



DECISION

Fair Work Act 2009

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

Rail Commissioner

(AG2013/9308)

RAIL COMMISSIONER INFRASTRUCTURE EMPLOYEES ENTERPRISE AGREEMENT 2012

Passenger vehicle transport (non rail) industry

COMMISSIONER CARGILL

SYDNEY, 23 SEPTEMBER 2013

Application for approval of the Rail Commissioner Infrastructure Employees Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the Rail Commissioner Infrastructure Employees Enterprise Agreement 2012 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the *Act*) by the Rail Commissioner. The agreement is a single-enterprise agreement.

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

[3] The Australian Workers' Union (AWU) and the Australian Rail, Tram and Bus Industry Union (RTBU), each being a bargaining representative for the Agreement, have given notice under s.183 of the *Act* that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers each organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 30 September 2013. The nominal expiry date is 1 July 2014.

COMMISSIONER

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**RAIL COMMISSIONER
INFRASTRUCTURE EMPLOYEES
ENTERPRISE AGREEMENT 2012**

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PART 1 – APPLICATION AND OPERATION

1 Title

This Agreement will be known as the *Rail Commissioner Infrastructure Employees Enterprise Agreement 2012*.

2 Scope and Persons Bound

2.1 This is an Enterprise Agreement between the Rail Commissioner and the following Unions:

- the Australian Rail, Tram and Bus Industry Union (known as the “ARTBIU”);
- the Australian Workers' Union (known as the “AWU”);

2.2 This Agreement applies to all persons who, at the time this Agreement comes into effect and thereafter, are employed by the Rail Commissioner in any of the classifications specified in this Agreement.

3 Commencement Date and Period of Operation

This Agreement will take effect from the date of approval by the Fair Work Commission and will have a nominal expiry date of 1 July 2014.

4 Relationship of this Agreement to Agreements and Awards

It is the intention of the parties that this Agreement supersede and operate to the exclusion of the formerly applicable Award and Certified Agreement, specifically the *Rail Industry (TransAdelaide) Award 2002* and the *TransAdelaide Infrastructure Employees Collective Workplace Agreement 2009*.

5 Aims and Objectives

The parties have reached the outcomes contained in this Enterprise agreement through a process of cooperation in balancing the Rail Commissioner's need against the needs of employees for better remuneration, more rewarding work, and work / life balance.

The aims and objectives of this agreement are to:-

- Provide employees with appropriate remuneration and conditions of employment while delivering on-going budget savings and operational efficiencies.
- Improve the structure, productivity, efficiency and effectiveness of the Rail Commissioner's activities through the introduction of initiatives at the business unit and work group level;
- Introduce new and agreed flexible conditions of employment and provide a framework to develop a flexible and skilled workforce;
- Attract employees to, and retain employees in, employment which supports the Rail Commissioner's planned and/or future operational requirements;
- Provide for continuous workplace transformation with the objective of continuous customer service improvement;
- Ensure ongoing cooperation between the parties to achieve improvements in occupational health and safety performance and the development of a positive safety culture;

- Ensure an ongoing stable industrial relations framework at the corporate, business unit and work group level that assists in improving efficiency and operational performance.

6

Anti-Discrimination and Harassment

- 6.1 Discrimination and harassment occur when a person is discriminated against or harassed in the workplace and in certain areas of public life:
- because of their race, colour, descent or national or ethnic origin, as defined under the Racial Discrimination Act 1975; or
 - because of their sex, marital status, pregnancy as defined under the Sex Discrimination Act 1984; or
 - because of a disability as defined under the Disability Discrimination Act 1992; or
 - because of age as defined under the Age Discrimination Act 2004; and
 - some grounds under the Human Rights and Equal Opportunity Act 1986.
- 6.2 The Rail Commissioner is committed to ensuring:
- that the working environment is free from discrimination and harassment;
 - that discrimination and harassment will not be tolerated under any circumstances.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

7 Consultation

- 7.1 The Parties agree to maintain a consultative committee comprising management representatives, union representatives and employee nominated and elected representatives. This committee provides a forum for consultation between the Rail Commissioner and employees to consider issues likely to have a significant effect on the employees covered by this Agreement.
- 7.2 The Rail Commissioner will notify employees and their representatives of any decision to introduce major workplace changes which are to be affected by that decision.
- 7.3 The Rail Commissioner must, as soon as practicable after making such a decision,
- (a) discuss with the relevant employees:
 - (i) the introduction of the change
 - (ii) the effect the change is likely to have on the employees
 - (iii) the measures to be taken to avert or mitigate the adverse effect of the changes on the employees
 - (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
- 7.4 To the extent possible, the Rail Commissioner will provide such details in writing and will give prompt and genuine consideration to matters raised through the consultation process by affected employees.
- 7.5 It is agreed that a major change is likely to have a significant effect on employees if it results in:
- The termination of employment of employees; or
 - Major changes to the composition, operation or size of the workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - The alteration of hours of work; or
 - The need to retrain employees; or
 - The need to relocate employees to another workplace; or
 - The restructuring of jobs.
- 7.6 The Rail Commissioner will permit notice boards to be erected in workplace to facilitate communication between employees and/or nominated representatives'.
- 7.7 The parties recognise the need for effective communication to improve the business and operational performance and working environment in the Rail Commission.

7.8 Workplace Representatives and Trade Union Training

- 7.8.1 Upon written advice from the relevant Union Secretary/Branch Secretary that a member has been elected as a union Workplace Representative or Union Delegate, the Rail Commissioner shall recognise that employee as being accredited by the relevant Union for the purpose of representing the industrial interests of the relevant Union's members at the workplace.
- 7.8.2 An employee who is recognised as being accredited by the relevant Union in accordance with clause 19.1 may be granted time off with pay at ordinary rates for up to a maximum of ten working days during two calendar years to attend accredited trade union training courses.
- 7.8.3 Approval is confined to attendance at trade union training courses aimed at promoting sound industrial relations in the workplace and ensuring adherence to this Agreement and the relevant Award/s, and is subject to the operational requirements of the Rail Commissioner.
- 7.8.4 Workplace representatives or union delegates required to attend Union meetings may be granted reasonable unpaid leave of absence. Where such leave is required, the Union shall advise the Rail Commissioner in advance in writing the name(s) of the employee(s) and the duration of the absences.
- 7.8.5 The Rail Commissioner will not unreasonably withhold consent for leave under clause 7.8.4.
- 7.8.6 Leave of absence will be granted to not more than 2 members of any Union party to this Agreement required to attend any industrial proceedings including that of a witness under the provisions of the *Fair Work Act 2009*.

8 Dispute Resolution

- 8.1 Any industrial dispute or matter likely to create an industrial dispute arising under this agreement or the National Employment Standards should be dealt with in the following manner.
- 8.2 The parties are obliged to make every endeavour to facilitate the effective functioning of these procedures.
- 8.3 The employee or employee representative involved should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the dispute or likely dispute exists.
- 8.4 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to an appropriate manager who will arrange a conference to discuss the matter. If requested by the manager, the subject of the dispute will be put in writing, so far as is reasonably practicable
- 8.5 The consultation process as prescribed in clause 7 shall be commenced within 48 business hours of the dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.

- 8.6 If a matter cannot be resolved when the procedures referred to above have been initiated, the parties should enter into consultation at a higher level on both sides, as the parties consider appropriate.
-
- 8.7 At any stage in the procedure after consultation between the parties has taken place in accordance with that procedure, either party may request and be entitled to receive a response to its representations within 5 working days.
- 8.8 If a dispute arising from any industrial matter, including a dispute arising under this agreement or the National Employment Standards is unable to be resolved at the workplace, and all agreed steps for resolving it have been exhausted, the dispute may be referred to the Fair Work Commission for resolution by mediation and/or conciliation and if necessary arbitration.
- 8.9 If arbitration is necessary, the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective, in accordance with the provisions of the Fair Work Act 2009.
- 8.10 The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision.
- 8.11 It is a term of this agreement that except where there is a genuine health or safety concern, the status quo existing immediately before the matter giving rise to the dispute will remain while the dispute resolution procedure is being conducted.

PART 3 – EMPLOYMENT RELATIONSHIP

9 Employment Relationship

The Rail Commissioner may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

The Rail Commissioner may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

9.1 Full-time employment

Any employee not specifically engaged on a part-time basis is for all purposes of this Agreement a full-time employee employed by the week.

9.2 Part-Time employment

9.2.1 An employee may be engaged to work on a part-time basis for a constant number of hours less than thirty-eight (38) per week, but no less than 15 hours per week. An employee so engaged shall be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this agreement for the work performed.

9.2.2 An employee engaged on a part-time basis shall be entitled to receive pro rata entitlement to leave and other entitlements applicable to full-time employees.

9.2.3 A part-time employee who is required to work in excess of hours specified in the employee's contract will be paid overtime in accordance with clause 19.10 for such time so worked.

9.3 Fixed-term employment

9.3.1 An employee may be engaged for the duration of a specific project or defined phase of a project.

9.3.2 At the end of the project or the specified phase of the project, the contract will come to an end and there will be no guarantee of ongoing employment.

9.4 Apprentices

9.4.1 The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply.

9.4.2 Every contract of training must be made in accordance with the *Training and Skills Development Act 2000 (SA)*.

9.4.3 Apprentices may be engaged in trades or declared vocations where declared or recognised by the appropriate authority under the Act.

9.4.4 In accordance with the Act, the Rail Commissioner will not undertake to train a person in a trade except under a contract of training.

9.4.5 The Rail Commissioner may use an approved Group Training Scheme for Apprentices, in which case the Rail Commissioner will seek to

facilitate payments to such Apprentice(s) at rates commensurate with those provided for under this Agreement.

9.4.6 No apprentice under the age of eighteen years will be required to work overtime or shift work unless they so desire. No apprentice will, except in emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with their contract of training. Not covered

9.4.7 No apprentice will work under a system of payment by results.

10 Termination of Employment

10.1 Notice of Termination by Employer

10.1.1 In order to terminate the employment of an employee, the employer must give to the employee the following notice:

Period of Continuous Service	Period of Notice	Over 45 years
1 year or less	1 week	2weeks
2 year and up to the completion of 3 years	2 weeks	3weeks
3 years and up to the completion of 5 weeks	3 weeks	4weeks
5 years and over	4 weeks	5weeks

10.1.2 In addition to the notice described above, employees aged over 45 years at the time of giving notice and with not less than 2 years continuous service are entitled to an additional week's notice, as indicated in the table above.

10.1.3 Payment in lieu of notice prescribed in clauses 10.1.1 and 10.1.2 must be made if the appropriate notice period is not given or required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Rail Commissioner making payment for the remainder of the period of notice.

10.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had their employment not been terminated, must be used.

10.1.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

10.2 Notice of Resignation by an Employee

10.2.1. The notice of termination required to be given by an employee will be 2 weeks or such less time as may be agreed between the employee and the responsible Manager.

10.2.2 If an employee fails to give notice Rail Commissioner has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

10.3 Abandonment of Employment

10.3.1 The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the Rail Commissioner and without notification to the Rail Commissioner will be prima facie evidence that the employee has abandoned their employment.

10.3.2 If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Rail Commissioner that they were absent for a reasonable cause, they will be deemed to have abandoned their employment and the notice period provided in this Agreement will not apply.

10.3.3 Termination of employment by abandonment in accordance with this subclause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Rail Commissioner, whichever is the later.

10.4 Absence from Duty

An employee, other than an employee who has been given notice of termination in accordance with this Agreement (not attending for duty) will unless covered under leave with pay provisions of the Rail Commissioner, lose their pay for the actual time of such non-attendance.

10.5 Standing Down Employees

The Rail Commissioner has the right to deduct payment for any day the employee cannot be usefully employed because of any industrial action or through any breakdown in machinery or any stoppage of work by any cause for which the Rail Commissioner cannot reasonably be held responsible.

PART 4 – RATES OF PAY AND RELATED MATTERS

11 Classifications and Rates of Pay

11.1 Classification Structure

- 11.1.1 Employees covered by this Agreement will be classified in accordance with the classification criteria in Schedule 2 of this Agreement.
- 11.1.2 Employees translated to the new structure will retain their existing anniversary date for the payment of any subsequent year service payment. No employee will suffer any loss of income for ordinary hours of work as a result of the introduction of the new classification structure.

11.2 Vocational career opportunities

In addition to career advancement through the classification structure, employees may pursue advancement in one of a number of vocational fields, e.g. Supervisory, Training, Administration, Technical or Professional. All new entrants will undertake structured induction training.

12 Acting in a higher grade

- 12.1 An employee who is working temporarily in a grade higher than that classified, if employed for more than **2 hours** on any day in such higher grade, will be paid the minimum rate (i.e. the first increment) for that grade for the whole time worked on that day.
- 12.2 If employed for 2 hours or less in a higher grade, the employee will be paid the higher rate for the time so worked.
- 12.3 In any case, the employee will work under the conditions of the higher classification whilst so employed.

13 Acting in lower grade

An employee required to temporarily perform the duties of a grade for which a lower rate of payment is prescribed than that prescribed for his/her classified grade, will be paid at his/her classified rate.

14 Apprentice Rates of Pay

- 14.1. The minimum rate of wage for apprentices will be a percentage of the ordinary weekly wage rates payable for employees employed in the area in which the apprentices are employed and in all contracts of training subsequently made the Rail Commissioner will agree to pay wages of not less than such rates.

Years of Service	Percentage of Ordinary Weekly Rate Level 4
1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

- 14.2. An employee who is under 21 years of age on the expiration of their contract of training and thereafter works as a minor in the occupation to which the employee has been trained will be paid at not less than the adult rate prescribed for the classification.
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- 15 **Adult Apprentice Rates of Pay**
- 15.1. Adult apprentice means a person of 21 years of age or over at the time of entering into a contract of training as provided for in this Agreement.
- 15.2. Where a person was employed by the Rail Commissioner immediately prior to becoming an adult apprentice in accordance with this Agreement such person will not suffer a reduction in the rate of pay by virtue of signing a contract of training.
- 15.3. For the purpose of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the contract of training.
- 15.4. Subject to clause 15.2, the rate of pay of an adult apprentice will be the minimum wage prescribed by Fair Work Australia or the rate prescribed by this Agreement for the relevant year of apprenticeship, whichever is the greater.
- 16 **Allowances and Special Rates**
- All employees subject to this Agreement and subject to their classification will be entitled to the allowances detailed at Schedule 3 should the specified circumstances exist.
- 17 **Extra Rates not cumulative**
- Extra rates in this Agreement, except rates prescribed for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.
- 18 **Payment of Wages**
- 18.1 **Period of Payment**
- 18.1.1. Wages will be paid fortnightly, either
- (a) according to the actual ordinary hours worked per fortnight (76);
 - or
 - (b) according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the weekly cycle.
- 18.1.2 The hourly rate is calculated by dividing the appropriate weekly rate by 38
- 18.1.3 The Rail Commissioner will pay wages and salaries direct to financial institution accounts acceptable to the Rail Commissioner. It is the responsibility of the employee to provide the Rail Commissioner with details of suitable accounts into which their pay can be deposited.

18.2 Method of payment

Wages will be paid by electronic funds transfer directly to an account nominated by the employee.

18.3 Payment of Wages on Termination of Employment

- 18.3.1 Upon termination of employment, wages due to an employee will be paid by electronic funds transferred directly into the employee's usual nominated account within 7 days of the date of the employee's final date of work subject to all of the Rail Commissioner's property being returned to the nominated management representative.
- 18.3.2 In the case of an employee who is paid average pay and who has not taken the day off due during the work cycle in which employment is determined, the wages due to the employee will include the total of credits accrued during the work cycle.
- 18.3.3 However, where the employee has taken a day off during the work cycle in which employment is determined, the wages due to that employee will be reduced by the total of credits which have not accrued during the cycle.

18.4 Explanation of the Averaging System

- 18.4.1. As provided in this Agreement an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle is to be paid their wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week.
- 18.4.2. The ordinary hours of an employee may be arranged so that they are entitled to a day off on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- 18.4.3. Where an employee has a day off in each work cycle of 28 consecutive days (four consecutive weeks) the employee's ordinary hours are arranged on the basis that for three of the four weeks they worked 40 ordinary hours each week and in the fourth week they worked 32 ordinary hours. That is, they would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four weekdays only, Monday to Friday, in the fourth week – a total of 19 days during the work cycle.
- 18.4.4. Under the averaging system an employee accrues a "credit" each day they work actual ordinary hours in excess of the daily average, which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that they work on only 4 days, their actual pay is an average of 38 ordinary hours even though, that week, they work a total of 32 ordinary hours.

18.4.5. Each day an employee works 8 ordinary hours they accrue a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days that is a total of 7 hours 36 minutes.

18.4.6. In addition to working ordinary hours, an employee will accrue a "credit" for each day absent from duty whilst on annual leave, long service leave, public holiday, paid sick leave, Worker's Compensation, bereavement leave, paid carer's leave, paid training leave or jury service. Entitlements in these circumstances are determined in accordance with the relevant agreement provision. No entitlement to accrual exists for any other absence.

18.5 Absences from Duty under an Averaging System

Where an employee is absent from duty in circumstances other than those described at clause 18.4.6 that employee will for each of the days they are absent, lose pay for each hour or part thereof at an hourly rate calculated by dividing the weekly rate by 38.

18.6 Timekeeping – Proportion of an Hour

18.6.1. The Rail Commissioner may select and utilise for timekeeping purposes any fraction or proportion of an hour (not exceeding a quarter of an hour) for the calculation of the working time of employees who without reasonable cause being promptly communicated to the Rail Commissioner, report for duty after their appointed starting times or cease duty before their appointed finishing times.

18.6.2. The Rail Commissioner will apply the same proportional hour method for the purpose of calculating overtime.

PART 5 – HOURS OF WORK, SHIFTWORK, MEAL BREAKS AND OVERTIME

19 Ordinary Hours of Work

19.1 Definitions

For the purposes of this clause:

- 19.1.1 The span for **ordinary hours** is between the hours 7.00 a.m. to 5.30 p.m. on Monday to Friday inclusive.
- 19.1.2 **Early morning shift** means a shift which commences at or between 4.00 a.m. and 5.30 a.m.
- 19.1.3 **Afternoon shift** means any shift commencing after 12 noon and finishing after 6.00 p.m. and at or before midnight
- 19.1.4 **Night shift** means a shift finishing after midnight and at or before 8.00 a.m.
- 19.1.5 **Saturday** means all time between midnight Friday and midnight Saturday.
- 19.1.6 **Sunday** means all time between midnight Saturday and midnight Sunday.

19.2 Ordinary Hours of Work

- 19.2.1 The ordinary hours of work for a full time employee will normally be an average of 38 hours per week. The ordinary hours for part-time employees will be as specified in the employee's contract of employment consistent with the provisions of this Agreement.
- 19.2.2 Shift rosters will be arranged so as to provide for the working of ordinary hours over roster cycles of 2 weeks duration, which may be adjusted subject to operational and logistical requirements.
- 19.2.3 Ordinary hours of work will generally be rostered so as to provide for the working of ordinary hours over consecutive shifts normally of 8 hours duration (inclusive of a paid meal break) but may involve the working of shifts in excess of 8 hours per day but less than 10 hours per day.
- 19.2.4 The requirement to work shifts of greater than 8 hours duration will be the exception and will be subject to operational requirements and consultation with affected workgroups in all cases.
- 19.2.5 In any arrangement of ordinary working hours where the ordinary hours are to exceed 8 hours on any one shift, the arrangement of hours will be subject to agreement between the Rail Commissioner and the majority of employees concerned.

20 Change of Master Roster Shift Patterns

- 20.1 Employees may be required to change shift patterns as operational circumstances require, subject to appropriate consultation with the affected workgroup and a minimum of 2 weeks' notice. Employees shall not unreasonably refuse such a requirement.
- 20.2 In the event that agreement with the majority of the employees concerned cannot be achieved, the matter will be progressed in accordance with the Dispute Resolution process set out at clause 8 of this Agreement.

21 Meal Breaks

- 21.1 An employee will not be required to work for more than five hours without a break for a meal.
- 21.2 The time taken for scheduled meal breaks will form part of the ordinary hours worked on any rostered shift and will be paid for accordingly.
- 21.3 The scheduling of meal breaks will be arranged within each workgroup so as to provide, to the extent possible, for continuity of activities relative to operational requirements.
- 21.4 An employee may be required to work during a scheduled meal break at ordinary rates of pay for the purpose of making good any breakdown of plant or equipment or to undertake routine maintenance which can only be performed whilst the access to the rail network or related facilities is available.
- 21.5 The requirement to work through a scheduled meal break will only apply in exceptional circumstances.
- 21.6 The provision of a paid meal break after a maximum of five hours work will apply to both ordinary hours and additional hours and will be subject to payment at the rate prescribed for the working of such hours.

22 Shift Rosters

- 22.1 The parties agree that the Rail Commissioner will assign work to employees covered by this Agreement on rostered working arrangements in order to best meet prevailing operational needs.
- 22.2 Shift rosters will specify the commencing and finishing times of the respective shifts and will ensure that employees have at least twelve consecutive hours off duty between the rostered work of successive days.

- 22.3 The method of working shifts and the time of commencing and finishing shifts once having been determined may be varied by agreement between the Rail Commissioner and the majority of employees concerned to suit the circumstances of the Rail Commissioner's business.
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- 22.4 Any change to established shift patterns will be advised to the workgroup affected and be subject to the consultative provisions of this Agreement prior to implementation.
- 22.5 Any changes to starting times or other shift arrangements required once rosters are established will be advised at least 7 days prior to such changes being implemented, or less than 7 days prior by mutual agreement.
- 22.6 Any shift worked in addition to work performed as part of an employee's ordinary hours (i.e. overtime) will be subject to the provisions of clause 25 – Overtime.

23 Shift Allowances

- 23.1 An employee working an **early morning shift** will be paid 50 percent more than the employee's ordinary rate for those hours worked on that shift before 7.00 a.m.
- 23.2 An employee working **afternoon shift** will be paid for ordinary hours worked on that shift 15 percent more than the employee's ordinary rate.
- 23.3 An employee working **night shift** will be paid for ordinary hours worked on that shift 35 percent more than the employee's ordinary rate.
- 23.4 An employee working on a **Saturday** will be paid for ordinary hours worked on that shift 50 percent more than the employee's ordinary rate.
- 23.5 An employee working on a **Sunday** will be paid for ordinary hours worked on that shift 100 percent more than the employee's ordinary rate.
- 23.6 An employee working on a **public holiday** will be paid for all hours worked on that shift 150 percent more than the employee's ordinary rate.
- 23.7 Subject to clause 22.6, an employee who works on an afternoon or night shift as an alternative to the shifts rostered for that employee within a fortnightly roster cycle will be paid for ordinary hours worked on that shift at the rate of time and a half for the first three hours of such shift and double time for the remaining hours thereof in substitution for the applicable shift allowance.

24 Daylight Saving

An employee working a shift either at the time of commencement or termination of daylight saving hours, will be paid for the rostered hours for that shift regardless of the clock moving forward or backward during the shift.

25 Overtime

- 25.1 The Rail Commissioner may require an employee to work reasonable additional hours as overtime, which, for the purpose of this Agreement, means any work performed in addition to work performed as part of an employee's ordinary hours
- 25.2 Any time worked as overtime (including periods where an employee may be recalled to work) requires prior approval and consideration of fatigue management principles.
- 25.3 An employee may, in accordance with the provisions of s63 of the *Fair Work Act*, refuse to work additional hours if they are unreasonable.
- 25.4 Section 62(3) of the Act sets out the basis on which additional hours may be determined to be reasonable or unreasonable. Such circumstances may include:
- any risk to employee health and safety
 - the employee's personal circumstances including any family responsibility
 - the needs of the workplace or enterprise
 - the notice (if any) given by the Rail Commissioner of the overtime and by the employee of their intention to refuse it.
- 25.5 In addition, consideration will be given to the amount of overtime worked by an individual employee within the preceding fortnight. One additional shift in excess of that ordinarily rostered in any one fortnight period, and a total of not more than an accumulation of 10 hours daily overtime per fortnight, has generally been considered reasonable.
- 25.6 Additional hours worked Monday to Saturday will be paid at the rate of time and one half for the first three hours and double time thereafter, and double time for Sunday.
- 25.7 The provisions in this clause will not apply where the time is worked:
- by arrangements between the employees themselves; or
 - for the purpose of effecting the customary rotation of shifts
- 25.8 An employee working overtime will be allowed a crib break of **20 minutes** without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib break.
- 25.9 Unless the period of overtime is **less than one and a half hours** an employee before starting overtime after working ordinary hours will

be allowed a meal break of **20 minutes** which will be paid for at ordinary rates.

25.10 The Rail Commissioner and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Rail Commissioner will not be required to make payment in respect of any time allowed in excess of 20 minutes.

25.11 In calculating overtime, each day shall stand alone.

26 Rest Period after Overtime

26.1 When overtime work is necessary, employees must have at least ten consecutive hours off duty between the work of successive days.

26.2 An employee who works overtime between the termination of the employee's ordinary rostered work on one day and the commencement of the employee's ordinary rostered work on the next day whereby the employee has not had at least ten consecutive hours off duty between those times must, subject to this clause be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary rostered working time occurring during such absence.

26.3 If on the instruction of the Rail Commissioner an employee resumes or continues work without having had the ten consecutive hours off duty, the employee must be paid at double rates until released from duty for ten consecutive hours and the employee is also 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.

27 On Call Allowance

27.1 Where an employee is required to be on-call outside the ordinary hours of work they will be entitled to an allowance as detailed in Schedule 3 (Allowances).

27.2 An employee will, when recalled for duty outside ordinary working hours, be entitled to a minimum payment of 4 hours at the appropriate overtime rate, except in the case of time worked before the usual starting time and extending into the usual working time.

27.3 Except in the case of unforeseen circumstances arising, an employee will not be required to work the full 4 hours if the job he/she was recalled to perform is completed within a shorter period.

28 On-Call Conditions

28.1 No employee should be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to same.

- 28.2 The frequency, duration, etc, of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to occupational, health and safety considerations.
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- 28.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence
- 28.4 Employees who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment, are in place).
- 28.5 Time worked in the circumstances of the employee being on-call will not be regarded as overtime for the purposes of clause 25.2 if the actual time worked is less than four hours on such recall or on each of such recalls.
- 28.6 Subsequent call backs within 4 hours of an initial call back (other than to attend to a worksite to rectify faults not appropriately attended to during the initial recall to duty) will be treated as separate call backs.

PART 6 – TYPES OF LEAVE AND PUBLIC HOLIDAYS

27 Annual Leave

27.1 Period of leave

A full time employee under this Agreement is entitled to a period of 28 consecutive days leave, including non-working days, (i.e. four weeks) after each twelve months service (less the period of annual leave) with TransAdelaide.

27.2 .1 For administrative ease, the entitlements in clauses 27.1 or 27.2 are converted to an hourly entitlement (i.e. 152 hours or 190 hours respectively for a full time employee).

27.2 Additional leave for seven day shift workers

27.2.1 In addition to leave provided for in clause 27.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and public holidays, will be allowed seven consecutive days leave including non-working days (i.e. one additional week).

27.2.2 Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in clause 27.1 increased by half a day for each month the employee is continuously engaged as a seven day shift worker.

28 Payment for Annual Leave

Annual leave is paid at ordinary rates of pay excluding payments in respect of overtime, shift penalties, special rates or other payment which might have been payable to the employee as a reimbursement for expenses incurred.

29 Annual Leave Loading

29.1 During a period of annual leave an employee will receive a loading calculated on the ordinary base rate of pay. The loading will be as follows:

29.1 (a) Employees who would have worked on day work only had they not been on leave - a loading of 17.5 percent.

29.1(b) Employees who would have worked on shift work had they not been on leave - a loading of 20 percent.

29.2 The loading prescribed by this subclause on termination will only apply to completed months of pro rata annual leave accruals.

30 Entitlement to cash out annual leave

30.1 An employee may request to receive payment in lieu of an amount of accrued annual leave, provided the employee retains a balance equal to a period of 28 consecutive days leave, including non-working days (i.e. 152 hours for a full time employee), subject to the conditions set out in this clause.

- 30.2 The Rail Commissioner will consider the request having regard to the employee's circumstances and may only refuse the request on reasonable grounds relating to fatigue and occupational health and safety.
- 30.3 The payment in lieu of an amount of accrued annual leave is calculated at the employee's ordinary base rate of pay applicable under this agreement (i.e. hourly rate) as at the date the request is made. Leave loading will not apply.
- 30.4 The Rail Commissioner must not require an employee to cash out an entitlement to accrued annual leave or exert influence or pressure on an employee to decide whether or not to cash out an entitlement accrued annual leave.
- 30.5 The employee's request and the Rail Commissioner's approval made under this clause must be recorded in writing.

31 Leave is to be taken

The annual leave provided by this clause should be taken as leave. Payment will not be made or accepted in lieu of annual leave for Employees unless:

- 31.1 The employee has an accrued annual leave balance of at least 10 weeks; and
- 31.2 The employee has taken a minimum of 4 weeks' annual leave in the 12 months preceding the application.
- 31.3 An employee with an accrued annual leave credit of greater than 8 weeks may be directed to take such leave prior to the next entitlement to annual leave coming due.

32 Payment of Leave on Termination

Employees are entitled to payment of accrued annual leave on termination of employment.

33 Personal/Carer's Leave

The provisions of this clause apply to full-time employees and part-time employees (on a pro rata basis).

33.1 Definitions

The term **immediate family** includes:

- **spouse** (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- **child** or an **adult child** (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

33.2 Amount of paid personal leave

33.2.1 Paid personal leave is available to an employee when they are absent:

- due to personal illness or injury;
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

33.2.2 An employee is entitled to 12 days (91.2 hours) personal leave per year payable at the rate the employee would reasonably have expected to be paid if he/she had worked during that period and subject to the conditions set out at clause in regard to the operation of a Sick Leave pool.

33.3 **Personal leave for personal injury or sickness**

Subject to clause 33.7 (Sick Leave Pool) of this Agreement an employee is entitled to use their personal leave entitlement, including accrued leave, for the purposes of personal illness or injury, subject to the conditions set out in this clause.

33.3.1 **Personal leave to care for an immediate family or household member**

33.3.1 (a) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

33.3.1 (b) The entitlement in 33.3.1(a) is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances, an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

33.3.1(c) By agreement between the Rail Commissioner and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 33.3.1(a) and beyond the limit set out in 33.3.1(a). In such circumstances, the Rail Commissioner and the employee shall agree upon the additional amount that may be accessed.

33.4 **Notification Requirements**

33.4.1 Employees must notify the Rail Commissioner if they will be absent from work. The notification:

- must be given by the employee as soon as reasonably practicable (prior to the commencement of the employee's shift); and
- state the reasons why the employee requires leave (that is whether it is due to personal illness, personal injury, personal illness or injury affecting an immediate family

member or household member, or an unexpected emergency).

33.4.2 Employees are not entitled to personal/carer's leave if they do not comply with a notification requirement set out in this clause.

33.5 Evidence supporting claim

33.5.1 An employee is entitled to leave for personal illness or injury without the production of a medical certificate or other supporting evidence for any period of personal leave relating to personal illness or incapacity for a period up to 2 working days.

33.5.2 When taking leave for personal illness or injury in excess of the limit set out in 33.5.1, the employee must establish by production of a medical certificate or other supporting evidence from a qualified medical practitioner that the employee was unable to work because of personal injury or illness.

33.5.3 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must establish, by production of a medical certificate or other supporting evidence from a qualified medical practitioner, the illness of the person concerned and that such illness requires care by the employee.

33.5.4 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to the Rail Commissioner, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

33.5.5 Notwithstanding the provisions set out herein, the Rail Commissioner may require an employee to provide evidence in support of an absence relating to Personal Leave at any time, where reasonable grounds exist to require such evidence.

33.6 Unpaid personal leave

33.6.1 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

33.6.2 The Rail Commissioner and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days per occasion, provided the requirements of 33.4 and 33.5 are met.

33.7 Sick Leave Pool

The Parties agree to continue the current arrangements associated with the operation of a Sick Leave Pool policy applicable to Rail Commissioner employees.

34 Compassionate Leave

The provisions of this clause apply to full-time employees and part-time employees (on a pro rata basis).

34.1 Paid leave entitlement

34.1.1 An employee is entitled to up to two days compassionate leave on each occasion of the death in Australia of either a member of the employee's immediate family or household or who contracts, sustains or develops a personal illness or injury that poses a serious threat to his or her life.

34.1.2 Reasonable proof of such death will be furnished by the employee.

34.2 Unpaid compassionate leave

An employee may take unpaid compassionate leave by agreement with the Rail Commissioner.

34.3 Documentation Requirements

The Rail Commissioner may require employees to provide any evidence that it reasonably requires of the illness, injury or death.

34.4 Full time, part time and casual employees are entitled to a maximum of 3 days of unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness, injury or unexpected emergency and only if they cannot take paid personal/carer's leave.

34.5 The same notification requirements apply for the taking of unpaid carer's leave.

35 Parental Leave

Subject to the terms of this clause employees are entitled to a maternity, paternity and adoption leave and to request flexible working arrangements in connection with the birth or adoption of a child. The provisions of this clause apply to full time and part time employees but do not apply to casual employees.

35.1 Definitions

35.1.1 For the purposes of this clause **child** means a child of the employee (or children in the case of a multiple birth) under the age of 1 year except for adoption of a child where 'child' means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of 6 months or more.

35.1.2 Subject to clause 35.1.3, in this clause, **spouse** includes a de facto or former spouse.

35.1.3 In relation to clause 29.5, **spouse** includes a defacto spouse but does not include a former spouse.

35.2 **Basic Entitlement**

35.2.1 After 12 month's continuous service, parents are entitled to a combined total of leave that is not to exceed 104 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for male's paternity leave may be taken. Adoption leave may be taken in the case of adoption.

35.2.2 Parental leave is to be available only to one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child; and
- (b) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

35.3 **Maternity Leave**

35.3.1 For the avoidance of doubt, maternity leave provisions under this clause are leave without pay. Refer to clause 3 for paid maternity leave provisions.

35.3.2 An employee must provide notice to the Rail Commissioner in advance of the expected date of commencement of parental leave. The notice requirements are:

- 35.3.2(a) the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
- 35.2.2(b) the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

35.3.3 When the employee gives notice under 35.3.2(a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

35.3.4 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

35.3.5 Subject to 35.2.2, and unless agreed otherwise between the Rail Commissioner and employee, an employee may

commence parental leave at any time within 6 months immediately prior to the expected date of birth.

- 35.3.6 Where any employee continues to work within the six week period immediately prior to the expected date of birth, or where ~~the employee elects to return to work within 6 weeks after the~~ birth of the child, the employee is required to provide a medical certificate stating that she is fit to work on her normal duties.

35.4 **Special Maternity Leave**

- 35.4.1 Where the pregnancy of an employee who is not on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave for such time as a registered medical practitioner certifies as necessary.

- 35.4.2 Where an employee suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

- 35.4.3 Where an employee who is not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternal leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

- 35.4.4 Where leave is granted under this section, during the period of leave an employee may return to work at any time, as agreed between the Rail Commissioner and the employee provided that the time does not exceed 4 weeks from the recommencement date desired by the employee.

35.5 **Paternity Leave**

- 35.5.1 For the avoidance of doubt, paternity leave is leave without pay.

- 35.5.2 An employee will provide to the Rail Commissioner at least 10 weeks prior to each proposed period of paternity leave:

35.5.2.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or provides the date on which the birth took place;

35.5.2.2 written notification of the dates on which it is proposed that the leave commences and concludes; and

35.5.2.3 a statutory declaration stating:

- he will take that period of paternity leave to become the primary care giver of the child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

35.5.3 The employee will not be in breach of this clause if the failure to give the required notice is due to the birth occurring earlier than expected, the death or serious illness of the mother or child or other compelling circumstances.

35.6 Adoption Leave

35.6.1 For the avoidance of doubt, adoption leave provisions under this clause are leave without pay. Refer to clause 35.7 for paid adoption leave provisions.

35.6.2 The employee will notify the Rail Commissioner at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where through circumstances beyond their control, the adoption takes place earlier.

35.6.3. Before commencing adoption leave an employee will provide the Rail Commissioner with a statutory declaration stating:

- 35.6.3.1 the employee is seeking adoption leave to become the primary caregiver of the child;
- 35.6.3.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and
- 35.6.3.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

35.6.4 The Rail Commissioner may require the employee to provide confirmation from the appropriate Government authority of the placement.

35.6.5 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Rail Commissioner immediately and the Rail Commissioner will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.

35.6.6. An employee will not be in breach of this clause as a consequence of failure to give appropriate notice if it results from a requirement of an adoption agency to accept earlier or later placement of a child, the death or serious illness of a spouse or other compelling circumstances.

35.6.7 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Rail Commissioner will agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days unpaid leave. Where paid leave is available to the employee, the Rail Commissioner may require the employee to take such leave instead.

35.7 Paid Maternity Leave and Adoption Leave

35.7.1 Subject to this Agreement a full time employee who has completed 12 months continuous service immediately prior to the birth of a child, or immediately prior to taking custody of an adopted child, is entitled to 16 weeks of paid maternity/adoption leave payable at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date leave commences. The period of paid leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

35.7.2 Following the approval of this Agreement, an employee who at the time of taking such paid maternity or adoption leave has been employed in the SA public sector for not less than five (5) years(including any periods of approved unpaid leave) will be entitled to 18 weeks paid leave.

35.7.3 The following conditions apply to an employee applying for paid maternity or paid adoption leave:

- (a) the total of paid and unpaid is not to exceed 104 calendar weeks in relation to the employee's child, "child" to include children of a multiple birth/adoption.
- (b) an employee will be entitled to the applicable maximum period of paid leave, paid at the employee's ordinary rate of pay (as outlined at 35.7.1) from the date such leave commences.

35.7.4 At the time of applying for paid maternity/adoption leave, the employee may elect in writing:

- (a) to take the paid leave in 2 periods split into equal proportions during first 12 months of the commencement of their paid leave; or
- (b) to take the paid leave at half pay in which case notwithstanding any other clauses of this Agreement, the employee will be entitled, during the period of leave to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
- (c) a combination of (a) and (b).

35.7.5 Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

35.7.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence of confinement.

35.7.7 This clause operates notwithstanding the *Paid Parental Leave Act 2010 (Cth)*.

35.8 Variation of the Period of Parental Leave

Unless agreed otherwise between the Rail Commissioner and the employee, an employee may apply to the Rail Commissioner to change the period of parental leave on one occasion. Such change must be notified at least 4 weeks prior to the commencement of the proposed change arrangements.

35.9 Right to Request

An employee entitled to parental leave pursuant to the provisions of this Agreement may request the Rail Commissioner to allow them:

35.9.1 To extend the period of simultaneous unpaid parental leave provided for within this Agreement up to a maximum of 8 weeks;

35.9.2 To extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months; and

35.9.3 To return from a period of maternity or adoption leave on a part time basis, at the employee's substantive level, until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

35.9.4 The Rail Commissioner will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.

35.10 Employee's Request and Employer's Decision to be in Writing

The employee's request and the Rail Commissioner's decision made under this Agreement must be recorded in writing.

35.11 Use of Parental Leave in conjunction with and other entitlements

An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of paid and unpaid leave not exceeding 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.

35.12 Transfer to a Safe Job

35.12.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue with her present work, the employee will, if there is a safe job available, be transferred to a safe job that has the same ordinary hours of work as the employee's present position or a different number of ordinary hours agreed to by the employee.

35.12.2 If there is no appropriate safe job available, the employee is entitled to take "no safe job leave" for the duration of the risk period and to be paid at the employee's base rate of pay for the duration of that period.

35.12.3 If transferred to an appropriate safe job, the employee will be paid at the employee's full rate of pay (for the position she was in before the transfer) for all ordinary hours worked during the risk period.

35.13 Returning to Work After a Period of Parental Leave

35.13.1 An employee will notify of their intention to return to work after the period of parental leave at least four weeks prior to the expiration of the leave.

35.13.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave.

35.13.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is

capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

35.14 Request to Return to Work Part Time

- 35.14.1 Where an employee wishes to make a request under this Agreement to return to work on a part time basis, such request must be made no less than 6 weeks prior to the date upon which the employee is due to return to work from maternity or adoption leave. The employee will provide to the business unit manager such information as may reasonably be required, including the proportion of time sought, and the date the relevant child will reach school age.
- 35.14.2 In the event that the worker has returned to work on a part time basis, then at least 12 weeks prior to the relevant child reaching school age, the employee will advise the general manager whether the employee will revert to employment on a full time basis or wishes to continue to be employed on a part time basis. Continuation of part time arrangements will remain at the Rail Commissioner's discretion.

35.15 Replacement Employees

- 35.15.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- 35.15.2 Before the Rail Commissioner engages a replacement employee, the Rail Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

35.16 Communication during Parental Leave

- 35.16.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the Rail Commissioner shall take reasonable steps to make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before they commenced leave.
- 35.16.2 In addition the Rail Commissioner will provide an opportunity for the employee to discuss any significant effect will have on the position they held before commencing parental leave.
- 35.16.3 The employee shall take reasonable steps to inform the Rail Commissioner about any significant matter that will affect the employee's decision regarding the duration of parental

leave to be taken, whether the employee intends to return to work and whether the employee intends to request a return to work on a part time basis.

35.16.4 The employee will also notify the Rail Commissioner of changes of address or other contact details which might affect the Rail Commissioner's capacity to comply with this clause.

36 Long Service Leave and Public Sector Skills and Experience Retention Leave Entitlement

36.1 Pursuant to Schedule 1 of the *Public Sector Act 2009* (the "Act") and the Commissioner for Public Employment Determination 3.1 – Employment Conditions – Leave (as may be varied, amended or replaced) employees are entitled to Long Service Leave and Public Sector Skills and Experience Retention Leave as provided in Schedule 1 of the Act, save that reference to the Commissioner or Chief Executive will be taken to refer to the Rail Commissioner.

36.2 Employees subject to this Agreement will also be entitled to such other forms of leave as may accrue by virtue of continuous service with the Rail Commissioner.

37 Community Service Leave

37.1 Jury Service

37.1.1. Employees who are required for jury service will be allowed reasonable time off work to attend. Proof of attendance, the duration of attendance and the amount received will be provided by the employee to the Rail Commissioner.

37.1.2. Employees will be paid the difference between the amount paid for such jury service and any wages, including penalty payments, he or she would have received if they had been rostered to work during such period of jury service.

37.2 Other Community Service Activity

37.2.1 Where an employee engages in an eligible community service activity, excluding jury service, he or she is entitled to take unpaid leave for the reasonable duration of the activity, provided that the employee's absence is reasonable in the circumstances. An eligible community service activity includes the carrying out of voluntary emergency management activities, prescribed in the applicable legislation.

37.2.2 The reasonable duration of the activity may include travelling time and reasonable rest time following the activity.

- 37.1.5. Employees will be required to give the Rail Commissioner notice of an absence for eligible community service activity under this clause and must advise the Rail Commissioner of the period or expected period of the absence. The Rail Commissioner may also require a satisfactory evidence of the employee's participation in the activity for which leave is requested.

38 Public Holidays

38.1 Prescribed Holidays

- 38.1.1 Employees are entitled to the following public holidays without loss of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Adelaide Cup Day
- Sovereign's Birthday
- Labour Day
- Christmas Day;
- Proclamation Day.

- 38.1.2 In addition to the holidays described herein, employees are also entitled without loss of pay to any other day proclaimed to be a public holiday in the State of South Australia.

- 38.1.3 A public holiday must be paid for on the basis of the ordinary working hours for the day observed.

- 38.1.4 For avoidance of doubt, part-time employee is not entitled to payment for a public holiday falling on a day the employee is not rostered or contracted to work.

38.2 Substitution of certain public holidays which fall on a weekend

- 38.2.1 Where Christmas Day falls on a Saturday or on a Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.

- 38.2.2 Where Proclamation Day falls on a Saturday or on a Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.

- 38.2.3 Where New Year's Day falls on a Saturday or on a Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.

- 38.2.4 The Rail Commissioner and employees may agree to substitute other public holidays.

38.3 Not required to work on a public holiday

- 38.3.1 A full-time employee who is not required to work on a public holiday, that would have otherwise been an ordinary working day, will be paid as for 8 hours at the

ordinary rate, irrespective of any under time, ordinary time or overtime credited in the fortnightly pay period in which that public holiday occurs.

- 38.3.2 A part-time employee who is not required to work on a public holiday, that would have otherwise been an ordinary working day, will be paid at the ordinary rate for the ordinary hours that would normally have been worked under the terms of their contract of employment.

38.4 **Payment for Time Worked on Public Holidays**

- 38.4.1. An employee required to work on a public holiday will receive payment for the hours worked at the rate of **time and one half** and in addition, one day's pay in lieu, unless on application by the employee, they will receive a credit of one day's leave in lieu of the holiday.
- 38.4.2. For work on a public holiday occurring on a day on which they would not normally be booked on duty, an employee will be paid at the rate of **double time and a half**.
- 38.4.3 For work on a public holiday on which they would normally be booked on duty which is in excess of, or outside, the hours they would normally work on that day, an employee will be paid at the rate of **double time and a half**.
- 38.4.4 An employee whose rostered day off falls on a public holiday will be paid for that day at the ordinary rate.

38.5 **Public holiday during annual leave**

Should a public holiday occur during the currency of an employee's recreation leave an additional day in lieu of such holiday will be added to the recreation leave. The public holiday will not be regarded as annual leave and therefore payment for the public holiday must not be included in the annual leave loading calculation.

38.6 **Acting in a Higher Grade – Public Holidays**

Where an employee acts in a higher class or grade on the working day immediately preceding a public holiday, payment for the holiday will be made at the higher rate.

PART 7 – OTHER MATTERS

39 Salary Packaging Arrangements

- 39.1. This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the Rail Commissioner and the employee which enables salary packaging arrangements to be put in place.
- 39.2. Subject to this clause the salary payable to an employee or applicable to a position where the occupant elects to enter into an SSA will be the salary payable under the SSA, notwithstanding any other provision in or schedule to this Agreement.
- 39.3. Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into an SSA.
- 39.4. Where on cessation of employment, the Rail Commissioner makes payment in lieu of notice, or a payment in respect of accrued leave entitlements (instead of transferring leave credits to another SA Public Sector Employer) the payment shall be based on the salary that would have been payable had the employee not entered into an SSA.

40 Training, Development and Succession Planning

- 40.1 To support this, regular performance reviews will be undertaken with all employees (at least annually). The outcome of these reviews will be a record of agreed performance measures and training and development activities.
- 40.2 These will relate to the requirements for continuous improvement in performing the duties of the role, as detailed in the related job description, and in supporting appropriate career advancement.
- 40.3 The Rail Commissioner commits to supporting arrangements for effective business/works planning and management and development of individual performance by:
- Providing appropriate training and support for supervisors and managers.
 - Co-ordinating the allocation of appropriate resources for implementing priority training and development activities, identified through performance reviews and business planning activities.
- 40.4 The shared commitment to enable performance improvement is recognised. The Rail Commissioner will continue to use a competency based development and assessment regime and wherever possible, this will be in accordance with relevant standards identified within the Australian Quality Training Framework (AQTF).
- 40.5 Assessment of competence will be undertaken, as appropriate, by qualified assessors employed by the Rail commissioner or through external providers.

- 40.6 In support of individual career progression and effective workforce planning, employees will be involved in activities designed to meet future workforce needs. In addition to individual performance development review and business planning processes, such activities are likely to include contribution to focus groups, completion of questionnaires, etc.
-
- 40.7 To promote the efficient and effective delivery of services to the Rail Commissioner's customers, the classification structure will recognise the requirement for increasing levels of multiskilling.
- 40.8 Progression to higher classification levels will be on the basis of the Rail Commissioner confirming that the individual:
- is required to apply that higher level of competence in performing the duties detailed in the related job description
 - is formally assessed as competent to perform those duties at the higher level.
- 40.9 The Rail Commissioner will implement a process for resolving disputed classifications.
- 40.10 To achieve continuous improvement in service delivery and expand the knowledge base of the organisation, all employees will contribute to activities for ensuring the successful transfer and sharing of knowledge and expertise with colleagues.
- 40.11 A variety of approaches will be used as appropriate to the workgroup and individual employees. Such activities may include contribution to arrangements for:
- Documenting and reviewing work practices
 - Inducting new employees
 - Refresher training for existing employees.
- 40.12 The parties share a joint commitment to implementing improved arrangements for the successful integration of additional apprenticeships and traineeships within the organisation.

41 Initiatives and Undertakings to apply during life of Agreement

41.1 Introduction of Electric Rail Services across the rail network

The parties acknowledge that preparation for the electrification of the train network, the introduction of Electrical Multiple Units (EMUs) and the reconfiguration of various network assets are due to occur during the life of this Agreement. The parties commit to undertake an effective consultative process prior to implementation of associated operational processes and procedures in order that employees are made aware of operational and environmental requirements arising from such initiatives.

- 41.2 Through this consultative process, it is intended that affected workgroups are provided with regular updates of progress and the capacity to contribute to the development of recommendations relating to operational requirements through the Consultative Committee process.

41.3 Review of Shift Roster processes

A review of current shift rostering processes will be undertaken in conjunction with nominated employee representatives, such review to commence within 6 months of the approval of this Agreement, with a view to ensuring that shift rosters remain appropriate to the operational requirements of relevant workgroups.

41.4 Classification Criteria

The parties agree to undertake a review of the classification criteria which may be applied to employees engaged to undertake the role of Track Protectors under this Agreement within 6 months of the approval of this Agreement.

42 No Forced Redundancy

42.1. The parties acknowledge that there will be no forced redundancy for the employees with the right of ongoing employment bound by this Agreement for the life of the Agreement.

42.2. The Rail Commissioner will endeavour to find appropriate work for employees before they are formally declared excess to requirements.

43 Redeployment

43.1. The Rail Commissioner is required to abide by *Commissioner's Standard 2 – 'Quality Staffing'* issued by the Commissioner for Public Employment (or its successors), where an employee is declared surplus to the Rail Commissioners organisational requirements

43.2. A redeployee will no longer be supplied with a uniform and/or protective clothing. However, in circumstances where a redeployee is required to wear protective clothing when undertaking temporary work placement, The Rail Commissioner will arrange to supply the protective clothing. Any issue/replacement would be on a fair wear and tear basis.

44 No Extra Claims Commitment

During the life of this Agreement the parties bound undertake not to pursue claims except where consistent and contemplated by this Agreement.

45 Not to be Used As a Precedent

This Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

46 Flexibility Term

46.1 The Rail Commissioner and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the affect of terms of the agreement if:

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) taking of annual leave; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

- 46.2 The Rail Commissioner 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.

- 46.3 Rail Commissioner 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 affect 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.

- 46.4 The Rail Commissioner must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 46.5 The Rail Commissioner or an 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 Rail Commissioner and the employee agree in writing – at any time.

47 **Use of Contractors**

Consistent with commitments contained in the objectives of this Agreement, where the Rail Commissioner identifies a business need it can proceed through agreed consultative processes to engage contractors to ensure that the Rail Commissioners employees are engaged in work requiring the skills held by those employees, and that duties not requiring these skills are performed by contractors where the Rail Commissioner does not have sufficient available employees. The Employee Representatives agree to not unreasonably delay or obstruct the objectives of this provision.

48 **Supplementary Staffing**

- 48.1 The Rail Commissioner may employ supplementary employees to cover excessive workloads caused by unplanned increases in work or for special programs or events or where a particular skill is not available or readily available through short-term training from the Rail Commissioner's operational or surplus employees.
- 48.2 A supplementary employee can be a part time or full time employee engaged to work for a fixed term of employment generally not exceeding six months.

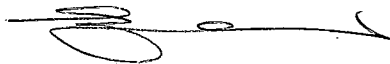
Where it is considered that the fixed term of employment may be longer than six months, the Rail Commissioner will consult with the Organisation of Employee/s concerned to determine the term of employment and will consider any alternative proposals by the Organisation of Employee/s concerned regarding coverage of the work.

- 48.3 A supplementary employee will be classified and paid pursuant to this Agreement.
- 48.4 A supplementary employee will receive annual leave entitlements based on the term of their employment. The supplementary employee will be paid such leave entitlements at the end of the term of their employment.
- 48.5 A supplementary employee will receive one days-paid sick leave entitlement for every four weeks of term employment.
- 48.6 A supplementary employee will not be eligible for any other paid leave entitlements.
- 48.7 In the event that the Rail Commissioner proposes to retain a supplementary employee beyond the term of their initial employment or re-engage the person within a period of six weeks, the individual is to be made a full time employee.
- 48.8 Employment of supplementary employees will not occur where a permanent employee of the same occupation is available to transfer to this work

SIGNATORY PAGE

DATED this 9th day of SEPTEMBER 2013.

SIGNED for Rail Commissioner by:



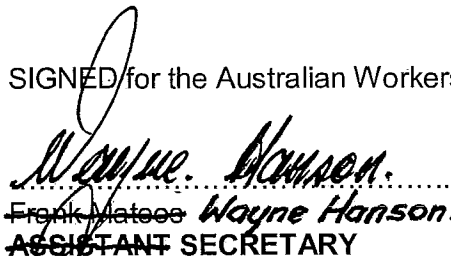
.....
Emma Thomas
RAIL COMMISSIONER

SIGNED for the Australian Rail, Tram and Bus Industry Union, SA/NT Branch by:



.....
Darren Phillips
A/BRANCH SECRETARY
of Ray Hancox House 63 Ledger Road Beverley 5009

SIGNED for the Australian Workers' Union by:


.....
~~Frank Matos~~ **Wayne Hanson.**
ASSISTANT SECRETARY

of 22-24 Main Street, Mawson Lakes SA 5095

SCHEDULE 1 CLASSIFICATION STRUCTURE

S1.1 CLASSIFICATION DEFINITIONS INFRASTRUCTURE EMPLOYEES

S1.1.1 Infrastructure Employee Level 1

S1.1.1 (a) Employees at this level will be required to perform a broad range of routine tasks, and

S1.1.1 (b) will be required to successfully complete the following training requirements:

- Certificate I in Transport and Logistics (Rail – Infrastructure) or equivalent

S1.1.1(c) Work at this level is characterised by the following:

- generally labour intensive in nature;
- the application of specific and prescribed training and experience;
- performed under direction by way of verbal, written or diagrammatic direction;
- may require the operation of machinery, equipment and/or facilities, requiring the exercise of skills and knowledge appropriate to this level;
- require the exercise of limited judgement in the execution of their own work;
- provide assistance and co-operation to other employees;
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member.

S1.1.2 Infrastructure Employee Level 2

S1.1.2(a) Employees at this level will be required to perform a range of higher level operation tasks above and beyond the skill and knowledge of an employee at Level 1, and

S1.1.2 (b) Will have completed the following training requirements:

- Certificate I and II in Transport and Logistics (Rail – Infrastructure) or equivalent

S1.1.2(c) Work at this level is characterised by the following:

- prerequisite skills have been acquired through relevant experience and/or some specialised training;
- may require the operation of machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 1;
- performed under general direction;
- exercise judgement and initiative in the day to day execution of their own work;
- instruction given is by way of general direction;
- provide assistance and co-operation to other employees;
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member;

- may from time to time be required to perform work of a lower level

S1.1.3 Infrastructure Employee Level 3

S1.1.3(a) Employees at this level will be required to perform a range of higher level operative tasks which are above and beyond the skill and knowledge of an employee at Level 2, and

S1.1.3 (b) Will have completed the following training requirements:

- Certificate III in Transport and Logistics (Rail – Infrastructure) or equivalent

S1.1.3(c) Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training;
- may require the set up, program and operation of machinery, equipment and/or facilities;
- performed under limited direction;
- an ability to determine and appraise methods of work organization;
- the implementation of detailed directions and procedures;
- provide assistance and guidance within their level of expertise to other employees;
- assist in the provision of on the job training;
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member;
- may from time to time perform work of a lower level.

OR

S1.1.3 (d) Activities associated with Level 3 and the following:

- Allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being taken)
- Inspect and ensure the quality of work undertaken by employees,
- Advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- Ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- Prepare and maintain records and incident reports,
- Provide an overall on the job leadership role,
- Exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
- Assist in the on-the job- training of employees,
- Perform associated duties as directed.

S1.1.4 Infrastructure Employee Level 4

S1.1.4(a) Employees at this level will be required to apply either trade skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function, and

S1.1.4 (b) Will have completed the following training requirements:

TRADE

- contract of training (i.e. Apprenticeship) and demonstrate the required competencies of an tradesperson to the required ATQF level for the trade, and where required by legislation to a standard which qualifies the employee to hold the required License;

or

NON-TRADE

- Certificate I, II and III in Transport and Logistics (Rail – Infrastructure) or equivalents, and have extensive experience in a specialised function.

S1.1.4(c) Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge;
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 3;
- performed under broad guidelines;
- a capacity to programme detailed work functions;
- the ability to interpret complex instructions and procedures;
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees;
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member;
- may from time to time perform work of a lower level or incidental to their area of expertise.

OR

Activities associated with Level 3 and the following:

- allocate, and determine work priorities (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);
- inspect and ensure the quality of work undertaken by employees;
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;

- provide an overall on the job leadership role;
- exercise judgment and advise on matters requiring the application of his/her skills and knowledge;
- assist in the on-the-job training of employees;
- perform associated duties as directed.

S1.1.5 Infrastructure Employee Level 5

S1.1.5 (a) An Infrastructure Employee 5 is an employee who has completed the following training requirements:

- Successfully completed six appropriate modules in addition to the training requirements of the Infrastructure Employee Level 4; or
- Will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

S1.1.5(b) An Infrastructure Employee Level 5 works above and beyond an Infrastructure Employee Level 4 and to the level of his/her training:

- Exercises the skills attained through completion of the training and/or experience prescribed for this classification,
- Understands and implements quality control techniques,
- Provides trade guidance and assistance as part of a team,
- Exercises discretion within the scope of this grade,
- Works under limited supervision either individually or in a team environment,
- Reads, interprets and applies information from plans.

S1.1.5(c) The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training or equivalent to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques,
- Scheduled and plan work activity,
- Write brief reports on work activity
- Recognise hazards associated with tasks in the field of work,
- Exercise skills involved in fabrication, assembly, installation , repair, maintenance, modifying , design or minor construction and fit-out work,
- Provide support and assistance in other building trades areas to the level of training,
- Performs non-trade tasks incidental to his/her work,
- Performs work, which while primarily involving the skills of the employee's trade is incidental and peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

S1.1.5 (d) Activities associated with the Infrastructure Employee level 5 and the following:

- Allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
- Inspect and ensure the quality of work undertaken by employees, advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- Ensure that labour, tools, material and equipment are available , used efficiently and where appropriate , are properly maintained,
- Prepare and maintain records and incident reports,
- Provide an overall on-the-job leadership role,
- Exercise judgement and advise on matters requiring the application of the employee's skills and knowledge,
- Assist in the on-the- job training of employees,
- Perform associated duties as directed.

S1.1.6 Infrastructure Employee 6A

S1.1.6(a) An Infrastructure Employee 6A is an employee who has completed the following requirements:

- Successfully completed nine modules in addition to the requirements of Infrastructure Employee Level 5 or equivalent, or Certificate III in Business (Frontline Management) or ;
- Will have equivalent skills gained through work experience subject to having successfully completed skills test equivalent to the structured training requirements for this level,

S1.1.6(b) An Infrastructure Employee work above and beyond an Infrastructure Employee Level 5 and to the level of his/her training;

- Exercises the skills attained through completion of the training prescribed for this classification,
- Provides trade guidance and assistance as part of a work team,
- Understands and implements quality control techniques,
- Works under minimal supervision either individually or in a team environment, reads, interprets and applies information from plans.

S1.1.6(c) The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques,
- Exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction and fit- out work,
- Exercises skills in preventative maintenance programs,

- Performs non-trade tasks incidental to his/her work,
- Performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training,

S1.1.6(d) Activities associated with Infrastructure Employee Level 6A and the following:

- Allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
- Inspect and ensure the quality of work undertaken by employees, advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- Ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- Prepare and maintain records and incident reports,
- Provide an overall on-the- job leadership role,
- Exercise judgement and advise on matters requiring the application of the employee's skills and knowledge,
- Assist in the on-the-job training of employees,
- Perform associated duties as directed.

S1.1.7 Infrastructure Employee Level 6

S1.1.7(a) An Infrastructure Employee Level 6 is an employee who has completed the following training requirements:

- Successfully completed 10.5 appropriate modules in addition to the training requirements of an Infrastructure Employee Level 4 or
- Equivalent accredited training ; or Certificate IV in Business (Frontline Management) or ;
- Will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

S1.1.7 (b) An Infrastructure Employee Level 6 works above and beyond an Infrastructure Employee Level 6A and to the level of his/her training:

- Exercises the skills attained through completion of the training prescribed for this classification,
- Exercises discretion within their level of training,
- Provides trade guidance and assistance as part of a work team,
- Understands, implements and guides others in quality control techniques,
- Works under minimal supervision either individually or in a team environment,
- Reads, interprets and applies information from plans.

- Exercises responsibility for the inspection and approval of completed work as required

S1.1.7(c) The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using materials, equipment and/or specialised techniques,
- Possesses effective written and verbal skills in order to provide concise reporting and communication,
- Exercises advance skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction and fit-out-work,
- Exercises extensive skills in preventative maintenance programs,
- Undertakes inspections of infrastructure assets within the rail corridor to ensure compliance with relevant standards and to identify remedial works in cases of non-conformance.
- Conducts investigative and surveillance activities which contribute to critical safety advice, independent assessment & judgment of the condition of assets.
- Performs non-trade tasks incidental to his/her work,
- Performs work, which primarily involving the skills of the employee's trade is incidental and peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

S1.1.7(d) Activities associated with Infrastructure Employee Level 5 and the following:

- Allocate and determine work priorities (This may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
- Inspect and ensure the quality of work undertaken by employees,
 - Advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - Ensure that labour, tools, material and equipment are available, used efficiently and where appropriate, are properly maintained,
- Prepare and maintain records and incident reports,
- Provide an overall on-the-job leadership role,
 - Exercise judgement and advise on matters requiring the application of the acquired trade skills

SCHEDULE 2 – WAGES

SCHEDULE 2

INFRASTRUCTURE EMPLOYEE WAGE RATES

Classification	First full pay period on or after 1 January 2012		First full pay period on or after 1 January 2013		First full pay period on or after 1 January 2014	
	3% Increase Weekly rate	Hourly Rate	3% Increase Weekly rate	Hourly Rate	3% Increase Weekly rate	Hourly Rate
Infrastructure Employee 1						
First year	\$828.83	\$21.81	\$853.69	\$22.47	\$879.31	\$23.14
Thereafter	\$840.17	\$22.11	\$865.73	\$22.78	\$891.70	\$23.46
Infrastructure Employee 2						
First year	\$851.51	\$22.41	\$877.06	\$23.08	\$903.37	\$23.77
Thereafter	\$869.74	\$22.89	\$895.83	\$23.57	\$922.71	\$24.28
Infrastructure Employee 3						
First year	\$889.59	\$23.41	\$916.28	\$24.11	\$943.77	\$24.83
Thereafter	\$908.23	\$23.90	\$935.48	\$24.62	\$963.54	\$25.36
Infrastructure Employee 4 100%						
First year	\$981.15	\$25.82	\$1010.58	\$26.59	\$1040.90	\$27.39
Thereafter	\$1001.81	\$26.36	\$1031.86	\$27.15	\$1062.82	\$27.97
Infrastructure Employee 5 110%						
First year	\$1079.26	\$28.40	\$1111.64	\$29.25	\$1141.99	\$30.05
Thereafter	\$1101.99	\$28.99	\$1134.74	\$29.86	\$1169.10	\$30.77
Infrastructure Employee 6A 115%						
First year	\$1128.32	\$29.70	\$1162.17	\$30.58	\$1197.04	\$31.50
Thereafter	\$1152.08	\$30.32	\$1186.64	\$31.23	\$1222.24	\$32.16
Infrastructure Employee 6						
First year	\$1271.94	\$33.47	\$1310.10	\$34.86	\$1349.40	\$35.51
Second Year	\$1320.61	\$34.75	\$1360.23	\$35.80	\$1401.04	\$36.87
Third Year	\$1372.75	\$36.13	\$1413.93	\$37.21	\$1456.35	\$38.33
Thereafter	\$1424.82	\$37.50	\$1467.56	\$38.62	\$1511.57	\$39.79

TRANSLATION OF LEVEL 6 EMPLOYEES TO REVISED WAGE RATES

Existing Level 6 employees to progress to First Year Rate from 1 January 2012, Second Year rate from 1 January 2013, Third Year rate for 1 January 2014, Thereafter rate from 1 January 2015 (including any future adjustments).

Existing Track Inspectors to translate at current increment levels (majority at Thereafter rate) from 1 January 2012.

SCHEDULE 3 - ALLOWANCES

S3.2 Allowances and Special Rates

S3.2.1 Trainer/Assessor Allowance

S3.2.1 (a) An employee pursuant to this Agreement who is a qualified Trainer/Assessor will be paid an allowance as set out below when delivering competency based training or assessment, provided that an employee performing such work will not be paid less than their normal rostered work.

S3.2.1 (b) The delivery of competency-based training is defined as formal training and assessment as distinct from mentoring and coaching.

DATE OF OPERATION	First full pay period on or after 1/1/2012	First full pay period on or after 1/1/2013	First full pay period on or after 1/1/2014
Rate per hour	\$1.86	\$1.93	\$1.99

S3.2.2 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body will be paid a weekly allowance as set out below if appointed by The Rail Commissioner to perform first aid duty.

DATE OF OPERATION	First full pay period on or after 1/1/2012	First full pay period on or after 1/1/2013	First full pay period on or after 1/1/2014
Rate per week	\$13.95	\$14.37	\$14.80

S3.3 Meal allowance

S3.3.1 An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by The Rail Commissioner or paid the rate provided below for the first and for each subsequent meal.

DATE OF OPERATION	First full pay period on or after 1/1/2012	First full pay period on or after 1/1/2013	First full pay period on or after 1/1/2014
Meal Allowance	\$9.17	\$9.45	\$9.73

S3.4.1 Travelling time allowance

S3.4.1(a) An employee required to sign on or off elsewhere than at his/her headquarters will be paid at the ordinary rate for the time ~~reasonably occupied in travelling to and from such place of~~ signing on or off in excess of the time reasonably occupied in travelling between his/her residence and his/her headquarters, except on Saturdays, Sundays and public holidays when travelling time is payable at time and a half rates. This clause will not apply where the employee is absent from headquarters on expenses.

S3.5 Motor vehicle allowance

No employee is required, under any circumstances whatsoever, to use their private vehicle for official purposes if they do not wish to do so.

The payment of the allowance for the use of a private motor vehicle for purposes related to the employment will only occur where approval has been given by the Rail Commissioner prior to the actual use of the private motor vehicle by the employee.

Where an employee has been given approval by the Rail Commissioner to use their private motor vehicle for official purposes, such employee will be paid an allowance per kilometre travelled in accordance with *Commissioner's Standard 3.2 - Responsive and Safe Employment Conditions - Remuneration - Allowances and Reimbursements*, as amended or superseded.

S3.6 On Call Allowance

Employees who are rostered to be on-call of a night time or during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty (as applicable), will be paid an allowance for each night or day (as applicable) as follows:

	On or after 1 January 2012	On or after 1 January 2013	On or after 1 January 2014
Monday to Friday	\$27.15/day	\$27.95/day	\$28.80/day
Weekends/Public Holidays/Rostered Days Off	\$47.45/day	\$48.85/day	\$50.30/day

On Call Conditions

S3.6.1 An On Call roster will be developed in consultation with the workgroup involved.

S3.6.2 No employee will be required to enter into an On Call arrangement other than voluntarily and may elect to cease such an arrangement at any time, subject to provision of reasonable notice.

S3.6.3 Employees rostered to be On Call under the agreed roster arrangements will be required to attend to unplanned situations requiring the rectification of faults or repair of equipment likely

- to disrupt the continuous operation of the train or tram rail network.
- S3.6.4 No employee will be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangement that would require an employee to be on-call more frequently may only be introduced where the employee concerned genuinely agrees to the same.
- S3.6.5 The frequency and duration of an employee being on-call is to be established through consultation with the employees concerned, having particular regard to occupational, health and safety considerations.
- S3.6.6 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- S3.6.7 Employees who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment are in place).
- S3.6.8 An employee recalled to duty as a result of being rostered to be on call will be paid a minimum of 4 hours pay at prevailing overtime rates, but will be required to attend for duty only for the time required to attend to and complete the tasks which prompted a recall to duty.
- S3.6.9 Subsequent call backs within 4 hours of an initial call back (other than to attend a worksite to rectify faults not appropriately attended to during the initial recall to duty) will be treated as separate call backs.
- S3.6.10 Should the total time worked exceed 4 hours, payment for the additional hours worked will be made at the applicable overtime rate.
- S3.6.11 An employee recalled to duty will be required to complete only the work which prompted the initial request.
- S3.6.12 Calculation of the 4 hour period for which payment will be made will commence at the time the employee leaves home and conclude at the time the employee returns home. Employees will be required to notify the person who initiated their return to work of the completion time of the task involved and the anticipated time of their return home.
- S3.6.13 The conditions set out at clause 26 in relation to the provision of at least ten consecutive hours off duty following the completion of overtime work will apply equally to employees

engaged on out of hours work by virtue of participation in On Call arrangements.

- S3.6.14 To facilitate the timely response to situations requiring out of hours attendance, employees participating in On Call roster arrangements will be provided with a suitable vehicle on each rostered On Call day.
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SCHEDULE 4 - OTHER MATTERS

S4. Employees' Uniforms, Clothing and Equipment

S4.1 Uniforms and equipment

- S4.1.1 The Rail Commissioner will generally supply an employee the necessary equipment, uniform, and protective clothing where The Rail Commissioner has determined that such items are required in connection with the undertaking or performance of work.
- S4.1.2 Employees supplied with equipment, uniform, and protective clothing are accountable for maintaining and securing such items. Replacement of issued items will be on a fair wear and tear basis only. In the case of loss or damage to issued items outside what can reasonably be considered fair wear and tear, the employee will be billed for the cost of replacing the item.

S4.2 Compensation for clothes or tools

- S4.2.1 A trade employee, whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur, or other deleterious substances, will be paid such amount to cover the loss thereby suffered by the employee. This may be agreed upon between the employee and The Rail Commissioner, or, in default of agreement in accordance with the Disputes Resolution Procedures.
- S4.2.2 An employee will be reimbursed by The Rail Commissioner to a maximum as specified below for loss of tools or clothes by fire or breaking and entering, whilst securely stored at The Rail Commissioner's direction in a room or building on The Rail Commissioner's premises, job or workshop, or in a lock-up. This includes where tools are lost or stolen while being transported by the employee at The Rail Commissioner's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Employees transporting their own tools will take reasonable care to protect those tools and prevent theft or loss.
- S4.2.3 Only tools used by the employee in the course of their employment will be covered by this clause.
- S4.2.4 The employee will report any theft to the police prior to making a claim on The Rail Commissioner for replacement of stolen tools.
- S4.2.5 The employee will, if requested to do so, furnish The Rail Commissioner with a list of tools so used. Reimbursement will be at the current replacement value of new tools of the same or comparable quality.
- S4.2.6 Where an employee is absent from work because of illness or accident, and has advised The Rail Commissioner as required, the employer will ensure that the employee's tools are securely stored during their absence.

DATE OF OPERATION

First full pay
period on or after
1/12/2012

First full pay
period on or after
1/1/2013

Maximum reimbursement \$1239.09

\$1276.26

S4.3 Infrastructure General – All Employees**S4.3.1 All employees:**

- S4.3.1(a) Will ensure that vehicles/equipment under their control requiring servicing, calibration and/or repairs are carried out within the prescribed times.
- S4.3.1(b) Where relevant to their classification and position requirements, will acquire and utilise skills to enable purchases/transactions to be conducted by the use of the Purchase Order system.
- S4.3.1(c) Will remain committed to the continuation of the process for acquiring Environmental Protection accreditation (ISO14001).
- S4.3.1(d) Will continue to maintain the process of Quality Accreditation in the relevant areas.
- S4.3.1(e) Will continue to acquire and utilise computer skills relevant to their area of work.

S4.4 Station Cleaners

Station Cleaners undertaking the cleaning of stations will check, on a monthly basis, that station lighting is switched on and that a report is forwarded to Signals and Power Services that details non-operational lights.

S4.5 Civil Works

Civil Works employees will continue to provide track protection services for identified major works.

S4.6 Railworkers

Railworkers will continue to carry out Cadweld bonding as required.