



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Total Momentum Pty Ltd
(AG2022/1519)

TOTAL MOMENTUM PTY LTD NATIONAL RAIL OPERATIONS AGREEMENT 2022

Rail industry

COMMISSIONER MCKINNON

SYDNEY, 1 JULY 2022

Application for approval of the Total Momentum Pty Ltd National Rail Operations Agreement 2022.

[1] Total Momentum Pty Ltd has applied for approval of a single enterprise agreement known as the *Total Momentum Pty Ltd National Rail Operations Agreement 2022* (the Agreement).

[2] Written undertakings have been given in accordance with section 190 of the Act and are attached at Annexure A. I am satisfied that the undertakings are not likely to cause financial detriment to any employee covered by the Agreement and do not result in substantial changes to the Agreement. The undertakings are taken to be terms of the Agreement.

[3] With the undertakings now given, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[4] The Agreement is approved and will operate from 8 July 2022. The nominal expiry date of the Agreement is 1 July 2026.

[5] The Agreement covers the Australian Rail, Tram and Bus Industry Union.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE516400 PR743005>

Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/1519

Applicant: Total Momentum Pty Ltd

Section 185 – Application for approval of a single enterprise agreement, namely Total Momentum Pty Ltd National Rail Operations Agreement 2022

Undertaking – Section 190

I, Ryan Edwards, Group Human Resources Manager, declare that:

I have the authority given to me by Total Momentum Pty Ltd to give the following undertakings with respect to the Total Momentum Pty Ltd National Rail Operations Agreement 2022 ("the Agreement"):

1. Nominal Expiry Date

Total Momentum provides an undertaking that the nominal expiry date of the Agreement will be 4 years from the date that the agreement is approved by the Fair Work Commission

2. Drivers

- a. Total Momentum provides an undertaking that Clause 15 and 16 are to be read so that overtime and public holidays are calculated and paid on the Aggregate Rate but that shift allowances, or weekend penalties are not
- b. The intent of the agreement is that the Aggregate Rate only includes shift allowances and weekend penalties
- c. All penalty rates mentioned in Clause 15, overtime and public holiday, will be calculated and paid on the aggregate rate.

3. Driver Rates – Level 1 Trainee/2nd Person (0-6 months experience) LVL 2 RIA

- a. Total Momentum provides an undertaking that the commencement rate for a Driver Level 1 Trainee/2nd Person (0-6 months experience) LVL 2 RIA is to be \$29.00. Appendix A will be read as follows:

Driver Rates Permanent	Commencement Hourly rate	First Full Pay Period First Anniversary 2023	First Full Pay Period Second Anniversary 2024	First Full Pay Period Third Anniversary 2025
Classification		3.00%	3.00%	3.00%
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$29.00	\$29.87	\$30.77	\$31.69

Driver Rates Casual	Commencement Hourly rate			First Full Pay Period First Anniversary 2023		
Classification	Increase %			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate

CORPORATE HEADQUARTERS
Level 22, 535 Bourke Street
Melbourne VIC 3000

TOTAL MOMENTUM PTY LTD
ABN 74 109 979 991
www.momentumrail.com

an **Engenco** company



Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$29.00	\$7.25	\$36.25	\$29.87	\$7.47	\$37.34
--	---------	--------	---------	---------	--------	---------

Driver Rates Casual	First Full Pay Period Second Anniversary 2024			First Full Pay Period Third Anniversary 2025		
	3.00%			3.00%		
Classification	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$30.77	\$7.69	\$38.46	\$31.69	\$7.92	\$39.61

4. Terminal Operators:

- a. Total Momentum Pty Ltd provides an undertaking that for this Agreement, Clause 17.4 will be read so that shift penalties will be calculated and paid in accordance with the Rail Industry Award 2020.

5. Part-Time employees

- a. **Driver Operations:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, we commit that the payment of overtime for any employee classified as Part-Time will be paid for all time worked in excess of the agreed hours as per Clause 15 of the agreement
- b. **Terminal Operators:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, we commit that the payment of overtime for any employee classified as Part-Time will be paid for all time worked in excess of the agreed hours as per Clause 18 of the agreement

6. Casuals

- a. **Driver Operations:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, any employees employed as a casual Driver will be paid the following penalty rates:
- The overtime penalty will be 195% (inclusive of casual loading) for all time worked in excess of 38 hours as per Clause 15 of the agreement, no shift penalties are included for Saturday and Sunday (weekend rate) as it is included in the aggregate rate.
 - 275% (inclusive of casual loading) for all hours worked on public holidays
- b. **Terminal Operators:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, any employees employed as a casual Terminal Operator will be paid overtime in accordance with the Award:
- The overtime penalty will be 175% (inclusive of casual loading) (first 3 hours) and 225% (inclusive of casual loading) for any overtime hours Monday to Friday
 - 175% (inclusive of casual loading) for all hours worked on a Saturday
 - 225% (inclusive of casual loading) for all hours worked on a Sunday
 - 275% (inclusive of casual loading) for all hours worked on public holidays

Total Momentum does not believe that these undertakings will cause financial detriment to any employee, nor do they constitute substantial changes to the agreement

CORPORATE HEADQUARTERS

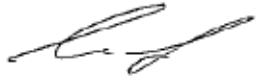
Level 22, 535 Bourke Street
Melbourne VIC 3000

TOTAL MOMENTUM PTY LTD

ABN 74 109 979 991
www.momentumrail.com

an **Engenco** company



Signature:  _____

Capacity: Group Human Resources Manager _____

Date: 27 June 2022 _____

CORPORATE HEADQUARTERS
Level 22, 535 Bourke Street
Melbourne VIC 3000

TOTAL MOMENTUM PTY LTD
ABN 74 109 979 991
www.momentumrail.com

an **Engenco** company

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

Total Momentum Pty Ltd
National Rail Operations Agreement
2022

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	2
Clause 1 TITLE	4
Clause 2 PARTIES BOUND	4
Clause 3 COVERAGE	4
Clause 4 OPERATION OF AGREEMENT	4
Clause 5 DATES OF OPERATION	5
Clause 6 NO EXTRA CLAIMS	5
Clause 7 OBJECTIVES OF THE AGREEMENT	5
Clause 8 DEFINITIONS	6
Clause 9 FORMS OF EMPLOYMENT	8
Clause 10 PROBATIONARY PERIOD	13
Clause 11 TERMINATION OF EMPLOYMENT	13
Clause 12 REDUNDANCY	14
Clause 13 STAND DOWN	14
Clause 14 HOURS OF WORK (DRIVER OPERATIONS)	14
Clause 15 OVERTIME (DRIVER OPERATIONS)	15
Clause 16 SHIFT PENALTIES (DRIVER OPERATIONS)	16
Clause 17 HOURS OF WORK (TERMINAL OPERATOR)	16
Clause 18 OVERTIME (TERMINAL OPERATORS)	17
Clause 19 ANNUAL PAY INCREASES	18
Clause 20 PAYMENT OF WAGES	18
Clause 21 SUPERANNUATION	19
Clause 22 TIMESHEET MANAGEMENT	19
Clause 23 LEAVE	19
Clause 24 LONG SERVICE LEAVE	24
Clause 25 PUBLIC HOLIDAY	24
Clause 26 DISPUTE RESOLUTION	25
Clause 27 ABANDONMENT OF EMPLOYMENT	26
Clause 28 EMPLOYEE DUTIES AND OBLIGATIONS	27
Clause 29 FLEXIBILITY	27
Clause 30 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS	28

Clause 31 CONSULTATION.....	29
Clause 32 COMPANY POLICIES AND PROCEDURES	31
Clause 33 MEDICAL ASSESSMENTS	31
Clause 34 FATIGUE MANAGEMENT	31
Clause 35 ROSTERING PRINCIPLES.....	32
Clause 36 SHIFT LENGTHS – DRIVER OPERATIONS	36
Clause 37 LIFT UP/LAY BACK- DAY OF OPERATION	37
Clause 38 PAYMENT FOR USE OF EMPLOYEE'S OWN MOTOR VEHICLE	38
Clause 39 HOME BASE.....	38
Clause 40 CREW CAR WORKING	38
Clause 41 MEALS.....	38
Clause 42 TRAINING.....	38
Clause 43 UNIFORMS.....	39
APPENDIX 1 - RATES OF PAY	40
APPENDIX 2 - COMPETENCIES	43
APPENDIX 3 - EXECUTION PAGE	47
APPENDIX 4 – DISPUTE NOTIFICATION.....	49

Clause 1 TITLE

This Agreement is known as the Total Momentum Pty Ltd National Rail Operations Agreement 2022.

Clause 2 PARTIES BOUND

This Agreement is made between:

- 2.1. Total Momentum Pty Ltd "Engenco Corporate Office" - Level 22, 535 Bourke Street Melbourne VIC 3000 ("Momentum" "the Company").
- 2.2. Australian Rail Tram and Bus Industry Union ("ARTBIU")
- 2.3. 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 Australia excluding WA.

Clause 3 COVERAGE

3.1. This Agreement shall apply to:

- (a) Each of the parties;
- (b) Employees of Total Momentum Pty Ltd who perform work within all states of Australia excluding WA for all positions which fall within the classification structure/s contained within this Agreement.

Clause 4 OPERATION OF AGREEMENT

4.1. Application

- (a) Subject to paragraph 4.1(c), the Rail Industry Award 2020 does not apply whilst this Agreement is in operation.
- (b) The parties do not intend (either recklessly or otherwise) to incorporate unlawful content in this Agreement and any term of the Agreement that deals with or contains unlawful content is expressly excluded from and does not form part of this Agreement to that extent.
- (c) This Agreement (to the full extent permitted by law) supersedes and operates to the exclusion of any other Award, agreement (whether certified or not), memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten, applied prior to the introduction of this Agreement and which regulated the terms and conditions of employment of Employees covered by this Agreement, except for:
 - (i) Employees' contract of employment.
 - (ii) Individual Flexibility Agreements.
 - (iii) Any agreement or arrangement between an individual employee and the Company under the NES.
 - (iv) Special Award provisions inserted into the Rail Industry Award 2020 by the Fair Work Commission to deal with significant economic and social disruption.

Note: during the 2020 coronavirus pandemic, the FWC inserted provisions into various awards in cases where temporary amendments to the FW Act did not apply or did not apply in full.

- (d) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Clause 5 DATES OF OPERATION

- 5.1. This Agreement will come into effect from the 7th day following the date of notification from Fair Work Commission that the Agreement has been approved.
- 5.2. This Agreement's nominal expiry date is 4 years from the Commencement Date of this Agreement
- 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.

Clause 6 NO EXTRA CLAIMS

- 6.1 This Agreement covers all contingencies. During the term of this Agreement the Parties shall make no extra claims for any changes in remuneration or conditions of employment. The Parties agree that this Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship between the Parties.

Clause 7 OBJECTIVES OF THE AGREEMENT

- 7.1. Total Momentum and their employees are committed to achieving the following objectives:
 - (a) A commitment to protecting our employees, contractors from injury or illness by actively identifying risks and the timely reporting of workplace hazards, unsafe acts and near misses, to eliminate or control those risks or hazards as far as is reasonably practicable.
 - (b) A commitment to providing high quality services to our customers
 - (c) A commitment to developing and building the capabilities of our own people whilst providing career pathways and talent pipelines.
 - (d) Flexible work arrangements that meet customer, industry and employee requirements. Recognition of the need to embrace on-going operational change as required to maintain business efficiency and changing customer requirements.
 - (e) The application of continuous improvement in product quality, customer service, cost efficiency, teamwork, flexible work patterns, multi-skilling, workplace culture, job satisfaction, training and development and productivity performance.
 - (f) All Employees undertaking any and all tasks as directed by the Company for which the Employee has been trained and has the required qualification and demonstrated competency.

- (g) Ensuring the ability of the Company to fulfil its contractual and commercial obligations through a commitment by the Parties to avoid any action which might disrupt continuity of production or service to customers, or in any way reduce the effectiveness of the business.
- (h) Developing a working environment that will contribute to the achievement of the above by:
 - (i) Employees active participation in safe working practices, decision making, continuous improvement in service quality, reliability and customer service, flexible work patterns and multi-skilling.
 - (ii) Establishing a framework to enable Employees to achieve these objectives and to enable them to identify and solve problems as well as initiate improvements to work design, processes and procedures, leading to productivity improvements and increased job satisfaction.
 - (iii) Creating and enhancing a culture of continuous improvement by adhering to and working within the Company safety and quality policies and procedures.
 - (iv) Employees participating in the Company's Performance Review process to establishing a clear understanding by Employees of the goals and objectives of the Company and concurrently establish Employees goals, objectives and suitable development activities.
 - (v) Developing a flexible workforce and working environment.
- (i) Total Momentum and their employees recognise their joint responsibility to ensure this Agreement is effective and in the event of ambiguity, the spirit and intention set out in this clause (Clause 6 Objectives) should be paramount.
- (j) Diversity in the Workplace: the employees and the company agree to respect and value the diversity of the workplace by helping to prevent and eliminate discrimination at our workplace on the basis of race, sex, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, transgender, religion, political opinion, national extraction or social origin.

Clause 8 DEFINITIONS

8.1. In this agreement:

- (a) **Agreement** means the Total Momentum Pty Ltd National Rail Operations Agreement 2022.
- (b) **Aggregate Rate** means an hourly rate payable to the Employee that is inclusive of all shift penalties and weekend penalties.
- (c) **The Award** means Rail Industry Award 2020.
- (d) **Casual Employee** means an Employee engaged and paid as such in accordance with Clause 8.5 of this agreement.

- (e) **Company** means Total Momentum Pty Ltd.
- (f) **Company Policies & Procedures** means all Engenco Group or Momentum Policies, Procedures and Code of Conduct as amended, introduced or withdrawn from time to time.
- (g) **Commencement Date** means on the 7th day after this Agreement is approved by the Fair Work Commission.
- (h) **Dayworker** means any Employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 6am to 6pm.
- (i) **Duty-Cycle** means the 4-week period of which hours are averaged.
- (j) **Employee** means a person who is employed in a full time, part time, fixed term, project specific or casual basis. Fixed term employees are engaged for a specific period.
- (k) **FW Act or the Act** means Fair Work Act 2009 as amended from time to time.
- (l) **FWC** means the Fair Work Commission.
- (m) **Home Base** means the location each Employee would normally sign on and off for their shifts.
- (n) **Hourly Rate** means the rates of pay set out in Appendix 1 to this Agreement.
- (o) **Long Service Leave Act** means the relevant long service leave act in each state that the agreement operates.
- (p) **Master Roster** is a roster that shows rostered days off and any known or forecast work in the depot
- (q) **NES** means National Employment Standards, as set out in or determined pursuant to the FW Act, as amended from time to time. The NES will prevail over this agreement where it provides a more favourable outcome, as prescribed in accordance with the FW Act.
- (r) **Project Specific** employees are engaged for a specific project.
- (s) **RSNL** means the Rail Safety National Law 2012.
- (t) **Rest Location** means a nominated location where Train Crew are signed off/on and are accommodated away from their Home Base.
- (u) **Reasonable Overtime** means a minimum of 1 (one) shift per fortnight
- (v) **Rostered Shift** means any shift of which the Employee has been rostered to work in accordance with this Agreement.
- (w) **Shift Worker** means any Employee who works rostered shifts including shifts outside the hours of 0600 to 1800 Monday to Friday and is a shift worker for the purposes of the National Employment Standards in the Act.

- (x) **Shift Penalties** means allowances for hours worked outside of 6am to 6pm Monday to Friday which is determined by the roster.
- (y) **TBA** means to be advised.
- (z) **Working Roster** is the roster provided to employees each week containing the balance of book off days to that already allocated from the master roster and any work shifts.

Clause 9 FORMS OF EMPLOYMENT

9.1. General Principles and Undertakings.

9.2. The Company may engage employees either on a full-time, part-time, fixed term, project specific, casual, apprenticeship or traineeship in all classifications to provide flexibility of employment and to accommodate variability of client business activities.

9.3. Full-Time Employment

- (a) A full-time employee is employed to work 38 Ordinary Hours per week averaged over a 4-week period up to a maximum of 152 Ordinary Hours.

9.4. Part -Time Employment

- (a) Part-time employees are those employees (other than casual employees) employed to work less than the Ordinary Hours of work averaged over a 4-week period for an equivalent full-time employee.
- (b) The Company will at commencement of employment agree with a part time employee the minimum number of weekly ordinary hours to be worked averaged over a 4-week period by that employee. ("Ordinary Hours").
- (c) Part-time employee shall be engaged for a minimum of four consecutive hours on a shift. (Excluding approved paid training).
- (d) 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.

9.5. Casual Employment

- (a) A casual Employee is one engaged and paid as such. The employment of a Casual Employee will be on a casual basis and shall commence on each engagement and cease at the completion of each engagement. The parties agree that employment on this basis is not intended to provide employees with a firm advance commitment to continuing an indefinite work according to an agreed pattern of work for the employee. Nothing in this Agreement limits the effect of the provisions of the NES dealing with casual conversion.
- (b) A Casual Employee may be offered subsequent engagements, and such offers of engagement may be in accordance with a pattern previously or subsequently offered to the Casual Employee, although the Company is under no obligation to do so. The Employee will only work as required. The Casual Employee may accept such engagements, although the casual Employee is under no obligation to do so.

- (c) Casual Employee for working ordinary time must be paid an hourly rate calculated on the basis of one thirty eighth of the minimum weekly wage prescribed in Appendix 1 for the work being performed, plus a casual loading of twenty five percent (25%). The casual loading constitutes part of the casual Employee's all-purpose rate.
- (d) For the avoidance of doubt, the casual Employee's all-purpose rate is inclusive of a twenty five percent (25%) casual loading. The casual loading provides full and complete compensation for annual leave and other forms of paid leave, including but not limited to;
 - (i) paid personal/carer's leave
 - (ii) paid compassionate leave,
 - (iii) community service leave
 - (iv) payment for absence on public holidays;
 - (v) payment in lieu of notice of termination;
 - (vi) redundancy pay

(but not long service leave, to the extent a State or Territory Long Service Leave Act provides for the benefit to be conferred on a casual employee).
- (e) The Casual Loading also provides for full and complete compensation for any other matters identified as excluding Casual Employees contained in this Agreement. If for any reason a court or a tribunal determines that the Employee is not a Casual Employee, the Company may offset the Casual Loading paid to the employee against the value of any paid leave that accrues or has accrued (including any payment made on termination of employment), and any other identified entitlement, that was intended to be covered by the twenty five percent (25%) loading. This set off will operate so as to ensure that Employees are not "paid twice" for any such entitlement.
- (f) In circumstances where an ongoing Employee credited with leave as a result of clause 9.5(d), the leave will be deemed to have been paid in advance, at the time of payment of the casual loading, and may be taken as unpaid leave, to the extent that the value of that leave has been set off against the casual Employee's all-purpose rate.
- (g) On each occasion a Casual Employee is required to attend work the Employee must be paid for a minimum of four (4) hours work. In order to meet their personal circumstances a casual Employee may request, and the Company may agree to an engagement of a minimum of four (4) hours
- (h) The Company, when engaging a Casual Employee must inform the Employee that they are employed as a casual, stating by whom the Employee is employed, the classification level and rate of pay and the likely number of hours required.
- (i) Despite the provisions of subclause 9.5(a), a Casual Employee's employment may be terminated with one (1) hours' notice by either the Employee or the Company.

9.6. Fixed Term or Project Specific Employment

- (a) Fixed term employees are engaged for a specific period or project (which may include the replacement of an employee who is on leave).
- (b) Fixed term employees may be employed on either a full-time or part-time basis consistent with the terms of this Agreement.
- (c) Employees engaged on a fixed term basis will be entitled to the same 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.
- (d) 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, however, at any time either the Employer or the Employee may end the employment relationship by giving notice in accordance with the terms of this Agreement
- (e) The offer of Project Specific Employment will specify the period of the engagement as the length of the project. The Company is under no obligation to offer further fixed term employment or permanent employment upon the expiration of the original engagement, however, at any time either the Employer or the Employee may end the employment relationship by giving notice in accordance with the terms of this Agreement

9.7. Apprentices and Trainees

- (a) Apprentices and Trainees will subject to the provisions of an applicable contract of apprenticeship or training agreement operating under federal, State or Territory apprenticeship or training.
- (b) Apprentices and Trainees rate conditions are outlined as per the Rail Industry Award

9.8. **Right to request casual conversion**

The right of Casual Employees to request conversion to permanent employment is set out in the NES.

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a fulltime employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 8.8 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in clause 8.8(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 26 —Dispute Resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 8.8, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, fulltime or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 8.4.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 8.8.
- (o) Nothing in clause 8.8 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 8.8 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 8.8 within the first 12 months of the employee's first engagement to perform work.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 8.8(q).
- (s) If any future amendment to the FW Act includes a right for a person to request conversion from casual to permanent employment, the Employer will not be in breach of this clause 8.8 if it complies with the requirements of the FW Act.

9.9. 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

9.10. 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 qualification and competence;
- (d) Comply with all the Company policies, procedures and codes of conduct 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 paid training, learning and development programs to enhance the productivity of the workplace.

Clause 10 PROBATIONARY PERIOD

10.1. All new employees are subject to a six (6) month probationary. Continuing employment is subject to the satisfactory completion of the probationary period.

Clause 11 TERMINATION OF EMPLOYMENT

11.1. 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

- (a) In addition to the notice periods 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.

11.2. Summary Dismissal

- (a) Subject to the provisions of the Company policy in relation to discipline, as amended from time to time, the Company may dismiss an Employee without notice or pay in lieu thereof for serious misconduct. The Company policy in relation to discipline provides that serious misconduct can include, but is not limited to the following:
 - (i) Theft or pilfering;
 - (ii) Failure to comply with any written or unwritten safety procedures and instructions;
 - (iii) Wilful damage to Company property;
 - (iv) Unauthorised disclosure of Company records;
 - (v) Fighting or assaulting personnel whilst on duty or within a workplace;
 - (vi) Sexual harassment or bullying; and

- (vii) Abusive behaviour towards supervisors/managers or fellow Employees.
- (b) Where an Employee is terminated summarily, wages and other entitlements payable on termination are paid up to the time of dismissal only.

Clause 12 REDUNDANCY

12.1. 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 FW Act.

Clause 13 STAND DOWN

13.1. Employees maybe 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) industrial action (other than industrial action organised or engaged in by the employer);
- (b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown
- (c) a stoppage of work for any cause for which the Company cannot be held to be reasonably responsible;

13.2. As soon as practicable and no less than 24-hours prior to the stand down commencing, the company will notify employees in writing of the intent to consult with the affected employees and the performance of useful work shall be discussed together with any training and reaccreditation that may be required by the Company including the expected duration of the stand down period.

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

13.4. The provisions of section 524 of the FW Act otherwise apply.

Clause 14 HOURS OF WORK (DRIVER OPERATIONS)

Full Time Employee

14.1. The ordinary hours of work, for a Full-time Employee, are one thousand, nine hundred and seventy-six hours (1976) per annum. This is equivalent to fifty-two weeks at thirty-eight ordinary hours per week.

14.2. While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the Act.

14.3. Ordinary hours for a full-time employee will not exceed 152 hours averaged over a four (4) week period.

14.4. In addition to the ordinary hours specified above, an Employee may be required to work reasonable overtime (with the exception of working on rostered days off (RDOs)) for payment of overtime penalty rates.

14.5. An Employee may decline to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) Any risk to an employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours.
- (b) The Employee's personal circumstances (including any family responsibilities);
- (c) The operational requirements of the company in relation to which the Employee is required or requested to work the additional hours.
- (d) Any notice given by the company of the requirement or request that the Employee work the overtime.
- (e) Any notice given by the Employee of their inability to work the overtime.
- (f) Whether any additional hours are on a public holiday.
- (g) The Employee's hours of work over the Duty Cycle or Roster Cycle ending immediately before the Employee is required or requested to work the additional hours; and
- (h) Any other relevant matter.

Part-Time Employee

14.6. A permanent Part-time employee (other than a casual employee) is employed to work less than the ordinary hours of work for an equivalent full-time employee with a minimum of 16 hours per week averaged of sixty-four (64) hours averaged over a four (4) week period.

14.7. A permanent part-time employee shall;

- (a) Be entitled to pro rata accruals with respect to annual and long service and Personal Carers leave, based on ordinary hours worked.
- (b) Have the minimum number of hours of sixty-four (64) hours over a four (4) week period and may be requested to work additional hours at ordinary rates up to a maximum of 152 hours averaged over a 4-week period.
- (c) Part-time employee shall be engaged for a minimum of four consecutive hours on a shift. (Excluding approved paid training).
- (d) Hours required to be worked may exceed the minimum guarantee where rostered / worked shift lengths result in the employee exceeding the minimum hours, after which all additional hours / shifts will be by agreement.
- (e) Have any additional hours beyond the maximum of 152 hours averaged over a 4-week period paid at the appropriate penalty rates.

Clause 15 OVERTIME (DRIVER OPERATIONS)

15.1. If a full time or part time employee works more than 152 hours in any 4-week period those hours in excess of 152 shall be paid at the Overtime Rate.

15.2. Overtime will be paid at 1.7 times the Aggregate hourly rate

15.3. Hours worked on a Public Holiday will be paid for at the rate of 2.5 times the Aggregate hourly rate

15.4. A meal allowance of \$32.50 will be paid when you work in excess of 10 hours on a local shift only. Employees shall receive a meal allowance of \$32.50 every 8 hours when rostered to a barrack's location and home pass continuous.

15.5. Reasonable Overtime

- a) The Company may require an employee to work reasonable overtime.
- b) An employee may refuse to work overtime only in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family responsibilities (which shall be advised in advance of the commencement of each shift);
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

Clause 16 SHIFT PENALTIES (DRIVER OPERATIONS)

16.1. Full time, Part time, Fixed Term or Project Specific and Casual employees will not be paid any additional shift or weekend penalties as they are absorbed and offset by the Aggregate Hourly Rate.

Clause 17 HOURS OF WORK (TERMINAL OPERATOR)

Full Time Employee

- 17.1. The ordinary hours of work, for a Full-time Employee, are one thousand, nine hundred and seventy-six hours (1976) per annum. This is equivalent to fifty-two weeks at thirty-eight ordinary hours per week.
- 17.2. Ordinary Hours shall be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday (Ordinary Hours).
- 17.3. Ordinary Hours shall not exceed twelve (12) hours on any day.
- (a) All hours worked on Saturday will be paid for at the rate of time and one half (1.5 times)
 - (b) All hours worked on a Sunday will be paid for at the rate of time Double time (2 times)
 - (c) All hours worked on a Public Holiday will be paid for at the rate of Double time and one half (2.5 times).
- 17.4. Full time, Part time, Fixed Term or Project Specific and Casual employees will be paid shift penalties for hours worked outside the standard hours 6am to 6pm Monday to Friday only.
- 17.5. While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the Act.

- 17.6. Ordinary hours for a full-time employee will not exceed 152 hours averaged over a four (4) week period.
- 17.7. In addition to the ordinary hours specified above, an Employee may be required to work reasonable overtime (with the exception of working on rostered days off (RDOs)) for payment of overtime penalty rates.
- 17.8. An Employee may decline to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) Any risk to an employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours.
 - (b) The Employee's personal circumstances (including any family responsibilities);
 - (c) The operational requirements of the company in relation to which the Employee is required or requested to work the additional hours.
 - (d) Any notice given by the company of the requirement or request that the Employee work the overtime.
 - (e) Any notice given by the Employee of their inability to work the overtime.
 - (f) Whether any additional hours are on a public holiday.
 - (g) The Employee's hours of work over the Duty Cycle or Roster Cycle ending immediately before the Employee is required or requested to work the additional hours; and
 - (h) Any other relevant matter.

Part-Time Employee

- 17.9. A permanent Part-time employee (other than a casual employee) is employed to work less than the ordinary hours of work for an equivalent full-time employee with a minimum of 16 hours per week averaged of sixty-four (64) hours over a four (4) week period.
- 17.10. A permanent part-time employee shall;
- (a) Be entitled to pro rata accruals with respect to annual and long service and Personal Carers leave, based on ordinary hours worked.
 - (b) Have the minimum number of hours of sixty-four (64) hours over a four (4) week period and may be requested to work additional hours at ordinary rates up to a maximum of 152 hours averaged over a 4-week period.
 - (c) Part-time employee shall be engaged for a minimum of four consecutive hours on a shift. (Excluding approved paid training).
 - (d) Hours required to be worked may exceed the minimum guarantee where rostered / worked shift lengths result in the employee exceeding the minimum hours, after which all additional hours / shifts will be by agreement.
 - (e) Have any additional hours beyond the maximum of 152 hours averaged over a 4-week period paid at the appropriate penalty rates.

Clause 18 OVERTIME (TERMINAL OPERATORS)

- 18.1. If a full time or part time employee works more than 152 hours in any 4-week period those hours in excess of 152 shall be paid at the Overtime Rate.

18.2. Overtime will be paid at time and one half the base hourly rate for the first 3 hours and double time thereafter.

Clause 19 ANNUAL PAY INCREASES

Wage rates are applicable from the date of approval of the Agreement by Fair Work Commission.

19.1 The wage rates set out in Appendix 1 are subject to the following increases:

- (a) On the date which is 12 months after the Commencement Date (see clauses 5.1 and 8.1(h)): 3.0%;
- (b) On the date which is 24 months after the Commencement Date: 3.0%
- (c) On the date which is 36 months after the Commencement Date: 3.0%

19.2 On the date which is 48 months after the Commencement Date (which is the nominal expiry date of this Agreement), wages rates will increase by 2.0%, provided that:

- (a) The parties agree that the increase is provided in good faith to ensure that employees are not disadvantaged while negotiating for a new enterprise agreement to replace this Agreement ("New Agreement");
- (b) The increase will be fully absorbed into any wage increase agreed under the New Agreement. For example, if the first agreed wage increase under the New Agreement is greater than 2.0%, wages will only increase by the amount which exceeds 2.0%;

19.3 Sign On Bonus –

- (a) Upon ratification of this agreement (Total Momentum Pty Ltd, National Rail Operations Agreement 2022) by the FWC, each current employee will receive a sign on bonus of up to \$1000 in accordance with the following;

19.4 \$1,000 payment if employed greater than 6 months, with 50% paid upon ratification of this agreement by Fair Work Commission and 50% balance six months later;

19.5 \$500 payment if employed less than 6 months, with 50% paid upon ratification of this agreement by Fair Work Commission and 50% balance six months later;

19.6 This sign on bonus is only applicable to existing Momentum employees at the date of ratification of the agreement by Fair Work.

Clause 20 PAYMENT OF WAGES

20.1. Payment of wages shall be by electronic funds transfer on a fortnightly or weekly basis to a single bank account nominated by the employee. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as is reasonably practicable after the normal pay day.

20.2. When an employee's employment is terminated for any reason, all outstanding monies due shall be paid on the next pay date.

Clause 21 SUPERANNUATION

- 21.1. The superannuation contributions to be made by the Company are prescribed under the Superannuation Guarantee (Administration) Act 1992. This Agreement does not create a separate right to that existing under the law.
- 21.2. If the employee does not choose a superannuation fund, the Company shall make contributions as required by law to the Company nominated default fund or the employee's stapled fund, providing the nominated default superannuation fund or the stapled fund is an eligible choice fund that offers a MySuper product.

Clause 22 TIMESHEET MANAGEMENT

- 22.1. Employees are responsible for accurately reporting their "actual" start and finish times and break times if it anyway varies to the rostered shift. It is considered a serious breach of Momentum's Code of Conduct for actual hours to be mis-represented or reported inaccurately.

Clause 23 LEAVE

- 23.1. Annual Leave Entitlements General
- 23.2. All employees are entitled to access leave as per the National Employment Standards.
- 23.3. All leave is deducted at 7.6 hours per day to a maximum of 38 hours per week.
- 23.4. For each year of service with the Company, an Employee (other than a Casual) is entitled to four (4) weeks of paid annual leave;
- 23.5. A Shift Worker, as defined under section 87 of the FW Act, will be entitled to an additional week of annual leave in accordance with the NES;
- 23.6. An Employee's entitlement to annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year;
- 23.7. Employees must provide reasonable notice of a request to take annual leave. Usually the Company will require a minimum four (4) weeks' notice of a request for leave. However, a different period may be required depending on the circumstances including the operational requirements of the business and the duration of the leave requested;
- 23.8. Excess Annual Leave

The Company may direct an Employee to take annual leave where:

- (a) Any accrued annual leave exceeding eight (8) weeks for a dayworker or ten (10) weeks for a Shift Worker will be considered 'excess' leave, at which point the Company may direct an employee to cash out or take annual leave, unless otherwise agreed between the employee and the Company.;
- (b) The Company has tried to reach agreement with the employee about taking of leave but has been unable to do so, the Company may direct an employee to reduce their accrued annual leave so that the employee's annual leave accrual will not, after leave is taken, be reduced below eight (8) weeks for a day worker or ten (10) weeks for a Shift Worker, unless mutually

agreed between the Company and the employee. The direction has no effect if it would result in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks.

- (c) The Company directs the employee to take the leave at least 8 weeks, but not more than 12 months from the date of the direction;

23.9. The nature of the operation may require that the enterprise be partially or completely closed for certain periods throughout the year or should a client’s operations shutdown. During these times the employee may be asked to consider using their accrued annual leave entitlements and/or accrued long service leave entitlements and/or accrued, substituted credit time entitlements. The direction has no effect if it would result in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks .

23.10. Annual leave loading is payable to permanent employees taking leave as follows

Description	Amount of Annual Leave Loading
Shift Workers	20%
All others	17.5%

23.11. Cashing Out Annual Leave

- (a) An employee may apply to his or her manager to cash out his or her accrued annual leave entitlements subject to the following:
 - (i) in any 12-month period, the employee may only cash out up to half of the annual leave accrued by him or her in that period or 2 weeks, whichever is the lesser; and
 - (ii) paid leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlements to paid annual leave being less than 4 weeks; and
 - (iii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
 - (iv) the employee must be paid at least the full amount that would have been payable to the employee, had the employee taken the leave that the employee has forgone; and
 - (v). the option of cashing out annual leave may only be initiated by the employee; and
 - (vi). the employee cannot cash out annual leave in advance, that is, anticipated annual leave that has not yet accrued.
 - (vii) An agreement under this clause must be signed by the Company and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
 - (viii) The employer must keep a copy of any agreement as an employee record.

23.12. Personal/Carers Leave

Entitlement

- (a) Employees (other than Casuals) are entitled to personal leave (sick and carers leave) in accordance with the NES, with the maximum entitlement to paid personal leave being 10 days for each year of employment. (pro-rata for part-time employees).
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively from the anniversary date of the commencement of employment and accumulates from year to year.
- (c) An employee must advise the Company of each day that he or she will not be attending work. Unless impracticable, this advice must be given before the employee's usual starting time.
- (d) On return to work the employee is required to complete a personal/ carers leave application that must be authorised by the relevant manager, Group Human resources and forwarded to Payroll.
- (e) In addition, all employees may be required to produce evidence signed by a Registered Medical Practitioner, statutory declarations or other reasonable forms of evidence as deemed appropriate by the Company, in compliance with legislation in order to qualify for paid Personal/Carers leave entitlements.
 - (i) The employee may, without the production of a medical certificate / statutory declaration, take five days personal leave in any year of service.
 - (ii) The maximum number of consecutive days that will be granted without a medical certificate/statutory declaration shall be two.
- (f) At the discretion of the company and only if the required evidence has been provided, Personal/Carers leave taken in excess of your accrued entitlement may be taken as annual leave, long service leave or as unpaid leave

23.13. Unpaid Carer's Leave

- (a) The entitlement to unpaid carer's leave will be in accordance with the Act.
- (b) An Employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support during such a period because of:
 - (i) A personal illness, or injury, of the member; or
 - (ii) An unexpected emergency affecting the member.
- (c) Unpaid carer's leave may be taken in a single unbroken period of up to two (2) days or in any separate periods as agreed between the Employee and The employer .
- (d) Unpaid carer's leave is only available when an Employee has exhausted their entitlement to paid carer's leave or has no entitlement to paid carer's leave.
- (e) Notice of the taking of unpaid carer's leave is expected to be given to the employer prior to the commencement of the Employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- (f) If the care or support required is because of a personal illness, or injury, a medical certificate from a registered health practitioner will be provided by the Employee where it is reasonably practicable to do so otherwise a statutory declaration shall be adequate which includes a statement to the effect that the Employee requires (or required) leave during the period to provide care or support to the member of their household because the member requires (or required) care or support during the period because of:
 - (i) A personal illness, or injury of the member; or

- (ii) An unexpected emergency affecting the member.

23.14. Trauma Counselling and Trauma Leave

- (a) Where an employee attends or deals directly with the consequences of a serious work related or workplace incident, post-traumatic stress counselling is available. Attendance will be optional but is recommended.
- (b) In addition, an Employee will be provided with up to five (5) days' paid leave, provided the Employee has sought trauma counselling through the Company's Employee Assistance Program (EAP) and leave has been approved by the Employee's medical practitioner.
- (c) During the Trauma Leave the Employee will be expected, if medically fit, to attend any meetings regarding the accident in hours that are mutually agreeable.
- (d) During any period of Trauma Leave provided under this clause, the Employee is to be paid what he or she would have received for the normal rostered shift or rostered call-ins for the first five (5) days not including the day of the incident.

23.15. Parental Leave

- (a) Parental leave is available to Employee's in accordance with the NES.
- (b) In accordance with the NES, an Employee may be entitled to a maximum of fifty-two (52) weeks (unpaid) parental leave to be the primary carer for the Employee's child.
- (c) This period is inclusive of all periods of leave taken by the Employee or the Employee's spouse in relation to the birth of employee's child (including for example paid annual leave, concurrent leave and short maternity leave).

23.16. Compassionate & Bereavement Leave

- (a) An employee (including a casual employee) is entitled to two days of compassionate leave to spend time with a member of the employee's immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.
- (b) An employee may take compassionate leave for each occasion as:
 - (i) a single continuous two-day period; or
 - (ii) Two separate periods of one day each; or
 - (iii) Any separate periods to which the employee and his or her employer agree.
- (c) If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the ordinary hours they would have worked during the period of leave
- (d) An employee who needs to take compassionate leave may be required by the Company to comply with the evidence requirements under the NES.

23.17. Family and Domestic Violence Leave

- (a) General Principle: The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support and assistance to our Employees in such circumstances.
- (b) Definition of Family and Domestic Violence: The Company accepts the definition of Family Violence as stipulated in the Family Violence Act 2011 to include physical, sexual, financial, verbal or emotional abuse by a family member or a member of the same household, and the following general measures.
- (c) General Measures
 - (i) Understanding the traumatic nature of Family Violence, the Company will provide as much support and assistance as reasonably practicable to the Employee if they have difficulties performing their tasks at work
 - (ii) Evidence of Family and Domestic Violence may be required and can be in the form of an appropriate document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service, or Lawyer
 - (iii) All personal information concerning family violence will be kept confidential in line with the Company's policies and procedures and relevant legislation. No information will be kept on an employee's personnel file without their permission.
- (d) Leave
 - (i) In addition to support provided as part of the Company's Employee Assistance Program (EAP) and policies, the Company at its sole discretion, may grant an employee special paid leave of up to five (5) days per year, for medical appointments, legal proceedings or other activities related to Family Violence.
 - (ii) Further leave may be approved either on a paid or unpaid basis at the Company's sole discretion where extenuating circumstances exist, and appropriate evidence is provided.
 - (iii) Appropriate proof will be required by the Company before granting paid Special Leave, in accordance with clause 23.17(d)(i). Proof may be in the form specified in paragraph 23.17(c)(ii).
 - (iv) An Employee experiencing family violence may raise the issue with their immediate manager and/or Human Resources, or other company representative.
 - (v) An Employee may apply for Carers Leave in accordance with Clause 23.12 or 23.13 to support someone who is experiencing Family Violence. This may include accompanying the person to Court, to hospital or to mind children.

23.18. Community Service Leave

- (a) Community service leave forms part of the National Employment Standards (NES).
- (b) This clause applies to employees who are required to attend Jury duty including jury selection and emergency management activities during emergencies or natural disasters where employees are a voluntary member of, or have a member-like association with the recognised emergency management body.
- (c) For an employee to be covered by the community service leave provisions, they must give the Company notice of the absence as soon as practicable, the period or expected period of absence and evidence that they are entitled to the leave, if requested by the Company.
- (d) With the exception of jury duty, community service leave is unpaid.
- (e) Community service leave for jury service is paid for employees other than casuals. An employee (other than a casual) is entitled to 'make-up pay' for the first 10 days that the employee is absent for a period of jury service.
- (f) Make-up pay is the difference between:
 - (g) any jury service pay the employee receives (excluding any expense related allowances) and
 - (h) The employee's base rate of pay for each hour (or part hour) they would have worked, excluding separate entitlements, such as incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates.

23.19. Military Reserve Service Leave

- (a) Subject to legislative requirements, the Company will provide up to 10 days' paid leave for an employee to attend to duties in the Australian Defence Force Reserve.
- (b) An employee will be paid any shortfall between his or her ordinary pay and any amount paid to him for service in the Australian Defence Force Reserve.
- (c) An employee must provide evidence satisfactory to the Company of the requirement to attend to duties in the Australian Defence Force Reserve and the amount paid to the employee in respect of those duties.

Clause 24 LONG SERVICE LEAVE.

24.1. As per the relevant long service leave acts in each state that the agreement operates

Clause 25 PUBLIC HOLIDAY

25.1. For the purposes of this Agreement the following core public holidays shall be recognised in accordance with the NES as follows:

- (a) New Year's Day

- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday (ACT, NSW, QLD, VIC)
- (f) Easter Monday
- (g) Anzac Day (the day it is recognised as a public holiday in a State or Territory or a region of a State or Territory)
- (h) Queen's birthday holiday (the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- (i) Labour Day (the day it is recognised as a public holiday in a State or Territory or a region of a State or Territory)
- (j) Christmas Day
- (k) Boxing Day
- (l) any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.

Public Holiday Payments

- 25.2. Hours worked on a Public Holiday will be paid for at the rate of Double time and one half (2.5 times)
- 25.3. Driver Operations - overtime hours worked on a Public Holiday will be paid for at the rate of 2.7 times the aggregate hourly rate

Clause 26 DISPUTE RESOLUTION

26.1. If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

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

26.3. 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.

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

26.5. The Fair Work Commission may deal with the dispute in 2 stages:

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

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

26.7. 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 prior to the dispute arising 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.

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

Clause 27 ABANDONMENT OF EMPLOYMENT

27.1. The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer is prima facie evidence that the employee has abandoned their employment

- (a) 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 their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.
- (b) Abandonment of employment operates 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 employer, whichever is the later.
- (c) Abandonment of employment is not termination of employment at the employer's initiative and notice of termination is not required.

Clause 28 EMPLOYEE DUTIES AND OBLIGATIONS

28.1. Except as provided for elsewhere in this Agreement, Employees must not be absent from work on any day when they are normally rostered for duty. Any such non-attendance shall result in loss of pay for the actual time of non-attendance.

28.2. Employees must:

- (a) Work safely at all times and foster the objective of Zero Harm;
- (b) Comply with all applicable Rail Safety National Law (RSNL) requirements;
- (c) Report for work in a fit and proper state, free from the influence of drugs or alcohol in accordance with Company Policies and Procedures and RSNL as amended from time to time;
- (d) Perform work (including shift work) as reasonably required by the Company from time to time in accordance with a roster which may vary from time to time, including off site operations;
- (e) Submit to drug and alcohol testing, including random testing and causal testing, in accordance with Company Policies and Procedures as amended from time to time;
- (f) Maintain their work environment in a clean and tidy manner. (This refers to the complete workplace as well as individual workstations);
- (g) Adhere strictly to the dispute resolution procedure as prescribed in Clause 26;
- (h) Adopt all occupational health, safety and rehabilitation requirements in compliance with the Work Health and Safety legislation, and other specific Company Policies and Procedures, including proper use of all personal protective equipment;
- (i) Comply with all Company and Client Policies and Procedures as in force and as amended from time to time. Company Policies and Procedures:
 - (i) Do not form part of the contract of employment or this Agreement;
 - (ii) May be changed, withdrawn or introduced at the Company's discretion.
- (j) Work a reasonable amount of overtime as may be required on any of the seven (7) days of the week (which may include public holidays) should such be necessary to meet service requirements or to rectify an equipment breakdown; and
- (k) Undertake training consistent with the needs of the Company and the objectives of this Agreement.

Clause 29 FLEXIBILITY

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

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

(c) the arrangement is genuinely agreed to by the employer and employee.

29.2. 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.

29.3. 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 the terms of the enterprise agreement that will be varied by the arrangement; and
 - (i) how the arrangement will vary the effect of the terms; and
 - (ii) 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
 - (iii) states the day on which the arrangement commences.

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

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

Clause 30 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Clause 30 applies where an employee has made a request for a change in working arrangements under section 65 of the Act.

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 31 supplements or deals with matters incidental to the NES provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 31 is an addition to section 65.

30.1. Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;

- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

30.2. What the written response must include if the employer refuses the request

- (a) Clause 30.2 applies if the employer refuses the request and has not reached an agreement with the employee under clause 30.1.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 30.1, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

30.3. What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under Clause 30.1 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

30.4. Dispute resolution

- (a) Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 30, can be dealt with under Clause 26 —Dispute Resolution.

Clause 31 CONSULTATION

31.1. Employers to notify employees

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on

employees., the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

31.2. Employers to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 31.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 31.1
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

31.3. Consultation about changes to rosters or hours of work

- a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- c) The requirement to consult under clause 31.3 does not apply where an employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

Clause 32 COMPANY POLICIES AND PROCEDURES

- 32.1 This Agreement is supplemented by the Company's Policies and Procedures which: Do not form part of the contract of employment or this Agreement;
- 32.2 May be changed, withdrawn or introduced at the Company's discretion.

Clause 33 MEDICAL ASSESSMENTS

- 33.1. Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, the Company will pay all costs associated with the medical assessment up to the initial "Diagnosis", including the health assessment and stress ECG and/or other referred tests.
- 33.2. Any testing required in addition to stress, ECG and/or other referred tests after initial "Diagnosis" is identified, will be the responsibility of the Employee.
- The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
- (a) Fit for Duty Unconditional; or,
 - (b) Fit for Duty Conditional; or
 - (c) Fit for Duty subject to Review; or,
 - (d) Fit for Duty subject to Job Modification; or,
 - (e) Temporarily Unfit for Duty; or,
 - (f) Permanently Unfit for Duty.
- 33.3. Employees must comply with the National Transport Commission (NTC) National Standard for Health and Assessment of Rail Safety Workers Failure to maintain the appropriate medical standard (NTC) Health Assessment for Rail Safety Workers) will result in a review of his or her suitability for their allocated task.
- 33.4. The employee will be required to have the medical conducted by a recognised Rail medical practitioner nominated by the employer.

Clause 34 FATIGUE MANAGEMENT

- 34.1. Employees must comply with Engenco Fatigue Management Company Policies and Procedures in accordance with RSNL.
- 34.2. The Parties Agree to share an ongoing commitment to ensure and to promote the health, safety, and welfare of all Employees including the management of fatigue risk associate with the variance of Hours of Work.
- 34.3. The parties recognise the relevant safety legislation in relation to fatigue management.
- 34.4. The Company allows acknowledges the legislative consultation concerning health and safety and provides a consultation structure which information is communicated.
- 34.5. This is aimed at improving safety, health, and welfare of all employees at work by assisting with the development and implementation of risk management systems and processes.
- 34.6. The Company will take all practical and reasonable measures to ensure the health, safety and welfare of all Employees, and ensuring a safe and healthy work environment. The Company will

also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.

34.7. The Company has a duty of care to ensure, as far as is reasonably practicable Employees are not exposed to health and safety risks arising from any of the operations. This includes:

- (a) The provision and maintenance of all work environment which minimises the risks to health and safety.
- (b) The provision and maintenance of safety systems at work; and
- (c) Monitoring of health, safety, and fatigue for the purpose of preventing workplace illness or injury.

34.8. If an Employee self-discloses fatigue and cannot perform his or her next shift, the payment shall be deducted from the Employee's available personal /carer's leave entitlement.

34.9. Employees have a responsibility and must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.

34.10. Employees must attend duty fit and able to safely perform their duties. Employees must comply with company policy and procedures, including drugs and alcohol. Employees must also notify their supervisor or manager of any situation where they genuinely believe there to be a risk of injury or damage.

- (a) Fatigue scores will be emailed in accordance with any changes made to the Working Roster each day. This will show the Employee's name, the score that will be reached after the completion of the next shift.
- (b) Employees are responsible for advising Momentum of any altered working hours that may affect their fatigue.
- (c) Fatigue will be managed according to Momentums Fatigue Management Policy, Procedure and legislative requirements

Clause 35 ROSTERING PRINCIPLES

35.1 Master Rosters

- (a) A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDOs), all known and Forecast Work in the depot, the required number of lines to be filled by the depot and to meet the operational requirements of the business having regard to fatigue principles. The actual work performed by an Employee shall be as that set out in the Working Roster described in clause 36.
- (b) The Company will maximise the amount of Forecast Working, where business and operational requirements are confirmed and make it practical to do so.

35.2 Working Roster

- (a) All Employees will be allocated to a Permanent Line if available and will rotate through lines in their roster.
- (b) Any Employee that is rostered by a Momentum client will work to the clients roster not the Momentum master roster
- (c) As far as practicable, hours are to be equalised out over the hours of Duty Cycle.
- (d) The Company will, in consultation with the affected employees, develop and modify rosters consistent with operational requirements.

- (e) For Forecast Working the completed Working Roster will be posted no later than 16:00, showing allocation of work, sign on times and shift length at least seven (7) days in advance of the Sunday on which the roster is to commence.
- (f) For Blank Line Working the completed Working Roster will be available and posted to confirm the allocation of work, sign on time and details of any Barracks Working by no later than 1600 hours each day. The Working Roster will contain advice for at least the following shift /s up to 0600 hours the subsequent day i.e. 30 hours of advice.
- (g) The working arrangements for blank line rosters shall be defined by the relevant shift limit for each crew configuration.
- (h) As far as possible, rostering will be done on a "first off - first on" basis keeping in mind fatigue and qualification principles.

35.3 Roster Development

- (a) The company will develop and modify rosters consistent with operational requirements.
- (b) In developing rosters, the Company must take into account the following:
 - (i) Family, social and work commitments.
 - (ii) Occupational Health and Safety and specifically fatigue management principles.
 - (iii) Maintenance of qualifications.
 - (iv) Quality of work.
 - (v) Relevant conditions of employment.
 - (vi) Duty of care obligations.
 - (vii) Optimal staff productivity; and
 - (viii) Fair working for the Employees.
- (c) Rosters may be developed to include Forecast Working, Blank Line Working or both.

35.4 Master Roster Changes

- (a) Where a change to a Master Roster is proposed, consultation will commence at least twenty-eight (28) days prior to the intended implementation date of the new Roster. Following consultation, the final Master Roster is to be posted 14 days in advance of its introduction.
- (b) From time to time because of operational requirements there may arise a need to change the current roster. When this occurs in consultation with the effected employees Momentum will develop the roster. There will be only four (4) such changes to the roster per calendar year. This can be extended to no more than five (5) with the agreement of the affected Employees.

35.5 Working Roster Changes

- (a) With the exception of lay back adjustments for day of operation, where a Working Roster is posted and a subsequent change is required, the following will apply:
 - (i) Alternative or new work to be provided, where possible.
- (b) If no new or alternative work is available, (i.e. the shift is cancelled), and at least 4 hours' notice is not provided, the Employee will have,
 - (i) six (6) hours credited against their hours of work.

35.6 Roster Suspension (Forecast working only)

- (a) In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume. In these circumstances, time actually worked will be used to determine overtime.
- (b) Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- (c) During a period of roster suspension, allocation of crew rostering will be determined by the effected employees, local management, and corporate management in line with shift limits and rostering principles contained in this Agreement. The suspension of a roster will not impact on the placement of RDO's. Where RDO's are worked the overtime provisions for work on an RDO will apply.

Rostered Days Off (RDOs)

35.7 RDO Principles

- (a) There will be a minimum of 104 per year designated RDOs.
- (b) Rostered days off can only be altered via a Master Roster change, or by agreement of the Employee concerned.

35.8 Defining the dimensions of RDOs

- (a) For all rosters this may be altered during the development of the roster in consultation and agreement with the affected Employees but shall not be less than 30 hours.
- (b) Multiple RDOs will commence from 0001 and conclude at 0600 the following day. Each subsequent day will be in blocks of 24 hours duration following the conclusion of the initial RDO at 0600 hours.
- (c) If an RDO is infringed a standalone payment for any hours worked within the RDO will be paid at the rate of 1.7 times the aggregate hourly rate.

35.9 Weekends Off Duty

- (a) In managing rosters, the company will provide as many whole weekends free from work as is possible.
- (b) The company will roster a minimum of 1 weekend off in every 4 weekends.
- (c) A weekend will comprise a minimum fifty-four (54) hours commencing at sign off on the Friday at 0000 hours and concludes at 0600 hours Monday.
- (d) If the weekend off duty hours is infringed a standalone payment for any hours worked on the weekend off duty will be paid at rate of 1.7 times the aggregate hourly rate for infringing the Weekend off duty.

35.10 INTERVAL BETWEEN SHIFTS (TRAIN CREW)

- (a) Home Base - A minimum of eleven (11) hours in all states except Queensland where the minimum is 12 hours.
- (b) Rest Location - A minimum of eight (8) hours, seven (7) hours by negotiation in all states except Queensland where the minimum is 8 hours.

35.11 MANDATORY REST PERIOD (TRAIN CREW)

- (a) Mandatory rest periods will be provided after having worked twelve (12) consecutive shifts in fourteen (14) days, inclusive of single sick days.
- (b) This will include the counting of shifts when working from one fortnight, or one week, into the next fortnight or week.
- (c) Mandatory rest periods shall conform to the same conditions as an RDO

35.12 BARRACKS WORKING / RESTING AWAY (TRAIN CREW)

- (a) Rosters for Train Crew may include tasks or positions that involve rest periods away from the initial Home Base. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the Employee to return to their initial Home Base
- (b) Returning to home base on the next turn of duty may not apply in the event of:
 - (i) an accident or emergency; or
 - (ii) any urgent circumstances approved by the Regulator; or
 - (iii) any other unforeseeable circumstances that make it necessary, in the absence of any reasonably practicable alternative to avoid a serious dislocation of train services, provided that the driver or drivers concerned indicate their fitness to work.
- (c) Rostering staff may decide to return crews to their Home Base without a rest period at a barracks or resting away location subject to the following:
 - (i) Crew can self-drive up to the maximum shift length, eleven (11) hours
 - (ii) Single Driver, nine (9) hours.
 - (iii) Employees shall receive a meal allowance when rostered to a Barracks location and home pass continuous

35.13 BARRACKS DETENTION

- (a) Twelve hours at a Barracks or resting away location "Barracks detention" will commence. Barracks detention is that period of time from the 12th hour at a resting away or Barracks Location, i.e. 12 hours after the sign off at the Barracks or resting away location, with the shift limit commencing for the period of Barracks detention. Crews will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceed 12 hours. For the period of Barracks Detention, employees will receive payment at the penalty rates provided in the table below:

HOUR	RATE
12.01 – 15.59	1.3%
16.00 – 19.59	1.5%
20.00 to sign on	1.7%

- (b) Employees shall be paid a meal allowance of \$32.50 for each completed 8-hour period, or part thereof, calculated from the sign-on at the Employee’s Home Base to the sign-off at the Employee’s Home Base.

35.14 COMMENCING AND RETURNING FROM LEAVE (TRAIN CREW)

- (a) Commencing Annual Leave
 - (i) No work is to be rostered for a sign-on or a likely sign off on the calendar day on which annual leave is to commence
- (b) Returning from Annual Leave:
 - (i) No work is to be rostered on the calendar day on which annual leave is to conclude. Train Crew Employees are to be rostered after the hours of 0600 on the first available shift upon their return from leave.
- (c) Returning from Other Leave:
 - (i) When an Employee is on leave, other than annual leave, and a resumption date is not known the Employee will be required to provide at least twelve (12) hours' notice of their availability for inclusion into the roster. Advice is to be received prior to 1500 hours on the day prior to returning to duty.

35.15 WAKE UP CALL (TRAIN CREW)

- (a) Employees are entitled to a "wake up" call for signing on at their Home Base when commencing work between the hours of 0000 and 0800 inclusive. The time of this call will be in accordance with the time limit set by the Employee. e.g. one (1) hour prior to sign on time.
- (b) Wake Up calls at Barrack Locations will be accordance with the time limit set by the Employee and may vary shift by shift.

Clause 36 SHIFT LENGTHS – DRIVER OPERATIONS

36.1. Maximum Shift Lengths

- (a) The maximum Shift Length shall be twelve (12) hours, subject to the limits prescribed in the following table in accordance with the RSNL National Regulation 2012-Schedule 2:

Crew Arrangement	Maximum Shift Length (from sign on to sign off)
Driver Only Mainline/Terminal	9 hours
Two Person Operation where the second driver is a qualified train driver (including a qualified train driver who is learning a route or undergoing an assessment)	The maximum shift length to be worked is 12 hours and/or as required by legislation
Other Two Person Operation	In the case of any other two-person operation the maximum shift length to be worked is 11 hours

- (b) Working of 12 Hour shifts - Employees can be rostered to perform up to 6 x 12 hour shifts in any one fortnight, subject to the following limitations:
 - (i) No more than 4 x 12 hour shifts in any one week.
 - (ii) Such shifts shall be worked in accordance the RSNL National Regulation 2012-Schedule 2 and Momentum Fatigue Management Policies and Procedures.

36.2. Minimum Shifts - Subject to clause 37.2 (a) below, the actual working time credited to the Duty Cycle for shifts worked will be on the following basis:

- (a) Where the rostered Shift Length is greater than six (6) 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 six (6) hours.
- (b) whilst undertaking required Company training, the minimum time paid will reflect the actual time spent in training.
- (c) whilst undertaking a required travel shift, the minimum time paid will be four (4) hours.

36.3. EMERGENCIES AND ACCIDENTS AS PER RSNL NATIONAL REGULATION 2012 - SCHEDULE 2

- (a) The requirements of this clause do not apply in the event of –
 - (i) an accident or emergency; or
 - (ii) any urgent circumstances approved by the Regulator; or
 - (iii) any other unforeseeable circumstances that make it necessary, in the absence of any reasonably practicable alternative, to contravene this clause to avoid a serious dislocation of train services, provided that the driver or drivers concerned indicate their fitness to work the extended hours, up to a maximum of 16 hours
- (b) In this clause - "emergency" means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion that endangers, or may endanger, the safety of persons; or destroys or damages, or may destroy or damage, property.

Clause 37 LIFT UP/LAY BACK- DAY OF OPERATION

37.1 Where the Company provides a minimum of 2 hours' notice, employees can be expected to lift up a maximum of 2 hours and be laid back a maximum of 3 hours for rostered shifts. Employees may by mutual agreement lift up or lay back in excess of these hours providing Momentum's Fatigue Management Policies and Procedures are observed. In emergency situations (such as where there has been a fatality or major network incident or equipment failure) the 2 hours' notice can be waived by mutual agreement.

37.2 In circumstance where an employee works for a client that has a Lift up/Layback timespan greater than 2 hours Lift Up & 3 hours lay back, the employee will work to the client's industrial instrument or lift up and lay back guidelines.

- (a) At home location, Train Crew may be expected to be contactable to allow for a maximum two (2) hour lift-up or a maximum three (3) hour lay-back.
- (b) At resting Locations, it is expected that crews will be called to sign on duty as required at resting locations. Lift-up and Lay-back thresholds will apply from the confirmed sign on time at the rest location.

- (c) It is the responsibility of the Employee to advise of the appropriate telephone number to facilitate a call to sign on duty. No more than two alterations to the confirmed sign-on time will be made

Clause 38 PAYMENT FOR USE OF EMPLOYEE'S OWN MOTOR VEHICLE

38.1. Payment for Use of Employee's Own Motor Vehicle and Travel In addition to other rates payable in accordance with this agreement, an Employee shall also be entitled to the following:

- (a) Where an Employee agrees to use his/her own vehicle to travel to another sign on/sign off point the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation Office and shall include the cost of tolls.
- (b) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
- (d) Where an Employee finishes work at a location that is different to the sign-on location, the Company will provide transport back to the sign-on location; the Company will provide the transport back to the sign-on unless otherwise agreed.

Clause 39 HOME BASE

39.1. Home base to be determined as within a 30kms of GPO or Post Office of City or Town of employment;

39.2. 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.

Clause 40 CREW CAR WORKING

40.1. Crew Car Relay Working – Momentum employees will be rostered in accordance with the clients rostering principles.

Clause 41 MEALS

41.1. Meals will be consumed in line with the operators procedure or organised through discussions with the client and train control to ensure the efficient operation of the network.

Clause 42 TRAINING

42.1. Multi-skilling

- (a) The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognizes the value of training to achieve multi-skilling and the importance of training its employees.

42.2. Incidental and Peripheral Tasks

(a) Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions, providing they are competent to perform such work.

42.3. Training priorities

(a) The priorities for training will be:

- (i) Ensure an employee possesses and /or maintains the competencies required to fulfill their role.
- (ii) Prepare an employee for progression to the next step of the classification structure in their career path.
- (iii) Provide reasonable access to training to afford employees the opportunity to acquire all of the skills, competency and knowledge needed to perform work in the employee's appointed position.
- (iv) To support an employee to undertake training to enhance and broaden their work skills as required in their appointed position or by mutual agreement train for higher or alternative positions.

(b) When training is undertaken by the employee as required by or at the request of the Company then all such training will be provided in the company's time and at the Company's expense.

Clause 43 UNIFORMS

43.1. 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

43.2. The livery type and colour of the uniform will be at the discretion of the employer

43.3. The employer will also provide Safety attire (PPE) which will be worn at all necessary times by the employee.

43.4. 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.

APPENDIX 1 - RATES OF PAY

Driver Rates Permanent	Commencement Hourly rate	First Full Pay Period First Anniversary 2023	First Full Pay Period Second Anniversary 2024	First Full Pay Period Third Anniversary 2025
Classification		3.00%	3.00%	3.00%
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$27.00	\$27.81	\$28.64	\$29.50
Level 2 - Trainee / 2nd Person (6 months until qualified) LVL 3 RIA	\$33.00	\$33.99	\$35.01	\$36.06
Level 3 - Locomotive Driver in training (no route knowledge) LVL 4 RIA	\$38.00	\$39.14	\$40.31	\$41.52
Level 4 - Locomotive Driver (route knowledge) LVL 5 RIA	\$45.00	\$46.35	\$47.74	\$49.17
Level 5 – Locomotive Driver Assessor (TAE Qualified) LVL 6 RIA	\$50.00	\$51.50	\$53.05	\$54.64

Driver Rates Casual	Commencement Hourly rate			First Full Pay Period First Anniversary 2023		
Classification	Increase %			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$27.00	\$6.75	\$33.75	\$27.81	\$6.95	\$34.76
Level 2 - Trainee / 2nd Person (6 months until qualified) LVL 3 RIA	\$33.00	\$8.25	\$41.25	\$33.99	\$8.50	\$42.49
Level 3 - Locomotive Driver in training (no route knowledge) LVL 4 RIA	\$38.00	\$9.50	\$47.50	\$39.14	\$9.79	\$48.93
Level 4 - Locomotive Driver (route knowledge) LVL 5 RIA	\$45.00	\$11.25	\$56.25	\$46.35	\$11.59	\$57.94
Level 5 – Locomotive Driver Assessor (TAE Qualified) LVL 6 RIA	\$50.00	\$12.50	\$62.50	\$51.50	\$12.88	\$64.38

Driver Rates Casual	First Full Pay Period Second Anniversary 2024			First Full Pay Period Third Anniversary 2025		
Classification	3.00%			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$28.64	\$7.16	\$35.81	\$29.50	\$7.38	\$36.88
Level 2 - Trainee / 2nd Person (6 months until qualified) LVL 3 RIA	\$35.01	\$8.75	\$43.76	\$36.06	\$9.01	\$45.07
Level 3 - Locomotive Driver in training (no route knowledge) LVL 4 RIA	\$40.31	\$10.08	\$50.39	\$41.52	\$10.38	\$51.90
Level 4 - Locomotive Driver (route knowledge) LVL 5 RIA	\$47.74	\$11.94	\$59.68	\$49.17	\$12.29	\$61.47
Level 5 – Locomotive Driver Assessor (TAE Qualified) LVL 6 RIA	\$53.05	\$13.26	\$66.31	\$54.64	\$13.66	\$68.30

Terminal Operator

Terminal Operator Rates Permanent	Commencement Hourly rate	First Full Pay Period First Anniversary 2023	First Full Pay Period Second Anniversary 2024	First Full Pay Period Third Anniversary 2025
Classification		3.00%	3.00%	3.00%
Terminal Operator Level 5	\$29.33	\$30.21	\$31.12	\$32.05
Terminal Operator Level 4	\$26.79	\$27.59	\$28.42	\$29.27
Terminal Operator Level 3	\$24.42	\$25.15	\$25.91	\$26.68
Terminal Operator Level 2	\$22.05	\$22.71	\$23.39	\$24.09
Terminal Operator Level 1	\$20.74	\$21.36	\$22.00	\$22.66

Terminal Operator Rates Casual	Commencement Hourly rate			First Full Pay Period First Anniversary 2023		
Classification	Increase %			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate
Terminal Operator Level 5	\$29.33	\$7.33	\$36.66	\$30.21	\$7.55	\$37.76
Terminal Operator Level 4	\$26.79	\$6.70	\$33.49	\$27.59	\$6.90	\$34.49
Terminal Operator Level 3	\$24.42	\$6.11	\$30.53	\$25.15	\$6.29	\$31.44
Terminal Operator Level 2	\$22.05	\$5.51	\$27.56	\$22.71	\$5.68	\$28.39
Terminal Operator Level 1	\$20.74	\$5.19	\$25.93	\$21.36	\$5.34	\$26.70

Terminal Operator Rates Casual	First Full Pay Period Second Anniversary 2024			First Full Pay Period Third Anniversary 2025		
Classification	3.00%			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate
Terminal Operator Level 5	\$31.12	\$7.78	\$38.90	\$32.05	\$8.01	\$40.06
Terminal Operator Level 4	\$28.42	\$7.11	\$35.53	\$29.27	\$7.32	\$36.59
Terminal Operator Level 3	\$25.91	\$6.48	\$32.38	\$26.68	\$6.67	\$33.36
Terminal Operator Level 2	\$23.39	\$5.85	\$29.24	\$24.09	\$6.02	\$30.12
Terminal Operator Level 1	\$22.00	\$5.50	\$27.50	\$22.66	\$5.67	\$28.33

APPENDIX 2 - COMPETENCIES

The following qualifications or equivalent within a recognised training package are subject to change in accordance with AQTF guidelines.

Driver Trainer

A Driver Trainer hold the same competencies as a Driver in addition to the below:

Acceptable AQF Code	Competency Title
Cert IV TAE 40110 or Cert IV TAE 40116	Certificate IV Training and Assessment (code 40110 or 40116)
Acceptable AQF Code	
TAEDEL301A or TAEDEL301	Provide work skill instruction
TAEASS401B or TAEASS401	Plan assessment activities and processes
TAEASS402B or TAEASS402	Assess competence
TAEASS403B or TAEASS403	Participate in assessment validation

Driver and Driver Assessor

A Driver and Driver Assessor must have the following competencies:

Acceptable AQF Code *	Competency Title
TLIF1001A or TLIF1001	Follow work health and safety procedures
TLID1001A or TLID1001	Shift materials safely using manual handling methods
TLIF2010A or TLIF2010	Apply fatigue management strategies
TLIF2006A or TLIF2006	Apply accident emergency procedures
TLIF2080B, TLIF2080C or TLIF2080	Safely access the rail corridor
TLIE2007A or TLIE2007	Use communication systems
TLIB4078A or TLIB4078	Carry out train roll-by inspection
TLIF4111A or TLIF0004	Work effectively in a train driving environment

TLIB3118A or TLIB3118	Apply awareness of railway fundamentals
TLIC4074A or TLIC4074	Shunt, couple and uncouple rail vehicles
TLIB3019A, TLIB3019B or TLI3019	Test train braking system
TLIB4079A or TLIB4079	Conduct a general train examination
TLIF3058A or TLIF3058	Apply safe working rules and regulations to rail functions # note: see below regarding required systems
TLIC2078A or TLIC2078	Identify and respond to signals and trackside signs
TLIB3026A or TLIB3026	Prepare for Train operation
TLIB3075A or TLIB3075	Inspect and prepare a motive power unit
TLIC3027A or TLIC3027	Stable a motive power unit
TLIC4026A or TLIC4026	Operate and monitor a motive power unit
TLIC4019A or TLIC4019	Drive a train to operational requirements
TLIC4023A or TLIC4023	Operate train with due consideration to route conditions
TLIB4080A or TLIB4080	Identify, diagnose and rectify minor faults on motive power units and Rollingstock
TLIF4110A or TLIF4110	Respond to abnormal situations and emergencies when driving a train
HLTAID003	Provide first aid
TLIB3018A or TLIB3018	Conduct Full Train Examination
TLIF3091A or TLIF3091	Apply awareness of dangerous goods & hazardous materials

Second Person

A Second Person must have the following competencies:

Acceptable AQF Code*	Competency Title
TLIF1001A or TLIF1001	Follow work health and safety procedures
TLID1001A or TLID1001	Shift materials safely using manual handling methods

TLIF2010A or TLIF2010	Apply fatigue management strategies
TLIF2006A or TLIF2006	Apply accident emergency procedures
TLIF2080B, TLIF2080C or TLIF2080	Safely access the rail corridor
TLIE2007A or TLIE2007	Use communication systems
TLIB4078A or TLIB4078	Carry out train roll-by inspection
TLIC4074A or TLIC4074	Shunt, couple and uncouple rail vehicles
TLIB3019A, TLIB3019B or TLIB3019	Test train braking system
TLIB4079A or TLIB4079	Conduct a general train examination
TLIF3058A or TLIF3058	Apply safe working rules and regulations to rail functions # note: see below regarding required systems
TLIC2078A or TLIC2078	Identify and respond to signals and trackside signs
TLIB3026A or TLIB3026	Prepare for train operation
HLTAID003	Provide first aid
TLIB3118A or TLIB3118	Apply Awareness of Railway Fundamentals (Second Person only)
TLIB4080A or TLIB4080	Identify, diagnose and rectify minor faults on motive power units and rollingstock
TLIF4111A or TLIF0004	Work effectively in a train driving environment
TLIB3075A or TLIB3075A	Inspect and prepare a motive power unit
TLIC3027A or TLIC3027	Stable a motive power unit

Terminal Operator

Terminal Operator competencies are as follows:

Core Competencies

Acceptable AQF Code*	Competency Title
TLIF2010A or TLIF2006	Apply accident emergency procedures
TLIF1001A or TLIF1001	Follow work health and safety procedures
TLID1001A or TLID1001	Shift materials safely using manual handling methods
TLIF2010A or TLIF2010	Apply fatigue management strategies
TLIF2080B, TLIF2080C or TLIF2080	Safely access the rail corridor
TLIE2007A or TLIE2007	Use communication systems
TLIF3091A or TLIF3091	Apply awareness of DG and hazardous materials
HLTAID003	Provide first aid
C class driver Licence	Manual transmission experience preferred.


Additional Terminal Operator competencies


Acceptable AQF Code*	Competency Title
LFHRW	Fork Licenced
CB HRB & DG HRW	Bridge & Gantry, Dogging
TLIB4078A & TLIC4074A	Roll by Inspection & Shunt, Couple & Uncouple
TLIB4078A, TLIB3019A & TLIB3018A	Roll by Inspection, Test Train braking system & FX


Terminal Operator levels are as per the below table:

Level 1	Qualified in all Core TO competencies.
Level 2	Qualified in all Core TO competencies plus LFHRW Fork Licenced
Level 3	Qualified in all Core TO competencies plus LFHRW Fork Licenced, TLIB4078A Roll by Inspection & TLIC4074A Shunt, Couple & Uncouple
Level 4	Qualified in all Core TO competencies plus LFHRW Fork Licenced, TLIB4078A Roll by Inspection & TLIB3019A Test Train braking system & TLIB3018A FX Inspection
Level 5	Qualified in all Core TO competencies plus LFHRW Fork Licenced, CB HRB Bridge & Gantry, DG HRW Dogging, TLIB4078A Roll by Inspection, TLIB3018A FX Inspection

APPENDIX 3 - EXECUTION PAGE

Signed on behalf of Total Momentum Pty Ltd (ABN 61 079 764 444) by its authorised representative:)))	
Anthony Fritsche		Executive General Manager - Workforce Solutions
Full Name (print)		Position
Level 22, 535 Bourke Street, Melbourne, VIC 3000		May 11, 2022
Address		Date

Signed on behalf of Total Momentum Pty Ltd (ABN 61 079 764 444) by its authorised representative:)))	
Kevin Pallas		Managing Director and CEO
Full Name (print)		Position
Level 22, 535 Bourke Street, Melbourne, VIC 3000		May 15, 2022
Address		Date

Signed on behalf of the Employees by the Employee Representative:)))	
Mark Diamond		National Secretary Australian Rail, Tram and Bus Industry Union
Full Name (print)		Position
Suite 210/ 4 -10 Goulburn Street Sydney 2000		
Address		Date 17/5/22

Signed on behalf of the Employees by the Employee Representative:)))	
Full Name (print)		Position
Address		Date

Signed on behalf of the Employees by the Employee Representative:))	
Full Name (print)		Position
Address		Date

Signed on behalf of the Employees by the Employee Representative:))	
Full Name (print)		Position
Address		Date

APPENDIX 4 – DISPUTE NOTIFICATION

To: _____ Date: _____

Insert name of manager to whom notice is given

I hereby give notice that I wish to invoke the dispute settlement process in clause 26 of the Total Momentum Pty Ltd National Rail Operations Enterprise Agreement 2022. The details of this dispute are as follows:

The Decision I wish to dispute is:

The person who made the decision is: _____

The date the decision was made is (if known): _____

The reasons I wish to dispute the decision are:

Your name: _____

Position: _____

Signed: _____

Contact No: _____

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/1519

Applicant: Total Momentum Pty Ltd

Section 185 – Application for approval of a single enterprise agreement, namely Total Momentum Pty Ltd National Rail Operations Agreement 2022

Undertaking – Section 190

I, Ryan Edwards, Group Human Resources Manager, declare that:

I have the authority given to me by Total Momentum Pty Ltd to give the following undertakings with respect to the Total Momentum Pty Ltd National Rail Operations Agreement 2022 ("the Agreement"):

1. Nominal Expiry Date

Total Momentum provides an undertaking that the nominal expiry date of the Agreement will be 4 years from the date that the agreement is approved by the Fair Work Commission

2. Drivers

- a. Total Momentum provides an undertaking that Clause 15 and 16 are to be read so that overtime and public holidays are calculated and paid on the Aggregate Rate but that shift allowances, or weekend penalties are not
- b. The intent of the agreement is that the Aggregate Rate only includes shift allowances and weekend penalties
- c. All penalty rates mentioned in Clause 15, overtime and public holiday, will be calculated and paid on the aggregate rate.

3. Driver Rates – Level 1 Trainee/2nd Person (0-6 months experience) LVL 2 RIA

- a. Total Momentum provides an undertaking that the commencement rate for a Driver Level 1 Trainee/2nd Person (0-6 months experience) LVL 2 RIA is to be \$29.00. Appendix A will be read as follows:

Driver Rates Permanent	Commencement Hourly rate	First Full Pay Period First Anniversary 2023	First Full Pay Period Second Anniversary 2024	First Full Pay Period Third Anniversary 2025
Classification		3.00%	3.00%	3.00%
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$29.00	\$29.87	\$30.77	\$31.69

Driver Rates Casual	Commencement Hourly rate			First Full Pay Period First Anniversary 2023		
Classification	Increase %			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate

CORPORATE HEADQUARTERS

Level 22, 535 Bourke Street
Melbourne VIC 3000

TOTAL MOMENTUM PTY LTD

ABN 74 109 979 991
www.momentumrail.com

an **Engenco** company

Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$29.00	\$7.25	\$36.25	\$29.87	\$7.47	\$37.34
--	---------	--------	---------	---------	--------	---------

Driver Rates Casual	First Full Pay Period Second Anniversary 2024			First Full Pay Period Third Anniversary 2025		
Classification	3.00%			3.00%		
	Base Hourly Rate	Casual Loading (25%)	Casual Rate	Base Hourly Rate	Casual Loading (25%)	Casual Rate
Level 1 - Trainee / 2nd Person (0-6 months experience) LVL 2 RIA	\$30.77	\$7.69	\$38.46	\$31.69	\$7.92	\$39.61

4. Terminal Operators:

- a. Total Momentum Pty Ltd provides an undertaking that for this Agreement, Clause 17.4 will be read so that shift penalties will be calculated and paid in accordance with the Rail Industry Award 2020.

5. Part-Time employees

- a. **Driver Operations:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, we commit that the payment of overtime for any employee classified as Part-Time will be paid for all time worked in excess of the agreed hours as per Clause 15 of the agreement
- b. **Terminal Operators:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, we commit that the payment of overtime for any employee classified as Part-Time will be paid for all time worked in excess of the agreed hours as per Clause 18 of the agreement

6. Casuals

- a. **Driver Operations:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, any employees employed as a casual Driver will be paid the following penalty rates:
 - i. The overtime penalty will be 195% (inclusive of casual loading) for all time worked in excess of 38 hours as per Clause 15 of the agreement, no shift penalties are included for Saturday and Sunday (weekend rate) as it is included in the aggregate rate.
 - ii. 275% (inclusive of casual loading) for all hours worked on public holidays
- b. **Terminal Operators:** Total Momentum Pty Ltd provides an undertaking that for this Agreement, any employees employed as a casual Terminal Operator will be paid overtime in accordance with the Award:
 - i. The overtime penalty will be 175% (inclusive of casual loading) (first 3 hours) and 225% (inclusive of casual loading) for any overtime hours Monday to Friday
 - ii. 175% (inclusive of casual loading) for all hours worked on a Saturday
 - iii. 225% (inclusive of casual loading) for all hours worked on a Sunday
 - iv. 275% (inclusive of casual loading) for all hours worked on public holidays

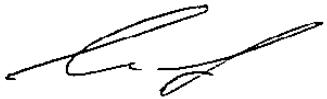
Total Momentum does not believe that these undertakings will cause financial detriment to any employee, nor do they constitute substantial changes to the agreement

CORPORATE HEADQUARTERS

Level 22, 535 Bourke Street
Melbourne VIC 3000

TOTAL MOMENTUM PTY LTD

ABN 74 109 979 991
www.momentumrail.com

Signature:  _____

Capacity: Group Human Resources Manager _____

Date: 27 June 2022 _____