their employment may be terminated.

11.3.4 Termination of employment by abandonment in accordance with this subclause shall operate as 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.

11.4 Upon any termination of employment becoming effective, the employee must return all property belonging to GWA which is held by or under the control of the employee.

12 REDUNDANCY

12.1 Employees, other than fixed term and casual employees, who have their employment terminated due to redundancy shall be entitled to:

12.1.1 two (2) weeks' notice, in lieu of any other period of notice required under this agreement, for each completed year of service, or ordinary pay in lieu, up to a maximum of twelve (12) weeks; and

12.1.2 Employees who are eligible for severance pay who have completed more than one year but less than two years continuous service will be entitled to four weeks' severance pay.

12.1.3 severance pay of three (3) weeks' ordinary pay for each completed year of service.

12.1.4 **"Service"** for the purposes of this clause, means continuous service, as defined.

12.1.5 **"Ordinary Pay"** for the purpose of this clause, means the employee's ordinary rate of pay plus an average of weekend payments calculated over the twelve (12) months up to the date of redundancy.

12.2 Where positions covered by this agreement are made redundant, the employer will apply the following options in managing such redundancies and these options, unless otherwise impracticable, shall be applied in the following order:

12.2.1 Employees may be offered redeployment subject to suitable opportunities existing and employees accepting those offers including the requirement to undertake any necessary training or competency development.

12.2.2 Examining opportunities for voluntary redundancies by calling for expressions of interest, however, the employer shall be under no obligation to accept all or any particular expression of interest.

12.2.3 Apply involuntary redundancies where it is satisfied that the above alternatives have been exhausted or are inappropriate to the particular circumstances of the redundancies. Where multiple involuntary redundancies in the one classification at the one location are proposed employees shall be selected based on GWA's need for skills, competencies, qualifications and experience at the time.

12.3 Where the employer offers an employee suitable equivalent alternative employment on no lesser wages and conditions, when viewed overall, and the employee rejects such an offer the employee's services may be terminated and the employer will not be obliged to pay the employee the notice and severance payments prescribed by this clause. For the purposes of clarity, the employee may agree to accept an offer of employment that is not equivalent alternative employment. In such cases where accepting a position with lower remuneration the employee will maintain the higher rate of pay, as defined in clause 12.1.5, for a period of twelve (12) weeks, but shall not be entitled to the severance pay under clause 12.1.3.

12.4 In the event of a transfer of business, and

12.4.1 the employee is offered an equivalent position with the new employer on no lesser wages and conditions, when viewed overall, and

12.4.2 that offer of employment recognises continuity of service,

the employee shall not be entitled to the notice and severance payments prescribed by this clause.

12.5 Employees whose positions become redundant shall be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services.

12.6 Employees made redundant under the provisions of this clause shall, subject to suitability and availability, be given preference for re-employment should opportunities subsequently arise within the employer's operations.

12.7 Employees based at Whyalla whose positions are made redundant, and who lack qualifications in the National Code of Practice for the Defined Interstate Rail Network (NCoP for the DIRN), shall be provided with access to training in the theory component of the NCoP for the DIRN provided that they confirm their interest in receiving such training to the employer prior to termination of employment. The training will be scheduled at the employer's discretion, subject to the operational requirements of the employer. For avoidance of doubt, the employment of any such employee will not continue as a consequence of undertaking the training. Recipients of the training will not be paid by the employer for time taken to complete the training.

13 TRANSFER AND PROMOTION

13.1 Permanent Transfers

13.1.1 The employer may transfer an employee from one location / position to another, however, in considering the transfer the employer will give appropriate consideration to the employee's needs and circumstances as well as GWA's requirements.

13.1.2 A permanent transfer, at the employer's initiation, will generally arise due to a downturn in work or commercial / operational changes that result in a lesser requirement for employees at one location but a requirement at another location. Transfers resulting from this type of circumstance are aimed at redeploying existing surplus employees and to reduce redundancy and recruitment costs.

13.1.3 Where requirements or opportunities for transfers arise, the usual practice shall be for the employer to seek volunteers by calling for expressions of interest from employees wishing to be considered for transfer. However, this usual practice shall not limit the employer's ability to transfer a particular employee where there is a specific requirement of GWA or an employee.

13.1.4 The employer acknowledges that some employees' personal or family circumstances will prevent them from transferring permanently to another location and in such cases other alternatives, including but not limited to redundancy, will be considered.

13.1.5 Employees required to permanently transfer at the initiation of the employer, including term transfers in accordance with clause 13.7, which necessitates a change of residence will be paid relocation assistance in accordance with the employer's *Relocation Assistance Procedure*.

13.2 Employees Requesting a Transfer

13.2.1 Employees may request in writing a transfer from one location to another. The employer will consider the employee's request for transfer in conjunction with the operational needs of the business and the employee's current qualifications and route competencies.

13.2.2 The employer reserves the right to approve or deny all or any requests by employees for transfer to another location.

13.2.3 Employees who request and are granted a transfer to another location will not be entitled to relocation assistance in accordance with the *Relocation Assistance Procedure*.

13.3 Temporary Transfers

Notwithstanding the provisions of clause 13.1, an employee may be required to transfer temporarily to another location.

The principles to apply when arranging temporary transfers will be:

13.3.1 Calling for suitably qualified volunteers in the first instance, and

13.3.2 If there are no volunteers, or insufficient volunteers, then the application of a process determined at each location, where all employees are required to equitably share in the requirement to work away from home and the time spent away, and

13.3.3 Recognition that on occasions, due to either the employer's specific requirements or an employee's specific needs, a particular employee may or may not be required or able to temporarily transfer.

13.3.4 Unless a shorter period of notice is agreed to by the employee, a minimum of seven (7) days' notice shall be provided where an employee is required to go on temporary transfer for a period of seven (7) days or more.

13.3.5 The employer shall provide the employee with appropriate accommodation / expenses in accordance with clause 24.

13.4 Temporary Transfer – Interstate Locations

13.4.1 The employer may call for suitably qualified volunteers to transfer temporarily to a location within the operations of another company in the Genesee & Wyoming group of companies outside of SA or NT (the "interstate location").

13.4.2 No employee may be required to transfer temporarily to an interstate location without their consent.

13.4.3 When offering such a temporary transfer, a flexible working arrangement, in specific terms, to provide for consistency with the enterprise agreement or rostering practice that applies at the interstate location may be utilised.

13.4.4 The employer is under no obligation to accept the volunteering employee as a candidate for such a transfer.

13.5 Rostered Sub Depot Working

It is an option under this agreement for a sub depot or depots to be allocated to another depot ('primary depot') where the employees of the primary depot are rostered to work at the sub depot as part of the rostered work of the primary depot.

13.5.1 Rostered sub depot working will be considered as an alternative to establishing a depot and employing / permanently transferring employees to that depot or as an alternative to other forms of working.

13.5.2 This option may be considered for reasons including, but not limited to, seasonal requirements, difficult to resource locations, the cost of establishing a permanent depot is not justified or as an effective / preferred alternative to other operational options.

13.5.3 The introduction of new or revised sub depot working will be implemented in a consultative manner with matters such as frequency, length of rotation, accommodation and amenities being discussed, as part of the consultative process, with the employees who may be required to undertake this work.

13.5.4 The development of, or changes to, rosters to accommodate sub depot working shall be done under the consultative framework provided for in *APPENDIX C – Train Crew Rostering Principles* and may include depot guidelines to address this form of working.

13.5.5 The principles to apply when arranging rostered sub depot working will be:

- Calling for suitably qualified volunteers in the first instance, and
- If there are no volunteers, or insufficient volunteers, then the application of a process determined at each location, where all employees are required to equitably share in the requirement to work away from home and the time spent away, and
- Recognition that on occasions, due to either the employer's specific requirements or an employee's specific needs, a particular employee may or may not be required or able to undertake sub depot working.

13.5.6 The employer shall provide the employee with appropriate accommodation / expenses, as applicable, in accordance with clause 24.3.3.

13.5.7 Any dispute regarding the implementation or application of Sub Depot Working shall be dealt with through the *Dispute Resolution Procedure* provided for at clause 38.

13.6 Duration Away From Home

For the purposes of clauses 13.3 and 13.5 the maximum duration away from home:

13.6.1 for **temporary transfers**, is a maximum of four (4) weeks in any one (1) period unless otherwise agreed to by the employee, and

13.6.2 for **rostered sub depot working**, is a maximum of two (2) weeks in any one (1) period unless otherwise agreed to by the employee, and

the combined maximum for both forms shall be twelve (12) weeks in any twelve (12) month period unless otherwise agreed to by the employee.

13.7 Term Transfers

Employees may be transferred under a Term Transfer arrangement where an employee agrees to transfer to another location to meet the employer's requirements for a fixed term up to two (2) years. An employee agreeing to transfer under these terms shall:

13.7.1 be guaranteed a return to their original home location (or other agreed location), within their classification, at the end of the agreed term;

13.7.2 be provided with any such assistance, in addition to that provided for under the employer's *Relocation Assistance Procedure*, as agreed to facilitate the term transfer and subsequent return at the end of the term transfer. Such assistance may include, but not be limited to, rental assistance, bond payments and provision of accommodation.

13.8 Cross Transfers

Employees may, subject to observing the *APPENDIX B – GWA Cross Transfer Protocol*, apply for and be granted cross transfers between GWA locations.

13.8.1 Transfers under this arrangement will be at both employees' own cost, and

13.8.2 any working time lost to transfer shall be either debited against accrued leave or be treated as leave without pay.

13.9 Promotion and Progression

13.9.1 For positions covered by this agreement the employer will give existing employees the first opportunity for promotion or progression to vacant positions. However, the employer may determine that, based on the specific circumstances at the location where the vacancy exists, it may be more appropriate to fill the vacancy by external recruitment.

13.9.2 Internal promotions or access to training programs to facilitate promotion / progression will be filled by calling for expressions of interest and considering those expressions through a merit based selection process.

14 DISCIPLINARY PROCEDURE

14.1 Subject to the following provisions of this clause, the disciplinary measures that the employer may take against an employee include:

14.1.1 A caution or reprimand;

14.1.2 Subject to availability of suitable positions, a temporary reduction in position, classification and pay for a period of up to six (6) months;

14.1.3 Suspension from duty without pay (subsequent to the results of an appropriate investigation) for a period of up to two (2) weeks; and

14.1.4 Dismissal, with or without notice as applicable.

14.2 Pending the outcome of the disciplinary process employees may be:

14.2.1 Suspended on ordinary rate of pay; or

14.2.2 Placed on alternative duties; or

14.2.3 Re-assessed and returned to normal duties as suitable.

14.3 Any internal investigation of a matter or incident by the employer that may lead to disciplinary action being taken by the employer must apply the principles of natural justice. These principles include:

14.3.1 The employee being made fully aware of the reasons and the matters that are the subject of an investigation;

14.3.2 The employee being provided with relevant information to enable the provision of an informed response;

14.3.3 The employee being entitled to have a representative present as a witness at any meetings / interviews, if so requested;

14.3.4 The employee being given adequate time to prepare a response to any allegations or matters which are the subject of the investigation;

14.3.5 The employee being given a reasonable opportunity to put their case to those in charge of the investigation and those who will make any findings and / or determine the disciplinary measures (if any) to be taken;

14.3.6 Disciplinary inquiries and investigations shall be conducted in a discreet manner and, to the extent possible, shall be confidential.

14.4 All disciplinary matters, where possible, should be carried out within the following timeframes;

14.4.1 Advice is to be given to the employee within forty-eight (48) hours of the report of the alleged incident that an investigation is to be conducted into their possible involvement and that during this process GWA may review the employee's duties in accordance with clause 14.2.

14.4.2 Letter of allegation is to be given to the employee within forty-eight (48) hours of the employee receiving advice of the investigation into the alleged incident.

14.4.3 Letter of Response is provided by employee to the employer within forty-eight (48) hours of employee receiving letter of allegation.

14.4.4 Letter of Disciplinary Action or Letter of Closure to be issued within forty-eight (48) hours of the employer receiving letter of response from the employee.

14.5 In extenuating circumstances GWA will compensate an employee for rostered shifts lost, if found not at fault and disadvantaged as a result of the disciplinary process. To avoid doubt this payment will be restricted to the period of the stand down, and expenses will not be included.

15 RAIL SAFETY WORK REQUIREMENTS

15.1 Employees engaged in rail safety work are required to satisfy accreditation, competency, qualification, medical or similar requirements (rail safety requirements) as determined by the employer and/or applicable rail network / regulatory authorities from time to time.

15.2 Employees who, for any reason, are unable to satisfy the rail safety requirements for their position and, therefore, cannot perform the work for which they are employed may be required to:

15.2.1 take leave (accrued or without pay); and/or

15.2.2 accept suitable alternative employment, if available, which may result in a reduction in position, classification and pay,

until the employee can successfully satisfy the rail safety requirements for their position.

15.3 In 'health failure' circumstances where the employee accepts alternative employment that results in a reduction in the employee's ordinary rate of pay, the employee shall have their substantive ordinary rate of pay maintained for a period of six (6) months.

15.4 Where the circumstances of an employee being unable to satisfy their rail safety requirements is:

15.4.1 permanent; or

15.4.2 likely to extend beyond six (6) months; or,

where there are no suitable positions to which the employee can be temporarily placed, the employer and the employee shall discuss alternative arrangements but this will not limit the employer's right to terminate the employee's services in accordance with the provisions of this agreement, subject to the determination of any review processes.

16 STAND DOWN

16.1 The employer may stand down an employee without pay for any period during which the employee cannot be usefully employed due to any cause outside of the employer's control including industrial action.

16.2 As soon as practicable and prior to any definite decision to stand down employees employed under this agreement the employer shall consult with employees likely to be affected about the reasons for the stand downs and the expected duration. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact of the stand down on employees. Employees may choose to be represented by a third party in such consultations.

16.3 Each employee to be stood down shall be provided with written notice at least one (1) day in advance of the stand down commencing for that employee and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The notice shall also include advice of that employee's right to seek alternative employment during the stand down period or to terminate their employment without the provision of notice as usually required under the terms of clause 11.2.

16.4 Employees stood down may elect to have a stand down period paid as leave owed where there is an adequate accrued entitlement to such leave.

16.5 Any period for which an employee is not paid under the provisions of this clause will count as service for the accrual of leave to which the employee would otherwise be entitled under this agreement, provided that:

16.5.1 the employee resumes work as required at the end of the stand down period; or

16.5.2 if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer then at the end of that notice period.

16.6 An employee stood down is entitled to payment for any public holiday occurring during the period of stand down.

17 CONTINUITY OF SUPPLY OF SERVICES

The parties to this agreement recognise the vital importance of on-time and reliable provision of services to GWA's customers. To ensure that this service is provided, the parties and employees give a commitment to make every possible effort to avoid disruption to services. A key part of this commitment is the commitment of the parties to utilise and adhere to the *Dispute Resolution Procedure* outlined in clause 38 should a dispute arise between the parties.

18 INFORMATION ACQUIRED AND INTELLECTUAL PROPERTY

18.1 Except where expressly authorised by the employer, employees shall not directly or indirectly reveal to any third party any confidential dealings, finances, transactions or affairs of GWA, or any of its clients, which may come to the knowledge of the employees during their employment.

18.2 All documents or information in permanent (including electronic) form, made or acquired by the employees in the course of their employment, shall remain the property of GWA and must be returned to GWA on demand or otherwise no later than upon termination of their employment.

19 RATES OF PAY

19.1 Wage levels and agreed increases over the life of this agreement are as follows:

Classification	Wage Increases (hourly rate) 1/01/2020	1/01/2021	1/01/2022	1/01/2023
	3%	3%	3%	2%
Terminal / Yard Stream				
Trainee Rail Operator	$27.94	$28.78	$29.65	$30.24
Rail Operator	$34.92	$35.96	$37.04	$37.78
Advanced Rail Operator	$37.27	$38.38	$39.53	$40.33
Locomotive Stream				
Trainee Locomotive Driver	$31.03	$31.96	$32.92	$33.58
Advanced Trainee Locomotive Driver	$36.79	$37.90	$39.03	$39.81
Assistant Locomotive Driver	$41.91	$43.17	$44.46	$45.35
Terminal Locomotive Driver	$41.91	$43.17	$44.46	$45.35
DOO Locomotive Driver	$46.58	$47.97	$49.41	$50.40
Locomotive Driver	$46.58	$47.97	$49.41	$50.40

19.2 The rates in the above table will increase in the first full pay period after the nominated date.

19.3 Appointments to or progression to subsequent levels of the above classifications shall be in accordance with *APPENDIX A – GWA Training Classification Requirements*.

19.4 Inclusive Rates

Unless specifically provided for elsewhere in this agreement, the above rates of pay are inclusive rates for the employee's ordinary hours and the requirements associated with the respective classifications.

19.5 For reference purposes only, the following components have been factored into the development of the rates of pay:

- Leave Loading – 1.9%,
- Thirty-eight (38) hour week conversion – forty (40) hours converted into thirty-eight (38) ordinary hours per week with no reduction in wages,
- Shift Work – calculated at $5.03 per hour for the hours between 1800 to 0600 hours Sunday to Saturday inclusive and based on an annualised average of twenty (20) hours per week per employee.
- For locomotive crew, components in lieu of tonnage and distance allowances.

19.6 DOO / Remote Control Achievement Payments

19.6.1 The commencing rates of pay for Locomotive Drivers and Terminal Drivers at clause 19.1 include a general DOO productivity payment of 5%.

19.6.2 In addition to the DOO, Remote Control and Whyalla Hot Metal Allowances, Locomotive Drivers and Terminal Drivers will be paid the following DOO / Remote Control Achievement Payments, on a depot by depot basis, where that depot's combined DOO and Remote Control hours as percentage of the total depot work reaches the percentages in the table below:

Percentage of total depot work	Achievement Payments
25% of total work	2%
45% of total work	3%
65% of total work	4%

19.6.3 The DOO / Remote Control Achievement Payments apply to the Locomotive Driver's or Terminal Driver's rate of pay and shall be paid all purpose and remain in place while the DOO / Remote Control percentage of work remains above the respective percentages of total work.

19.6.4 The percentage of total work shall be calculated by dividing the total of actual Locomotive Driver and Terminal Driver DOO / Remote Control hours by the total of actual Locomotive Driver and Terminal Driver working hours for each depot.

For the purpose of clarity, working hours shall include all working time hours and shall not include hours for leave or other absences from work, whether paid or unpaid and in the case of Whyalla the hours attributable to Remote Control on the Hot Metal operation will count for the purposes of this calculation.

19.6.5 The percentage of total depot work shall be monitored and reported to depots on a roster cycle by roster cycle basis and the Achievement Payment shall be introduced, increased, reduced or ceased, as applicable, at the commencement of the following roster cycle.

19.6.6 Once an Achievement Payment has been achieved it may be reduced or ceased, as applicable, where the depot percentage of total work reduces below the relevant percentage provided for in the table at clause 19.6.2 by a factor of 5% or more.

20 SATURDAY AND SUNDAY (WEEKEND) PAYMENT

20.1 Employees who work on Saturday or Sunday as part of their ordinary hours shall be paid the applicable weekend payment in addition to the employee's ordinary rate of pay for all ordinary time worked on those days.

20.2 The applicable weekend payment is **70%** of the ordinary rate.

20.3 Employees who work on Saturday or Sunday which is not part of their ordinary hours shall be paid overtime in accordance with clause 21.

21 ADDITIONAL HOURS (OVERTIME) PAYMENTS

21.1 Employees shall be paid for additional hours at the applicable overtime rate of **170%** of the ordinary rate.

21.2 All time worked in excess of the ordinary hours for the roster cycle will be paid at the applicable overtime rate.

21.3 All time worked in excess of the rostered hours for the shift will be paid on a 'stand alone' basis at the applicable overtime rate.

21.4 All time worked by Train Crew on designated Rostered Time Off will be paid on a 'stand alone' basis at the applicable overtime rate.

21.5 Additional hours payments made under this agreement shall be paid only once for any of those additional hours worked.

22 ADDITIONAL RESPONSIBILITIES

Where an employee undertakes, on a temporary basis, the substantial responsibilities of another position covered by this agreement which has a rate of pay higher than the employee's rate of pay, the employee will be paid for the time the additional responsibilities are assumed at the rate of pay for the higher position.

23 WORK BASED ALLOWANCES AND PAYMENTS

23.1 Driver Only Operations Allowance

23.1.1 Where an employee undertakes mainline and / or shunt driver only operations (DOO) the employee shall be paid the DOO Allowance. The allowance shall be calculated as a percentage of the Locomotive Driver's hourly rate as provided for at clause 19 and that fixed amount shall be paid to all employees undertaking DOO.

23.1.2 The applicable percentage is **13%**.

23.1.3 An employee, who is rostered 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 locomotive(s) or is provided assistance from another qualified person as part of the requirements for that shift.

23.1.4 An employee not rostered for a DOO shift but is then required to undertake DOO activities during that shift will be paid the DOO allowance for each hour or part thereof actually engaged on DOO activities.

23.1.5 The DOO Allowance will only be paid where the nature of the work satisfies the definition of DOO at clause 6 and will not be paid for any crew combination, which at the commencement of this agreement, was already in operation and not paid as DOO.

23.2 Remote Control Allowance

23.2.1 Where an employee undertakes remote control operations the employee shall be paid the Remote Control Allowance. The allowance shall be calculated as a percentage of the Locomotive Driver's hourly rate as provided for at clause 19 and that fixed amount shall be paid to all employees undertaking remote control.

23.2.2 The applicable percentage is **17%**.

23.2.3 An employee undertaking remote control operations shall be paid the allowance for the time so engaged. However, for operations such as the Whyalla Ore Shunter, where the employee is required by the employer to intermittently work from outside and from within the locomotive cab the allowance shall not be ceased for the times spent inside the locomotive cab.

23.2.4 Where an employee undertakes a mix of remote control and mainline DOO in a shift, the employee shall be paid the relevant allowance for the time so engaged in each capacity.

23.3 Whyalla Hot Metal Allowance

23.3.1 Where an employee undertakes remote control on the Whyalla Hot Metal operation, the employee shall be paid the Whyalla Hot Metal Allowance in lieu of the Remote Control Allowance provided for at clause 23.2.

23.3.2 The allowance is an additional 3% above the Remote Control Allowance in recognition of both the environmental conditions under which the work is performed and the requirement to undertake Treadwell coordination responsibilities in a single person operation.

23.3.3 The allowance shall be calculated as a percentage of the Locomotive Driver's hourly rate as provided for at clause 19 and that fixed amount shall be paid to all employees undertaking remote control on the Hot Metal operation.

23.3.4 The applicable percentage is **20%**.

23.3.5 An employee undertaking Hot Metal remote control operations shall be paid the allowance for the time so engaged. However, where the employee is required by the employer to intermittently work from outside and from within the locomotive cab the allowance shall not be ceased for the time spent inside the locomotive cab.

23.3.6 Where an employee works on the Hot Metal operation in other than a remote control capacity the Whyalla Hot Metal Allowance shall not be paid. However, the employee may be entitled to payment of the DOO Allowance if the nature of the work satisfies the requirements for the payment of that allowance.

23.3.7 The purpose of the additional 3% payment, as applicable at the time of making this agreement and as described at clause 23.3.2, may change during the operation of this agreement. Should this occur a review of the payment may occur.

This review shall be undertaken in consultation with the employees required to undertake this work and where there is any dispute over a proposed change the matter will be dealt with through the *Dispute Resolution Procedure* provided for at clause 38.

23.4 Held Away From Home Payment

23.4.1 An employee, involved in the running of trains, who books off away from the employee's home location, for other than a temporary transfer, for more than twelve (12) hours will be paid a held away from home payment. The payment, per hour, for any time that exceeds the twelve (12) hours shall be paid at the applicable Held Away From Home rate.

23.4.2 The applicable Held Away From Home rate is **100%** of the ordinary rate.

23.4.3 In circumstances where an employee undertakes multiple books off, ie, books off more than once away from home before returning to the employee's home location, the aggregate booked off time in excess of twelve (12) hours shall be paid rather than each discrete book off being treated separately.

23.4.4 Time paid in accordance with the provisions of this subclause will not count towards working time and will not be used toward payment of the ordinary hours.

23.5 Limited Train Movement

23.5.1 A Rail Operator / Advanced Rail Operator, who is qualified and undertakes Limited Train Movement (LTM) operations shall be paid an allowance, by the hour or part thereof, of 9% of the Locomotive Driver's rate of pay as provided for at clause 19 in addition to the employee's applicable rate for the day.

23.5.2 The LTM allowance will not be paid for restricted movements of a locomotive within maintenance facilities or for any other operation, which at the commencement of this agreement, was already in operation and not paid as a LTM operation.

23.5.3 Where the nature of the LTM operation is consistent with DOO Shunt the employee shall also be paid the DOO allowance provided for at clause 23.1.

23.6 Driver Tutor Allowance

23.6.1 Driver Tutors must be qualified locomotive drivers and will be appointed. Those appointed must hold and maintain a recognised qualification relevant to the role of Tutoring.

23.6.2 The structured tutoring programs will be designed by the training department and will comprise training activities relevant to the acquisition and maintenance of student's formal qualification. Driver Tutors will need to document and provide evidence of such tutoring to the training department.

23.6.3 The Driver Tutor will be used at GWA's discretion when required for delivery of a structured training program for trainees.

23.6.4 Driver Tutors may also be appointed to provide specific structured tutoring to qualified drivers where the need for such tutoring has been identified.

23.6.5 Drivers who accompany a trainee but do not provide structured training as required by GWA will not qualify for the Driver Tutor Allowance. Assisting and guiding trainees in driver duties and route knowledge does not qualify for a Driver Tutor payment.

23.6.6 Employees will not be given a permanent classification for Driver Tutor. Where an employee undertakes specific structured tutoring the employee shall be paid the Driver Tutor Allowance. The allowance shall be calculated as a percentage of the Locomotive Driver's hourly rate as provided for at clause 19 and that amount shall be paid to the employee for the time engaged in performing structured tutoring. When not required for tutoring the employee will return to their normal role and pay.

23.6.7 The applicable percentage is **5%** when performing structured tutoring.

23.7 Distributed Power Allowance

23.7.1 A Locomotive Driver, who operates a train using distributed power (DP) technology, shall be paid a 'stand alone' DP Allowance, notwithstanding that the employee may be required to undertake tasks other than operating locomotive/s using DP technology.

23.7.2 The DP Allowance will be paid per hour to the employee for the time so engaged utilising DP technology. The applicable rate over the life of this agreement are as follows:

1/01/2020 3%	1/01/2021 3%	1/01/2022 3%	1/01/2023 2%
$5.25	$5.41	$5.57	$5.68

23.7.3 The rates in the above table will increase in the first full pay period after the nominated date, in accordance with the agreement increases as stipulated in clause 19.1.

23.7.4 The DP Allowance will only be paid to the route/DP qualified driver. In the case of two route/DP qualified drivers working a train using DP technology, both will receive the DP Allowance. A qualified driver supervising an Advanced Trainee Locomotive Driver using DP technology, but not at the throttle, will also be entitled to receive the DP Allowance. The Advanced Trainee Locomotive Driver is not entitled to receive the DP Allowance.

23.7.5 The intent of the DP Allowance is for payment to be made on trains utilising DP technology and not on trains fitted with the technology but not in use. In the event of an incident/failure where DP technology has to be active, payment of the DP Allowance will be made for the portion of the journey that DP technology is utilised.

24 EXPENSES

Expenses incurred by an employee while on the employer's business will be paid in accordance with the following provisions and the employer's policy concerning expenses. Employees shall only be paid expenses when a cost is actually incurred and employees may be required to provide evidence to employer's satisfaction of those costs incurred.

24.1 Away from home and meal expenses

An employee required to temporarily reside away from home shall be paid by either the reimbursement of reasonable costs incurred or the payment of an away from home allowance in accordance with the methods provided in clause 24.3.

An employee required to work away from home will be informed of the method to apply as part of finalising the arrangements prior to the employee going away.

24.2 Reimbursement Method

24.2.1 Where reimbursement is to apply the employer will reimburse the employee for all reasonable accommodation, meals and incidental costs incurred on the provision of valid tax invoices for the expenses incurred.

24.2.2 Where an employee is unable to meet the costs of accommodation and / or meals the employee may be paid an advance equivalent to the estimated cost of accommodation and or meals and subsequently adjusted on the provision of valid tax invoices for the expenses incurred.

24.3 Allowance Methods

24.3.1 Australian Taxation Office (ATO) Daily Expenses Method

24.3.1.1 An employee (other than a shift worker on temporary transfer) who utilises hotel/motel type accommodation shall be paid an away from home allowance in accordance with the "Reasonable Daily Travel Allowance amounts" as declared by the ATO. These amounts, including any changes to the specified high cost country centres and Tier 2 country centres, shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

24.3.1.2 The away from home allowance, or the relevant component(s), shall not be paid where accommodation and/or meals are paid for by the employer or included as part of the cost of travel (e.g. plane travel), training course or conference.

24.3.1.3 Payment of an allowance for incidental expenses will only be made to an employee in conjunction with an overnight stay. Incidental expenses are extra costs incurred because the employee is away from home for work purposes and do not include personal expenses which would normally be incurred by the employee in the course of the employee's working day.

24.3.2 Book Offs Away From Home by Train Crew

24.3.2.1 Where an employee is required to book off at a location other than the employee's home (or temporary home) location in employer provided accommodation as part of the rostered work of the employee's home (or temporary home) location, the employee will be paid an allowance of **$32.50** for each eight (8) hours or part of eight (8) hours.

24.3.2.2 The allowance is calculated from the time of signing on at the home location to the time of signing off at the home (or temporary home) location.

24.3.2.3 This rate is one third of the Shift Workers on Temporary Transfer rate prescribed at clause 24.3.3 and shall be adjusted to the nearest 5 cents at the same time as the Shift Workers on Temporary Transfer rate is adjusted.

24.3.3 Shift Workers on Temporary Transfer or Rostered Sub Depot Work

24.3.3.1 In circumstances where the employer provides an employee, because of the irregular timing of the employee's shift, with self-contained accommodation that has cooking facilities (which may include barracks accommodation) an allowance of **$97.50** per day (0001 to 2400 hours) will be paid to cover expenses incurred for food and provisions.

24.3.3.2 Where an employee is away for part of a day at the start or end of the temporary transfer, the allowance will be calculated in accordance with the following times:

When going to the away location and signing off at the away location between:		When returning to the home location and signing off at the home location between:	
0001 hours and 0800 hours	**$97.50**	0001 hours and 0800 hours	**$32.50**
0801 hours and 1600 hours	**$65.00**	0801 hours and 1600 hours	**$65.00**
1601 hours and 2400 hours	**$32.50**	1601 hours and 2400 hours	**$97.50**

24.3.3.3 The Shift Workers on Temporary Transfer rate shall be adjusted by the annual change in the National Meals and Take Away Food component of the Consumer Price Index (CPI) as published for the March quarter and be effective from the commencement of the first pay period on or after July 1 each year.

24.3.4 Incidentals

In recognition of irregular temporary transfer requirements, sub depot working and remoteness of accommodation in some SA locations, an employee required to go on temporary transfer or rostered sub depot working for more than one (1) day shall be paid the Incidentals component in accordance with the "Reasonable Daily Travel Allowance amounts" as declared by the ATO, in addition to the allowance provided for at clause 24.3.3.

24.4 Meal Expenses not involving an overnight stay

Subject to approval by the employer, reasonable costs incurred by an employee for meals while on the employer's business that does not involve an overnight stay will be reimbursed (up to the maximum value for the relevant meal in accordance with the "Reasonable Daily Travel Allowance amounts" as declared by the ATO, on the provision of valid tax invoices for the expenses incurred.

24.5 Private Motor Vehicle Reimbursement

24.5.1 Where an employee is requested by the employer, and agrees, to use his/her motor vehicle on work related duties shall be reimbursed the applicable "cents per kilometre" rate, as stipulated by the ATO, for the work related distance travelled.

24.5.2 The rate shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

24.6 Other Expenses

Other expenses reasonably incurred, including costs incurred in excess of an allowance paid, may be reimbursed in accordance with the employer's policy subject to the employee providing valid tax invoices for those costs incurred.

25 DISTRICT ALLOWANCE

25.1 An employee who lives and works at Thevenard (Ceduna) will be paid a district allowance per fortnight. The applicable rate over the life of the agreement are as follows:

1/01/2020 3%	1/01/2021 3%	1/01/2022 3%	1/01/2023 2%
$105.82	$108.99	$112.26	$114.51

25.2 The rates in the above table will increase in the first full pay period after the nominated date, in accordance with the agreement increases as stipulated in clause 19.1.

25.3 District allowances will not be paid when an employee is absent without pay.

25.4 An employee who temporarily resides away from home in accordance with the provisions of clause 24 will not be paid a district allowance.

25.5 If, through policy, the employer makes available a location payment for employees at the location stated in clause 25.1 and that location payment is of greater value to the employee than the allowance provided for in this clause then the location payment may be paid in lieu of the allowance provided for under this clause.

26 PAYMENT OF REMUNERATION

26.1 Employees shall be paid in fortnightly instalments on a day determined by the employer and advised to the employees.

26.2 All remuneration shall be paid into accounts, with a bank, building society or credit union, as nominated by the employee.

26.3 Any payments due shall be up to 2400 hours on the last day of the relevant pay period. That is, any payments for time which goes beyond the end of one pay period shall be attributed to and paid in the following pay period.

26.4 Unless specifically provided for elsewhere in this agreement, hourly based payments shall be calculated to the nearest fifteen (15) minutes as follows:

Under 8 minutes -	Nil
8 minutes to 22 minutes -	15 minutes
23 minutes to 37 minutes -	30 minutes
38 minutes to 52 minutes -	45 minutes
53 minutes to 60 minutes -	1 hour

26.5 The calculation of a full time employee's fortnightly rate is the hourly rate (at clause 19.1) multiplied by seventy-six (76). The per annum rate is the fortnightly rate divided by twelve (12) and multiplied by three-hundred and thirteen (313).

27 SALARY PACKAGING

27.1 An employee may, by separate agreement with the employer, enter into a salary packaging arrangement in accordance with the employer's policy, Australian Taxation Office requirements and other relevant legislation.

27.2 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.

27.3 The employer will not be liable for any costs should the law or the views on salary packaging change in the future.

27.4 The salary packaging arrangement will be on a genuine salary sacrifice basis where the ordinary rate of pay provided for under this agreement will be reduced by the value of the non-cash components of the package. However, payment of hourly rate based payments, such as overtime and weekend payments, shall be calculated on the full hourly rate for the work performed.

27.5 Salary package arrangements shall be on a fixed non-cash amount per pay period basis only. That is, employees will not be able to nominate a residual cash component with the balance being the non-cash component.

27.6 Employees shall be able to vary the value of their fixed non-cash amount on up to four occasions per calendar year.

28 SUPERANNUATION

28.1 The employer will make superannuation contributions on the employee's behalf, as provided by the *Superannuation Guarantee (Administration) Act 1992*, into a complying superannuation fund of the employee's choice.

28.2 Where an employee does not select a fund the contributions shall be made to Australian Super.

PART 4 – WORKING ARRANGEMENTS

29 WORKING HOURS

29.1 The ordinary hours of work shall be an average of thirty-eight (38) hours per week averaged over the roster cycle. Shifts will be arranged, at the employer's discretion, over the roster cycle where ordinary shifts and additional shifts may be worked over any of the twenty-four (24) hours of the day and any day of the week, Sunday to Saturday inclusive.

29.2 The length of the roster cycle shall usually be two (2) weeks in duration but may be increased in two (2) week increments in accordance with the following:

29.2.1 Changes in the roster cycle length shall be subject to the employer's approval based on the suitability of the proposed cycle length to the operations of the depot; and

29.2.2 The implementation of a change to the roster cycle length, following the employer's approval in principle, shall then be subject to majority support by the employees working on that roster.

29.3 Shift Lengths

Subject to the following provisions, employees may be rostered in shifts of any length between four (4) and twelve (12) hours.

29.3.1 Rostered Train Working Shifts

Maximum rostered shift lengths for train working are dependent on the train crew configuration as follows:

Train Crew Configuration	Shift Length	
Two Person Operations:		
Two (2) qualified Drivers (including Assistant Drivers) with the crew knowing at least half the route each -	12 hours	
Two (2) qualified Drivers (including Assistant Drivers) where the crew does not know at least half the route each but know the whole route between them -	11 hours	
Locomotive driver working with an Advanced Trainee -	10 hours	
Locomotive Driver working with a Trainee -	9 hours with capacity to extend to 10 hours in accordance with clause 29.3.2	
Driver Only and Remote Control Operations:		
Mainline DOO	9 hours	Or as otherwise provided for in clause 29.3.3
DOO Shunt and Remote Control -	10 hours	
Mixed DOO (mainline & shunt with or without Remote Control) on a case by case basis -	up to 10 hours	

29.3.2 In accordance with clause 29.3.1, the default maximum rostered shift length for a Driver working with a Trainee is nine (9) hours. This limitation arises due to the potential for the driver to have responsibility for the operation of a train for the whole shift.

Based on the nature of the work to be performed, rostered shifts for a Driver working with a Trainee may be extended to ten (10) hours. The extension to ten (10) hours may apply to shifts with less than five (5) hours mainline driving and there are other tasks, such as car driving, which can be undertaken by the Trainee.

It is acknowledged that some Driver / Trainee shifts extended to ten (10) hours under this provision may experience circumstances during the course of the shift which result in the potential for more than five (5) hours mainline driving. In such circumstances the shift can remain a ten (10) hour shift where the Driver indicates his/her fitness to continue otherwise the shift shall revert to a nine (9) hour shift.

29.3.3 DOO and Remote Control maximum rostered shift lengths provided for in clause 29.3.1 are further qualified in *APPENDIX D – DOO and Remote Control Shift Lengths*. This appendix deals with operations already in place at the time of making this agreement and a process for any future proposal for DOO / Remote Control operations on a case by case basis in accordance with the appendix.

29.3.4 Learning Roads

Maximum rostered shift length for train crew learning roads as a third person on a driver / driver train or under a shared system where both drivers know at least half the route to be worked and learnt will be twelve (12) hours.

29.3.5 Short Shifts

Rostered shift lengths between four (4) hours and seven (7) hours shall not be used for rostered operational work, unless otherwise provided for under relay work at clause 30.3, but may be used for circumstances including; travel, meetings, training, medical or other similar appointments.

29.3.6 Minimum Shifts

Additional or call out shifts may be less than four (4) hours, however, a minimum payment of three (3) hours, at the additional hours rate, shall apply for any unrostered additional hours that are not continuous with an employee's ordinary shift.

29.4 Extension of Rostered Hours

Subject to the following provisions, employees may be required to work reasonable hours beyond the rostered hours due to operational requirements.

29.4.1 For reasons other than an emergency or unavoidable necessity (as defined at clause 6) employees may decline to work beyond twelve (12) hours.

29.4.2 In the case of an emergency or unavoidable necessity employees may be required to work shifts up to a maximum of sixteen (16) hours. The working of shifts up to the maximum sixteen (16) hours shall be subject to the employees' indication of their fitness to continue and employees may decline to undertake safeworking or car driving duties after having been on duty for twelve (12) hours.

29.4.3 In the case of an emergency or unavoidable necessity on DOO or Remote Control shifts, the maximum rostered shift length as provided at clause 29.3.1, or as specifically provided for in *APPENDIX D – DOO and Remote Control Shift Lengths*, may be extended by a maximum of fifty (50) minutes and the working of this extension shall be subject to the employees' indication of their fitness to continue.

29.5 Maximum Hours and Shifts

29.5.1 Employees may be rostered up to a maximum of eighty-four (84) hours per fortnight averaged over the roster cycle, however, employees may work more than the maximum rostered hours if requested and the employee is prepared to do so.

29.5.2 The maximum number of ordinary shifts shall be an average of five (5) shifts per week averaged over the roster cycle, and

29.5.3 The maximum number of additional shifts (rostered or unrostered) shall be an average of one (1) shift per fortnight averaged over the roster cycle.

29.6 Breaks between Shifts

29.6.1 Employees are entitled to minimum rostered breaks between shifts, unless otherwise provided for under relay work at clause 30.4, as follows:

At the employee's home location -		12 hours
At a book off location, following a shift length:	Of up to 10 hours -	8 hours
	Between 10 and 12 hours -	10 hours

29.6.2 A rest period of at least twelve (12) hours shall be provided following any shift exceeding twelve (12) hours.

29.6.3 If an employee is called out to attend to an emergency or unavoidable necessity without having had the minimum rostered break between shifts the following shall apply:

- If an employee has attended a callout, without having the minimum rostered break, the employee shall be entitled to a minimum break of eight (8) hours following the call out before being required to commence their next period of work, and
- the employee will not lose ordinary pay and will not be required to work additional time as a result of being provided the above rest period, resulting from a call out.

29.6.4 An employee is entitled to a minimum break of thirty-six (36) hours after the employee has worked ten (10) consecutive shifts of any duration or four (4) consecutive shifts of ten (10) hours or more. If the majority of the depot is in agreement a maximum of six (6) consecutive ten (10) hour shifts may be rostered provided fatigue management guidelines are adhered to and a minimum of two (2) RTO's as per *APPENDIX C – Train Crew Rostering Principles* clauses C-4.11 and C-4.13.

For the purpose of this provision, **"consecutive shifts"** are shifts where the break between shifts is less than twenty-four (24) hours.

29.6.5 For the purpose of determining the minimum breaks between shifts provided for in this clause the period off duty shall be calculated from the time the employee is released from duty, and

- the released from duty time shall recognise any time the employee is driving or travelling on duty (not personal travel) at the end of a period of work; and
- in the case of rostered rest away from home at book off locations the rest period will commence and finish at the resting point.

29.6.6 The minimum rostered breaks between shifts provided for in this clause (and clause 30.4) may, subject to satisfying fatigue management principles, be reduced as follows:

- On an individual basis, an employee may be requested to resume work for the next shift up to one (1) hour earlier than the minimum rostered break where circumstances require and the employee is prepared to do so.
- On a collective basis, the minimum rostered breaks for a particular operation may be reduced by up to one (1) hour, on a case by case basis, through the roster consultative process and majority support by the employees required to work that roster.

29.7 Book off working

Rosters incorporating "book off" working shall incorporate a return to the employee's home location that optimises crew utilisation and reduces crew dwell time away from their home. Alternatives may include:

29.7.1 Observing a first in first out rostered train working return;

29.7.2 Facilitating crews returning to their home location by driving a car, either at the end of the train working or after the required rest period, subject to shift length limits; or

29.7.3 In lieu of being booked off, being transported as a passenger back to the employee's home location in accordance with the following:

- the employee may remain on duty for up to sixteen (16) hours from sign on;
- the employee is not permitted to undertake work, including car driving, after the applicable maximum rostered shift length;
- the applicable rest period shall commence from sign off at the home location and

- where the combined duration of the work and travel was rostered then all time shall count towards the roster cycle hours or if it occurs due to out of course working any time over the rostered shift shall be paid as overtime in accordance with clause 21.

29.8 Work Commencement

29.8.1 Subject to consultation with the affected employees, employees may be rostered to commence work at a location other than their usual sign on / sign off location.

29.8.2 If an employee is required to commence at a location which is further in time or distance, by the quickest or shortest route (having regard for prevailing conditions), the employee shall be compensated by one or both of the following, as applicable:

- paid the employee's ordinary rate of pay, on a 'stand alone' basis, for any additional commuting time in excess of fifteen (15) minutes with such time not counting as part of the shift; and
- if the employee utilises their private motor vehicle, the employee shall also be paid for any additional distance travelled in accordance with the rates provided for at clause 24.5.

29.8.3 The additional travel shall not be more than thirty (30) minutes in each direction and, if applicable, the minimum rostered break between shifts shall be extended by the additional travel time.

29.8.4 It is the employee's responsibility to convey themselves to their place of work, however, where the application of this clause provides genuine hardship to the employee then alternatives, including but not limited to providing transport at no cost to the employee, may be considered.

29.8.5 In the application of this clause, the employer shall consider options which provide the least impact on employees in terms of commuting time and impact on rest periods and are as cost effective as reasonably possible.

29.8.6 If an employee signs on at their home location and travels to another location to commence work, the time spent travelling from sign on at their home location to the location of commencement of work, will be paid at the employee's ordinary rate of pay and will count towards the employee's ordinary hours. For the purposes of clarity travel includes being a passenger in the crew van not rostered for relay.

29.9 Meal Breaks

29.9.1 On any shift that exceeds five (5) hours, employees shall be entitled to meal breaks as follows:

Train crew of two (2) qualified drivers (including Assistant Drivers) with the crew knowing at least half the route each -	To be taken during the shift by driver rotation.
Train crew configurations with one (1) qualified driver (DOO and Driver and Trainee / Advanced Trainee) -	A paid break of twenty (20) minutes for shifts up to ten (10) hours, and where applicable, a further break of ten (10) minutes for shifts over ten (10) hours. Breaks to be taken in accordance with clause 29.9.2
Other than train working operational shifts -	A paid break of twenty (20) minutes for shifts up to ten (10) hours plus a further break of ten (10) minutes for shifts over ten (10) hours. Breaks to be taken in accordance with clause 29.9.2
Non-operational shifts (e.g., training courses, meetings etc) -	A paid break of twenty (20) minutes or an unpaid meal break of between thirty (30) minutes and one (1) hour.

29.9.2 The actual taking of a meal break as prescribed by this clause will be at the employee's (or train crew's) discretion. However, where the employee does request a meal break the timing of the meal break shall be agreed between the employee and train controller / supervisor (as applicable) so as to cause the least disruption to the operations. In the event of there being no agreement the timing of the breaks shall be follows:

- the first break shall be taken no later than the fifth hour of the shift, and
- for shifts in excess of ten (10) hours, the second break of ten (10) minutes shall be taken no later than five (5) hours after the first meal break.

29.10 Rostered for work but not required

29.10.1 If an employee is advised less than two (2) hours before commencing work that the employee is not required for work then the employee will be paid a 'stand alone' payment of two (2) hours pay at the employee's ordinary rate of pay.

29.10.2 If an employee is rostered for work and given at least two (2) hours' notice before the employee's rostered commencing time that the employee is not required for work, or has an agreement with the employee's manager / supervisor that the employee will accept a lesser period of notice, the employee shall not be entitled to the payment.

29.10.3 If an employee has presented for work as rostered and is advised that he / she is not required the employee will be deemed to have commenced the shift and provided alternative work or released from duty and paid for the rostered shift.

29.10.4 Cancellation of a relay train

A relay trip is made up of several shift rotations for the duration of a journey.

In the event that a relay train is cancelled after the crew have presented for work they will either:

a) If the journey has not commenced, be offered alternative work; or,

b) If the journey has commenced, be paid to the end of the shift rotation they are working including crew van.

Alternative work may be offered to make up any hours towards the guarantee.

In the event that a relay train is cancelled and less than twenty-four (24) hours' notice is provided to the crew, reimbursement for meals purchased for the journey may be sought. Reimbursement will be approved upon provision of a valid tax invoice for expenses incurred, and the food items matching the invoice being relinquished to the employee's manager / supervisor. Reimbursement will be capped at one (1) day of the Shift Workers on Temporary Transfer allowance rate, prescribed at clause 24.3.3.

29.11 Rostering and Fatigue Management

29.11.1 Rosters shall be arranged in accordance with fatigue management principles and in the case of train crew, *APPENDIX C – Train Crew Rostering Principles* shall also be observed. It is a term of this agreement that the Rostering Principles may be varied during the operation of this agreement through agreement with the affected employees.

29.11.2 GWA has a fatigue management policy and procedure. Fatigue management is an evolving area and the parties may, through the introduction of Codes of Practice and through consultation, examine and implement further fatigue management principles, strategies and processes. Issues that may be considered for further examination include:

- The opportunity for quality and quantity of sleep particularly addressing the "time of day" effect and the nature of the work being undertaken;
- Considering the application of the provisions of this agreement when compiling rosters in particular, issues such as the number of consecutive shifts (particularly night shifts), shift lengths and breaks between shifts;
- Consideration of the needs of employees in balancing the competing requirements of their work and personal, family, domestic and social responsibilities.

30 RELAY WORKING

Under this agreement relay working may be undertaken in accordance with the following provisions. These relay work provisions are to be read in conjunction with the working hours provisions in clause 29, however, where there is a conflict between the clause 29 provisions and these provisions then these provisions shall prevail.

30.1 Definition

Relay working is a method of crewing a train to permit continuous operation of the train and requires employees to rotate between work on the locomotive and resting in a crew van that is part of the consist of the train.

30.2 Application & Implementation

30.2.1 The relay work method of crewing shall be an option available to the employer in any of its SA/NT operations. To avoid doubt, SA/NT operations includes operations which are crewed by SA/NT crews into and out of other States/Territories.

30.2.2 A train may be crewed under any of the available crewing configurations provided for in this agreement for different parts of a train's journey. This includes the ability to commence or cease crewing a train under a relay configuration at any stage of the train's journey.

The capacity for the employer to crew the train under the available crewing configurations shall not be taken to convey the ability to change the last leg of a relay operation to a twelve (12) hour driver / driver configuration.

30.2.3 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. Employees may choose to be represented by a third party in such consultations. This consultation shall include discussion on issues such as, but not limited to:

- Frequency of relay operations;
- Rostering considerations;
- Distribution of work through the roster;
- Crewing configurations;
- Fatigue management considerations;
- Relay Operation working time;
- Time spent in crew van; and
- Crew amenities.

30.3 Working arrangements

30.3.1 Relay crews shall comprise of a four (4) person crew (two (2) working / two (2) resting) in accordance with the following trip, shift, rest limitations:

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 the 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.*		

30.3.2 Due to the nature of relay working the seven (7) hour minimum for rostered operational work provided at clause 29.3.5 shall not apply to relay shifts.

30.3.3 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.

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.

30.3.4 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.

It is acknowledged that the current work / rest rotation for four (4) person relay work on the Darwin corridor is eight (8) hours work / eight (8) hours rest with the crews exercising flexibility to accommodate shift changes at appropriate times so as not to unreasonably impact on the operations.

New or altered operations may be better suited to a different rotation and in considering alternative rotations as part of the consultation process the eight (8) hour rotation will be regarded as the default position.

30.4 Rostered Rest at Book Off locations

30.4.1 Subject to clause 30.4.2, 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

30.4.2 In providing rest periods at book off locations, as provided for at clause 30.4.1, the provisions of clause 29.6.5 shall also apply and the rest periods may be reduced by up to one hour in accordance with clause 29.6.6.

30.4.3 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 (2) crews having staggered sign off / sign on times as follows:

- one (1) crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest, and / or
- where there is terminal / preparation work to be performed before departure one (1) crew signing on earlier to undertake this work.

30.5 Break at home after a relay job

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

Duration of Relay Trip	Minimum Break at Home
Less than 32 hours	16 hours
>32 hours and <= 48 hours	24 hours Where the sign off time is between 2000 hours and 0700 hours the minimum 24 hour break shall start from 0700 to ensure a full night in bed.
>48 hours and <= 64 hours	36 hours
>64 hours and <= 92 hours	48 hours
>92 hours	62 hours

30.5.2 For this clause the term "Duration of Relay Trip" shall mean the time from sign on at the employee's home depot to sign off at the employee's home depot, for any trip where some or all of the work includes relay working. For clarity, this includes both trips which include booking off and those which do not, as well as trips involving travelling one way and working relay the other.

30.5.3 The minimum break at home under this clause may be reduced by up to one (1) hour in accordance with clause 29.6.6.

30.5.4 In the event of an emergency or failure where the relay trip is broken with an unplanned book off, and the duration of the trip is shortened, on completion of the relay the employee will be entitled to the same break at home as per clause 30.5.1 as they would have been originally entitled to.

30.6 Remuneration

30.6.1 During a relay operation time spent actually working will be paid at the employee's ordinary rate of pay, from sign on to sign off, plus weekend work payments, if applicable.

30.6.2 During a relay operation time spent in the crew van will be paid at the applicable Crew Van rate in accordance with clause 30.6.3. This time is paid on a 'stand alone' basis and will not count as working time but may be used towards payment of the ordinary hours in accordance with clause 30.7.

30.6.3 Crew Van Rates

Rates for time spent in the crew van will be a fixed amount, 100% of the individual employee's ordinary rate of pay as provided for at clause 19.

30.7 Crew Van Time

30.7.1 Crew van time may be used to make up the employee's ordinary hours where, at the employee's initiation, the employee is unable to work as required resulting in the employee not working the hours that would otherwise have been rostered.

In these circumstances the crew van time used to make up the employee's ordinary hours will be paid at the employee's ordinary rate of pay and a corresponding reduction will be made to the amount of crew van time paid.

30.7.2 For the purpose of this subclause, "employee initiation" will be circumstances instigated by the employee where the notice provided by the employee is insufficient for the employer to mitigate the resultant time short of the ordinary hours or alternative work offered by the employer is refused.

- Employee initiation includes any form of unplanned leave, except for bereavement and family leave, or days where the employee has requested not to be rostered for work and
- notice shall be regarded as sufficient where an employee provides advice of the required circumstance no later than the Tuesday immediately prior to the roster, for the roster cycle in question, being posted.

30.8 Expenses

When undertaking relay working the employee will be paid away from home allowance in accordance with clause 24.3.2 of the agreement. That is, the allowance will be paid for each eight (8) hours, or part of eight (8) hours, calculated from the time of signing on at the home location to the time of signing off at the home location.

31 OTHER WORKING ARRANGEMENTS

31.1 If an employee is unable to attend work as required the employee will advise the employee's supervisor, or another authorised person, as soon as possible and as far as practicable, in sufficient time to permit alternative arrangements to be made. The employee shall also advise of the expected duration of the absence and will continue to advise where there are any changes to the expected return to work.

31.2 Employees are required to provide details of their usual telephone number(s) at which they may be contacted for the purpose of notifying them of changes to their roster or working arrangement or for call outs. Procedures in relation to the notification of changes will be in accordance with any rostering principles in place or individual arrangements made between the employer and the employee involved.

31.3 Subject to operational requirements, fatigue management principles, prior consent of the supervisor and the arrangement being cost neutral to the employer, employees may mutually exchange shifts.

31.4 An employee may refuse to work additional hours beyond the ordinary hours or beyond the rostered hours for a shift on a specific occasion due to circumstances where the requirement to work those additional hours would be unreasonable having regard to:

31.4.1 any risk to employee health and safety;

31.4.2 the employee's personal circumstances including any family or carer responsibilities;

31.4.3 the needs of the workplace or the employer;

31.4.4 the notice (if any) given by the employer of the requirement to work those additional hours and by the employee of his / her intention to refuse; and

31.4.5 any other relevant matter.

31.5 Guaranteed Hours

31.5.1 Unless otherwise provided for in this agreement, the employer shall guarantee work, or equivalent pay, for the ordinary hours.

31.5.2 If an employee's rostered hours are less than the ordinary hours the employee may be required to work further hours in that roster cycle necessary to achieve the ordinary hours. In relation to train crew, the requirement to work further hours shall not be applied on designated Rostered Time Off.

31.5.3 If an employee declines to work hours as required to make up the ordinary hours, the employee's ordinary hours, for that roster cycle, shall be reduced to the extent of the hours short of the ordinary hours that the employee declines to work.

31.5.4 The clearance of any paid leave shall not result in a reduction of the ordinary hours, however, if an employee is absent from work on unauthorised leave without pay the employee will be paid for the hours actually worked in that pay period and the employer will not be required to pay the ordinary hours.

31.5.5 Unless otherwise provided for in this agreement, only actual working time shall be used for the purpose of satisfying the ordinary hours' payment. For clarity, overtime, the 70% weekend payments and additional responsibilities payment shall not be used to make up the ordinary hours payment.

31.5.6 Employees shall be paid for the full rostered shift where an employee remains available for work but is released from duty early at the employer's discretion.

PART 5 – LEAVE AND ENTITLEMENTS

32 ANNUAL LEAVE

32.1 Where an employee's ordinary hours of work are able to be systematically rostered throughout the twenty-four (24) hours of the day and/or the seven (7) days of the week they will be entitled to one-hundred and ninety (190) hours paid leave per year.

32.2 An employee temporarily transferred, in accordance with this agreement and for reasons other than workers compensation rehabilitation, to a Monday to Friday day shift arrangement for more than three (3) months may have the annual leave entitlement reduced to one-hundred and fifty-two (152) hours paid leave per year on a pro rata basis for periods over three (3) months that the employee remains on the day shift arrangement.

32.3 Leave will accrue weekly, on a pro rata basis, at either the one-hundred and ninety (190) hour per year or one-hundred and fifty-two (152) hour per year rate based on the arrangement of the employees working hours.

32.4 Annual leave shall be paid at the employee's ordinary rate of pay.

32.5 Leave may be taken in more than one (1) part as agreed between the employer and the employee.

32.6 An employee may, subject to mutual agreement, accrue leave up to a maximum of three-hundred and four (304) hours, however, the employer and an employee may also enter into an agreed leave plan that allows leave to accrue beyond the limits provided for in this clause. Where an employee has accrued over three-hundred and four (304) hours of leave, the employer may require the employee to take leave as required in order to return the employee's leave balance to a maximum of three-hundred and four (304) hours.

32.7 Where a public holiday falls within a period of annual leave the day shall be paid as a public holiday and not as annual leave.

32.8 For the purpose of debiting annual leave, a day's annual leave shall be seven-point-six (7.6) hours and a weeks' annual leave shall be thirty-eight (38) hours provided that, where less than a week of annual leave is cleared, the ordinary working days the employee would have otherwise been rostered to work will be deemed to be annual leave days.

32.9 For the purpose of rostering whole weeks of annual leave a week shall be seven (7) days commencing at 0001 hours on the first day and ending at 2359 hours on the seventh day, consequently, an employee will not be rostered for a shift which finishes on the first day of annual leave.

32.10 Leave Roster

Each year before June 30, the employer 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 of employee requests and the equitable sharing of leave during particular seasons and periods of demand.

32.11 Commutation of leave

32.11.1 The parties agree that annual leave should be utilised as time off. This clause, however, recognises that some employees may require additional funds when taking annual leave to compensate for penalties, allowances and overtime that cannot be earned whilst on leave. This clause provides for employees to receive payment in lieu of unutilised accrued annual leave.

32.11.2 Subject to clause 32.11.3, an employee may request to forego part of their entitlement to annual leave in exchange for equivalent payment at the rate which would have applied had leave been taken.

32.11.3 The following criteria applies to the cashing out of unutilised accrued annual leave:

a) the employer agrees in writing to a request in writing by an employee to cash out leave; and

b) leave is to be transferred to cash only in conjunction with the taking of annual leave at a capped amount of 25% of the leave taken; and

c) the employee must retain an entitlement to at least four (4) weeks paid annual leave; and

d) there is a separate agreement in writing on each occasion that leave is cashed out.

33 LONG SERVICE LEAVE

33.1 Employees will receive thirteen (13) weeks long service leave after ten (10) years of continuous service.

33.2 This first period of long service leave shall be taken in one (1) period, unless otherwise agreed between the employer and the employee.

33.3 After ten (10) years' continuous service long service leave shall accrue at the rate of one-point-three (1.3) weeks for each completed year of service.

33.4 Long service leave shall be taken at a time or times agreed between the employer and the employee, or, where there is no agreement, as directed by the employer on sixty (60) days' notice.

33.5 Long service leave shall be paid at the employee's ordinary rate of pay.

33.6 Where a public holiday falls within a period of long service leave such day shall be deemed to be a portion of the long service leave and no other payment or benefit shall apply.

33.7 For the purpose of this clause, "continuous service" has the meaning provide in applicable legislation and:

33.7.1 includes any period during which the employee is absent on paid leave or workers compensation but does not include any period exceeding two (2) continuous weeks during which the employee is absent on leave without pay, including parental leave, and

33.7.2 does not include any period for which an employee has received a payment in lieu of the accrual of long service leave, and

such periods provided in this clause that do not count as service shall not be deemed to break the continuity unless there is an actual termination of the employment contract by either the employer or the employee.

33.8 An employee will be entitled to pro rata long service leave under the following circumstances:

33.8.1 Where the employer terminates the employee's services for reasons of redundancy or ill health where the employee is certified permanently unfit to perform the duties of their appointed position; or

33.8.2 Upon termination of employment, for reasons other than serious misconduct, where the employee has completed seven (7) years continuous service.

33.9 This clause is intended to reproduce but not derogate from the application of terms of the *Long Service Leave Act 1987* (SA), and is intended to be read in conjunction with that Act and any other applicable State or Territory legislation, such that the more favourable legislative arrangement applies to the employee.

34 PERSONAL LEAVE

34.1 Employees shall accrue up to seventy-six (76) hours paid personal leave per year. Unused personal leave shall accumulate from year to year.

34.2 Paid personal leave is available to an employee, when absent:

34.2.1 due to personal illness or injury (sick leave); or,

34.2.2 for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency (carer's leave).

34.3 An employee is entitled to use the full amount of their personal leave entitlement including accumulated leave for the purposes of sick leave.

34.4 Notice Requirements

34.4.1 To be entitled to payment for sick leave, the employee shall, as soon as reasonably practicable, and, where possible, in sufficient time to permit alternative arrangements to be made, advise the employer of the employee's inability to attend for work, the nature of the illness or injury and the estimated duration of the absence.

34.4.2 To be entitled to carer's leave during a period, an employee must give the employer notice as follows:

a) The notice must be given to the employer as soon as reasonably practicable, and, where possible, in sufficient time to permit alternative arrangements to be made.

b) The notice must be to the effect that the employee requires leave during the period to provide care or support to a member of the employee's immediate family who requires care or support because of:

i) a personal illness, or injury, of the member; or

ii) an unexpected emergency affecting the member.

34.4.3 An employee shall not be denied payment for personal leave because the employee could not comply with the provisions of this subclause because of circumstances beyond the employee's control.

34.5 Evidence supporting claim

34.5.1 Sick leave

a) An employee claiming absence from work due to personal illness or injury in accordance with paragraph 34.2.1 above, where requested, must be able to provide the employer with

i) reasonable proof of that illness or injury; or,

ii) where requested, a medical certificate certifying that the employee was/is/will be unfit for work during the stated period because of a personal illness or injury.

b) In the event that it is not reasonably practical to obtain a medical certificate requested under 34.5.1a)ii) above, a statutory declaration must be provided, detailing the same information.

34.5.2 Carer's leave

a) For all absences due to illness or injury of a member of the employee's immediate family in accordance with paragraph 34.2.2 above the employee must, if required by the employer, provide a medical certificate indicating that the member has/had/will have a personal illness or injury during a period of requested leave.

b) In the event that it is not reasonably practical to obtain a medical certificate, a statutory declaration must be provided, detailing the same information.

c) When taking leave to care for members of their immediate family who require care due to an unexpected emergency in accordance with paragraph 34.2.2 above, the employee must, if required by the employer, establish by production of documentary evidence, which might include a statutory declaration, that the employee required leave to care or support the person concerned because of an unexpected emergency affecting that person.

34.5.3 An employee shall not be denied payment for personal leave because the employee could not comply with the provisions of this subclause because of circumstances beyond the employee's control.

34.6 Personal leave will be paid for the rostered hours lost as a result of the leave; however, a maximum of seven-point-six (7.6) hours for each shift absent shall be debited to the employee's accrued personal leave. Only the debited personal leave shall count towards the roster cycle hours.

34.7 An employee rostered for relay work shall have personal leave debited for the working hours lost until the employee advises they are again available for work and the employee may be required to work further hours in the roster cycle in accordance with clause 31.5.

34.8 Personal leave will be paid at the employee's ordinary rate of pay.

34.9 If an employee has no accrued entitlement to personal leave, and is granted sick leave without pay the employee will have the ordinary hours reduced to the extent of the rostered hours lost as a result of the sick leave without pay.

34.10 If an employee is absent on personal leave for a full fortnight, the employee shall have a maximum leave deduction and corresponding payment of seventy-six (76) hours personal leave.

34.11 In this clause "immediate family" means:

- the employee's spouse/partner, child, parent, grandparent, grandchild or sibling; or,
- a child, parent, grandparent, grandchild or sibling of the employee's spouse/partner; or,
- a person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household.

35 OTHER LEAVE

Employees may also be granted other forms of leave in accordance with the following provisions and GWA's policies.

35.1 Compassionate Leave

35.1.1 An employee, other than a casual employee, will be entitled to up to two (2) days paid compassionate leave per occasion:

a) for the purpose of spending time with a member of the employee's immediate family who:

- has or develops a personal illness that poses a serious threat to his or her life; or
- has a personal injury that poses a serious threat to his or her life;

or

b) after the death of a member of the employee's immediate family.

35.1.2 Compassionate leave will be granted if the employee provides the employer with any evidence that the employer reasonably requires of the illness, injury or death of the immediate family member.

35.1.3 An employee on paid compassionate leave shall be paid the ordinary time rate of pay for any ordinary hours which the employee would have worked had the employee not been on compassionate leave during the relevant period.

35.1.4 In this clause "immediate family" has the same meaning as in clause 34 – *Personal Leave*.

35.1.5 Additional compassionate leave will be granted, if extensive travel is required for the purposes outlined in clause 35.1.1 and the employee can provide the employer with any evidence that the employer reasonably requires, that extensive travel is required.

Additional leave granted for the return trip:	If the distance between the employee's home location and the destination is:
One (1) day	>500km and <1000km
Two (2) days	>1000km

35.1.6 Any application for compassionate leave shall be considered on its merits, taking into account the relationship of the employee to the immediate family member concerned, the amount of time required away from work, why the time off is required, and any other extenuating circumstances that may exist.

35.2 Parental Leave

In accordance with the Act, employees may be granted parental leave in respect of the birth of a child to the employee or employee's spouse or the adoption of a child, under the age of sixteen (16) years, by the employee. After completing twelve (12) months' continuous service, an employee may be eligible for the following:

35.2.1 Maternity Leave

Up to fifty-two (52) weeks' leave of which the first twelve (12) weeks shall be paid maternity leave and the balance of the leave to be either debited to other accrued annual or long service leave entitlements or leave without pay.

35.2.2 Paternity/Partner Leave

Up to fifty-two (52) weeks' leave of which one (1) week shall be paid paternity/partner leave and the balance of the leave to be either debited to other accrued annual or long service leave entitlements or leave without pay.

35.2.3 Adoption Leave

Up to fifty-two (52) weeks' leave of which one (1) week shall be paid adoption leave and the balance of the leave to be either debited to other accrued annual or long service leave entitlements or leave without pay.

The parental leave period of fifty-two (52) weeks may, upon application, be extended for a further fifty-two (52) weeks, in accordance with the Act.

35.3 Law Court Attendance

35.3.1 Jury Service

- An employee who attends court for jury service will be paid at the employee's base rate of pay for all time lost due to jury service up to a maximum of ten (10) working days.
- All hours worked by the employee whilst on jury duty, that normally forms part of the guarantee, will count towards time worked and paid at the applicable rates.
- An employee is not to claim the fee paid by the court for jury service and must, on return to work, submit a law court certificate of attendance and an application form for reimbursement of wages paid to employees to allow the employer to claim reimbursement of wages from the applicable department.
- An employee will not be paid by the employer when the employee attends Jury Service in their own time, e.g. annual leave, long service leave, non-working day. However, where this occurs the employee may receive fees as prescribed and paid by the court.

35.3.2 Other Court Attendance

- An employee who attends court as a witness for the company should be rostered to attend in working time and is to be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding overtime). The employee is also to be reimbursed any reasonable expenses associated with attending court.
- Attendance at a court by an employee, for reasons other than jury services or as a witness for the company, should be supported by a law court certificate of attendance and will be treated as leave without pay.

35.4 Defence Force Reserves and Emergency Services

35.4.1 An employee shall be provided with leave for training with the Defence Force Reserves in accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth).*

35.4.2 An employee who is a voluntary member of a civil emergency group e.g. State Emergency Service or the Bush Fire Service, may be granted paid leave to attend an emergency call out subject to:

- the operational requirements of the employer; and
- the employer receiving and approving a request from the organisation involved.

35.5 Unpaid Carer's Leave

35.5.1 In the event an employee's entitlement to paid carer's leave in clause 34 – *Personal Leave* is exhausted, or where an employee has no entitlement to paid carer's leave, the employee will be entitled to up to two (2) days unpaid carer's leave for each occasion a member of the employee's immediate family requires care or support because of:

a) personal illness or injury of the member; or

b) an unexpected emergency affecting the member.

35.5.2 The provisions of paragraphs 34.4.2, 34.5.1 and 34.5.3 above apply to the granting of leave in accordance with paragraph 35.5.1 above.

35.5.3 In this clause "immediate family" has the same meaning as in clause 34 – *Personal Leave.*

36 PUBLIC HOLIDAYS

36.1 The following days shall be deemed as public holidays:

36.1.1 For all employees:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday /Volunteer's Day
- Christmas Day
- Proclamation Day / Boxing Day

36.1.2 For employees based in South Australia the following holidays, as proclaimed in the State:

- Adelaide Cup
- Labour Day

and any other public holidays proclaimed by the State will be paid in accordance with legislation.

36.1.3 For employees based in the Northern Territory the following holidays as proclaimed in the Territory:

- May Day
- Picnic Day

36.2 Public holidays listed in clause 36.1 will be on the day as gazetted by the relevant state government.

36.3 Easter Saturday will be observed as a public holiday on that day for any employee who is required to work ordinary hours on that day.

36.4 The public holiday will be from 0001 hours to 2400 hours on the day observed for the holiday.

36.5 Where an employee works on a public holiday, the employee will be paid seven-point-six (7.6 hours' pay at the ordinary rate of pay plus one-point-five (1.5) times the ordinary rate of pay for all hours worked on the public holiday.

36.6 Part-time employees are entitled to public holidays provided the holiday occurs on a day which the employee normally works.

36.7 A casual employee required to work on a public holiday will be paid at the employee's casual rate of pay plus one-point-five (1.5) times the ordinary rate for the hours worked on the day.

36.8 Where an employee is not required to work on any public holiday, other than Easter Saturday, the employee will be paid seven-point-six (7.6) hours' pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the ordinary hours.

36.9 Train Crew may have designated Rostered Time Off on a Public Holiday, including Easter Saturday, where that RTO falls on the public holiday in accordance with the Master Roster.

36.9.1 In such cases the employee shall be paid seven-point-six (7.6) hours' pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the ordinary hours.

36.9.2 An employee who works on a RTO on a public holiday shall be paid seven-point-six (7.6) hours' pay at the ordinary rate of pay plus the 'stand alone' payment provided for at clause 21.4.

36.10 If an employee is absent from work without pay on both sides of a public holiday the employee shall not be entitled to payment for that public holiday.

36.11 Where an employee is working on temporary transfer in a State/Territory other than South Australia or the Northern Territory, days proclaimed as public holidays in the other State or Territory may be observed, at the employer's discretion, in substitution for the equivalent holiday named in this agreement.

PART 6 – INTRODUCTION OF CHANGE, CONSULTATION AND DISPUTE RESOLUTION

37 CONSULTATION AND CHANGE

Consultation under this agreement will be in accordance with the model consultation term at *APPENDIX F*.

38 DISPUTE RESOLUTION PROCEDURE

38.1 This clause applies to any dispute including matters arising under the agreement and the National Employment Standards.

38.2 The following procedure for the avoidance or resolution of disputes will apply. The mechanism and procedures for resolving disputes will include, but not be limited to, the following:

Step 1: Where the employer or employee(s) raises an issue, in writing or otherwise, with the employer or the employee(s) as applicable, discussions shall take place, between the employee(s) and their direct manager / supervisor, concerning the issue being raised.

Step 2: Where the issue is not resolved, or a way to resolve the issue is not agreed, the issue may be referred to the next level of management. The employee(s) and the manager(s) will attempt to resolve the issue.

Step 3: If the issue remains unresolved, or a way to resolve the issue is not agreed, the issue may be referred to senior management of the employer. The employer and the employee(s) will attempt to resolve the issue.

Step 4: Where, having complied with this procedure, the parties are unable to resolve matters, the dispute may be referred, by either party, to an agreed mediator to conciliate and, if necessary, to arbitrate the matter. The parties agree to participate in the mediation process in good faith and to co-operate with any determination of the mediator.

In any case where the parties are unable to agree on the mediator, the matter will be referred to the Fair Work Commission as mediator at this step and if necessary to arbitrate the matter.

38.3 Where a matter is to be arbitrated in accordance with Step 4 above, the arbitrator, in the conduct of the arbitration, may exercise such powers as are agreed between the parties.

38.4 The employer will bear any cost for the services of the mediator, unless the mediator determines otherwise, based on submissions made by the parties, however each party will meet their own costs associated with any paid representation.

38.5 At any step in the dispute resolution process a party may be represented by a representative of their choice.

38.6 Where the parties are endeavouring to resolve the issue in accordance with this procedure the provision of services to customers will be maintained and the status quo that prevailed immediately prior to the change that led to the dispute shall be maintained. No action taken by either party to maintain services while this procedure is being complied with will be deemed to prejudice the position of the parties in respect of the dispute.

38.7 At each stage of the dispute resolution process agreed timeframes will be determined that are suitable to the circumstances of the matter in dispute and;

38.7.1 if the matter remains unresolved; or

38.7.2 an extension of timeframes has not been agreed;

the dispute will be escalated to the next step in the process.

38.8 In this clause "party" means the employer or the employee(s) engaged in the dispute.

PART 7 – GENERAL PROVISIONS

39 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

39.1 Uniforms

39.1.1 Employees shall be issued with uniforms as appropriate to their work requirements. All such issues are to be worn as required by the employer and maintained by the employee in a clean and serviceable condition.

39.1.2 Replacement uniforms will be either periodic or on a fair wear and tear basis as determined by the employer.

39.1.3 The employer shall consult with the relevant employees when there is a proposal to make a significant change. A significant change will be a change to the frequency, quality or quantity of uniform issues. Changes to colour or supplier will not be considered a significant change.

39.2 Personal Protective Equipment

39.2.1 Employees shall be issued with personal protective equipment (PPE) as appropriate to their work requirements.

39.2.2 Employees shall ensure that all such issues are worn and maintained in accordance with the employer's (and applicable OHS&W Act) requirements.

39.2.3 The employer shall issue PPE on either a periodic or fair wear and tear basis as determined by the employer, having regard to its OHS&W obligations or any specific product requirements.

39.2.4 Changes proposed to PPE shall be managed through appropriate occupational safety & health processes.

40 FUTURE INITIATIVES

During the term of this agreement the parties are committed to exploring the undermentioned initiatives in a consultative manner.

Nothing in this agreement shall be taken to limit the ability for these initiatives to be implemented subject to GWA and affected employees considering and addressing any training, working arrangement, safety, remuneration or other relevant considerations.

Where, in this clause, consultation is required between GWA and employees, the employees may, if they so choose, be represented by the RTBU or other representative.

The initiatives are:

40.1 Limited Train Movement

40.1.1 Limited train movement, as defined, is the operation of locomotives, under restricted conditions, by persons other than fully qualified locomotive drivers. Suitably qualified employees, other than locomotive drivers, employed under the terms of this agreement may be required to undertake limited train movements.

40.1.2 The use of limited train movement operations shall be used to facilitate both operational efficiency and career path opportunities and will assist GWA in the most efficient deployment of locomotive drivers and utilisation of resources.

40.1.3 It is a condition of this agreement that there will be no claims of "ownership" of the work by any particular employee group.

40.1.4 During the term of this agreement, limited train movement may be implemented or expanded, as the case may be, subject to consultation with the employees who may be required to undertake the work.

40.1.5 The detail of this consultation shall include addressing issues associated with competency and training requirements together with considerations of location, train weight or train speed parameters.

40.2 Third Party Ground Support

40.2.1 The implementation of DOO in some parts of GWA's operations may require the use of third party ground support to assist with some operations in client terminals and sidings.

40.2.2 The specific support functions to be performed by third parties will vary from location to location depending on the method of the operations and may include but not be limited to:

- Operation of points;
- Detaching and attaching of locomotives / wagons;
- Spotting of wagons for loading / unloading;
- Operation of wagon loading / unloading mechanisms.

40.2.3 When it is proposed to implement third party ground support in conjunction with its customers the employer shall consult with the affected employees. This consultation shall address issues such as; the requirement for this work, any procedural and competency issues relevant to those persons required to provide the ground support.

40.3 Performance Management

40.3.1 During the term of this agreement the employer may further expand its performance management system to employees covered by this agreement.

40.3.2 The performance management system will have a prime focus of improving performance through reviewing past performance, setting objectives for the future and identifying developmental requirements and career aspirations.

40.3.3 It is proposed that this performance management system will work in conjunction with any existing competency assessment processes.

40.3.4 The employer commits to consulting with affected employees concerning its proposals for expanding its performance management processes.

40.4 Fatigue Management for other than Locomotive Crew

40.4.1 The parties acknowledge that, as far as the rail industry is concerned, the evolving field of fatigue management has, to date, primarily focused on locomotive crew considerations.

40.4.2 During the term of this agreement, the parties commit to examining fatigue management considerations for employees in the Rail Operator classifications.

40.4.3 The parties acknowledge that fatigue management is being considered at a national industry group level and therefore the parties shall ensure that any considerations coming from this initiative are not inconsistent with outcomes from that national industry group process.

40.5 Relay Working

During the life of the agreement the parties may work jointly at reviewing methods of relay working that may provide efficiency benefits and reduce fatigue.

40.6 1 Weekend Off in 4 Weeks

During the life of the agreement the parties will explore opportunities to include or provide one (1) weekend off every four (4) weeks over the roster cycle.

40.7 Crew Van Working Time

During the term of this agreement GWA will review the way Crew Van Time is paid to its employees with the view to proportion some of the time spent in the crew to count towards working hours and not as a 'stand alone' payment.

40.8 Rostering and time and attendance system

During the term of this agreement GWA will implement a rostering and time and attendance software system. It is proposed that this system will work in conjunction with the existing payroll system and will replace the current method for preparing rosters and will eliminate the requirement for employees to complete manual timesheets.

40.9 Consultation on night time road vehicle driving

The parties agree to review rostering in line with clause C-2 - *Consultation*. Local agreements may be reached, to limit, where reasonably practicable, the amount of night time road vehicle driving, without disruption to the needs of the business and meeting customer requirements.

41 REPRESENTATIVES

41.1 GWA recognises workplace delegates who are authorised by the Union and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this agreement.

41.2 It is further recognised that workplace delegates represent union members at the workplace and will be allowed reasonable time to attend to any work related matters on behalf of union members, subject to operational requirements; however they must obtain their supervisor's consent prior to attending to any such matters.

41.3 GWA will allow workplace delegates 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 workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this subclause) and the specific directions of the site manager.

41.4 Workplace delegates will be entitled to reasonable unpaid time off to attend union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days' notice and GWA will not unreasonably refuse to approve such leave.

41.5 GWA will provide a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and or Union Official. All material posted must be authorised by the relevant Union.

41.6 Special paid leave, at the ordinary hourly rate, will be granted to employees of GWA to are elected through the Australian Electoral Commission as delegates of their Union to attend their Union's National Council; National Executive, Branch Council; Branch Executive and; Divisional Committee meetings, or their equivalent.

41.7 GWA will provide seventy-six (76) hours of special paid leave to be shared by elected delegates in a twelve (12) month period.

41.8 To be eligible for special paid leave, the employee:

41.8.1 Is required to apply for leave at least four (4) weeks prior to the meeting;

41.8.2 Is required to provide documentary evidence, signed by the appropriate authorised Officer of the Union, that they are an elected delegate of the Union and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting.

42 WORKPLACE RELATIONS TRAINING

42.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between GWA and its employees.

42.2 Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all cost associated with the development and delivery of workplace relations training programs.

42.3 GWA will provide one-hundred and ninety (190) hours of leave, at the ordinary rate, to be shared by elected delegates in a twelve (12) month period for such training.

PART 8 – SIGNATORIES

Signed for and on behalf of Genesee & Wyoming Australia Pty Ltd (GWA):

Representative:	Vanessa Hoey Name	Director Human Resources Position (Authority to Sign)
	V. Hoey Signature	3 December 2019 Date
Address:	Level 3, 33 Richmond Road KESWICK SA 5035	
In the presence of:	Edward Lawrie Name	Workplace Relations Specialist Position
	 Signature	3 December 2019 Date

Signed for and on behalf of the employees by a representative of the employees:

Representative:	Darren Brett Phillips Name	Branch Secretary, Australian Rail, Tram and Bus Industry Union (SA/NT Branch) as duly appointed bargaining representative for the employees Position (Authority to Sign)
	 Signature	03-12-2019 Date
Address:	63 Ledger Road BEVERLEY SA 5009	
In the presence of:	Kayla Brown Name	Branch Organiser Position
	 Signature	3/12/2019. Date

APPENDIX A – GWA TRAINING CLASSIFICATION REQUIREMENTS

CLASSIFICATION (PATHWAY STAGES)	PREREQUISITES	TRAINING REQUIRMENTS
TERMINAL / YARD STREAM		
Stage 1		
TRAINEE RAIL OPERATOR *Indicative timeframe - 1-6 months duration*	▪ Literacy Level 3 ▪ Numeracy Level 2 ▪ Medical vision and hearing standards and physical mobility requirements as applicable for the role ▪ Possess a valid 'C' Class driver's licence	1. Must complete entry level in-field yard operational tasks (under direct supervision) required for the acquisition of vocational knowledge and skills with an attitude committed to GWA's safety standards; 2. Achieve competency in the relevant accredited units of competency according to GWA's training plan. 3. Acquire minimum 300 hours of shunting/yard duties.
Stage 2		
RAIL OPERATOR *Indicative timeframe - 6-12 months duration if progressing to stage 3*	All progression criteria for Stage 1.	On-going vocational development and competency re-assessment including in-field Employee Proficiency Testing (EPT) as required by GWA's safety standards and operational requirements and as prescribed by industry regulatory requirements.
Stage 3	***Employees may progress to this stage indicative of specific operational needs***	
ADVANCED RAIL OPERATOR	1. Completed in-field operational tasks (under indirect supervision) required for the acquisition of knowledge and skill development with an attitude committed to GWA's safety standards; 2. Achieved competency in the relevant accredited units of competency according to GWA's training plan. 3. Acquired an additional 300 hours of shunting including management of shunt yards/terminals and the application of safe shunting practices.	On-going vocational development and competency re-assessment including in-field Employee Proficiency Testing (EPT) as required by GWA's safety standards and operational requirements and as prescribed by industry regulatory requirements.
LOCOMOTIVE STREAM		
Stage 1		
TRAINEE LOCOMOTIVE DRIVER *Indicative timeframe – 4-6 months duration*	▪ Literacy Level 3 ▪ Numeracy Level 2 ▪ Medical vision and hearing standards and physical mobility requirements as applicable for the role ▪ Possess a valid 'C' Class driver's licence	1. Must complete entry level in-field operational tasks (under direct supervision) required for the acquisition of vocational knowledge and skill development with an appropriate attitude committed to GWA's safety standards; 2. Successful completion of GWA's Driver Air Brake and Engine Systems Program; 3. Achieve competency in the GWA criteria for the role of '2nd Person'; 4. Achieve competency in the relevant accredited units of competency according to GWA's training plan.
Stage 2		
ADVANCED TRAINEE LOCOMOTIVE DRIVER *Indicative timeframe – 6-18 months duration*	All progression criteria for Stage 1	1. Must complete in-field operational tasks (under direct supervision) required for the acquisition of vocational knowledge and skill development with an appropriate attitude committed to GWA's safety standards; 2. Must obtain a minimum of 400 hours (600 hours for DOO) of supervised train driving under instruction from a designated driver mentor; 3. Achieve competency in the relevant accredited units of competency according to GWA's training plan. ***Additional criteria relevant to the specific operational needs*** 1. In addition to the above a trainee must achieve competency in the relevant accredited units for heavy haul mining operations within either, rail yards and terminals and/or mainline driving as applicable to operational requirements; 2. Working towards the achievement of local route knowledge, improving the application of train handling skills and rail safeworking rules.
Stage 3		
ASSISTANT LOCOMOTIVE DRIVER *Indicative Timeframe – 1-6 months duration*	All progression criteria for Stage 2	1. Must complete operational driving tasks (under indirect supervision) required for the acquisition of vocational knowledge and skills with an attitude committed to GWA's safety standards; 2. Achieve competency in the relevant accredited units of competency according to GWA's training plan to enable progression to a Locomotive Driver.
Stage 4	***Employees will be designated one of the following job roles indicative of specific operational needs***	
TERMINAL LOCOMOTIVE DRIVER	1. All progression criteria for Stage 2. 2. Completed operational driving tasks (within GWA designated terminals) required for the acquisition of vocational knowledge and skills with an attitude committed to GWA's safety standards.	On-going vocational development and competency re-assessment including in-field Employee Proficiency Testing (EPT) as required by GWA's safety standards and operational requirements and as prescribed by industry regulatory requirements.
DOO LOCOMOTIVE DRIVER	1. All progression criteria for Stage 2. 2. Completed operational driving tasks required for Driver Only Operations and the acquisition of vocational knowledge and skills with an attitude committed to GWA's safety standards.	
LOCOMOTIVE DRIVER	All progression criteria for Stage 3.	

APPENDIX B – GWA CROSS TRANSFER PROTOCOL

B-1 An employee desiring to cross transfer is to make application to that employee's local manager stating the reasons for transfer.

B-2 The employee's request is to be referred to the applicable business unit manager for approval to proceed. (If the requested location involves a transfer to another region then the managers responsible for the two effected location shall discuss the transfer request).

B-3 The application is to be referred to the local manager at the requested location for consideration of the applicant. (That local manager may interview the applicant if required).

B-4 If the local manager responsible for the requested location agrees to proceed with the request then that manager will call for expressions of interest from employees at that location to transfer to the applicant's location.

B-5 If there are employees interested in cross transferring then the local manager at the applicant's location may interview those employees if required.

B-6 If a cross transfer is accepted the two employees shall be informed and the following provisions shall apply:

- Statutory Declarations are to be prepared by both transferees declaring that the transfer has not involved any financial transactions or transfers of property between the employees or associated persons.
- Both transfers will be at the employee's own expense and in their own time.
- If an employee transfers under this arrangement and then resigns within three months of the date of transfer the employee who that employee cross transferred with may be required to return to their former location. (The determination of this will be at employer's discretion having regard for the circumstances of both employees).

APPENDIX C – TRAIN CREW ROSTERING PRINCIPLES

C-1 INTRODUCTION

C-1.1 GWA conducts a business that operates on a twenty-four (24) hours a day, seven (7) day a week basis. The business operates in a challenging and competitive transport environment that requires flexibility, continuous improvement and cost effectiveness to respond to:

- Customer requirements and service levels;
- The requirements of industries that GWA supports; and
- Other issues that affect the day to day operations of the business such as emergencies, weather conditions and the needs of fellow employees.

C-1.2 GWA also acknowledges that employees working in this operational environment have personal needs and obligations that must be accommodated in a rostering system that recognises and takes into consideration:

- Safety & fatigue management issues;
- Fairness and equity;
- Quality of life including family and social needs and responsibilities.

C-1.3 These Rostering Principles have been developed to assist in providing a consistent yet flexible approach to the rostering of locomotive crews across the business.

C-1.4 These Rostering Principles shall be read in conjunction with, but shall not conflict with any provisions contained within this agreement, in particular the *Working Hours* provisions at clause 29 and *Relay Working* provisions at clause 30.

C-1.5 They are also to be read in conjunction with procedures for the management of fatigue. In cases where there is a conflict between satisfying the requirements of either these Rostering Principles or fatigue management procedure the latter shall prevail in any case where such a conflict is likely to increase the potential for a workplace hazard. Rostering shall also comply with relevant occupational, health and safety legislation.

C-2 CONSULTATION

C-2.1 The needs of the business and the preferences of employees may vary between Depots. These principles are based on a consultative system where Depot specific rostering guidelines may be developed to consider and accommodate these varying needs and preferences.

C-2.2 Each Depot shall establish through their normal depot level Consultative Committee, a consultative process which allows for employees to participate in developing Depot guidelines and providing input on ongoing rostering issues. This process may also be used to assist in identifying, evaluating and implementing rostering initiatives.

C-2.3 This consultative process will include the local management / rostering staff and employee representatives, selected by their fellow employees.

C-2.4 If, at a local consultative level, it is considered that a separate rostering consultative process should be established, for either regular or specific purposes, then this may occur.

C-3 DEPOT GUIDELINES

C-3.1 Depot guidelines are to be developed which provide specific rostering practices to meet the operational requirements and rostering preferences of employees at each Depot.

C-3.2 These guidelines shall be developed through the consultative process established at each Depot and should consider and address both guide and operational roster issues.

C-3.3 Depot guidelines will be communicated to relevant employees in the Depot including new and relieving employees.

C-3.4 Depot Guidelines – Master Rosters

C-3.4.1 The depot guidelines may include practices to address Master Roster issues such as, but not limited to:

- when business / operational changes require permanent alterations to the roster(s);
- where fatigue management reviews require changes to the roster(s);
- when management or employee initiated changes are proposed to accommodate an altered distribution of the work and / or time off;

with the intent that local management and relevant employees, through the local consultative process, determine how the proposed changes can be best implemented to accommodate both operational requirements and the needs of the employees affected by the changes.

C-3.4.2 The depot guidelines shall also include practices to address the rostering of various forms of time away from work, including Rostered Time Off, blank days and weekends off, in a manner which aims to meet the operational requirements of the business and the rostering preferences of employees at the depot.

C-3.5 Depot Guidelines – Operational Rosters

C-3.5.1 Operational requirements may result in various roster changes including, but not limited to:

- shift cancellations;
- additional shifts;
- changes to shift lengths;
- changes to shift start or finish times.

C-3.5.2 Having regard for the nature of the operations and employee requirements, the depot guidelines may include practices which address operational roster issues such as the above. These guidelines should include:

- practices to be observed for the provision of notice to employees concerning roster changes during the roster cycle and specifically timeframes for notification of changes to shift starting times;
- practices to be observed by employees concerning the requirements to advise of their inability to attend for duty and their availability for duty at the conclusion of the absence;
- a process to respond to roster changes as a result of changed customer requirements;
- methods to deal with the impacts that operational changes may have on time off;
- a process that outlines methods for staff to work other than their rostered shifts including the equitable distribution of additional shifts and;
- the methods for dealing with cancelled work including whether the employee is still required to report for work as rostered or remain available for duty;
- processes with regard to notice required when employees are required to make up hours in accordance with clause 31.5.2.

C-4 ROSTERED TIME OFF (RTO)

C-4.1 Employees will be entitled to four (4) Rostered Time Off (RTO) breaks for each fortnight of a roster cycle which will be incorporated into the Master Roster.

C-4.2 RTO will be shown on the Master Rosters.

C-4.3 RTO may be moved in the process of creating operational rosters. Such movement of RTO will take place only after consultation with the employee concerned.

C-4.4 RTO shall only be allocated at the employee's home or temporary home location. That is, they shall not be allocated as part of a rostered rest away from home book off.

C-4.5 Where possible RTO breaks will be grouped together. Single RTOs will only be allocated separately as a last resort following consultation with the Depot Roster Committee and also taking into account any fatigue management obligations.

C-4.6 Once the roster for the roster cycle has been posted the RTO can only be moved with the agreement of the employee concerned.

C-4.7 Where an employee agrees to move the originally designated RTO no overtime payments will be made for work conducted during a break originally designated as an RTO.

C-4.8 Working on RTO may occur, subject to satisfying fatigue management requirements, where:

- the employee has indicated a preparedness to work during that break; or
- GWA, having exhausted all other reasonable avenues, may request and the employee may agree to work into, on or out of RTO.
- Work on RTO will be paid in accordance with the *Additional Hours (OVERTIME) Payments* provisions at clause 21 of this agreement.

C-4.9 Both the local Manager (or supervisor) and the employee concerned are responsible for ensuring that the employee has had appropriate rest when considering a request for that employee to work on RTO.

C-4.10 RTO shall be regarded as a fixed minimum period of time rather than a distinct calendar day.

C-4.11 The minimum duration of a single RTO break will be either of the following periods of time:

C-4.11.1 **36 hours** from sign off to sign on, or alternatively;

C-4.11.2 **30 hours** from 0001 hours to 0600 hours the following day.

C-4.12 In developing and implementing rosters, GWA may, at its discretion, apply either or a mix of the two forms of single RTO breaks to individual rosters.

C-4.13 In any case of consecutive RTO breaks, each additional RTO break after the first RTO will be **24 hours** in duration following the completion of the first RTO.

C-4.14 From the commencement of the agreement each employee will be guaranteed at least one (1) full weekend off every six (6) weeks over the roster cycle (A weekend means from 2200 Friday to 0700 Monday).

C-4.15 Sign off on the Friday may be extended to midnight by mutual agreement with the majority of employees in the depot and where this occurs the sign on time on Monday will not be before Midday.

C-5 OTHER ROSTERING PRINCIPLES

The following sets out principles and provides general considerations in the development and implementation of both Master and Operational Rosters. Different arrangements may be established in the Depot Guidelines, through the appropriate consultative processes.

C-5.1 Master Roster Considerations

C-5.1.1 Master Rosters will be developed at each Depot which provide a plan of the arrangement of shifts to cover the known work for the Depot. Master Rosters:

- must meet the operational requirements of the business;
- give due consideration to fairness and equity;
- provide for sound safety and fatigue management practices; and,
- consider the requirements and impact of different classifications and other than full time employees at a depot. For example, provide a separate Master Roster at a depot where part-time locomotive drivers or trainees are employed.

C-5.1.2 The Master Roster will have all permanent and known working in a Depot allocated to lines of work with defined sign-on and sign-off times. The Master Roster will not allocate employees to the lines of work. The Master Roster will be displayed in an agreed cycle format (eg. weekly, fortnightly, monthly).

(Where a 'Blank Line' system or mix of defined work and 'blank line' is implemented then only the defined work plus RTO breaks will be shown on the Master.)

C-5.1.3 The Master Rosters shall be prepared in a manner that ensures the following occurs:

- rosters are as cost effective as reasonably possible;
- fatigue management principles are observed;
- work is allocated equitably across the roster to ensure that employees will work similar numbers of shifts and hours;
- all locomotive crew will rotate through all lines in a roster;
- time off is maximised in consecutive days including equitable access to time off on weekends;
- sufficient flexibility is present in the roster to enable reasonable accommodation of short notice changes to services and employee availability without the need to unreasonably disrupt either currently allocated work or RTO.

C-5.1.4 To meet varying work loads, seasonal changes and variable customer requirements it may be necessary for some Depots to use multiple Master Rosters.

C-5.1.5 Posting of Master Rosters

C-5.1.5.1 Where practical, proposed changes to Master Rosters will be posted, for perusal, comment and review in sufficient time so that the final Master is available fourteen (14) days in advance of implementation.

C-5.1.5.2 Circumstances may exist (such as changes to customer requirements at short notice) where it may not be possible to post the Master Rosters within this timeframe. In these circumstances new Master Rosters will be posted as soon as practical. Where there has been insufficient time for consultation on Master Roster changes prior to implementation, this shall occur at the earliest possible opportunity with any refinements to the Master Roster being implemented as soon as possible.

C-5.1.5.3 As far as reasonably practical, the depot manager shall consider and make necessary arrangements for any employee whose family responsibilities may be adversely impacted by a short notice Master Roster change.

C-5.1.6 Rostering of Shifts

C-5.1.6.1 Shifts on the Master Rosters will be arranged within the parameters of the shift lengths & breaks prescribed by the *Working Hours* provisions at clause 29 and *Relay Working* provisions at clause 30 of this agreement.

C-5.1.6.2 Consistent with clause 29.6.4 of this agreement, Master Rosters shall be prepared to ensure that breaks are provided for after particular consecutive shift patterns as follows:

- a break of at least thirty-six (36) hours after being rostered to work four (4) consecutive shifts of ten (10) hours or more.
- a break of at least thirty-six (36) hours after being rostered to work more than ten (10) consecutive shifts.

For the purpose of this provision, "consecutive shifts" are shifts where the break between shifts is less than twenty-four (24) hours.

C-5.1.7 Master Roster Feedback

Proposed Master Roster changes shall be displayed in accordance with clause C-5.1.5 for employees to have the opportunity to provide feedback through the rostering committee on the Master and, where appropriate, may suggest changes to the Master Roster, through the consultative process established at their Depot.

C-5.2 Operational Roster Considerations

An Operational Roster will be developed closer to the commencement of the roster period. This roster will more closely reflect the actual operational requirements of the business taking into account circumstances at that time such as customer needs, staffing levels and leave.

C-5.2.1 Posting of Operational Rosters

Operational rosters for the roster cycle will be posted nine (9) days in advance in depots where the work is known; Berrimah, Whyalla, Thevenard and Port Augusta. In depots where the working is variable; Dry Creek and Port Lincoln best endeavours will be made to have the roster posted by the Tuesday before commencement of the roster. Different timeframes may be agreed to at each Depot if it meets the needs of the business and of the employees at the Depot.

The parties realise outside influences in those depots best endeavours to get it out.

C-5.2.2 Shift Changes

C-5.2.2.1 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 (eg. start times) or changes to shift lengths.

C-5.2.2.2 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;
- 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.

C-5.2.2.3 In the event the employer needs to change the start or book on time of an employee due to late /early trains or other changes to train schedules the employer can do so with the following conditions:

a) Cannot bring the employees start time forward more than two (2) hours;

b) Cannot push the employees start time back more than four (4) hours.

If the change to the rostered start time is greater than above the employee has the right to refuse or to accept the new start time. In the event they refuse the start time, the employee will be either offered alternative work within the time limits above or an alternative shift will be rostered.

C-5.2.2.4 Balancing of shifts during the roster cycle may occur due to changed operational requirements. However, an employee who works an additional shift or shifts shall not have his / her rostered shifts balanced with other employees purely for the purpose of reducing the first employee's hours for the roster cycle.

C-5.2.2.5 Subject to operational requirements, fatigue management principles, consent by their supervisor and providing the arrangement is cost neutral to the business, employees may mutually exchange shifts.

C-5.2.3 Clearing of and Returning from Annual Leave

C-5.2.3.1 A key objective of these rostering principles is to provide employees with the highest possible level of certainty, particularly with regard to RTO.

C-5.2.3.2 Arrangements for the clearing of and returning from annual leave can require adjustments to the allocation of work through the roster, including adjustments of the allocation of work and RTO to other employees.

C-5.2.3.3

C-5.2.3.4 Depot Guidelines should address practices for the clearing of and the returning from annual leave. The guidelines should include protocols for employees starting leave, where they resume on the roster and could also include practices where employees are not rostered to start before 0600 hours on their first shift back from leave unless they are prepared to do so.

C-5.2.3.5 Subject to observing the requirements of the *Annual Leave* provisions at clause 32 of this agreement and in particular clause 32.9, the Depot Consultative process shall consider these issues and the collective preferences of the employees having regard for the potential disruption to the allocation of RTO.

C-5.2.4 Interaction between public holidays and RTO

C-5.2.4.1 The general principle is for RTO to be allocated as per the Master Roster. This results in more certainty and less disruption for both the business and employees in each roster. If RTO falls on a public holiday in accordance with the Master Roster, the RTO will not be moved and the employee will be paid in accordance with clause 36.9 of the *Public Holidays* clause in this agreement.

C-5.2.4.2 It is the intention of this principle that RTO is not moved from other days to public holidays as part of compiling operational rosters. This is particularly the case when there is no, or less, Depot work on the public holiday.

C-6 BLANK LINE ROSTERING

Blank Line Rostering is an alternative method of rostering that may be suitable to particular areas of GWA's operations. The key features of Blank Line Rostering are:

- At the time of the roster being posted for a given cycle employees have only their RTO allocated.
- The majority of train crew work is allocated on a daily basis.
- The commencement time of the next shift and the expected shift length are notified to employees involved prior to, during or at the end of the last shift worked.
- In the event that the next shift is not known by the end of the last shift worked then the employee will be advised of their next shift in a specific 'advice period'. In Blank Line Rostering arrangements in place at other rail operators there are two (2) advice periods (AM & PM) each of ninety (90) minutes duration.
- The employee must be contactable during these advice periods in order to receive advice of their next shifts.
- In the event that an employee has not been advised of their next turn of duty by the end of the appropriate advice period then such day / night will be treated as a non working day.

Blank line rostering may be introduced, through a consultative approach, at depots where such a system is more compatible to the nature of the work of the depots.

The following provides suggested arrangements that may apply for a depot with blank line rostering. Where blank line rostering is implemented, the actual arrangements to apply shall be included in the depot guidelines.

C-6.1 Blank Line Rostering is a form of rostering where, at the time of the roster being posted, the working shifts, or some of the working shifts, are not shown on the roster but are progressively added to the roster as the work becomes known and advised to the employees in accordance with specific notification requirements.

C-6.2 The implementation of Blank Line rostering is generally used at depots with constantly changing operations which do not permit rostering of specific shifts one (1) roster cycle in advance.

C-6.3 In depots where a form of Blank Line (or partial Blank Line) rostering is used the Master Roster is exhibited indicating RTO for the complete roster. In this context, "**the complete roster**" means all the work lines on the roster.

C-6.4 Blank Line rostering may take a number of forms including:

C-6.4.1 total blank line where only the RTO is shown at the start of the roster cycle; or

C-6.4.2 a mixed of blank line and known work plus RTO; or

C-6.4.3 a roster showing work days and RTO where the actual shift times for the work days are advised at a later date; or

C-6.4.4 a mix of the above forms.

C-6.5 Notification of Shifts and Shift Changes

The nature of blank line rostering requires specific shift notification requirements to be observed. If shifts are not advised to employees at the time of posting the roster for the particular roster cycle, notification shall be in accordance with the following:

C-6.5.1 The commencement time of a shift and the expected shift length shall be notified to the employee(s) prior to, during, or at the end of the last shift worked; or

C-6.5.2 If the next shift is not known by the end of the last shift worked then the employee(s) will be advised of the next shift, including the expected duration of that shift, during specified advice periods.

Advice periods shall be determined as part of the consultative process to reflect operational requirements and the collective preferences of the employees. The advice periods shall be included in the Depot Guidelines.

As an indication, advice periods used in other operations are:

- employees required to sign on after 2400 hours and prior to 0600 hours the following day must be contacted in the **"AM"** advice period between **0930 hours and 1100 hours** the day before; and
- employees required to sign on after 0600 hours the following day must be contacted in the **"PM"** advice period between **1600 hours and 1730 hours** the day before.

C-6.5.3 Where the employee has not already been advised, the employee must be contactable during these advice periods in order to receive advice of their next shifts.

C-6.5.4 Where an employee has not been advised of their shift in accordance with these notification requirements, such day shall then be treated as a non working period. If the employee is subsequently called to work during this time the employee shall be paid as if working on a RTO in accordance with the *Additional Hours (OVERTIME) Payments* provisions at clause 21 of this agreement.

C-6.5.5 Once employees have been advised of their next rostered shift, such shift length cannot be shortened except by mutual agreement to a minimum of seven (7) hours.

C-6.5.6 Notification of shifts and shift alterations may be advised by electronic or other means.

C-7 NEW ROSTERING DEVELOPMENTS

New rostering developments, including the implementation or alteration of Blank Line Rostering arrangements, will be considered as new concepts evolve or are put forward as part of the consultative process. Where such concepts are being considered employees will be consulted as part of determining the suitability and applicability of the concept to GWA's operations and the collective preference of the applicable employees.

C-8 ROSTERING PRINCIPLES CHANGES AND DISPUTE RESOLUTION

C-8.1 It is an express term of this agreement (see clause 29.11.1) that these Rostering Principles may be varied during the operation of this agreement through agreement with the affected employees.

C-8.2 In circumstances where there is a dispute about the application of these Rostering Principles or agreement cannot be reached on any proposed variation to the principles resolution may be sought through the *Dispute Resolution Procedure* provided for at clause 38.

APPENDIX D – DOO AND REMOTE CONTROL SHIFT LENGTHS

D-1 INTRODUCTION

Driver Only Operations (DOO) and Remote Control operations maximum rostered shift lengths are provided for at clause 29.3.1 of the agreement and the implementation of some specific DOO operations are subject to clause 29.3.3 of the agreement.

This Appendix is included for the purpose of:

- Clarification of maximum shift lengths based on specific operational circumstances (see Section D-2);
- Detailing DOO operations already in place with agreed shift lengths above those provide for in clause 29.3.1 (see Section D-3);
- Detailing a process for implementing new DOO operations, on a case by case basis, in addition to those provided for in clause 29.3.1 that are not specified at the commencement of this agreement (see Section D-4).

It is not the purpose of this Appendix to deal with the many other regulatory and operational considerations that may be relevant to the implementation of DOO and Remote Control operations.

D-2 MAXIMUM SHIFT LENGTHS BASED ON OPERATIONAL CIRCUMSTANCES

D-2.1 Clause 29.3.1 of the agreement provides for DOO and Remote Control maximum rostered shift lengths based on the different operational circumstances that may prevail. This clause also provides that in some cases the maximum rostered shift lengths may be varied as provided in this Appendix.

D-2.2 Maximum shift lengths and descriptions of the operational circumstances are as follows:

Operational Circumstances	Maximum Rostered Shift
DOO Mainline - These are shifts where the majority of the shift comprises of driving on the mainline.	9 hours
DOO Shunt - These are shifts that comprise of various shunting / yard / terminal operations. These shifts may include some minor traversing of the mainline but do not include mainline operations to and from sidings / terminals separate from the depot.	10 hours
Remote Control - These are shifts that comprise of various shunting / yard / terminal operations. These shifts may include some minor traversing of the mainline but do not include mainline operations to and from sidings / terminals separate from the depot.	10 hours
Mixed DOO (mainline & shunt with or without Remote control) on a case by case basis - These are shifts that comprise of mixed mainline and depot / terminal / yard / siding operations. They are to be determined on a case by case basis having regard for the components of work including the amount of driving on the mainline. These shifts shall not usually involve more than 5 hours driving on the mainline.	Up to 10 hours
Like all other train operations shifts, it is a requirement that these DOO / Remote Control shifts may involve other duties such as; train preparation, ground support, car driving, trip servicing, administrative functions etc.	

D-2.3 Clause 29.3.3 of the agreement provides for consideration of DOO / Remote Control shifts greater than those provided for in clause 29.3.1 to be subject to this Appendix. Specific operations with maximum shift lengths greater than those provided for in clause 29.3.1 that are agreed at the commencement of this agreement are detailed in this Appendix (see Section D-3).

D-2.4 This Appendix relates to shift length considerations for each specified operation and does not convey agreement on any other DOO / Remote Control operations which will be addressed through consultation between GWA and affected employees and, if applicable, the *Dispute Resolution Procedure* (Clause 38).

D-2.5 Clause 29.3.3 of the agreement also provides that any further proposal for DOO / Remote Control operations will be dealt with through this Appendix.

D-2.6 It is the clear understanding of the parties that any DOO / Remote Control shifts that are at or less than those provided for in clause 29.3.1 are not the subject of the shift length considerations detailed in this Appendix.

D-3 DETAILS OF DOO / REMOTE CONTROL SHIFTS ALREADY IN PLACE WITH AGREED SHIFT LENGTHS

D-3.1 DOO shifts already in place:

Depot	Operation	Max. Shift Length
Adelaide	Metropolitan area encompassing Port Adelaide, Islington, Mile End, Pelican Point and Dry Creek (where accredited)	12 hours
Whyalla	Encompassing mainline (Mainline DOO & Remote Control), ore shunter (Remote Control) and hot metal (Remote Control) operations.	10 hours (with the exception of D-3.4)
Port Lincoln	Port Lincoln yard encompassing the Wharf, station yard and locomotive depot.	12 hours

D-3.2 It is further agreed that if the shift lengths at Whyalla are reduced then it will remain an option to revert to twelve-point-five (12.5) hours shifts in circumstances where crew availability issues arise at short notice to ensure a continuous operation is provided at the Whyalla facility.

D-3.3 Further to the provision of clause 29.4.3 concerning the fifty (50) minute extension of DOO and Remote Control shifts in the case of emergency or unavoidable necessity, this extension shall not apply to the specific twelve (12) hour shifts contained in the table at D-3.1 above.

D-3.4 There will be a trial of twelve (12) hour shifts for the Ore Shunter and Hot Metal shifts in Whyalla specified at clause D-3.1. If the employer is satisfied that twelve (12) hour shifts satisfactorily meet operational and safety requirements, and a majority of affected employees agree to work twelve (12) hour shifts, the initiative may be adopted beyond the duration of the trial at the discretion of the employer.

D-4 PROCESS FOR IMPLEMENTING DOO / REMOTE CONTROL SHIFTS ABOVE THOSE PROVIDED FOR IN CLAUSE 29.3.1

D-4.1 In addition to the agreed operations at Section D-3, GWA may seek to introduce other DOO / Remote Control operations with shift lengths greater than those provided for in clause 29.3.1 during the term of this agreement. In such cases the proposals will be considered on a case by case basis through consultation between GWA and affected employees, taking into consideration GWA's and the employees' requirements.

D-4.2 The DOO / Remote Control Case by Case Process

Stage 1 – At the earliest possible time that GWA proposes to implement a DOO / Remote Control operation that has a planned shift length greater than those provided for in clause 29.3.1 GWA shall advise the relevant employees, in writing, of the proposal.

This advice and the start of the consultation process shall commence no later than the time GWA seeks regulatory (accreditation variation) approvals.

Stage 2 – The case by case consultation process shall include GWA detailing its proposal to the employees and the employees having adequate opportunity to put forward any considerations / issues they might have regarding the proposal.

Considerations / issues that may be canvassed might include (but not be limited to): fatigue management (including the time of day considerations), intervals between shifts, maximum weekly hours, workload, trials and risk assessments.

GWA and its employees are committed to working on practical solutions to any issues raised and GWA shall give reasonable consideration to the issues raised by the employees. This may include modification to the proposal or making other changes to accommodate the employees' concerns.

Once the consultation process has been exhausted GWA shall advise the employees in writing to this effect and detail its intention to commence implementation.

Stage 3 – Having complied with the processes in the first two stages GWA may commence implementation of the proposed DOO shifts unless GWA is notified, in writing, by an affected employee that the proposed introduction is not accepted and remains in dispute.

Where there is a notification of a dispute concerning the proposed implementation, the parties to the dispute shall attempt to resolve the matter through the *Dispute Resolution Procedure* (Clause 38 of the agreement).

For the purpose of this process the *Dispute Resolution Procedure* shall commence at Step 3 (Clause 38.1) and if not resolved at this stage may be progressed to Step 4 (Clause 38.1).

In accordance with the *Dispute Resolution Procedure* (Clause 38.6) while the matter is being progressed through the procedure the status quo shall prevail and the services to customers will be maintained.

D-4.3 Consultative Process

Where in this Appendix consultation is required between GWA and employees, the employees may, if they so choose, be represented by the RTBU or other representative.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a) the agreement deals with 1 or more of the following matters:
      (i) arrangements about when work is performed;
      (ii) overtime rates;
      (iii) penalty rates;
      (iv) allowances;
      (v) leave loading; and
   (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
   (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
   (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
   (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
   (a) is in writing; and
   (b) includes the name of the employer and employee; and
   (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   (d) includes details of:
      (i) the terms of the enterprise agreement that will be varied by the arrangement; and
      (ii) how the arrangement will vary the effect of the terms; and
      (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
   (e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
   (a) by giving no more than 28 days written notice to the other party to the arrangement; or
   (b) if the employer and employee agree in writing—at any time.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

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

Major change

(2) For a major change referred to in paragraph (1)(a):

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

(b) subclauses (3) to (9) apply.

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

(4) If:

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

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

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

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

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

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

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

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

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

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

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

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

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

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

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

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

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

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

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

(b) subclauses (11) to (15) apply.

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

(12) If:

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

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

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

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

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

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

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

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

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

END OF AGREEMENT

Genesee & Wyoming Australia

Private & Confidential
13 December 2019

Dear Commissioner Platt

Application by Genesee & Wyoming Australia Pty Ltd (AG2019/4677)
Submissions & Undertaking (s.190 of the *Fair Work Act 2009*)

I, Edward Lawrie, Workplace Relations Specialist, Genesee & Wyoming Australia Pty Ltd, give the following Undertaking with respect to the Application by Genesee & Wyoming Australia Pty Ltd (AG2019/4677):

1. I have the authority given to me by Genesee & Wyoming Australia Pty Ltd to provide this undertaking in relation to the application for the approval of the *Genesee & Wyoming Australia Pty Ltd (SA/NT) Rail Operations Enterprise Agreement 2020* currently before the Fair Work Commission;

2. I understand that each undertaking is to be taken to be a term of the Agreement;

3. I give the following undertaking/s with respect to the Agreement:

Clause 11.3:	**NES Precedence Clause** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
Clause 32.1	**Annual Leave** Where an employee's ordinary hours of work are able to be systematically rostered throughout the twenty-four (24) hours of the day and/or the seven (7) days of the week they will be entitled to 5 weeks paid leave per year.

Yours sincerely

Edward Lawrie
Workplace Relations Specialist

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