



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Genesee & Wyoming Australia Pty Ltd
(AG2016/5768)

GENESEE & WYOMING AUSTRALIA PTY LTD (SA/NT) ROLLINGSTOCK MAINTENANCE ENTERPRISE AGREEMENT 2016

Manufacturing and associated industries

COMMISSIONER CIRKOVIC

MELBOURNE, 11 NOVEMBER 2016

Application for approval of the Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

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

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), Australian Rail, Tram and Bus Industry Union and Communications, Electrical, Electronic, Energy, Information, Postal,

Plumbing and Allied Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement was approved on 11 November 2016 and, in accordance with s.54, will operate from 18 November 2016. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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Annexure A



Genesee & Wyoming Australia Pty Ltd

7 November 2016

Attention: Associate to Commissioner Cirkovic
Fair Work Commission
PO Box 1994
MELBOURNE VICTORIA 3001

Dear Fair Work Commission,

Written Undertaking: Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016

In accordance with section 190 of the *Fair Work Act 2009* (Cth), the employer Genesee & Wyoming Australia Pty Ltd (ACN 079 444 296) (GWA) provides the following undertaking in respect of the Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016 (Agreement):

Clause 41 – Dispute Resolution Procedure

GWA undertakes that the dispute resolution procedure as contained at clause 41 of the Agreement applies to any matters arising under the enterprise agreement and in relation to the National Employment Standards.

Clause 35.2 – Entitlement to Concurrent Leave

Omit clause 35.2.2 of the Agreement:

"35.2.2 An employee is entitled to a period of 3 paid days and up to 12 unpaid days concurrent leave at the time of the birth of the employee's child or placement of the employee's adopted child."

And replace it with the following clause 35.2.2:

"35.2.2 An Employee may be entitled to receive up to 8 weeks unpaid concurrent leave in accordance with the NES (NES concurrent leave). Should the Employee qualify for NES concurrent leave, then subject to clause 35.2.4, the Employee will be entitled to be paid for a maximum of 3 days that fall within the NES concurrent leave period (paid at the Employee's base rate of pay). The Employee may be eligible to access other paid leave during the NES concurrent leave period."

Omit clause 35.2.3 of the Agreement:

"35.2.3 Concurrent leave must be taken at or after the birth or placement of an adopted child, but must not end more than three weeks after the date of the birth or placement of an adopted child."

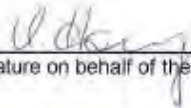
And replace it with the following clause 35.2.3:

"35.2.3 Concurrent leave must not start before the birth or placement of an adopted child and must be taken within 12 months of the birth or placement of an adopted child. Each period of NES concurrent leave (up to the maximum of 8 weeks) must not be shorter than 2 weeks."

Genesee & Wyoming Australia Pty Ltd ABN 17 079 444 296
Level 3, 33 Richmond Road, Keswick SA 5035 PO Box 309, Marleston DC SA 5033
Tel: (08) 8343 5455 Fax: (08) 8343 5454 Web: www.gwm.com

SIGNATURE

Signed on behalf of Genesee & Wyoming Australia Pty Ltd (ACN 079 444 296):


Signature on behalf of the Employer

Vanessa Hoey
Name of person authorised to sign

9 11 2016
Date

Director Human Resources
Authority to sign (position)

Level 3/33 Richmond Road, Keswick
Address

5035
Post Code



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 this agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016

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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) Rollingstock Maintenance Enterprise Agreement 2016 (this Agreement).

2 PARTIES TO THIS AGREEMENT

The parties to this Agreement are:

- a) Genesee & Wyoming Australia Pty Ltd (GWA) referred to as (the Company/Employer);
- b) the Employee's engaged to perform rollingstock maintenance work by the Company for both on-site and off-site operations who are engaged in the classifications prescribed in clause 15 of this Agreement (the employees);
- c) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)
- d) Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia (CEPU) (South Australian Branch); and
- e) The Australian Rail Tram and Bus Industry Union (RTBU) (SA/NT Branch).

3 APPLICATION OF THIS AGREEMENT

This Agreement shall apply at the Company's locomotive and rollingstock maintenance facilities in South Australia and the Northern Territory to work done by all employees and shall cover:

- a) the Employees;
- b) the Company/Employer;
- c) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU);
- d) Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia (CEPU) (South Australian Branch); and
- e) The Australian Rail Tram and Bus Industry Union (RTBU) (SA/NT Branch).

4 DURATION OF THIS AGREEMENT

This Agreement will commence to operate in accordance with the Fair Work Act being seven (7) days after the Fair Work Commission makes a decision to approve the Agreement. The nominal expiry date of this Agreement is 30 June 2019.

5 RENEWAL OF THIS AGREEMENT

The parties will convene five (5) months prior to the nominal expiry date of this Agreement to negotiate a replacement Agreement. If no Agreement has been made prior to the nominal expiry date of this Agreement, this Agreement will remain in force until such time as a new Agreement has been made.

6 INCORPORATION OF THE MANUFACTURING AND ASSOCIATED INDUSTRIES AND OCCUPATIONS AWARD 2010

- 6.1 This Agreement incorporates the terms of the Manufacturing and Associated Industries and Occupations Award 2010 (the Award) as varied during the life of this Agreement; provided that the terms of this Agreement will prevail where it is inconsistent with the incorporated terms of the Award.
- 6.2 This Agreement supersedes any other Award, agreement, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the introduction of this Agreement and which regulated the terms and conditions of employment of employees covered by this Agreement.

7 DEFINITIONS

In this Agreement, the following definitions shall apply:

the Award	means the Manufacturing and Associated Industries and Occupations Award 2010, as varied during the life of this Agreement.
Casual Employee	means an employee engaged and paid as such in accordance with this Agreement.
Consultative Committee	means the committee constituted and convened in accordance with clause 40 of this Agreement.
Continuous Shift Worker	means an employee who is continuously rostered to work shifts 24 hours a day for seven (7) days a week and regularly works on Sundays and public holidays.
Facility	means rollingstock maintenance facilities operated by the Company in South Australia and the Northern Territory.
Manager	means the person appointed as manager of the facility.
NES	means the National Employment Standards as set out in or determined pursuant to the Fair Work Act 2009 as amended from time to time. The NES will prevail over this Agreement where, in a particular respect, it provides a more favourable outcome for employees as prescribed in accordance with the Fair Work Act 2009.
Rostered Shift	means any shift of which the employee concerned has had at least 48 hours' notice.
Supervisor	means an employee who supervises the activities of any employees covered by this Agreement.
Union(s)	means the AMWU, CEPU, RTBU

8 OBJECTIVES OF THIS AGREEMENT

The objectives of this Agreement are to:

- a) Achieve internationally competitive engineering facilities, with a multi-skilled and highly motivated workforce with a focus on achieving commitment to delivery, product quality, measurable/demonstrable productivity gains, cost efficiency and teamwork, for the mutual benefit of the business, its employees, shareholders, clients and the community.
- b) Ensure the ability of the Company to fulfil its obligations for the maintenance and overhaul of rollingstock to its clients.
- c) Develop a working environment that will contribute to the achievement of the above by encompassing employee participation through a consultative committee, in decision making, pride in quality, safe working practices, continuous improvement in product quality, reliability and customer service, flexible work patterns and multiskilling.
- d) Quality Management and Environmental principles will apply, as part of an ongoing best practice continuous improvement program, and every employee at the facility is responsible for implementing these requirements in their area of responsibility.
- e) Accreditation of ISO9001 is to be undertaken and maintained as part of a quality assurance program.
- f) Accreditation of ISO14001 is to be undertaken as part of environmental commitment and accreditation.

- g) Establish a framework to enable employees to achieve these objectives and to enable them to identify and solve problems as well as initiate or suggest improvements to work design, processes and procedures, leading to productivity improvements and increased job satisfaction;
- h) To create and enhance a culture of continuous improvement.
- i) To establish a clear understanding by employees of the goals and objectives of the Company.
- j) To select the best person for the job at all levels of the Company and to invest in those persons potential through relevant training, reclassification and job enhancement. Over the life of this agreement, management and the employee consultative committee will review job opportunities and training requirements to determine how best to create a career development path.
- k) Achieve job security for employees.
- l) Develop a flexible workforce and flexible working environment.

PART 2 – CONTRACT OF EMPLOYMENT AND RELATED MATTERS

9 TYPES OF EMPLOYMENT

9.1 General

Employees may be engaged on a full time, part time, fixed term or casual basis. Every contract of employment entered into will specify whether the employment is full time, part time, fixed term or casual.

9.2 Casual Employment

- 9.2.1 A casual employee is one engaged and paid as such.
- 9.2.2 The Company may employ persons on a casual basis. The purpose of casual employment is primarily to meet abnormal peak demand needs and maintain efficiency. Casuals are not restricted in the scope of work they perform. However, they must work within their skill base or be provided with adequate training to perform the task.
- 9.2.3 Casual employees working ordinary time between Monday to Friday shall be paid per hour one thirty-eighth of the weekly rate of pay for the appropriate classification for the work performed as defined in subclause 16.3 and a loading of 25% for all ordinary time worked. The loading paid in this subclause is in lieu of annual leave, sick leave and public holidays. Except in the circumstances provided for in subclause 9.2.6, the loading constitutes part of the casual employee's all-purpose rate.
- 9.2.4 Casual employees shall be engaged by the hour and terminated by either the Company or the employee providing one hours' notice.
- 9.2.5 Casual employees shall be provided with a minimum of 7.6 hours employment on each engagement.
- 9.2.6 The rate for casuals for work performed on weekends and on public holidays will be the hourly rate for the relevant classification of full time or part time employees as defined in subclause 16.3.

9.3 Part time Employment

- 9.3.1 A part time employee is an employee who is employed for fewer than 38 hours per week. A part time employee is entitled to receive the benefits of a full time employee on a pro-rata basis.
- 9.3.2 Before commencing part time employment, the Company and employee must agree upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work. These part time arrangements may be varied by agreement between the Company and the employee concerned.
- 9.3.3 Overtime for part time employment will be paid when the employee works in excess of the agreed hours.

9.4 Fixed Term or Fixed Task Employment

- 9.4.1 In order to meet variations in service requirements the Company may engage, at its discretion, persons for a specific period of time or for a specified task or tasks.
- 9.4.2 Fixed term and fixed task employees may work the same or similar rosters and receive the same entitlements as full time employees for the duration of their contract of employment save that employees engaged for a fixed term will not qualify for any redundancy payments as prescribed in clause 14.

10 EQUAL OPPORTUNITY

The Company's policy shall at all times embrace the principles of equal opportunity and fair treatment, in particular the Company will recruit, train and promote persons in all job titles without regard to sex, race, political or religious beliefs, or any other discriminatory basis inconsistent with Federal or State law.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 11.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement (the flexibility arrangement) provided that the flexibility arrangement:
 - a) Is genuinely agreed to by the Company and the individual employee;
 - b) Only varies the terms prescribed in subclause 11.2; and
 - c) Does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 11.2 The 'Hours of Work' clause in this Agreement that may be varied by a flexibility arrangement.
- 11.3 For the flexibility arrangement to come into operation, it must:
 - a) Be in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b) State each term of this Agreement that the Company and the individual employee have agreed to vary;
 - c) Detail how the application of each term has been varied by the flexibility arrangement between the Employer and the individual employee;
 - d) Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment;
 - e) State how the flexibility arrangement can be terminated; and
 - f) State the date the flexibility arrangement commences.
- 11.4 The Company will give the individual employee a copy of the flexibility arrangement and keep the agreement as a time and wages record.
- 11.5 The flexibility arrangement may be terminated:
 - a) By the Company or the individual employee giving 28 days' notice of termination, in writing, to the other party; or
 - b) At any time, by written agreement between the Company and the individual employee.

12 PROBATIONARY PERIOD

- 12.1 New employees, with the exception of casual employees, will be employed on the basis that they are subject to the successful completion of three months' probation (the probationary period). During the probationary period either the Company or the employee can terminate the employment by giving one weeks' notice or pay in lieu thereof or a lesser period of notice by mutual agreement.

- 12.2 The period of probationary employment will count towards the calculation of all entitlements under this Agreement.
- 12.3 New employees, including casual, part time and term employees, as defined in subclauses 9.2, 9.3, and 9.4 will be required to attend an induction training program in the first week of their engagement, as far as practicable. The Company will provide all employees with a copy of this Agreement and access to its online document management system.

13 TERMINATION OF EMPLOYMENT

13.1 Notice of Termination by the Company

- 13.1.1 In order to terminate the employment of an employee, the Employer shall give to the employee the following notice.

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
Over 3 years	4 weeks

- 13.1.2 Payment in lieu of notice shall be made if appropriate notice period is not given.
- 13.1.3 Employees over the age of 45 years will receive an additional one week's notice period.
- 13.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had his or her employment not been terminated, shall be used.

13.2 Notice of Termination by the Employee

- 13.2.1 The notice of termination required to be given by an employee shall be the same as for the Company, see subclause 13.1 (except that the requirement for providing an additional weeks' notice for employees over the age of 45 shall not apply).
- 13.2.2 If an employee fails to give notice, the Company shall have the right to withhold monies due to the employee, with a maximum amount equal to the ordinary time rate of pay for the period of notice.

13.3 Withholding Payment

- 13.3.1 The Company may withhold monies due to the employee, up to the maximum value of any Company property held by the employee, until such property is returned in an undamaged state.

14 REDUNDANCY

14.1 Discussions Before Termination

- 14.1.1 Where the Company has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees relevant consultative committee representative.
- 14.1.2 For the purposes of the discussion the Company will as soon as practicable, provide in writing to the affected employees and unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. The Company shall not be required to disclose confidential information, the disclosure of which would be prejudicial to its interests.

14.2 Severance Pay

14.2.1 In addition to the period of notice prescribed for ordinary termination in subclause 13.1, an employee whose ordinary hours of work employment is terminated for reasons set out in subclause 14.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service, an additional allowance of 25% will be applicable for employees aged 45 years or over who have been employed by the Company for a period in excess of twelve months.

Years of continuous service	Severance pay in weeks
0 - 1	1
1 - 2	5
2 - 3	8
3 - 4	10
4 - 5	13
5 - 6	15
6 - 7	18
7 - 8	20
8 - 9	22.5
9 - 10	25
10 - 11	27.5
11 - 12	30
12 - 13	32.5
13 - 14	33.5
14 - 15	34.5
15 - 16	35.5
16 - 17	36.5
17 - 18	37.5
18 - 19	38.5
19 - 20	39.5

14.2.2 In addition to the entitlements payable in subclauses 13.1 and 14.2, an employee shall be entitled to a further severance payment of 50% of their accumulated personal sick and carer's leave entitlement at their ordinary rate of pay at the date of their termination.

14.3 Employee Leaving During Notice

14.3.1 An employee whose employment is terminated for reasons set out in subclause 14.1 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

14.4 Alternative Employment

14.4.1 The Company in particular redundancy cases, may make application to the Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

14.5 Time off During Notice Period

- 14.5.1 During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment provided this does not unduly interfere with production requirements.
- 14.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.
- 14.5.3 For this purpose a statutory declaration will be sufficient.

14.6 Notice to Centrelink

Where a decision has been made to terminate 15 or more employees in the circumstances outlined in clause 14 hereof, the Company shall notify Centrelink as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

14.7 Employees Exempted

Clause 14 shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

PART 3 – CLASSIFICATIONS AND REMUNERATION

15 CLASSIFICATIONS

15.1 Procedure for Classifying Employees

Except for the Special Class Maintainer position (see subclause 15.3.2), the procedures for reclassifying employees under this Agreement are set out in the National Metal and Engineering Industry Competency Standards Implementation Guide distributed by the Manufacturing Skills Council.

15.2 Classification Levels

The classification levels for employees are set out below:

Level	Relevant Competency Standard Points
C14	No minimum points required
C13	No minimum points required
C12	32 points
C11	64 points
C10	96 points
C9	C10 + 12 points
C8	C10 + 24 points
Special Class Maintainer	C10 + 24 points and Company appointment
C7	C10 + 36 points
C6	C10 + 48 points
C5	C10 + 60 points

15.3 Career Development

15.3.1 General

- 15.3.1.1 The Company typically requires employees with classifications up to and including C8. The higher levels of classification tend to have more specialised technical skill sets and are not required by the Company.
- 15.3.1.2 The Company operates in an environment where the skills of employees are important to its overall success. The company will, from time to time, offer training and skill improvement programs which will assist and advance the capabilities of individuals in line with the needs of the business.

15.3.2 Special Class Maintainer (SCM)

- 15.3.2.1 The Company may at its discretion, based on the needs of the business and the assessment of suitable and available employees, appoint employees to the role of SCM. To avoid doubt, there will be no automatic progression or right to the appointment of SCM.
- 15.3.2.2 The role of SCM will be developed and tailored to the needs of each facility in order to maximise the benefits to the Company and to enable suitable employees to maximise the contribution of their skills and ability. Typical requirements of the SCM position include, but are not limited to:
 - a) Commitment to safety;
 - b) Broader range of skills to allow multitasking;
 - c) Leadership skills to organise and take responsibility for tasks;
 - d) Communication skills to enable better work with other people;
 - e) Customer service skills for liaising with customers;
 - f) Problem solving skills;
 - g) Initiative;
 - h) Commitment to completion; and
 - i) Quality of work.

- 15.3.2.3 SCMs will be paid the wage rate prescribed in subclause 16.3.1

15.3.3 Special Purpose Non-trade

- 15.3.3.1 The Company may, at its discretion, appoint non-trade employees to the role of Special Purpose Non-trade. The additional tasks of the Special Purpose Non-trade will not require a trade qualification however, the tasks will be relevant to the:
 - a) Quality of work produced;
 - b) Risk associated with poor outcomes; and
 - c) Commitment to customer service.
- 15.3.3.2 The role of Special Purpose Non-trade will be developed and tailored to the needs of each facility in order to maximise the benefits to the Company and to enable suitable non trade employees to maximise the contribution of their skills and ability.
- 15.3.3.3 The rate of pay for the role of Special Purpose Non-trade will be the C10 rate + 50% of the difference between the C10 and the C11 rate.

15.4 Multi Skilling / Trade Cross-Skilling

- 15.4.1 Employees will be required to perform all tasks necessary for the effective repair, maintenance and operation of the rollingstock and the facility including, general housekeeping and cleaning duties, provided that no employee shall be expected to undertake work which does not fall within their skill competence, ability and training.

15.4.2 All employees may be required to be licensed and be called upon to operate equipment and carry out tasks such as, but not limited to:

- a) Operate forklifts, small mobile cranes and overhead cranes;
- b) Operate locomotives between the mainline holding bay and the workshop;
- c) Degreasing, wash down etc.;
- d) Cleaning, general housekeeping; and
- e) Minor lubrication.

16 WAGES

16.1 Pay Period

- 16.1.1 Wages will be paid fortnightly into financial institutions nominated by the employee, which accept Electronic Funds Transfer Payments. Such payments will be made on the Thursday following the close of the pay period.
- 16.1.2 The Company retains the right to alter the nominated day for Electronic Funds Transfer payments provided 28 days' notice is given by the Company of such change.
- 16.1.3 An employee who has had his or her employment terminated shall receive their entitlements under this Agreement on the day of termination or forwarded by post as far as practicable on the next working day.

16.2 Pay Errors

Any pay errors will be rectified as quickly as possible. Any individual hardship resulting from pay errors may be brought to the attention of the Manager for consideration. Any agreement between the Company and the employees as a result of a pay error will be on a case by case basis.

16.3 Calculation of Wages

16.3.1 Wage levels and agreed increases over the life of this Agreement are as follows:

Classification	Establishment Wage	Wage Increases		
		1/01/2016	1/07/2016	1/07/2017
				1/07/2018
			2%	2%
				0%
C13	\$ 28.3467	\$ 28.92	\$ 29.50	\$ 29.50
C12	\$ 30.2100	\$ 30.82	\$ 31.44	\$ 31.44
C11	\$ 31.9408	\$ 32.58	\$ 33.24	\$ 33.24
C10	\$ 34.5680	\$ 35.26	\$ 35.97	\$ 35.97
C9	\$ 36.2990	\$ 37.03	\$ 37.77	\$ 37.77
C8	\$ 38.0224	\$ 38.79	\$ 39.56	\$ 39.56
SCM	\$ 42.3303	\$ 43.18	\$ 44.05	\$ 44.05

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

16.3.3 Wage levels compensate fully for:

- a) All competencies possessed and required to be exercised
- b) Tool allowance
- c) Disability allowances
- d) Supplementary payment
- e) Annual leave loading

16.3.4 Legitimate and unforeseen expenses not provided for in this Agreement and incurred in the course of company business will be assessed on a case by case basis and reimbursement of such expenses will be subject to the determination of the employee's manager.

16.4 Apprentices

Apprentices engaged either directly or indirectly by the Company shall be paid the applicable percentage of the C10 tradesperson rate in the table below:

4 year term apprenticeship	% of C10 level of clause 16.3.1
First	42%
Second	55%
Third	75%
Fourth	88%

17 SUPERANNUATION AND INCOME PROTECTION

- 17.1 Provided that there shall be no cost to the Company, the Company shall provide Income Protection Insurance to those employees who elect to take it up through WageGuard or other providers as agreed to by the parties. If the election is made, the employee must authorise the deduction of the income protection insurance from their salary by completing the relevant documentation and provide that documentation to the Company.
- 17.2 The Company will abide by the provisions of the Superannuation Guarantee legislation.
- 17.3 Contributions made in accordance with that legislation will be paid into the employee's nominated fund. Employees may nominate one fund only, to receive superannuation deposits. If no fund is nominated by the employee, then the Company will open an account for the employee with Australian Super which will be the default fund for Employer Superannuation deposits.
- 17.4 During the operation of this Agreement, employees may choose to have additional contributions of a fixed amount, each pay, deducted from their pretax income.
- 17.4.1 Employees will be given the opportunity to adjust the amount elected for contribution to salary sacrifice, or change the nominated fund, once every 12 months, effective from 1 July each year.
- 17.4.2 Additional contributions will be treated in the fund as Company contributions for both taxation and preservation purposes.
- 17.4.3 Employees will be responsible for obtaining their own financial and legal advice, and to make themselves aware of all requirements before entering into salary sacrifices.

18 OVERNIGHT ACCOMMODATION AND TRAVEL ALLOWANCE

18.1 Travel allowance - no overnight stay required

If an employee is required to work at other locations that are not within reasonable proximity of their normal place of work and the employee is not required to stay overnight the employee shall either:

- Travel during ordinary working hours; or
- If required by the Company to start and/or finish work at the relevant site at the employee's normal start and finish times the employee will be paid fares and travelling as per Company policy.

18.2 Travel Allowance - overnight accommodation required (other than remote locations)

18.2.1 Accommodation

Where an employee is required to reside overnight at a location away from their normal place of work the minimum standard for accommodation will be 3 star, if it is available.

18.2.2 Meal Money

- 18.2.2.1 Where an employee is required to reside overnight at a location away from their normal place of work the employee will be entitled to a payment of:

Meal Money Payment			
Type	1/07/2016	1/07/2017	1/07/2018
Breakfast	\$ 30.02	\$ 30.62	\$ 30.62
Lunch	\$ 30.02	\$ 30.62	\$ 30.62
Dinner	\$ 60.04	\$ 61.24	\$ 61.24

- 18.2.2.2 The above payments will only be payable while the employee is away from their normal place of work or home. No meal money will be payable prior to the employee's departure or upon the employee's return.
- 18.2.2.3 Where possible, the employee may charge their meals to their hotel room, which will be paid for by the Company, provided that the total charge per meal does not exceed the amounts set out in this clause.
- 18.2.2.4 The amounts payable in subclause 18.2.2.1 have been increased as at the same date and by the same percentage as the wage increases.

18.2.3 Incidentals

- 18.2.3.1 In addition to the meal money, employees will be entitled to one payment per day for incidentals, paid at the following rates:

Incidentals Payment			
	1/07/2016	1/07/2017	1/07/2018
Payment	\$ 27.09	\$ 27.63	\$ 27.63

- 18.2.3.2 The amounts payable in subclause 18.2.3.1 have been increased as at the same date and by the same percentage as the wage increases.

18.2.4 Special Projects

Provision for special projects or assignments may be arranged on a case by case basis.

18.3 Travel Allowance - Remote Locations

- 18.3.1 Where an employee is required to reside overnight at a remote location for derailments/recovery or emergency customer support with no township facilities available, an allowance will be paid per day, in accordance with the below table:

Travel Allowance – Remote Locations			
	1/07/2016	1/07/2017	1/07/2018
Allowance	\$ 134.19	\$ 136.88	\$ 136.88

- 18.3.2 The amounts payable in subclause 18.3.1 have been increased as at the same date and by the same percentage as the wage increases.

PART 4 – WORKING ARRANGEMENTS

19 HOURS OF WORK

19.1 Hours of Work

- 19.1.1 An objective of this Agreement is that both plant and labour are utilised in the most efficient and flexible manner to effectively meet the operational needs of the business.
- 19.1.2 Rosters will be developed by the Company subject to consultation with employees, to meet the above mentioned objective.
- 19.1.3 From time to time roster systems or roster cycles will need to be varied. In the absence of agreement by the majority of employees directly affected to do so earlier, the Company may do so with not less than one week's notice.
- 19.1.4 Ordinary day work or shiftwork hours during any week may be worked on any day Monday to Saturday. Ordinary hours worked on Saturday shall attract 50% penalty.
- 19.1.5 The spread of ordinary day work hours shall be 6am to 8pm.
- 19.1.6 From time to time day work or shift work starting and finishing times will need to be varied. In the absence of agreement by the majority of employees directly affected to do so earlier, the Company may do so with not less than 24 hours' notice.
- 19.1.7 Overtime worked shall be at the discretion of the Company and those employees required to work overtime will be selected based on specific nature of the work and their specific competencies.

19.2 Rostered Days Off

- 19.2.1 This clause will only apply where a majority of the employees at a facility agree to arrange their ordinary hours in order to accrue a rostered day off (RDO) in accordance with this clause.
- 19.2.2 The ordinary hours for full time employees shall be 8.0 hours per day with 0.4 hours accruing towards a scheduled RDO in each 4 week cycle. Shifts will be arranged so that the additional 0.4 hours will be worked at the end of each shift. No alterations to shift commencement times will be made for the purposes of RDO accruals.
- 19.2.3 For each site which elects to implement an RDO, the RDO schedule will be developed collaboratively between the Manager and the site Consultative or HSE committee by the end of November in each year for the following calendar year. There will be no substitution or alteration to the scheduled RDO. No RDOs will be scheduled to fall on a public holiday.
- 19.2.4 Where an employee is requested to work on their RDO, the employee will be paid:
 - a) Overtime rates in accordance with clause 21.3(a) for all hours worked on the RDO; and
 - b) Their accrued RDO hours at ordinary time rates.
- 19.2.5 Where the scheduled RDO falls on a public holiday, the employee will be entitled to the public holiday in accordance with clause 22.1 and will also be paid out their accrued RDO hours at ordinary time rates.
- 19.2.6 For the avoidance of doubt, there will be no banking of RDOs.

19.3 Special Availability Allowance (by written agreement of the parties only)

Where an employee has been requested and agrees to be available to respond to a call back within a reasonable time, the employee will be paid a Special Availability Allowance of 4 hours at the employee's ordinary rate of pay for any one 24 hour period.

19.4 Rosters to be based upon Maintenance/Service Requirements

Rosters will be largely based upon the schedule of maintenance cycle of rollingstock or any other product that the Company may elect to maintain but may be varied to meet the requirements of unscheduled repair work. However, different sections of the plant may work varying rosters to suit particular maintenance needs.

19.5 Ordinary Hours of Work - Rostered Hours

Ordinary rostered hours will be worked over any days of the week between Monday to Saturday inclusive and shall commence at, between 6am and finish no later than 8pm. Employees may be required to start at an earlier time by agreement.

19.6 Hours to be worked

The rostered hours to be worked on any day (excluding emergency situations) may be less than but not exceed twelve hours. The maximum amount of hours to be worked in one week by an employee is 6 shifts or 60 hours.

19.7 Notice of Change to Roster Cycle and Weekly Rostered Hours

- 19.7.1 The Company will consult with relevant employees and give 14 days' notice of any change to the rostered cycle, provide 48 hours prior notice of any change to weekly rostered hours and one day's notice of any change to planned daily extended hours.
- 19.7.2 If the Company gives less than 48 hours' notice of a requirement for an employee to work a shift other than a rostered shift then the employee will be paid for such shift at the following rate:
 - a) For continuous shift work at the rate of 200% (double time) of the ordinary time rate; or
 - b) For others at the rate of 150% (time and one half) of the ordinary time rate for the first three hours and 200% (double time) of the ordinary time rate thereafter.
- 19.7.3 Provided that these rates will not apply when the shift is worked:
 - a) By arrangement between the employees themselves;
 - b) For the purposes of effecting the customary rotation of shifts; or
 - c) On a shift to which the employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the Employer to deduct payment for the day.

20 SHIFT WORK & ALLOWANCES

20.1 Afternoon Shift - Method of Working Shifts

The Afternoon shift as defined in subclause 20.2 will be worked on the same basis as subclauses 19.1, 19.4, 19.5 and 19.6 and shall be worked Monday to Saturday.

20.2 Definition of Afternoon Shift

Afternoon shift means any shift finishing after 8pm and at or before midnight. These times may be altered by mutual agreement, between the Employer and a majority of employees concerned, by up to one hour at either end of the span.

20.3 Afternoon Shift Allowance

- 20.3.1 A shift worker on afternoon shift shall be paid for such shift at the rate of 15% more than their ordinary day shift rate.
- 20.3.2 Provided that an employee who works on an afternoon shift which does not continue:
- a) for at least five successive afternoon shifts or six successive afternoon shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - b) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with the ordinary hours of work);
- shall be paid for each shift at the rate of 150% (time and one half) of the ordinary time for the first three hours and 200% (double time) of the ordinary time rate thereafter.

20.4 Rotation of Shift

Afternoon shift may rotate with day or night shift.

20.5 Night Shift - Method of Working Shift

The Night shift as defined in subclause 20.6 will be worked on the same basis as subclauses 19.1, 19.4, 19.5 and 19.6 and shall be worked on Monday to Sunday.

20.6 Definition of Night Shift

Night shift means any shift finishing subsequent to midnight and at or before 5am. These times may be altered by mutual agreement between the Employer and a majority of the employees concerned by up to one hour at either end of the span.

20.7 Night Shift Allowance

- 20.7.1 An employee who works on any night shift shall be paid for such shift at the rate of 22.50% more than their ordinary day shift rate.
- a) Provided that an employee who works on a night shift which does not continue:
 - b) for at least five successive night shifts or six successive night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - c) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with the ordinary hours of work);
- shall be paid for each shift at the rate of 150% (time and one half) of the ordinary time rate for the first three hours and 200% (double time) of the ordinary time rate thereafter.

20.8 Saturday

- 20.8.1 A shift worker undertaking their ordinary rostered shift hours between midnight Friday and midnight Saturday shall be accredited working hours at the rate of 50% more than their ordinary day shift rate for the time worked between midnight Friday and midnight Saturday.

20.8.2 Alternate Shift Rosters

Subject to the Company's occupational health and safety policies and procedures, Day, Afternoon and Night shifts may be worked in any alternative shift rosters up to twelve hours of time worked.

20.9 No Extra Penalty Rates

The penalty rates prescribed in subclause 21.3 are in lieu of the shift allowance.

20.10 No Compounding of Penalty Rates

There will be no compounding or double counting of penalty rates in this Agreement.

21 EXTENDED TIME

21.1 Criteria for Working Extended Time

The criteria, which the Company shall apply to determine the allocation of extended time, will be based upon the specific work requirements of the business to meet the service/availability requirements of the client.

21.2 Requirement to Work Reasonable Extended Time

The Company may, at any time, require an employee to work extended hours on any days of the week, provided that notice is given to the employee affected prior to the end of their normal shift.

21.3 Extended Hours

Extended hours shall be compensated for at:

- a) 150% (time and one half) of the ordinary time rate for the first three hours and 200% (double time) of the ordinary time rate thereafter for extended hours worked Monday to Saturday inclusive.
- b) Extended hours worked on a Sunday will be remunerated at 200% (double time) of the ordinary day shift rates for all time worked.
- c) For continuous shift workers the rate for working any extended hours overtime is 200% (double time) of the ordinary time rate.

22 PUBLIC HOLIDAYS

22.1 Payment for public holidays

- 22.1.1 Work performed on a public holiday, except for continuous shift work will be remunerated at 250% of the ordinary day shift rates for all time worked.
- 22.1.2 Continuous shift workers will be remunerated at 200% of the ordinary day shift rate for all time worked.

22.2 Non entitlement to payment for public holidays

An employee will not be entitled to payment with respect to a public holiday where it occurs when an employee is on strike.

23 MEAL BREAKS

23.1 Normal Hours

- 23.1.1 To ensure the efficient programming of production on a daily basis, the timing of taking meal breaks will be left to the discretion of the supervisor.
- 23.1.2 Provided that employees will not be required to work for greater than five (5) hours without a meal break unless by agreement between the Company and the employee to work in excess of five (5) hours but not greater than six (6) hours.

23.2 Extended Time

- 23.2.1 Unless the period of extended time is less than 1.5 hours, an employee, before starting extended hours after working ordinary hours, will be allowed a meal break of 20 minutes, which shall be paid for at ordinary time rates.

23.2.2 The Company and employees may agree to any variation of this provision in order to meet work requirements.

23.3 Night Shift Meal Break

Meal breaks taken on night shift on Monday to Friday nights shall be paid at double time.

23.4 Meal Allowance – Extended time

23.4.1 An employee required to work extended time for more than two (2) hours, following completion of their rostered shift without being notified on the previous day or earlier, shall be paid a meal allowance for each meal break, as per the following table:

Meal Allowance – Extended Time			
	1/07/2016	1/07/2017	1/07/2018
Allowance	\$ 16.45	\$ 16.78	\$ 16.78

23.4.2 If an employee elects not to take a meal break as prescribed above for extended time working, and continues to work, the employee will be paid an additional twenty (20) minutes at ordinary rates in lieu of the meal break, plus the meal allowance. It will be incumbent on the employee to indicate on their timesheet overtime record that a meal break was not taken.

23.4.3 The amounts payable in clause 23.4.1 have been increased as at the same date and by the same percentage as the wage increases.

23.5 Extra Meal Break – Extended time

Employees working extended time following the completion of their rostered shift shall be allowed a meal break of 20 minutes without deduction of pay after each four hours of extended time worked, if the employees continue work after such meal break

24 CALL BACK

An employee recalled to work from home after completing their ordinary shift shall be paid for a minimum of four hours at the following rates:

- a) 150% at ordinary time rates, for the first three hours and 200% at ordinary time rates thereafter; or
- b) for continuous shift workers, 200% of the ordinary time rate.

25 REST PERIOD

- 25.1 Where extended hours are necessary, it shall be so arranged that employees have at least ten consecutive hours off duty (except in extreme emergency situations) between the work of successive days.
- 25.2 An employee who has not had ten consecutive hours off duty between the work of successive days will be released until the employee has had ten consecutive hours off without loss of pay for any ordinary time occurring during such absence.
- 25.3 If instructed by the Company to do so, an employee who resumes or continues work without having ten consecutive hours off duty, will be paid at double time rates until released from duty and then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 25.4 Employees will only be instructed to work pursuant to clause 25.3 if it is safe to do so, and does not contravene the Company's occupational health and safety policies and procedures.

26 PRODUCTION CONTROL AND TIME KEEPING

Employees will record all hours worked through a production control system or other suitable electronic time keeping mechanism.

27 TOOL KITS

- 27.1 The Company will supply and keep in good repair all specialised tools, equipment and machinery necessary for each employee to undertake their duties. Tools must always be kept at the workstation during rostered working hours.
- 27.2 Employees engaged as trades persons are responsible for providing their own tools. While no specific list is mandated, trades persons are expected to provide suitable and appropriate general toolkits.

PART 5 – LEAVE & ENTITLEMENTS

28 NATIONAL EMPLOYMENT STANDARDS

- 28.1 The Fair Work Act 2009 provides for minimum entitlements through the NES.
- 28.2 Clause 29, 30, 31, 32, 33, 34, 35 and 37 describe the NES entitlements and may also provide terms that supplement or are ancillary to the entitlements in the NES.
- 28.3 The parties acknowledge that the entitlements contained in clauses 29, 30, 31, 32, 33, 34, 35 and 37 only apply to the extent that they are not detrimental to an employee when compared with the NES.

29 ANNUAL LEAVE

The accrual and taking of annual leave shall be in accordance with the NES.

29.1 Full and Part time Employees

- 29.1.1 Full time employees are entitled to 4 weeks' (152 hours) of annual leave for each year of continuous service.
- 29.1.2 Part time employees have a pro-rata entitlement to annual leave based on the entitlement of full time employees.
- 29.1.3 Annual leave accrues progressively based on an employee's ordinary hours of work and will be credited on a pro-rata basis at the end of each 4 week period of continuous service.

29.2 Annual Leave Exclusive of Other Prescribed Leave

A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with:

- a) Clause 30 - Long Service Leave;
- b) Clause 31 - Personal Sick and Carer's Leave;
- c) Clause 32 - Compassionate Leave;
- d) Clause 33 - Jury Service Leave;
- e) Clause 34 - Public Holidays;

29.3 Taking Leave

- 29.3.1 Annual leave may normally be taken at times as mutually agreed between the employee and the Company.
- 29.3.2 Employees are required to give the Company four (4) weeks' notice of the proposed date for the taking of annual leave unless the notice period is waived at the discretion of the Company.
- 29.3.3 The Company will not unreasonably refuse a request for annual leave.
- 29.3.4 The Company may require an employee to take leave if the employee has extensive leave accumulated.

29.4 Weekly Wage Rate Inclusive of Annual Leave Loading

Annual leave is to be paid at the Weekly Wage Rate which includes annual leave loading.

29.5 Additional Annual Leave for Continuous Shift Workers

A full or part time employee who is engaged as a Continuous Shift Worker as defined, has a pro-rata entitlement of 1 week (38 hours) of additional annual leave.

29.6 Cashing Out of Annual Leave

An employee may be entitled to receive pay in lieu of their entitlement to annual leave if:

Option 1

- a) the employee has accrued annual leave in excess of 30 days (228 hours); and
- b) the employee makes a written election in writing to the Company to:
 - receive pay in lieu for up to two (2) weeks annual leave; and
 - has at least 20 days of annual leave entitlement remaining after the reduction in leave is paid out; and
- c) the Company authorises that employee's written election.

Option 2

- a) the employee has accrued annual leave in excess of 50 days (380 hours); and
- b) the employee makes a written election in writing to the Company to:
 - receive pay in lieu for up to two (2) weeks annual leave;
 - has at least 20 days of annual leave entitlement remaining after the reduction in leave paid out; and
 - takes the equivalent amount of leave that has been elected to be paid in lieu; and
- c) the Company authorises that employee's written election.

30 LONG SERVICE LEAVE

Long service leave shall be in accordance with the NES however where the below entitlement is better than the NES the below entitlement will apply.

- 30.1 Long service leave shall accumulate at the rate of 13 weeks for every ten years of service and pro-rata thereafter. Long service leave shall be available after seven years' service on a pro-rata basis in accordance with the provisions of the Long Service Leave Act 1987 (South Australia).
- 30.2 For all other conditions, the Long Service Leave Act 1987 (South Australia) shall apply to employees employed in South Australia.
- 30.3 For all other conditions, the Long Service Leave Act 1981 (Northern Territory) shall apply to employees employed in the Northern Territory.

31 PERSONAL SICK AND CARER'S LEAVE

- 31.1 The purpose of making available personal sick and carer's leave is to mitigate against financial hardship for employees resulting from absences due to genuine personal illness or injury; or an illness, injury or unexpected emergency of a member of the employee's immediate family or household that requires the employee to care for or support that person.
- 31.2 An employee's immediate family is as defined in the Fair Work Act 2009 and includes the employee's spouse and a child, parent, grandparent, grandchild or sibling of the employee or of the employee's spouse.

31.3 Entitlement and Accrual

- 31.3.1 Full time employees accrue 10 days of personal sick and carer's leave for each year of continuous service.

- 31.3.2 Part time employees have a pro-rata entitlement to personal sick and carer's leave based on the entitlement of full time employees.
- 31.3.3 Personal sick and carer's leave will be credited on a pro-rata basis at the end of each 4 week period of continuous service for the first year of employment. For subsequent years, personal leave shall be credited on the anniversary date of commencement of employment.
- 31.3.4 An employee may use accrued personal leave to care for or support a member of the employee's immediate family or household who requires care because of a personal injury or illness or support because of an unexpected emergency.
- 31.3.5 Subject to satisfactory proof and notice being provided to the Company, an employee may be entitled to take 2 days of unpaid carer's leave to care for or support a member of the employee's immediate family or household who requires care or support if the employee does not have an accrued entitlement to any other paid personal sick and carer's leave or annual leave or other such leave.

31.4 Taking Personal Sick and Carer's Leave

- 31.4.1 An employee must give satisfactory notification including of the reason for taking personal sick and carer's leave to their supervisor/manager as soon as practicable and generally prior to the commencement of their shift.
- 31.4.2 Personal sick and carer's leave is subject to satisfactory proof being provided to the Company of the employee's illness or injury, or the illness, injury or unexpected emergency of a member of the employee's immediate family or household. The Company will waive its right to require an employee to provide a medical certificate or statutory declaration if unable to work because of injury or personal illness for absences of up to and including four (4) single days per year. This waiver is subject to the employee not being absent immediately before or after annual leave, long service leave or a Public Holiday. Furthermore, no more than two (2) single day absences per year are to be taken coinciding with a weekend.
- 31.4.3 The Company may require the employee to provide a medical certificate or statutory declaration for any period of unpaid carer's leave.
- 31.4.4 Personal sick and carer's leave cannot be taken for a period for which the employee receives workers' compensation.
- 31.4.5 Management may also require the employee to undergo counselling.

31.5 Proportionate Sick Leave on Resignation

If an employee resigns from the Company voluntarily (that is not summarily dismissed), that employee will be paid 50% of their accumulated unused personal sick leave and carer's leave entitlements at their ordinary rate of pay at the date of termination.

32 COMPASSIONATE LEAVE

- 32.1 Compassionate leave shall be in accordance with the NES.
- 32.2 On the production of satisfactory evidence being given to the Company, employees other than casual employees, shall be entitled to two (2) days without loss of pay on each occasion (permissible occasion) when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies.
- 32.3 An employee's immediate family is as defined in the Fair Work Act 2009 and includes the employee's spouse and a child, parent, grandparent, grandchild or sibling of the employee or of the employee's spouse.

33 JURY SERVICE LEAVE

- 33.1 Subject to the requirements in this clause, a full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service ('jury service make up pay').
- 33.2 To be entitled to jury service make up pay, an employee must:
- a) notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service;
 - b) provide the Company with:
 - evidence that the employee has taken all necessary steps to obtain any amount of jury service pay for their court attendance;
 - evidence of attendance;
 - the duration of such attendance; and
 - the amount received in respect of such jury service.

34 PUBLIC HOLIDAYS

34.1 Gazetted Holidays

An employee other than casual employees shall be entitled without loss of pay to the following gazetted public holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday;
- d) Easter Saturday;
- e) Easter Monday;
- f) Anzac Day;
- g) Queen's Birthday;
- h) Labour Day;
- i) Christmas Day;
- j) Boxing Day;
- k) For employees in South Australia, any other day declared by or under a law of South Australia to be observed generally within the state or a region of the state as a public holiday, other than a day declared by or under (or determined in accordance with a procedure under) the law of South Australia to be observed as a public holiday in substitution for a day named above or otherwise excluded as a public holiday by the Fair Work Act 2009;
- l) For employees in the Northern Territory any other day declared by or under a law of the Northern Territory to be observed generally within the state or a region of the state as a public holiday; other than a day declared by or under (or determined in accordance with a procedure under) the law of the Northern Territory to be observed as a public holiday in substitution for a day named above or otherwise excluded as a public holiday by the Fair Work Act 2009.

34.2 When Public Holidays fall on a Saturday or Sunday

For the purpose of this Agreement:

- 34.2.1 Where Christmas day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas day and Boxing Day respectively.
- 34.2.2 Where Boxing Day falls on a Saturday the following Monday shall be observed as Boxing Day.
- 34.2.3 Where New Year's day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's day and the said Saturday and/or Sunday shall be deemed not to be holidays.

34.2.4 Where such public holidays fall on a Saturday or a Sunday but are observed on a Monday or Tuesday, payments for working the Saturday or the Sunday will be in accordance with the penalty rates prescribed in this Agreement for working on a Saturday or Sunday. Payments for working on the substituted Monday or Tuesday will be at the penalty rates prescribed in this agreement for working on a public holiday.

34.3 RDO on a Public Holiday

An employee who by the circumstances of the arrangements of their ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall be paid for that day seven (7) hours 36 minutes at ordinary rates.

34.4 Request to Work on a Public Holiday

An employee may be requested to work on a Public Holiday in accordance with the provisions of the Fair Work Act 2009.

35 PARENTAL LEAVE

35.1 Entitlement to Parental Leave Generally

- 35.1.1 Full and part time employees who will have completed at least 12 months continuous service at the date of the expected birth of the employee's child or placement of the employee's adopted child and eligible casual employees, will be entitled to parental leave in accordance with the NES.
- 35.1.2 This means generally that such employees may be entitled to a maximum of 52 weeks unpaid parental leave to be the primary carer for the child.
- 35.1.3 The period of an employee's parental leave is inclusive of all periods of leave taken by the employee and the employee's spouse in relation to the birth or placement of the child (including for example annual leave, long service leave, parental leave, special maternity leave and concurrent leave).
- 35.1.4 Parental leave may be taken in a single unbroken period in relation to the birth of a child by the employee or the employee's spouse in order to be the primary carer for the child.

35.2 Entitlement to Concurrent Leave

- 35.2.1 Concurrent leave is unpaid parental leave available to an employee who is not the primary carer at the date of birth of a child or placement of an adopted child. This leave can be taken concurrently with a spouse taking parental leave as the primary caregiver.
- 35.2.2 An employee is entitled to a period of 3 paid days and up to 12 unpaid days concurrent leave at the time of the birth of the employee's child or placement of the employee's adopted child.
- 35.2.3 Concurrent leave must be taken at or after the date of the birth or placement of an adopted child, but must not end more than three weeks after the date of the birth or placement of an adopted child.
- 35.2.4 If, during the life of this Agreement, a paid parental leave scheme is introduced that provides for paid concurrent leave, and that scheme applies to the Employees, the Company will only pay the difference between the amount paid by the Scheme and the amount payable to the Employee under this clause

35.3 Entitlement to Special Maternity Leave

In accordance with Fair Work, an employee may be entitled to take special maternity leave in relation to a pregnancy related illness or, where the pregnancy ends after 12 weeks for reasons other than by the birth of the child.

35.4 Period of Parental Leave

- 35.4.1 A pregnant employee may start maternity leave from 6 weeks before the expected date of the birth. If the employee wishes to continue to work during this period the Company may require the employee to provide a medical certificate stating that the employee is fit to continue to work.
- 35.4.2 A pregnant employee will be required to take parental leave for a period of at least 6 weeks from the date of the birth.

36 UNPAID LEAVE OF ABSENCE

- 36.1 Unpaid leave of absence may be requested by employees and approved at the discretion of the Company.
- 36.2 Any period of unpaid leave approved under this clause will not count as service, however, it will not break the employee's continuous service with the Company.

37 VOLUNTEER EMERGENCY SERVICES LEAVE (VESL)

- 37.1 Employees who are members of recognised emergency management body, as defined by the Fair Work Act and who are absent from duty as a result of their attendance at an eligible community service activity, as defined by the Fair Work Act, will be granted leave with pay for the period of the absence.
- 37.2 The leave with pay is to be granted on the basis that the employee is not required for the Company's own essential operations and emergency services or the voluntary organisation requiring an employee's services certifies that the person is or was required for the specified period.
- 37.3 The granting of VESL is at the Company's discretion, and as such, an employee requesting VESL is to contact the Company (manager/supervisor) prior to the commencement of their shift or as soon as is reasonably practicable.

PART 6 – INTRODUCTION OF CHANGE, CONSULTATION & DISPUTE RESOLUTION

38 INTRODUCTION OF CHANGE

- 38.1 Where the Company has made a definite decision to introduce major changes in production, organisational structure or technology that are likely to have significant effects on the employees, the Company will notify the employees who may be affected by the proposed change and, at their request, the Unions as soon as practicable.
- 38.2 Significant effects include termination of employment and major changes in the composition, operation or size of the Company's workforce.
- 38.3 The Company will discuss with the employees and, at their request the Unions, the effects the changes are likely to have on the employees and intended measures to avert or mitigate the adverse effects of such changes on the employees.
- 38.4 The Company will provide to the employees and, at their request the Unions, all relevant information about the changes, the expected effects of the changes on employees and any other matters likely to affect employees. The Company shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.

39 CONTINUITY OF SERVICE TO CLIENT AND DISPUTE RESOLUTION PROCEDURE

- 39.1 The parties covered by this Agreement recognise the importance of maintaining quality rollingstock services for the client and agree that any issue in dispute will be resolved in accordance with the dispute resolution procedure set out in clause 41 of this Agreement.

- 39.2 The parties covered by this Agreement agree to discuss in good faith, based upon mutual trust, any workplace issues that are likely to lead to on-going disagreement or conflict about matters arising under the Agreement. This will be achieved through the avenue of consultation.

40 CONSULTATION

- 40.1 The parties covered by this Agreement recognise the importance of open consultation to facilitate the achievement of objectives as set out in clause 8.
- 40.2 At the discretion of the employees, a consultative committee may be formed at each location to consult on issues considered relevant to the operation at the facility, for example:
- a) Services to the client
 - b) Work patterns including roster systems and starting and finishing times
 - c) Work methods
 - d) Employee relations
 - e) Employment of casuals
 - f) Training requirements
 - g) Introduction of change
 - h) Assist with the development of the plant performance, productivity incentive scheme matrix
 - i) Job security
 - j) Classifications
- 40.3 However, in the event that a dispute occurs the Dispute Resolution Procedure in clause 41 will apply.

41 DISPUTE RESOLUTION PROCEDURE

- 41.1 The objectives of the procedure are to promote the resolution of disputes by consultation and co-operation and avoid interruption to the performance of work.
- 41.2 The procedure involves three stages of discussion, if resolution is not achieved at any stage, the discussions will proceed to the next stage, with a minimum of delay, subject to availability of the appropriate personnel.
- STEP 1** - Initial discussions should be between the employee concerned and the supervisor/manager. The employee concerned has the responsibility for introducing the issue constructively and identifying the facts and relevant participants.
- STEP 2** - If not resolved with the supervisor/manager by the close of shift on the next working day, discussions may then move to the next level and will include the National Manager.
- STEP 3** - If unresolved at STEP 2, then the final stage of discussions involves an Executive of the Employer.
- 41.3 At any step in the dispute resolution process, a party may request the involvement of a representative of their choice for example, another employee, union delegate, or union official.
- 41.4 Throughout all stages of discussion all relevant facts will be clearly recorded.
- 41.5 Sensible time limits, where possible, of no more than one week will be allowed for completion of the various stages of discussion, subject to the availability of the appropriate personnel.
- 41.6 Emphasis is placed on a negotiated settlement but if the negotiation process is exhausted without resolution of the dispute the matter may be referred to the Fair Work Commission for conciliation and or arbitration.
- 41.7 Whilst these procedural steps are being followed, in accordance with the sensible time limits, employees will continue to work in accordance with safe working practices, this Agreement, their contract of employment, and Company Policies and Standard Practice Procedures.

PART 7 – GENERAL

42 LICENCES

42.1 General

- 42.1.1 If the Company at any time requires an employee to perform any activity that is required to be licensed by law as a post-employment competency, the Company will reimburse the payment of that licence fee upon its renewal.
- 42.1.2 This clause does not apply to automobile drivers licences. Employees are responsible for maintaining and providing their own driver's licence.

42.2 Electrical Licence

- 42.2.1 All employees employed as an electrician, or otherwise required to perform electrical work that requires an electrical licence, will be reimbursed the full cost of their electrical licence renewal upon the production of a valid receipt.

43 DISCIPLINARY PROCEDURE

- 43.1 The Company has in place a disciplinary procedure to cover all employees bound by this Agreement.
- 43.2 Any dispute over the Company's decision to discipline an employee shall be resolved in accordance with the disputes procedure in clause 41.
- 43.3 Notwithstanding the provisions of clause 43.1 the Company shall have the right to dismiss any employee, without notice, for conduct that justifies instant dismissal. Such dismissal shall be in accordance with the Company's disciplinary procedure, as amended from time to time. In such cases the wages shall be paid up to the time of dismissal only.

44 MEDICAL EXAMINATION

- 44.1 Engagement and ongoing employment by the Company will be subject to employees undergoing and continuing to successfully complete a general medical examination. These examinations will be in accordance with the relevant rail safety legislation and include physical function tests, drug and alcohol tests, and eyesight and hearing tests conducted by a qualified medical practitioner nominated by the Company.
- 44.2 If considered necessary by the Company, an employee may be required to attend a medical examination by a medical practitioner nominated by the Company, in respect to an illness or injury. The medical practitioner will provide a report to the Company regarding the impact of the illness or injury on the ability of the employee to perform their normal duties, any work limitations and the likely date of return to work. The Company will meet the cost of the consultation and any approved travelling costs.

45 USE OF SUBSTANCES

- 45.1 Smoking is prohibited at all times within the Company buildings and Company vehicles. Through consultation, individual facilities may implement smoke free worksites.
- 45.2 The consumption or possession of intoxicating substances is prohibited whilst on duty.
- 45.3 Drug and alcohol testing will be carried out in accordance with the Company policy, as amended from time to time, and the requirements of the relevant South Australian and Northern Territory legislation.

46 EMPLOYEE REPRESENTATIVES

- 46.1 The Company recognises, upon notification, the role of elected employee representatives, whether members of a union or not. Employee representatives will be provided with reasonable time to represent employees or in the case of union members, their members, at the workplace on matters that pertain to the employment relationship between the Company and employees covered by this Agreement. The parties acknowledge the need to ensure the number of employee representatives is reasonably relative to the composition of the workforce and shift arrangements.
- 46.2 The Company will extend the usual courtesy of providing reasonable time and access to resources such as telephone, photocopier and email access as well as the employee notice board to allow elected employee representatives to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company and employees covered by this Agreement.
- 46.3 Employee representatives will be entitled to 3 days paid training leave per year for the life of this Agreement. The training courses and the period of leave must be approved by the Company prior to the training leave being taken. Employee Representatives may apply for a further 2 days per year. Such approval will be at the Company's discretion.
- 46.4 The following number of employee representatives for each union that has members at the facility and is covered by the Agreement will be allowed per facility:

Facility	AMWU Employee Reps	CEPU Employee Reps
Port Augusta	2	1
Port Lincoln	1	
Whyalla	1	
Dry Creek	2	1

47 RECOGNITION OF RIGHTS AND RESPONSIBILITIES

- 47.1 The Company recognises the rights of its employees to choose to be (or not to be) a member of a Union.
- 47.2 Furthermore the Company recognises the right of the Unions to represent its members, where the member/s request representation.
- 47.3 The Company will seek to involve employees and, at their request, their representatives in the decision making process through the Consultative Committee and recognises the right of employees to pursue any grievance through the Dispute Resolution Procedure in relation to matters that affect their employment and / or job security.
- 47.4 The parties covered by the Agreement recognise their joint responsibility to ensure this agreement is effective and in the event of ambiguity, the spirit and intention set out in the Objectives of the Agreement Clause should be paramount.

48 EMPLOYEES DUTIES AND OBLIGATIONS

- 48.1 Except as provided for elsewhere in this Agreement, employees must not be absent from work on any day when they are normally rostered for duty. Any such non-attendance shall result in loss of pay for the actual time of non-attendance.
- 48.2 Employees must abide by the terms of this Agreement and in particular:
- Work safely at all times;
 - Perform work in accordance with a roster which may vary from time to time, including off site operations;
 - Report for work in a fit and proper state, free from the influence of drugs or alcohol;
 - Abide by all lawful directions of the Company during the course of their employment;
 - Undertake training consistent with the needs of the Company and the objectives of this Agreement;

- f) Adhere strictly to the dispute resolution procedure as prescribed in clause 41;
- g) Adopt all occupational health, safety and rehabilitation requirements at the facility in compliance with the relevant health and safety legislation and regulations, and Company policies and procedures;
- h) Comply with all other applicable legislative requirements including the relevant South Australian and Northern Territory legislation and Company policies and procedures;
- i) Work a reasonable amount of overtime as may be required on any of the seven days of the week (which may include public holidays) should such be necessary to meet the service requirements to the customer, or to rectify an equipment breakdown.

49 TRAINING

49.1 General

- 49.1.1 The parties agree that a highly skilled workforce is necessary to improve the Company's quality of work and overall competitiveness.
- 49.1.2 During the life of this Agreement, the parties will discuss training needs annually and aim to reach agreement on the structure and content of a training plan that not only meets the needs of the Company but also meets the employees' needs for maximum transferability of nationally accredited skills.
- 49.1.3 Training provided shall be accredited where possible and consistent with the National Metal & Engineering Training Package.
- 49.1.4 Once the training plan is developed the parties will prioritise the training most important for the Company's business strategy and assist in the allocation of the Company's training investment.
- 49.1.5 The Company will facilitate such additional training/career progression as is appropriate in the context of the agreed training plan.
- 49.1.6 The Company agrees that during the life of this Agreement the Company will maximise the training opportunities for apprentices. To that end the Company agrees to consult with the employees Consultative Group representatives as to the number and deployment of new apprentices for each relevant calendar year.
- 49.1.7 As far as practicable attendance at Company initiated training courses will be arranged in accordance with shift rosters and employees will be paid their ordinary day shift rate whilst attending such courses.
- 49.1.8 Training expenses such as course cost, accommodation, meals and travel expenses will be paid by the Company for Company initiated courses, and consideration will be given for the reimbursement of out-of-pocket expenses for course fees incurred during attendance at employee initiated training courses where the Company benefits may accrue. Travelling time which is additional to normal rostered hours will be paid at ordinary day shift rates for attendance at Company initiated training courses.

49.2 First Aid Training

The Company will support and pay for first aid training to support the general wellbeing of all employees but will not create a roster or pay an allowance for holding this qualification.

50 OCCUPATIONAL HEALTH, SAFETY, AND REHABILITATION

50.1 Objective

- 50.1.1 The objective of the parties is to provide an accident free workplace in accordance with the Company Policy and relevant legislation.
- 50.1.2 The parties to this Agreement will each take a constructive role in promoting improvements in occupational health, safety and welfare and rehabilitation.

50.2 First Aid Training

- 50.2.1 It is a prerequisite that all supervisors be in possession of a current first aid certificate. These supervisors are the operations nominated employees, appointed to perform first aid duty. This mandatory requirement ensures that the minimum standard identified in the 'First Aid in the Workplace Code of Practice' are met and wherever possible, exceeded.
- 50.2.2 If at any stage the operation identifies a need to appoint additional employees to perform first aid duties on site, it will do so by confirming the arrangement and conditions, and seek acceptance in writing from the employee prior to the commencement of additional duties.
- 50.2.3 The Company actively encourages all of its employees to attend the St Johns Ambulance Provide First Aid Course as a matter of personal self-development and community responsibility. Reimbursement of course fees and time off work for attendance if required will be favourably considered.

50.3 Protective Clothing and Equipment

- 50.3.1 The Company will issue each employee with clothing which meets the standards required for Personal Protection Equipment (PPE) as described in Company Standard Practice Procedures. On engagement, each employee will be issued with the following:
 - a) 5 shirts
 - b) 5 pairs of pants, and
 - c) one pair of steel capped boots
- 50.3.2 Replacement of such property will be issued after evidence of reasonable wear and tear. It is the responsibility of employees to clean and maintain the same in a neat and tidy condition.
- 50.3.3 Employees working in designated hearing protection areas will be required to wear ear protection provided by the Company which complies with the requirements of the objectives and guidelines of the relevant legislation.
- 50.3.4 All employees and visitors whilst in designated areas must wear:
 - a) Safety glasses;
 - b) Safety footwear; and
 - c) High visibility clothing.
- 50.3.5 The Company will provide employees with any other necessary and appropriate protective clothing and equipment which suits the weather conditions and complies with the objectives and guidelines of the relevant legislation.
- 50.3.6 Employees who fail to maintain Company issued protective clothing or present to work without Company issued protective clothing will be subject to sanctions in accordance with the Company's disciplinary procedures.

PART 8 - SIGNATORIES

Signed for and on behalf of Genesee & Wyoming Australia Pty Ltd (GWA): 333 Richmond Rd, Keswick SA 5035

Representative: Vanessa Hoey Director HR
Name Position

Vanessa Hoey 14-9-2016
Signature Date

In the presence of: Megan Griffin Human Resources Advisor
Name Position

Megan Griffin 14.09.2016
Signature Date

Signed for and behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU): 229 Greenhill Rd Dulwich SA 5065

Representative: Derek Winter STATE ORGANISER
Name Position

Derek Winter 14-9-2016
Signature Date

In the presence of: Stuart Gordon STATE ORGANISER
Name Position

Stuart Gordon 14-9-2016
Signature Date

Signed for and behalf of the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia (CEPU) (South Australian Branch): 312 South Rd. Richmond SA 5033

Representative: John Adley CEPU SA Branch Secretary
Name Position

John Adley 14/9/16
Signature Date

In the presence of: Jess Rogers Industrial Officer
Name Position

Jess Rogers 14/9/16
Signature Date



Signed for and behalf of the Australian Rail Tram and Bus Industry Union (RTBU) (SA/NT Branch):

Representative: Darren Brett Phillips BRANCH SECRETARY
Name Position 63 BEDGER RD. BEVERLEY SA 5009

Darren Brett Phillips 14-09-2016
Signature Date

In the presence of: Megan Griffin Human Resources Advisor
Name Position

Megan Griffin 14.09.2016
Signature Date

END OF AGREEMENT



Genesee & Wyoming Australia Pty Ltd

7 November 2016

Attention: Associate to Commissioner Cirkovic
Fair Work Commission
PO Box 1994
MELBOURNE VICTORIA 3001

Dear Fair Work Commission,

Written Undertaking: Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016

In accordance with section 190 of the *Fair Work Act 2009* (Cth), the employer Genesee & Wyoming Australia Pty Ltd (ACN 079 444 296) (**GWA**) provides the following undertaking in respect of the *Genesee & Wyoming Australia Pty Ltd (SA/NT) Rollingstock Maintenance Enterprise Agreement 2016* (**Agreement**):

Clause 41 – Dispute Resolution Procedure

GWA undertakes that the dispute resolution procedure as contained at clause 41 of the Agreement applies to any matters arising under the enterprise agreement and in relation to the National Employment Standards.

Clause 35.2 – Entitlement to Concurrent Leave

Omit clause 35.2.2 of the Agreement:

“35.2.2 An employee is entitled to a period of 3 paid days and up to 12 unpaid days concurrent leave at the time of the birth of the employee’s child or placement of the employee’s adopted child.”

And replace it with the following clause 35.2.2:

*“35.2.2 An Employee may be entitled to receive up to 8 weeks unpaid concurrent leave in accordance with the NES (**NES concurrent leave**). Should the Employee qualify for NES concurrent leave, then subject to clause 35.2.4, the Employee will be entitled to be paid for a maximum of 3 days that fall within the NES concurrent leave period (paid at the Employee’s base rate of pay). The Employee may be eligible to access other paid leave during the NES concurrent leave period.*

Omit clause 35.2.3 of the Agreement:

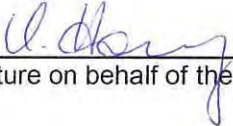
“35.2.3 Concurrent leave must be taken at or after the birth or placement of an adopted child, but must not end more than three weeks after the date of the birth or placement of an adopted child.”

And replace it with the following clause 35.2.3:

“35.2.3 Concurrent leave must not start before the birth or placement of an adopted child and must be taken within 12 months of the birth or placement of an adopted child. Each period of NES concurrent leave (up to the maximum of 8 weeks) must not be shorter than 2 weeks.”

SIGNATURE

Signed on behalf of Genesee & Wyoming Australia Pty Ltd (ACN 079 444 296):


Signature on behalf of the Employer

Vanessa Hoey
Name of person authorised to sign

9.11.2016
Date

Director Human Resources
Authority to sign (position)

Level 3/33 Richmond Road, Keswick
Address

5035
Post Code

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).

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.