



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Railpro Services Pty Ltd**  
(AG2014/5946)

## **RAILPRO SERVICES ENTERPRISE AGREEMENT 2013**

Rail industry

COMMISSIONER ROBERTS

SYDNEY, 22 MAY 2014

*Application for approval of the Railpro Services Enterprise Agreement 2013.*

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

[2] On 20 May 2014 undertakings were provided by Mr J Pastore, the Company's General Manager - Human Resources, in relation to clause 36 (Disputes) and clause 38 (Consultation) of the Agreement. Pursuant to s.190 of the Act, I accept the Company's undertakings. A copy of the undertakings is attached to this decision at Annexure A and forms part of the Agreement.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as is relevant to this application for approval has been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 May 2014. The nominal expiry date of the Agreement is 30 June 2017.



COMMISSIONER

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Annexure A

20 May 2014

Commissioner Roberts  
Fair Work Commission  
Level 8, Terrace Tower,  
80 William Street  
East Sydney NSW 2011

Via Email – chambers.roberts.c@fwc.gov.au

Dear Commissioner Roberts

**Re: AG2014/5946 Railpro Services Enterprise Agreement 2013**

Further to your correspondence of 19 May 2014 we confirm that we make the following undertakings:

1. That reference to "Fair Work Australia" at clause 36 of the Agreement shall be read as being a reference to "the Fair Work Commission".
2. That the model consultation provisions of regulation 2.09 of the *Fair Work Regulations 2009* shall be applied in respect of the Agreement in lieu of clause 38 of the Railpro Services Enterprise Agreement 2013.

We trust this resolves the issues raised and look forward to receiving confirmation that the Agreement may now be approved.

Yours Sincerely

A handwritten signature in blue ink, which appears to read 'J. Pastore', is written over a light blue horizontal line.

Joe Pastore  
General Manager – Human Resources



# CORRECTION TO DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Railpro Services Pty Ltd**  
(AG2014/5946)

## RAILPRO SERVICES ENTERPRISE AGREEMENT 2013

Rail industry

COMMISSIONER ROBERTS

SYDNEY, 23 MAY 2014

*Application for approval of the Railpro Services Enterprise Agreement 2013.*

[1] The decision issued by the Fair Work Commission on 22 May 2014 [[2014] FWCA 3419], is corrected as follows:

1. By deleting paragraph [5] and inserting the following:

“[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 May 2014. The nominal expiry date of the Agreement is 28 May 2018.”



COMMISSIONER

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

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

## **FAIR WORK ACT 2009**

### *Chapter 2 Part 2-4*

#### *Transport Industry*

## **RAILPRO SERVICES ENTERPRISE AGREEMENT 2013**

This Agreement, made in pursuance to chapter 2 Part 2-4 of the Fair Work Act 2009 (Cth), between Railpro Services Pty Ltd ('the Company or the Employer') and employees employed by Railpro Services Pty Ltd, witness that it is mutually agreed as follows:

## **1. TITLE**

This Agreement shall be known as the Railpro Services Enterprise Agreement 2013.

## **2. TABLE OF CONTENTS**

<b>Clause No.</b>	<b>Subject Matter</b>	<b>Page Number</b>
1.	Title	2
2.	Table of Contents	2
3.	Parties Bound	4
4.	Operation of Agreement	4
5.	Dates of Operation	4
6.	No Extra Claims	4
7.	Forms Of Employment	4
8.	Probationary Period	7
9.	Termination of Employment	7
10.	Redundancy	8
11.	Stand Down	9
12.	Hours of Work	10
13.	General Rostering Provisions	10
14.	Rosters	11
15.	Shift Lengths	12
16.	Interval Between Shifts	13
17.	Rostered Working Time & Actual Working Time	14
18.	Resting Locations Non Crew Car Working	15
19.	Roster and Shift Arrangements	15
20.	Home Base	16
21.	Relay Working	17
22.	Meals	18
23.	Rates of Pay	18
24.	Payment of Wages	19
25.	Shift Allowances	19
26.	Overtime	19

27.	Superannuation	20
28.	Sign On/Off	20
29.	Annual Leave	20
30.	Public Holidays	22
31.	Long Service Leave	22
32.	Personal Leave	23
33.	Parental Leave	23
34.	Bereavement Leave	23
35.	Jury Service	24
36.	Disputes	24
37.	Flexibility	25
38.	Consultation	26
39.	Medical Checks	28
40.	Fatigue Management	28
41.	Driver Only Operations (DOO)	28
42.	Training	28
43.	Employee Responsibilities	30
44.	Workplace Rights	31
45.	Drugs and Alcohol	31
46.	Smoking	31
47.	Infringements and or Safe Working Breaches	31
48.	Valid Licence	32
49.	Locomotive Maintenance	32
50.	Crew Car	32
51.	Passengers	33
52.	Duties	33
53.	Safety	33
54.	Uniforms	34
	Signatories	35
<b>Appendix 1</b>	<b>Rates of Pay</b>	<b>36</b>

### **3. PARTIES BOUND**

This Agreement is made between:

- 3.1 Railpro Services Pty Ltd of 7 West link Court Altona, Vic 3018 ("Railpro" "the Company"); and
- 3.2 Employees employed from time to time by the Company to perform work covered by the Classifications set out at Appendix 1 to this Agreement in any State or Territory of the Commonwealth.

### **4. OPERATION OF AGREEMENT**

Except where otherwise stated, this Agreement acts to the exclusion of any other Award or Agreement which may otherwise apply to the employment of those employees covered by this Agreement.

### **5. DATES OF OPERATION**

- 5.1 This Agreement will come into effect from the 7<sup>th</sup> day following the date of notification from Fair Work Australia that Agreement has been approved.
- 5.2 This Agreement's nominal expiry date will be four years from the date as set out in clause 5.1.
- 5.3 The parties will use best endeavours to commence negotiations for a replacement agreement no less than 6 months before the nominal expiry date of this agreement.

### **6. NO EXTRA CLAIMS**

The Parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the process identified in the Agreement.

### **7. FORMS OF EMPLOYMENT**

#### **7.1 General Principles and Undertakings**

- 7.1.1 The Company shall, taking account of the needs of the business endeavour to use full-time employment as the principal form of employment.
- 7.1.2 The Company may, subject to clauses 7.2, 7.3, 7.4 and 7.5, engage employees either on a permanent full-time, permanent part-time, casual or fixed term basis in all classifications to provide flexibility of employment and to accommodate variability of business activities.

**7.1.3** By agreement between the Company and the Employee an Employee's employment status may change during the course of their employment. If this happens the change will be confirmed in writing.

**7.1.4** All employees shall:

- (a) Attend for work fit, ready and able to perform in their duties;
- (b) Use safe work practices and properly use all appropriate protective clothing and equipment provided by the Company;
- (c) Undertake all work as directed by the Company, which may be assigned to an employee according to their classification and skill / competence;
- (d) Comply with all the Company policies and procedures as applicable from time to time;
- (e) Work reasonable periods of overtime as required by the Company;
- (f) Implement and use new technology, systems and / or processes, when trained, which will improve business efficiency and effectiveness;
- (g) Participate in developing and implementing work methods that are designed to improve the performance of the Company; and
- (h) Participate in training, learning and development programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.

## **7.2 Full-Time Employment**

A full-time employee is a weekly employee employed to work 38 Ordinary Hours per week and who is not a part-time employee or a casual employee.

## **7.3 Part-Time Employment**

**7.3.1** Part-time employees are those employees (other than casual employees) employed to work less than the Ordinary Hours of work for an equivalent full-time employee.

**7.3.2** A part-time employee may be engaged as provided for in this Agreement.

**7.3.3** The Company will at commencement of employment agree with a part time employee the number of weekly ordinary hours to be worked by that employee. ("Ordinary Hours").

**7.3.4** A part-time employee shall be engaged for a minimum of four consecutive hours on a shift.

**7.3.5** Part-time employees' Weekly Ordinary Hours may only be varied in writing, by agreement, between the employee and the Company.

**7.3.6** Part-time employees will be entitled to pro-rata conditions, including payment provisions and leave entitlements, as provided for in this



Agreement, relative to the comparable full-time equivalent position. A part-time employee who would otherwise be entitled to weekend and shift penalty payments because of their working pattern will be paid the Aggregate Hourly Rate which has been calculated to include, absorb and offset any otherwise applicable penalties..

#### **7.4 Casual Employment**

7.4.1 Casual employees are employees employed by the Company as such.

7.4.2 A casual employee shall be engaged for a minimum of four consecutive hours on a shift.

7.4.3 A casual employee will be paid the Aggregate Hourly Rate of pay applicable to the equivalent full-time classification plus a twenty five percent (25%) loading ("Casual Loading") which is compensation for having no entitlement to paid personal leave, paid annual leave, annual leave loading and payment for public holidays not worked.

7.4.4 Casual employees will not be entitled to:

- (a) Overtime payments, shift allowance and weekend penalties except as otherwise provided by this Agreement.
- (b) Redundancy, sick leave, annual leave, leave loading, and public holidays unless they work on the day of the public holiday when the provisions of clause 30 shall apply; and
- (c) Unless otherwise prescribed by this Agreement, any other penalties, loadings or entitlements that might otherwise have applied.

7.4.5 Subject to evidentiary and notice requirements in the leave clauses contained in the agreement casual employees will be entitled to leave without pay for the following reasons:

- Required to care for immediate family member
- Death of an immediate family member

The employer and the employee shall agree on the period of leave. The employee is entitled up to 48 hours or 2 days for each occasion, the casual employee is not entitled to any payment for the period of leave. The employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in the clause provided that work is available. The rights of the employer to not engage a casual employee are otherwise not affected.

7.4.6 The Company may, after 3 months and no longer than 12 months and providing regular and ongoing shifts have been worked, at any time offer a casual employee the opportunity to be appointed as a full time or a part-time employee, under terms provided for in this Agreement;

## **7.5 Fixed Term Employment**

- 7.5.1** Fixed term employees are engaged for a specific period, task or project (which may include the replacement of an employee who is on leave).
- 7.5.2** Fixed term employees may be employed on either a full-time or part-time basis consistent with the terms of this Agreement.
- 7.5.3** Employees engaged on a fixed term basis will be entitled to the same and conditions applicable to a full-time or a part-time employee (as the case may be) in the same classification with the exception of redundancy entitlements and long service leave. Accrued but unused annual leave will be paid on a pro-rata basis at the completion of the employment.
- 7.5.4** The offer of fixed term employment will specify the period of the engagement. The Company is under no obligation to offer further fixed term employment or permanent employment upon the expiration of the original engagement.

## **8. PROBATIONARY PERIOD**

All new employees are subject to a three (3) month probationary period that may be extended to six (6) months at the discretion of the employer. Continuing employment is subject to the satisfactory completion of the probationary period.

## **9. TERMINATION OF EMPLOYMENT**

- 9.1** Either party may terminate their employment at any time by giving the following notice:

Period of Service	Notice Required
Not more than 1 Year	1 Week
More than 1 but not more than 3 years	2 Weeks
More than 3 but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 9.2** In addition to the notice periods at clause 9.1 the Company must give the employee an additional week of notice if they wish to terminate the employment of an employee who has more than 2 years' service and who is at the time of the termination older than 45 years of age.
- 9.3** The Employer may also terminate the employment of any employee summarily if they have engaged in any act constituting serious misconduct including but not limited to:
- (a) Dishonesty or conviction of a criminal offence involving dishonesty (whether or not a conviction is recorded);

- (b) Loss of driver's licence for whatever reason;
  - (c) Conducting themselves in their duties negligently or without due care or regard for Company property, public property or health;
  - (d) Refusal to carry out a lawful instruction of the Employer;
  - (e) Acts of unlawful discrimination, harassment bullying or other abusive behaviour; and
  - (f) Misuse of Company e-mail, internet or computer equipment.
- 9.4 If the Employee is absent from work for a period of 24 hours or longer without notification, the Company may treat the employee as having abandoned their employment unless adequate explanation from the employee is forthcoming.
- 9.5 The Company or the employee may terminate casual employment by providing notice expiring at the end of the last rostered shift worked.

## **10. REDUNDANCY**

- 10.1 In the event of redundancy the employee will be entitled to the benefit of the Redundancy provisions provided by the National Employment Standards ("NES") of the Fair Work Act 2009 ("the Act").

The company agrees that for the life of this agreement all reasonable steps will be taken to avoid redundancies of employees covered by this agreement. This would include releasing casual and contract employees engaged to drive trains and looking across the whole group of SCT Companies for employment opportunities for which the employees would be suited. However it would not apply to any long term contractual arrangements that are in force (eg SCT's contract with GWA).

If redundancies are required the company will first examine the opportunities for voluntary redundancies by calling for expressions of interest, however, the company shall be under no obligation to accept all or any particular expression of interest. Employee will be allowed two (2) weeks to give the matter serious consideration.

The company may apply involuntary redundancies where it is satisfied that the above alternative has been exhausted or is inappropriate to the particular circumstances of the redundancies. Where multiple involuntary or voluntary redundancies in the one classification are proposed employees shall be selected based on the company's need for skills, competencies, qualifications and experience at the time.

### **10.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and

the Company may in their absolute discretion, make payment in lieu equal to the difference between the former Ordinary Rate and the new Ordinary Rate for the number of weeks of notice still owing.

#### **10.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in respect of the balance of any notice period.

#### **10.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### **11. STAND DOWN**

11.1 Employees may be stood down from their duties in accordance with s. 524 of the Fair Work Act 2009 if the Company is not able to usefully employ the employee to undertake work during a period because of:

- (a) a strike; or
- (b) a breakdown of machinery; or
- (c) a stoppage of work for any cause including derailment for which the Company cannot be held to be reasonably responsible.

11.2 If the parties agree any such period of stand down can be deducted from an employees accrued, but unused annual or long service leave.

11.3 Where productive work is not available because of any other incident, inclement weather, seasonal down turn or other business disruptions employees may be required to take annual leave or long service leave accrued or may be required to attend the workplace to carry out duties not normally associated with their classification and as instructed by the Company.

## **12. HOURS OF WORK**

- 12.1 Full time employees are required to work 38 hours each week ("Ordinary Hours").
- 12.2 In addition full time employees agree to work an additional 5 hours each week averaged over each roster cycle ("Additional Hours").
- 12.3 A part time employee's weekly Ordinary Hours may vary from week to week, but shall not exceed 38, nor exceed the total agreed number of Ordinary Hours.
- 12.4 Part Time Employees may be required to work any number of Additional Hours to take their total weekly working hours to a maximum of 43 hours.
- 12.5 A casual employee's average weekly Ordinary Hours shall not exceed 38 and any hours in excess of 7.6 on any single day or in excess of an average of 38 in any week when averaged over a 4 week period shall be treated as overtime.
- 12.6 In addition to the Ordinary Hours and Additional Hours full time and part time employees may be required to work reasonable additional hours in any week as may be required in order to fulfil the requirements of the position to which the Employee is employed ("Overtime").
- 12.7 In calculating the weekly hours worked the Company will use an averaging calculation based on the total number of hours worked in any roster cycle.
- 12.8 Employees may be required to work Ordinary Hours between the hours of 12am and 12pm on any day Monday to Sunday.

## **13. GENERAL ROSTERING PROVISIONS**

- 13.1 The Company will develop and modify rosters consistent with operational requirements in consultation with the depot roster representatives.
- 13.2 Rosters may be developed to include Forecast Working, Blank Line Working or both.
- 13.3 In developing Rosters, the Company must take into account the following:
  - (a) Balancing family, social and work commitments;
  - (b) Occupational health and safety and specifically fatigue management principles;
  - (c) Maintenance of qualifications;
  - (d) Quality of work;
  - (e) Relevant conditions of employment
  - (f) Duty of care obligations;

- (g) Optimal staff productivity; and
- (h) Fair working for the employees.
- (i) Show fatigue scores on the bottom of each shift on the master roster, FAID reports on working rosters will be made available on request.
- (j) Provision of 1 in 4 whole weekends free from work as is possible to meet business needs (a weekend is defined as midnight Friday night to 0500 Monday morning)
- (k) Use best endeavours to roster a minimum of 2 x BOD (Book Off Day) over all lines averaged over the cycle of the master roster
- (l) Alterations to BOD can only be achieved by a master roster change
- (m) Blank days to be rostered with BOD days where possible to maximise block book offs for crews.

## **14. ROSTERS**

### **14.1 Master Rosters**

- (a) A Master Roster shall be exhibited primarily for the purposes of indicating any known or forecast work;
- (b) The Master Roster may include Forecast Working and Blank Line Working or combinations of both; and
- (c) The Company will maximise the amount of Forecast Working, where business and operational requirements make it practical to do so.

### **14.2 Working Rosters**

- (a) Working Roster(s) are developed from Master Rosters that provide more details of attendance requirements.
- (b) Working Rosters allocate employees to work lines and adjust the rostered work to accommodate work variations, planned leave and/or any other issues known at the time of posting.
- (c) A Working Roster may also allow for the posting of actual attendance and shift details.
- (d) Variations that might be addressed in a Working Roster could include changes to shifts, e.g. the number of shifts and/or their placement on the roster or changes to sign on times. Shift lengths and/or sign off times.

- (e) Variations may be required because of specific operational changes that are known at the time the Working Roster is prepared.

#### **14.3 Daily Work Plan**

- (a) A Daily Work Plan may also be used to provide specific details of sign-on time, and any other relevant information requirements; and
- (b) All employees will be allocated to a Permanent Line, rotate through lines in their roster and as far as practicable, hours are to be equalised out over the Annual Hours of Work Cycle.

### **15. SHIFT LENGTHS**

#### **15.1 Maximum Shift Lengths**

- (a) The maximum Shift Length shall be twelve (12) hours, subject to the limits prescribed in the following table (with the exception of NSW where a maximum of 11 hours rostered):

<b>Crew Arrangement</b>	<b>Maximum Shift Length</b>
<b>Driver Only</b> Mainline/Terminal	9 hours
<b>Two Person Operation</b> Shunting, Shed and Provisioning Shifts Mainline/Branchline Working	Roster 12 hours and/or as required by legislation

#### **15.2 Minimum Shifts**

- (a) Subject to sub-clause (b) below, the actual working time credited to the Duty Cycle for shifts worked will be on the following basis:
- (i) Where the rostered Shift Length is greater than four (4) hours and the employee has commenced duty, the minimum credit of hours to the Duty Cycle will be the greater of the actual Hours Worked or four (4) hours; or
- (b) Shifts of a minimum four (4) hours may be used for:
- (i) Cases of emergency;
- (ii) Training (where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours; or
- (iii) Medical examination/trauma counselling

Where shifts of these types are used, the credit of hour to the Duty Cycle will be the greater of the actual Hours Worked or four (4) hours.

**15.3 Home Passenger shift** where crews self-drive from a period of rest at a Barracks Location direct to their home depot will have a maximum shift of nine (9) hours, where other work is rostered or undertaken at the conclusion of the travel part of the shift, e.g. where a crew drives from a location where they have rested back to their home base and then undertake further tasks.

**15.4 Fatigue management guidelines** will be used to manage shift configurations in rosters.

**15.5 Maximum hours on Duty in Emergency Situations (inclusive of NSW)**

Employees who are unable to complete their rostered shift because of such emergency or major equipment failure, must be relieved from duty and signed off after a maximum period of sixteen (16) hours. In these circumstances, emergency means a major equipment failure or operational emergency or other emergency due to fire, flood, storm, earthquake, explosion, accident, derailment, epidemic or warlike action. The working of extended hours in this circumstance is subject to the crews indications of their fitness to continue.

**16. INTERVAL BETWEEN SHIFTS**

**16.1 Rest Periods**

(a) Intervals between shifts can be 12 hours or greater at a home depot unless otherwise agreed.

(b) All breaks will be in accordance with the Railpro Fatigue Management procedure.

**16.2 At a Rest Location**

(a) Twelve (12) hours minimum between Crew Car Working unless otherwise agreed.

(b) Minimum of eight (8) hours at a barracks location

**16.3 Crew Car working (Relay Working)**

(a) Crew Car Relay Working – duration between shifts a minimum of eight (8) hours to a maximum of nine (9) hours, however with agreement of



the crew, may work up to 10 hours maximum in unavoidable circumstances, but will be non-consecutive.

- (b) During the life of this agreement both parties agree to trial the 10 hours working 10 hours resting, relay working concept to evaluate its impact on driver fatigue and productivity. The following broad principles will govern the trial:

- (i) Trial period will be 3 months.
- (ii) The research group and approach to be agreed between the parties.
- (iii) Determine the fatigue effects of this type of working and its effect on quality and quantity of rest attained by the train crew during the full cycle of the relay operation and any subsequent impact on the work performance of the crew.
- (iv) Determine any benefits to the company in terms of productivity.
- (v) At the end of the trial period both parties will agree the outcomes.
- (vi) The 10 hour working 10 hour resting method of operation will not be implemented if the results show that this method of working is detrimental to crews and safe operations or does not deliver the productivity benefits for the company.

- (c) Such intervals between shifts may be altered, where agreement is reached. And does not jeopardise the fatigue index.

## **17. ROSTERED WORKING TIME AND ACTUAL WORKING TIME**

- 17.1 Forecast rosters will provide sign on-times, sign-off times and Shift Lengths.

- 17.2 Shift lengths will vary according to operational needs as follows:

- (a) Employees may be required to work hours additional to those in the master/working roster (up to the maximum Shift Length) to complete the assigned task(s);
- (b) Employees may be required to work up to the rostered sign off time when the task(s) are completed short of the estimated time.
- (c) Employees may be asked to work up to the shift limit by agreement once the assigned task(s) are completed.

### **17.3 Shift Alterations**

Employees may be required to have their sign on time altered due to out of course running services by the Control Centre and all consideration will

be given to the employees to allow enough time to attend duty at the altered sign on time.

**17.4 Lift Up/Lay Back**

Employees are expected to be contactable for lifting up or laying back. Lift up and Lay back is subject to the following conditions:

- (a) Laid back for maximum of 3 hours and lifted up to maximum of 2 hours
- (b) No more than two (2) alterations to the confirmed sign on time
- (c) Any lift-up/layback alterations must fit within the RailPro fatigue guidelines

**18. RESTING LOCATIONS NON CREW CAR WORKING**

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

- (a) However, on some workings book offs at multiple locations may be required. In this situation up to 3 book offs are allowed. Under these circumstances the provisions of 18.2 (a) apply but does not include any time paid as working time.
- (b) The employer may decide to return crews to their home base without a rest period at a barracks or resting locations subject to the following:
  - (i) The crew have not worked more than 8 hours
  - (ii) The road trip can be completed with the maximum shift of 12 hours
  - (iii) Maximum self-drive of 12 hours provided there are two licensed drivers and have not worked a train prior
  - (iv) Maximum self-drive of 9 hours for DOO operations provided a train has not been worked

**18.2 Payment for Resting in Excess of 12 Hours**

- (a) When resting away from the initial sign on location, employees will receive payment of all hours in excess of twelve (12) hours at the Ordinary Hourly Rate.

**19. ROSTER AND SHIFT ARRANGEMENTS**

- (a) Employees are required to work rotating shifts as notified in advance in accordance with this Agreement.

- (b) Roster and shift arrangements will be based on Railpro's fatigue management system (FAID and or equivalent rostering systems) and to meet Railpro's business;
- (c) Shift lengths may range from a minimum of 4 hours to a maximum of 12 hours.
- (d) Employees can make mutual exchanges to their roster providing the change meets the following requirements and is approved by the supervisor.
  - (i) The company must not incur additional costs as a result of the change
  - (ii) Must comply with the Railpro Fatigue index
  - (iii) Must not incur additional overtime
- (e) Blank days off over the roster cycle can be used for call in's without penalty. If an employee does not make themselves available on a blank day the employee will lose the weekly roster guarantee and be paid only for the hours worked that fortnight. With the exception of resting time already accumulated on relay shifts and/or barracks detention.

#### **19.1 Confirming Next Turn of Duty**

The next turn of duty will be in accordance with the starting time shown on the working roster; employees are required to check their next turn of duty upon signing off their shift.

The working roster for forecast working will be available and posted at the normal sign on location, showing the allocation of work, sign on times at least 7 days in advance of the Monday which the roster is to commence.

Where an employee does not want to be contacted due to sleep requirements the employee must notify the 24/7 control centre upon signing off, the responsibility for the next run of duty then becomes the responsibility of the employee, this does not apply to blank line rostering.

The employer may in exceptional circumstances provide advice for employees of a roster alteration for the next turn of duty via the employees nominated communication means no later than 3 hours prior to the initial book on time.

It is the employee's responsibility to determine their first shift after returning from a period of leave.

## **20. HOME BASE**

- 20.1** Home base to be determined as within a 100kms of GPO or Post Office of City or Town of employment;
- 20.2** Temporary Home Base for the purpose of relief and/or short term operational requirements shall be the location determined by the employer to which the employee has been transferred. All reasonable living expenses whilst based at the temporary location to be met by the employer but not when engaged on actual relay working.

## **21. RELAY WORKING**

- 21.1** Where a roster involves relay working upon completion of relay working equal to and or greater than 43 hours actually worked (this does not include resting time in the crew car) in any consecutive 5 day period the employee will be entitled to a minimum of 48 hours rest and or a greater period if deemed by "Ralipro's" fatigue management system. The following exceptions apply:
  - (a) Crews rostered for relay working on IMX trains on the Adelaide-Rankin Dam-Adelaide corridor the minimum rest period is to be 48 hours off duty after sign off time at the home depot (in this circumstance employees are required to advise the 24/7 Control Centre of their actual sign off time)
  - (b) Crews rostered for relay work on the Adelaide-Perth-Adelaide corridor the minimum rest period is to be 58 hours off duty after sign off time at the home depot (in this circumstance employees are required to advise the 24/7 Control Centre of the actual sign off time).
  - (c) The maximum working on any 1 leg of relay working is 56hrs (working and resting combined) but may be extended by agreement between the parties in the event of incidents en-route (eg Derailment or Floods). Both parties acknowledge though that getting the train to Perth is a major priority to satisfy customer priorities and the lack of qualified crews in WA. All discussions regarding relief will be based on the consideration of the following:
    - (i) Crews fatigue levels,
    - (ii) Quality of rest during the incident delay,
    - (iii) The distance from destination and
    - (iv) Estimated time to reach the destination.
- 21.2** In cases of emergency and or business requirements employees' maybe required to go to rest for an unknown period.

21.2.1 If the unknown period exceeds 24 hours Railpro and the employee will consult to see if alternative arrangements can be made to return them to their home base.

21.2.2 If the employee is resting in a Crew Car he or she will be entitled to 100% of the Ordinary Hourly Rate until the employee returns to working hours.

## **22. MEALS**

22.1 Whilst the employee is working locally, meals will be taken between the third and fifth hour of the shift at a time of no activity or as directed by the employer's supervisor.

## **23. RATES OF PAY**

23.1.1 Full time and part time employees engaged pursuant to this Agreement shall be paid an aggregate hourly rate of pay for all Ordinary Hours and Additional Hours worked at the rates set out at Appendix 1 of this Agreement ("the Aggregate Hourly Rate").

23.1.2 Casual employees will be paid the Aggregate Hourly Rate set out at Appendix 1 of this Agreement as applicable to their classification plus a twenty five percent (25%) loading ("Casual Loading") which is compensation for having no entitlement to paid personal leave, paid annual leave, annual leave loading, and payment for public holidays not worked.

23.1.3 Except as otherwise provided by this Agreement no additional amounts will be payable in respect of penalties, shift loadings, other loadings, overtime or other allowances as the Aggregate Hourly Rate has been calculated to offset and absorb such penalties/allowances or other payments.

23.1.3 Where an employee is at rest in a Crew Car when working relay he/she will be paid 100% of the Ordinary Hourly Rate as set out in appendix1, and such rest hours will not be counted as working hours.

23.1.4 For every shift that exceeds 12 hours worked the employee will be entitled to a meal allowance as specified at Appendix 1.

23.1.5 Employees who are required to work away from home i.e. Relay Working or Barracks Working shall be paid the Meal Allowance specified at Appendix 1 for every 8 hours or part thereof they are away from their home depot.

This will be subject to annual CPI increases.

## **23.2 Annual Pay Increases**

### **23.2.1 During the life of the agreement the following wage increases shall apply:**

- (a) Effective from the first full pay period commencing on or after the 7<sup>th</sup> day following approval of this agreement by FWC the hourly rates of pay in appendix 1 shall be increased by 4% and back-paid to 30 July 2013.
- (b) Effective from the first full pay period on or after 30 July 2014 the hourly rates shall be increased by a further 4%.
- (c) Effective from the first full pay period on or after 30 July 2015 the hourly rates shall be increased by a further 4%.
- (d) Effective from the first full pay period on or after 30 July 2016 the hourly rates shall be increased by a further 4%.
- (e) Effective from the first full pay period on or after 30 July 2017 the hourly rates shall be increased by a further 4%.

### **23.2.2 All paid leave will be paid at the Aggregate Hourly Rate.**

## **24. PAYMENT OF WAGES**

Wages are paid fortnightly via electronic funds transfer to an account in a financial institution nominated by the employee.

## **25. SHIFT ALLOWANCES**

### **25.1 Full time, Part time and Casual employees will not be paid any additional shift allowances or penalties as they are absorbed and offset by the Aggregate Hourly Rate.**

## **26. OVERTIME**

- 26.1 No additional penalties or allowances shall be payable to full time or part time employees in respect Additional Hours as the Aggregate Hourly Rate has been calculated to absorb and offset such Ordinary Hourly Rate**
- 26.2 If a full time or part time employee works on average more than 172 hours in any 4 week roster cycle those hours in excess of 172 shall be paid at the Ordinary Hourly Rate applicable to their classification and as set out in Appendix 1 multiplied by 1.7.**
- 26.3 If a full time or part time employee agrees to attend work on a BOD then a of payment at 1.7 times the Ordinary rate will be made for all hours worked on that shift. In the event of relay working this will only apply to shifts worked on a BOD. Crew Car time will be at the Ordinary Hourly Rate.**
- 26.4 Casual employees whose Ordinary Hours exceed 43 in any week shall be paid for those hours at the Aggregate Hourly Rate applicable to their**

classification and as set out in Appendix 1 multiplied by 1.5 and no additional penalties or Casual Loading shall apply.

**27. SUPERANNUATION**

- (a) In addition to the rates of pay prescribed by this Agreement the employee shall be entitled to occupational superannuation benefits subject to the provisions of the *Superannuation Guarantee (Administration) Act 1992*.
- (b) The parties agree that the percentage rate of employer contributions to employee superannuation will be the level prescribed by the prevailing State or Commonwealth legislation
- (c) Employer superannuation contributions shall be equal to the applicable percentage of the employee's base salary contained in Appendix 1.
- (d) For the purposes of this agreement, the superannuation fund into which employer contributions shall be paid on behalf of the employee shall be a fund of the employee's choice.
- (e) Employees must provide details of their chosen fund in writing and such a fund must be receptive to electronic fund transfers.
- (f) Salary sacrifice is available to all employees as per company policy.

**28. SIGN ON/OFF**

- 28.1 The employee recognises that certain parts of their duties will be unsupervised and away from the employee's home base. The Company will rely on the employee to notify them if their finish time varies in any way to their rostered shift.

**29. ANNUAL LEAVE**

- 29.1 Annual Leave will accrue and be granted in accordance with the National Employment Standard as applicable.
- 29.2 For the purposes of taking annual leave the maximum weekly hours shall be 38.
- (a) Annual leave is accrued and will be credited on pro-rata basis at the end of each four week period of continuous service.
  - (b) A Shift Worker will receive an annual entitlement of 190 hours (5 x 38 hour weeks) of Annual Leave. This leave will be taken as per the Master Roster.

- (c) A Day Worker will receive an annual entitlement of 152 hours (4 x 38 hour weeks) of Annual Leave. This leave will be taken as per the Master Roster.
- (d) When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 20% of the Aggregate rate of pay for the period in addition to the payment to be made for the annual leave taken.
- (e) Annual leave is normally rostered and taken in blocks of one (1) week. Any such request is subject to approval by the employee's supervisor.
- (f) When annual leave is taken in blocks of one (1) or more calendar weeks by an employee, the deduction of hours from the employee's accrual of annual leave hours will be in accordance with the Master Roster.
- (g) Where leave is approved in less than a 1 week block, leave will be debited at seven point six (7.6) hours for each day of leave taken.
- (h) Where a public holiday falls during a period of annual leave. The Company will credit the employee with an additional day of annual leave.
- (i) Leave should be taken in the year following its accrual. The Company will develop rosters for this to happen. Employees must take leave in accordance with leave rosters.
- (j) Employees may, subject to approval by the Company, exchange rostered blocks of annual leave with other employees in an equivalent position. Exchanges must not create operational constraints and must be cost neutral to the Company. Subject to these conditions, the Company will not unreasonably withhold approval.
- (k) Where an employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve (12) months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by the Company is subject to operational needs of the business.
- (l) The entitlement to annual leave accrues from year to year.
- (m) Payment of accrued leave upon termination of employment will be made at the Aggregate Hourly Rate.
- (n) The Company may direct an employee to take paid annual leave if the employee has accrued more than eight weeks paid annual leave, and the company and employee are unable to reach agreement on the taking of the leave. The Company must give an employee at least 28 days' notice prior to the date the employee is required to commence the leave.



- (o) By agreement between the company and the employee, an employee may take annual leave in advance. If the employee or the company terminates the employment before the leave in advance has accrued the employer may deduct the shortfall due to the employer from the final termination payment. The maximum amount of leave in advance approved would be 38hrs.

### **30. PUBLIC HOLIDAYS**

#### **30.1 Provisions for employees**

- (i) Employees shall be entitled to the following eleven public holidays off work without loss of pay:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queens Birthday and Eight Hours Day (Labour Day) and one (1) other day prescribed by the relevant State or Territory, e.g. Bank Holiday in NSW.

- (ii) Payment for Working on a Public Holiday

- (a) Where a full time or part time employee is required to work on a public holiday, they shall receive their Aggregate Hourly rate plus an additional payment at the rate of, 1.5 times their Ordinary Hourly Rate for all hours worked on the public holiday.
- (b) Where a casual employee is required to work on a public holiday, they shall receive their Ordinary Hourly Rate plus an additional payment at the rate of 1.5 times the Ordinary Hourly Rate for all hours worked on the public holiday and no additional penalties or Casual Loading shall apply.
- (c) Public Holiday penalties are only payable when the employee actually works on the day the holiday occurs at his/her home base.

30.2 Where a public holiday falls during a period of annual leave, the Company will provide the employee with an additional day of annual leave.

30.3 Employees may be requested to work on a public holiday in accordance with the working roster.

### **31. LONG SERVICE LEAVE.**

31.1 Long Service Leave will be applied in accordance with the applicable Legislation in the State which the employee is employed.

**32. PERSONAL LEAVE**

- 32.1 Personal leave will accrue, and be granted in accordance with National Employment Standard as applicable.
- 32.2 Employees must notify the Company as soon as is reasonably practicable and prior to the start of any shift if they are unable to attend for work due to sickness or caring responsibilities and in accordance with the Company's policies and procedures.
- 32.3 Employees absent from work due to sickness on either side of a Public Holiday or for 2 or more consecutive days must provide a medical certificate before the leave will be approved or paid.
- 32.4 Absences of less than 2 consecutive days, a medical certificate is not required in respect of the first two absences in any 12 months service, but for every absence thereafter a medical certificate must be provided.
- 32.5 Any absence under this clause shall be calculated using a maximum of 38 hours as the weekly hours and accordingly full time employees would receive payment of 7.6 hours at the Aggregate Hourly Rate for each day of personal leave.
- 32.6 25% of unused personal leave to be paid on redundancy or retirement. Payment will be at the ordinary hourly rate.

**33. PARENTAL LEAVE**

Parental Leave shall accrue and be granted in accordance with the National Employment Standards as applicable.

**34. BEREAVEMENT LEAVE**

- 34.1 In accordance with the Fair Work Act 2009, an Employee is entitled to a period of two (2) days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
  - (a) contracts or develops a personal illness that poses a serious threat to his/ her life; or
  - (b) sustains a personal injury that poses a serious threat to his/ her life; or
  - (c) dies.
- 34.2 However, the Employee is entitled to compassionate leave only if the Employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.
- 34.3 Any absence under this clause shall be calculated using a maximum of 38 hours as the weekly hours and accordingly full time employees would

receive payment of 7.6 hours at the Aggregate Hourly Rate for each day of leave.

### **35. JURY SERVICE**

When required to attend for jury service, the employee shall be granted leave of absence and shall be paid by the employer an amount equal to the difference between the amount received from the Court for jury service and the aggregate rate the employee would have been paid had the employee worked, on production of satisfactory evidence of attendance and monies received. An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend jury service. The employee shall give the employer proof of attendance.

### **36. DISPUTES**

36.1 If a dispute relates to:

(a) a matter arising under the agreement; or

(b) the National Employment Standards;

(i) this term sets out procedures to settle the dispute.

36.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

36.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

36.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

36.5 Fair Work Australia may deal with the dispute in 2 stages:

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

**36.6** While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

**36.7** The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

## **37. FLEXIBILITY**

**37.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee
- (c) the arrangement is genuinely agreed to by the employer and employee.

**37.2** The employer must ensure that the terms of the individual flexibility arrangement:

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

- 37.3** The employer must ensure that the individual flexibility arrangement:
- (a)** is in writing; and
  - (b)** includes the name of the employer and employee; and
  - (c)** is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d)** includes details of:
    - (i)** the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii)** how the arrangement will vary the effect of the terms; and
    - (iii)** how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv)** states the day on which the arrangement commences.
- 37.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 37.5** The employer or employee may terminate the individual flexibility arrangement:
- (a)** by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b)** if the employer and employee agree in writing — at any time.

**38. CONSULTATION**

- 38.1** This term applies if:
- (a)** the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b)** the change is likely to have a significant effect on employees of the enterprise.
- 38.2** The employer must notify the relevant employees of the decision to introduce the major change.
- 38.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 38.4** If:
- (a)** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b)** the employee or employees advise the employer of the identity of the representative;  
the employer must recognise the representative.

- 38.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 38.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 38.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 38.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clauses (2), (3) and (5) are taken not to apply.
- 38.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- 38.10 In this term, *relevant employees* means the employees who may be affected by the major change.

### **39. MEDICAL CHECKS**

- 39.1 All employees are to undergo a Medical and Health Assessment as defined in the Company's Health and Medical Policy and/or as required by the Federal, State and Territorial Legislation.
- 39.2 Employees are required to undertake this medical at nominated times during their employment as documented in the employers medical policy which may vary from time to time.
- 39.3 Cost for the medical will be worn by the employer. In addition RailPro will pay for the cost of an initial stress ECG, Glucose Blood Test (fasting) and Sleep Apnoea test.
- 39.4 The employee will be required to have the medical conducted by a recognised medical practitioner nominated by the employer.
- 39.5 Failure to maintain the appropriate medical standard (NCOP Health Assessment for Rail Safety Workers) will result in a review of his or her suitability for their allocated task.
- 39.6 The employer will take all reasonable steps to resolve the situation of non-conformance but cannot guarantee continuity of employment in these circumstances.

### **40. FATIGUE MANAGEMENT**

- 40.1 The Company has implemented a recognised Fatigue Management Program with the express intent of improving safety while allowing greater operational flexibility. The parties to the Agreement are committed to the successful implementation and on-going maintenance of this program.
- 40.2 To assist the Company in this process the employee agrees to:
  - (a) Participate in FMP training programs;
  - (b) Operate within the Company's approved operating limits;
  - (c) Ensure they are fit for duty at all times when working and if not fit for duty to inform their supervisor immediately;
  - (d) Ensuring that all time sheets are completed correctly and accurately; and
  - (e) Participate in any assessment or study that may be required from time to time to assess the operation of the scheme.
- 40.3 The employee will be subject to periodical audits by the employer to verify conformance to the Railpro fatigue system.

### **41. DRIVER ONLY OPERATIONS (DOO)**

The parties agree that subject to regulatory requirements mainline DOO is an operational requirement for the company provided that DOO is

implemented by agreement between the parties. Agreement will not subject to unreasonable demands by either party and be in line with normal industry standards.

## **42. TRAINING**

**42.1.1** The Company will promote vocational training, occupational health and safety training, safer work practices.

**42.1.2** The Company recognises its responsibilities to provide a safe and healthy workplace for its employees and all other persons attending its sites and accordingly agrees to provide training in accordance with this clause:

### **42.2 Induction Training**

Prior to a new employee commencing work with the Company the employee shall be trained where practical in:

- (a) Occupational health and safety;
- (b) Relevant vocational skills
- (c) Company policies and procedures (where relevant)
- (d) Fatigue management; and
- (e) Any other training relevant to the position.

The Company will endeavour to provide training prior to commencement of work.

### **42.3 Ongoing Training**

- (a) The Employer will comply with all relevant Codes of Practice (including the current drafts of the National Codes"), relevant Legislations, Regulations and approved and recognised industry standards as a minimum requirement, so as to meet the Company's obligations under the various States and Commonwealth Occupational Health and Safety Acts.
- (b) Any other training relevant to the position.

#### **Career Progression and Training Structures**

The company will institute the following structure to support the progression of an employee from trainee role through to fully qualified locomotive driver:



Classification	Qualification
Trainee	Nil
Driver Trainee	Undertaking a Certificate III in Terminal Train Driving or a Certificate IV in Train Driving
Terminal Driver	Completed a Certificate III in Terminal Train Driving
Mainline Driver	Completed a Certificate IV in Train Driving
Driver Trainer	Completed a Certificate IV in Train Driving and a Certificate IV in Training

Payment for each Classification will be in accordance with the Schedule at Appendix 1.

Mentor Drivers - RailPro will pay an allowance of \$2.04 ph (based on July 2013 rates) to Mainline Driver when they are engaged in training of Trainee Drivers. This allowance increases annually in line with clause 23.2. The training must be rostered and approved by the Depot Manager or Operations Manager. No back-pay is applicable to this allowance on signing of the EBA.

#### **43. EMPLOYEE RESPONSIBILITIES**

- 43.1 The employee will diligently and faithfully perform all the duties and responsibilities of his/her employment as directed by the employer and other such duties as may be reasonably required by the employer from time to time.
- 43.2 The employee undertakes:
- (a) To devote the whole of the employee's working time and attention and use the employee's best endeavours to further the development, reputation and business of the employer; and
  - (b) To observe all lawful directions, orders, instructions and policies (as varied from time to time) of the employer;
  - (c) Not to be directly or indirectly involved or engaged in work for or provide services to any other Company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the Company, unless otherwise agreed to in writing by the Company;

- (d) All rail safety workers are required by legislation to ensure they comply with Railpro's Fatigue management policy and procedures.

#### **44. WORKPLACE RIGHTS**

The Company recognises that employees may wish to be supported by workplace representatives in certain circumstances including matters of a disciplinary or performance counselling nature. If the Company consider it appropriate and where such support is requested by an employee the Company will allow those supporting workplace representatives appropriate time away from their normal duties to assist the employee concerned (this does not seek to diminish the employees right to request representation). Such time may only be taken by the workplace representative if it has been authorised by the Company in advance. The company may also agree to allow the workplace representative access to such things as telephones, computers, faxes or the like if it is reasonably necessary to enable them to support the employee.

#### **45. DRUGS AND ALCOHOL**

- 45.1 The employee's employment may be terminated immediately, if:
  - (a) The employee is found to have or have had a blood alcohol level above zero (0.00) whilst on duty, or
  - (b) The employee is found to be or to have been drinking alcoholic beverages whilst on duty, during meal breaks, on workplace premises or in the employer's vehicles and or other equipment.
  - (c) The employee is found to be or to have been under the influence of illegal or illicit drugs whilst on duty, during meal breaks, on workplace premises or in the employer's vehicles and or other equipment.

#### **46. SMOKING**

All employees will comply with the Company's Smoke Free Work Environment policy by not smoking at any time in their vehicle or anywhere within the Company's environs, including clients' premises. Where any employee is found to have contravened any provisions of this clause, the incident will be reviewed and disciplinary action may result.

#### **47. INFRINGEMENTS AND OR SAFEWORKING BREACHES**

- 47.1 Any infringements or safe working breaches and other fines or penalties for unsafe work practices will be the employee's responsibility. Such incidents may incur disciplinary action, or in serious cases, termination of

employment. The employee must pay all traffic infringements incurred when in charge of a company vehicle.

- 47.2 All infringement notices and fines must be reported to the employee's supervisor, or another designated person, as soon as practical after the infringement has occurred or the employee has been made aware of the infringement. The employee must provide to the employer proof of payment of all fines by the due date.

#### **48. VALID LICENCE**

- 48.1 The Company will have the right, at its discretion, to terminate an employee who through loss of motor vehicle licence or other similar cause is unable to perform their normal duties.
- 48.2 The employee will be required to produce proof of licence validity on request, and such a request may be made at any time.

#### **49. LOCOMOTIVE MAINTENANCE**

- 49.1 The employee is responsible for:
- (a) Notifying the employer of any servicing or maintenance requirements; and
  - (b) Ensure that all spillages are cleaned, refrigerators are empty upon completion of shift and rubbish is removed from the Locomotive upon completion of the employee shift; and
  - (c) Reporting to the employer any damage or any incidences, no matter how minor and completion of a minor incident/ near miss report; and
  - (d) Checking consumables such as oil, water, lights, etc. Communication systems are operative and all safety equipment if available prior to commencing work.

#### **50. CREW CAR**

- 50.1 The employee is responsible for:
- (a) Notifying the employer of any servicing or maintenance requirements; and
  - (b) Ensure that all spillages are cleaned, refrigerators are empty upon completion of a Trip and Rubbish is removed from the Crew Car upon completion of the employee shift; and
  - (c) Ensure all dishes and utilities are washed after use and returned to their storage location

- (d) Ensure that all Showers, toilet, Kitchen areas are kept clean for others to use
- (e) Reporting to the employer any damage or any incidences, no matter how minor and completion of a minor incident/ near miss report; and
- (f) Checking consumables such as oil, water, lights, etc. Communication systems are operative and all safety equipment if available prior to commencing work.

## **51. PASSENGERS**

- 51.1 The employee will not carry passengers, including family, friends or hitchhikers, in company vehicles including locomotives and rolling stock without prior written permission in each instance by his/her supervisor.
- 51.2 In cases of emergency only passengers will be permitted with the authorisation of Railpro management..

## **52. DUTIES**

- 52.1 The duties to be carried out by the employee are but not limited to:
  - (a) Locomotive driving either single man or two man operation;
  - (b) Second person in a locomotive;
  - (c) Ground shunting;
  - (d) Administrational tasks;
  - (e) Minor repairs to equipment; and
  - (f) Train examinations
  - (g) Cleaning
- 52.2 The employee will at the employer's request, carry out work he might not normally perform on a short or long term basis, to satisfy the employer's business requirements, or to ensure all equipment is utilized for the maximum benefit of the employer or customer. The employee, when transferring to other duties, will be assessed to verify if additional training is required to ensure competence in the new function is adequate.

## **53. SAFETY**

- 53.1 It is agreed that there can be no compromise with safety and that safety is both the employer's and the employee's responsibility. In particular, the employer's policy is:
  - (a) To provide safe working conditions for all employees.

- (b) To provide and maintain safe, plant and equipment.
- (c) To provide the training necessary for employees to safely carry out their duties.
- (d) To take all practical steps to avoid accidents.
- (e) To regard all industrial accidents as preventable.
- (f) To require all employees to follow safe operating practices and procedures that will safeguard the public and other employees at all times.

#### **54. UNIFORMS**

- 54.1 Employees will be provided with uniforms, which must be worn at all times whilst on duty. These will be replaced on a fair wear & tear basis and or due to risk
- 54.2 The livery type and colour of the uniform will be at the discretion of the employer
- 54.3 The employer will also provide Safety attire (PPE) which will be worn at all necessary times by the employee. Where an employee is required to wear prescription glasses, the company agrees to supply 1 pair of clear prescription and 1 pair of tinted prescription safety eyewear every 2 years, to the value of \$700 total. The company is not responsible for any costs associated with eye tests or lens testing. The employee will be responsible for the cost of replacement of the glasses during the 2 year period, regardless of whether they were lost, damaged or stolen.
- 54.4 The employee is responsible for ensuring all uniforms and Safety attire are cleaned regularly and presents themselves at work in the allocated uniform in a clean and professional manner.

**Signatories**

SIGNED for and on behalf of  
Railpro Services Pty Ltd  
By, Andrew Williams representative of RailPro Services  
in the presence of:

Name: A. Williams

Signature: A. Williams

[Signature]

Date: 30/11/14

SIGNED for and on behalf of the  
Employees of Railpro Services Pty Ltd  
By, Allan Barden representative of the Australian Rail, Tram and Bus Industry Union  
in the presence of:

Name: Allan Barden

Signature: [Signature]

[Signature]

Date: 5/5/14

## APPENDIX 1– Rates Of Pay

Rates as at 30Jun13

Classification	Ordinary Hourly Rate	%	Aggregate Hourly Rate	Per annum	HAHA	Crew Car Rate	Meal Allowance
Shunters	\$ 27.06	86	\$ 35.2349	\$ 78,785.18	\$ 27.06	\$ 27.06	\$ 29.17
Crew Chief	\$ 28.81	92	\$ 37.5150	\$ 83,883.43	\$ 28.81	\$ 28.81	\$ 29.17
Trainee	\$ 20.66	66	\$ 26.9129	\$ 60,177.24	\$ 20.66	\$ 20.66	\$ 29.17
Trainee Driver	\$ 27.62	80	\$ 32.6217	\$ 72,942.11	\$ 27.62	\$ 27.62	\$ 29.17
Terminal Driver	\$ 28.49	91	\$ 37.1182	\$ 82,971.65	\$ 28.49	\$ 28.49	\$ 29.17
Mainline Driver	\$ 31.31	100	\$ 40.7771	\$ 91,177.63	\$ 31.31	\$ 31.31	\$ 29.17
Driver Trainer	\$ 34.44	110	\$ 44.8548	\$ 100,295.40	\$ 34.44	\$ 34.44	\$ 29.17

Hours are based on 43 hours per week.

The hourly aggregate is based on - 172 hours over - 4 weeks and includes an allowance for RDOs.

The per annum rate is based on the aggregate of 2236 hours.

## Schedule 2.3 Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or



- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

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

20 May 2014

Commissioner Roberts  
Fair Work Commission  
Level 8, Terrace Tower,  
80 William Street  
East Sydney NSW 2011

Via Email – chambers.roberts.c@fwc.gov.au

Dear Commissioner Roberts

**Re: AG2014/5946 Railpro Services Enterprise Agreement 2013**

Further to your correspondence of 19 May 2014 we confirm that we make the following undertakings:

1. That reference to "Fair Work Australia" at clause 36 of the Agreement shall be read as being a reference to "the Fair Work Commission".
2. That the model consultation provisions of regulation 2.09 of the *Fair Work Regulations 2009* shall be applied in respect of the Agreement in lieu of clause 38 of the Railpro Services Enterprise Agreement 2013.

We trust this resolves the issues raised and look forward to receiving confirmation that the Agreement may now be approved.

Yours Sincerely



Joe Pastore  
General Manager – Human Resources