

**AUSTRALIA EASTERN RAILROAD
(REST OF AUSTRALIA)
RAIL OPERATIONS UNION COLLECTIVE
AGREEMENT 2007**

*(ADMINISTRATIVE COPY CONTAINS
UPDATED RATES AS INDICATED)*

PART 1 - THE AGREEMENT AND ITS OPERATION

1. TITLE

This agreement shall be known as the ***Australia Eastern Railroad (Rest of Australia) Rail Operations Union Collective Agreement 2007.***

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3. PARTIES BOUND

The parties to this agreement are Australia Eastern Railroad Group Pty Ltd (“AER” or “the employer”) and the Australian Rail Tram and Bus Industry Union (“RTBU” or “the union”).

4. APPLICATION OF THIS AGREEMENT

4.1. **Parties Bound** - Subject to the provisions of clause 4.2, this Agreement applies to and binds AER, the union and all employees, employed by AER at locations in Australia other than those in Western Australia and engaged in any of the classifications specified in clause 29 [“the employee(s)”].

4.2. Relationship with the Safety Net Award

While this agreement remains in force it shall override, in full, the operation of any Safety Net Award that might otherwise apply.

5. TERM OF AGREEMENT

This Agreement shall operate from the date of lodgement with the Workplace Authority as prescribed in ‘the Act’ and shall have a nominal expiry date of 31st December 2010.

6. DEFINITIONS AND INTERPRETATIONS

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- **“Appointed Location”** in respect to clauses 6 and 14 of this agreement means the actual location that an ex employee of WAGRC was appointed to at the precise time of purchase by ARG on 17 December 2000.
- **“AER”** means the Australia Eastern Railroad Pty Ltd (ACN 080 579 308).
- **“ARGE”** means Australian Railroad Group Employment Pty Ltd (ACN 087 891 601), the employer. The parent company of ARGE is QR National West Pty Ltd (ACN 118 274 776).
- **“Casual employment”** means a form of employment where an employee is not employed on a permanent basis is employed by the hour, and does not meet the definition of a part-time or fixed term employee.
- **“Driver Only Operation (DOO)”** occurs where a single qualified locomotive driver is the only person to have sole responsibility for the control, operation and procedures of the locomotive and / or train in either a DOO Shunt or DOO Mainline capacity.
- **“Emergency”**, for the purposes of clauses 22.9, and 24.5.2 and means an emergency due to an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property.
- **“Fixed term employment”** means a form of employment where an employee is employed for a defined period or task.
- **“Former Western Australian Government Railways Commission (WAGRC) employee(s)”** means an employee who was is a former employee of the WAGRC and commenced employment with ARGE on December 17 2000 and has continuously been employed with ARGE/AER since that date.

- **“Full time employment – Train Crew”** means a form of employment where an employee is employed on the full time average of 38 hours per week and two reasonable additional hours per week averaged over the pay fortnight or roster cycle as the case may be.
- **“Full time employment – Other Than Train Crew”** means a form of employment where an employee is employed on the full time average of 38 hours per week averaged over the pay fortnight or roster cycle as the case may be.
- **“Home depot”** means the employee’s appointed operational base or temporary operational base where the employee is working away from home on temporary transfer.
- **“Incidental and peripheral”** means:
 - An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee’s skill, competence and training.
 - An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
 - Any direction issued by an employer will be consistent with the employer’s responsibilities to provide a safe and healthy working environment.
- **“Ordinary hours – Train Crew”** for a full time employee means an average of 40 hours per week (consisting of 38 hours and two reasonable additional hours) averaged over a roster cycle.
- **“Ordinary hours – Other Train Crew”** for a full time employee means an average of 38 hours per week averaged over a roster cycle.
- **“Ordinary rate of pay”** means the employees aggregated rate of pay as provided for at clause 29.
- **“OS&H Act”** means the *Occupational Health and Safety Act 2000 (NSW)*.
- **“Part time employment”** means a form of employment where an employee is employed on a regular basis on a number of hours less than the full time employment average number of hours.
- **“Policy/policies”** means a new or existing AER policy as amended from time to time.
- **“Roster cycle”** means a designated period over which work is arranged and the hours of work may be averaged.
- **“Stand alone”** means the hours paid will not be included in the calculation of ordinary hours.
- **“The Act”** means the *Workplace Relations Act 1996 (Cth)*.

7. NO EXTRA CLAIMS

It is a term of this agreement that the parties will not pursue any extra claims for the duration of this agreement.

8. INTENT AND OBJECTIVES

- 8.1. **Relationship of parties** - This agreement reflects the relationship between the parties and their commitment to deliver a dynamic and responsive work environment to all stakeholders.
- 8.2. **Continuous Improvement** - The parties acknowledge that it is critical an increased level of business competitiveness is achieved through the development and implementation of an effective and harmonious workplace environment focussed on continuous improvement in operational reliability, provision of customised service delivery solutions and improved productivity.
- 8.3. **Consultation to Avoid Disruption** - The parties recognise the vital importance of on-time and reliable provision of services to AER's customers. To ensure that this service is provided, the parties commit to making every possible effort to avoid disruption to services by undertaking extensive consultation on the issue as provided for in clause 52.
- 8.4. **Commitment to Objectives** - The parties to this agreement are committed to achieving the following broad objectives:
- 8.4.1. *Business Environment* - To provide an environment and work culture that encourages integrated business and operational strategies that achieves maximum potential for commercial viability, business growth and the provision of an efficient, value added and reliable service to the company's customers.
- 8.4.2. *Mutual Trust, Consultation etc* - To encourage mutual trust, cooperation, consultation and open communication.
- 8.4.3. *Employee Standards* - To provide fair and equitable working conditions, remuneration and satisfying work together with high standards of workplace health, safety and equal opportunity.
- 8.4.4. *Training and Development* - To provide training and development, including nationally accredited competency based training, to enhance the skills and knowledge to assist each employee to reach their full potential.
- 8.4.5. *Work Life balance* - To provide an appropriate work / life balance within the framework of a 24/7 operational environment and the employees' family, domestic, community and social requirements.

PART 2 - CONTRACT OF EMPLOYMENT

9. CONDITIONS OF EMPLOYMENT

- 9.1. **Work as Directed** - Within the limits of their skills, competence and training, employees shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties. Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is “incidental or peripheral” to their main task. AER commits not to promote deskilling through requiring this degree of flexibility.
- 9.2. **Employee Obligations** - Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner.
- 9.3. **Weekend and Shiftwork requirements** - Employees may be required to undertake shift work and / or weekend work in the course of their employment. The following requirements shall be observed in regard to this requirement:
- 9.3.1. *Hours Arrangement in writing* - New employees shall be informed in writing of the arrangement of their working hours at the time of engagement.
- 9.3.2. *Reference to Payments* - Provisions relating to payments for working ordinary hours on weekends and / or shift work are provided for at clauses 30 and 31 respectively.
- 9.4. **Employee Compliance with Policies etc** - AER will develop and implement workplace policies and processes from time to time, which are not in breach of any relevant legislation or terms and conditions of this agreement. Such policies and processes do not form part of this Agreement however, they will constitute lawful and reasonable directions by the company.

10. FORMS OF EMPLOYMENT

10.1. General Principles and Provisions

- 10.1.1. *Employment Type* -- AER may employ on a full time, part time, fixed term, permanent or casual basis.
- 10.1.2. *Full Time or Part Time Employment* - The predominant form of employment is permanent full time or part time employment.
- 10.1.3. *Agreement to change Employment type* - Existing employees shall not have their form of employment changed without their written consent.
- 10.1.4. *Advice to new Employees* - New employees shall be advised of the form of employment they are being employed in prior to engagement and for all forms of employment, other than short term casual arrangements, such advice shall be in writing.
- 10.1.5. *Appointment to Permanent Positions* - Where permanent full time positions become available preference will be given to suitable permanent part-time or fixed term employees who wish to be considered for appointment to these positions. AER will, in the first instance, seek expressions of interest from suitable employees and these expressions will be considered through a merit based selection process which involves review of applications, interview and selection, written advice to all applications and feedback to short listed applicants.

10.2. Probationary Employment

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

- 10.2.1. *Initial Period of Probationary Employment* - There shall be an initial period of up to 6 months probation for all new employees excluding casuals. An initial probationary period of less than 6 months may be extended by written agreement between AER and the employee provided that the total probationary period does not exceed 6 months. The period of probationary employment will be commensurate with the requirements of the position, the experience of the recruit and will be outlined in the written offer of employment.
- 10.2.2. *Employee Performance Plan* - On commencing employment and throughout the probationary period, probationary employees will be advised of the performance standards required and will undergo regular performance reviews during the period of probationary employment. If during the probationary period an employees performance is not meeting the requirements of the position, necessary support will be provided and remedial action taken to assist the employee to meet the requirements of the position.
- 10.2.3. *Employee Induction* - Employees will undergo an induction and orientation program at the commencement of employment, during which they will be familiarised with AER, their work sites, the requirements of their position and be given a copy of the agreement.
- 10.2.4. *Termination* - During the probationary period, the employee's employment may be terminated by either the employee or AER by providing one week's written notice and the employee is required to return any company issued property in their possession.

10.3. Full Time Employment

A full time employee is an employee engaged on a regular basis with the expectation on both AER's and the employee's part of a regular, permanent on-going employment relationship.

10.4. Part Time Employment

- 10.4.1. *Less than Full Time Hours* - Part time arrangements shall be subject to the suitability of the operations and shall be any number of hours less than the full time hours as agreed between AER and the employee and outlined in the written offer of employment.
- 10.4.2. *Hours worked to be Agreed* - The arrangement of hours shall be mutually agreed between AER and the employee.
- 10.4.3. *Hours may be Varied* - AER and a part time employee may agree to vary the number of part time hours and such agreement shall be in writing.
- 10.4.4. *Minimum Hours* - The ordinary hours for part time employees shall be a minimum of 16 hours per week averaged over the roster cycle.
- 10.4.5. *Minimum Hours other than traincrew* - The ordinary hours for part time employees shall be a minimum of 15 hours twelve minutes hours per week averaged over the roster cycle.
- 10.4.6. *Overtime* - A part time employee may be required to work additional hours beyond the ordinary hours as agreed from time to time. In such cases, the employee shall be paid overtime in accordance with clause 32.
- 10.4.7. *Pro Rata Pay and Conditions* - Employees shall receive, on a pro rata basis, equivalent pay and conditions to those of full time employees in the same position. Refer to clause 29.6 for part time pay arrangements.

10.4.8. *Part Time Offers* - Where AER is proposing to introduce a part time arrangement it shall consider, where practicable, offering the part time arrangement to existing employees before seeking external appointments.

10.5. **Fixed Term Employment**

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

10.5.2. *No Ongoing Obligation* - There is no obligation upon AER to offer ongoing employment beyond the term contained in the offer of employment. A further fixed term may be offered continuous with the previous term without changing the temporary nature of the employment arrangement. Any such further term shall be detailed in a written offer.

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

10.5.4. *Termination during Employment Period* - Other than in cases of serious misconduct, justifying summary dismissal, AER may terminate the employment of a fixed term employee at any time during the term of employment by giving notice of one week or payment in lieu of notice for each day short of the one week.

10.5.5. *Termination Payments* - Upon termination, a fixed term employee shall be entitled to the payment of any accrued annual leave entitlements.

10.6. **Casual Employment**

10.6.1. *Requirements for Casual Labour* - An employee may be engaged on a casual basis to satisfy short term or irregular labour requirements that cannot be reasonably accommodated in a part time / fixed term arrangement.

10.6.2. *How engaged – by the Hour* - Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between AER and the employee.

10.6.3. *No Ongoing Employment Guarantee* - Subject to clauses 10.6.7 and 10.6.8, there shall be no obligation upon AER to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.

10.6.4. *Notice Period* - AER or the employee may terminate the casual employment arrangement by providing one hours notice, however, either AER or the employee may provide a greater period of notice.

10.6.5. *Hourly Rate and Loading* - Casual employees shall be paid at the hourly rate equivalent to the full time classification they are engaged in plus a loading of 23% in lieu of any forms of paid leave and public holidays not worked.

10.6.6. *Overtime and Penalties* - Payment of overtime, penalties and allowances shall be in accordance with the respective provisions applicable to the classification the casual employee is engaged in.

10.6.7. *Full Time Conversion Process* - A casual employee who has been engaged for a period of six months on a regular and systematic basis consistent with that of a full time or part time employee may apply to have their employment converted to full time or part time employment as the case may be.

- 10.6.8. *Conversion not Unreasonably Declined* - AER shall not unreasonably decline any application made to convert from casual employment and where such an application is declined the employee shall be provided with written advice together with reasons for the decision.

11. TERMINATION OF EMPLOYMENT

Unless otherwise provided for in clause 10 or clause 12, termination of employment shall be in accordance with the following provisions:

11.1. Termination by AER

- 11.1.1. *Four Weeks Notice* - Termination of an employee's contract of employment may occur by AER giving the employee four weeks' notice, or payment in lieu of notice for each day short of the four weeks. Notice of termination to be in writing.
- 11.1.2. *One Additional week* - In addition to this notice, employees over 45 years of age at the time of the giving of the notice and with not less than two years continuous service, are entitled to an additional week's notice.
- 11.1.3. *Summary Dismissal* - Nothing in this agreement affects AER's rights to dismiss an employee at any time without notice for conduct that would justify summary dismissal. If an employee is dismissed on this basis, the employee will be entitled to be paid for work only up to the time of dismissal.

11.2. Termination by the Employee

- 11.2.1. *Four Weeks Notice* - An employee may resign from employment by giving four weeks' notice in writing.
- 11.2.2. *When Notice not Given* - In the event that the employee fails to give the prescribed notice, any pay due to the employee may be forfeited to the extent that the written notice given falls short of the required notice.
- 11.2.3. *When Notice may be Reduced* - Where agreed, between AER and the employee a shorter period of notice may be given without forfeiture of pay.

11.3. Abandonment of Employment

- 11.3.1. *After Seven Calendar days* - The absence of an employee from work for a continuous period exceeding seven calendar days without the consent of AER shall be prima facie evidence that the employee has abandoned their employment.
- 11.3.2. *Contact with Employee* - AER will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include AER writing to the employee at the employee's last known address informing the employee that the absence may result in the employee's services being terminated.
- 11.3.3. *After Further Period of Five Days* - If within a further period of five days the employee has not established, to the satisfaction of AER, that they were absent for a reasonable cause they shall be deemed to have abandoned their employment and, at AER's discretion, their employment may be terminated.
- 11.3.4. *Termination Date* - Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted whichever is the later.
- 11.4. **Return of Property** - Upon termination of employment becoming effective, the employee must return all property belonging to AER, which is held by or under the control of the employee.

12. REDUNDANCY

12.1. **When a Redundancy Occurs** - Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

12.2. **Entitlements** - Employees who have their employment terminated due to redundancy shall be entitled to:

12.2.1. *Notice per year of Service* - two weeks notice, in lieu of any other period of notice required under this agreement, for each completed year of service, or ordinary pay in lieu, up to a maximum of 12 weeks; and

12.2.2. *Severance per year of Service* - severance pay of three weeks ordinary pay for each completed year of service.

“*Service*” - for the purposes of this clause, means continuous service with AER, and for former WAGRC employees, all previous continuous service with the Western Australian public sector less one year’s service for each four weeks transfer payment received on termination of employment with WAGRC.

To avoid any uncertainty, AER service and WA public sector service shall be treated as separate and discrete periods. That is, only completed years of continuous service with each employer shall be recognised and part years of service with either employer will not be aggregated.

12.2.3. “*Ordinary Pay*” - for the purpose of this clause, means the employee’s ordinary rate of pay plus an average of weekend payments, applying to ordinary hours as provided for in clause 30, calculated over the 12 months up to the date of redundancy.

12.3. **Redundancy Options** - Where positions covered by this agreement are made redundant, AER may apply the following options in managing such redundancies and these options shall be applied in the following order:

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

12.3.2. *Expressions of Interest* - Examining opportunities for voluntary redundancies by calling for expressions of interest, however, AER shall be under no obligation to accept all or any particular expression of interest.

12.3.3. *Involuntary Redundancy Process* - Apply involuntary redundancies where it is satisfied that other alternatives have been exhausted or are inappropriate to the particular circumstances of the redundancies. Where multiple involuntary redundancies in the one classification at the one location are proposed employees shall be selected based on AER’s need for skills, competencies, qualifications and experience at the time.

12.4. **Alternative Employment** - Where AER is successful in providing an employee suitable equivalent alternative employment, unless otherwise agreed, AER will not be obliged to pay the employee the notice and severance payments prescribed by this clause.

12.5. **When Transmission of Business occurs** - In the event of a transmission of business, and

- the employee is offered a position with the new employer, and
- that offer of employment preserves the employee’s existing terms and conditions, including recognition of service,

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

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

13. TRANSMISSION OF BUSINESS

- 13.1. **Parties Bound** - This agreement will bind a successor, assignee or transferee of AER's business in accordance with the Act.
- 13.2. **Transmitted Employee's Entitlements** - Where a business is transmitted from AER to another employer ("the transferee") and an employee, who at the time of such transmission was an employee of AER and pursuant to the terms of an offer of employment from the transferee becomes an employee of the transferee at the time of the transmission, then;
- 13.2.1. the continuity of employment of the employee is deemed not to have been broken by reason of such transmission; and
- 13.2.2. the period of employment which the employee had with AER is deemed to be service of the employee with the transferee; and
- 13.2.3. for the purposes of redundancy for former WAGRC employees, service as defined at clause 6, shall continue to be recognised by the transferee.
- 13.2.4. In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

14. TRANSFER

14.1. Permanent Transfers – AER Initiated

Where AER requires an employee to transfer permanently from one depot to another this represents a major change to the employee's employment conditions and AER will consult with the employee and/or their nominated representative.

In considering the transfer AER will give appropriate consideration to the employee's needs and circumstances which includes the employee's family responsibilities, and domestic commitments as well as AER's organisational requirements.

Where it is proposed that the employee's position will be abolished permanently at the employee's home depot the issue shall be dealt with in accordance with clause 12 (Redundancy).

Where a depot closure or depot rationalisation occurs, an employee will have, in accepting the transfer the option to return to their previous home depot where a vacancy exists. In returning to their previous home depot in these circumstances it will be at the employee's own cost.

If the employee's position is still required at that depot and the parties cannot agree on the manner in which the permanent transfer is to occur, then the issue shall be dealt with in accordance with clause 53 (Resolving Differences).

14.2. Permanent Transfer AER to AWR

AER may offer employees the opportunity to transfer their employment to Australia Western Railroad Pty Ltd (AWR).

Permanent transfers between company entities will be on the following basis:

- AER may offer a permanent transfer to employees either individually or collectively;
- An employee must consent to the permanent transfer in order for it to be effective;
- By giving consent to a permanent transfer, the employee will cease to be an employee of AER and will become an employee of AWR and the employment terms and conditions of AWR will apply;
- Information regarding the employment terms and conditions of AWR will be provided at the time the offer of permanent transfer is made;
- The continuity of employment will be deemed not to have been broken by the transfer and the period of employment with AER will be deemed to be service with AWR and entitlements such as leave will transfer to AWR;
- The transfer will not be treated as a termination of employment and AER will not be required to make redundancy or any other termination payments; and
- Relocation assistance will be provided in accordance with clause 14.5 of the agreement.

14.3. Expressions of Interest

Where operational requirements or opportunities for transfers to fill permanent or temporary vacancies at a location arise excluding those circumstances covered in clauses 14.4, 14.6 and 14.8 (Transfer to Selected Locations – Waiting List, Permanent transfer – Employee initiated, Cross Transfer), AER will seek volunteers by calling for expressions of interest from employees wishing to be considered for transfer.

14.4. Transfer to Selected Locations – Waiting List

Employees with more than 3 years continuous service at their appointed home regional inland depot can nominate to transfer to coastal and/or metropolitan depots. Employees can register their interest to be placed on the Selected Locations Waiting List and transfer to their selection when an opportunity exists to that location.

14.5. Relocation Assistance

In relation to clauses 14.1, 14.4 and 14.9 (i.e. Permanent Transfer – AER Initiated, Transfer to Selected Locations, and Term Transfer) where an employee is transferred under those circumstances and the transfer necessitates a change of the employee's residence, the employee will be provided with relocation assistance. This assistance includes reasonable costs incurred for meals, accommodation, travel, removalist expenses, a relocation allowance for the employee and dependants, as well as financial assistance with the sale and purchase of the employee's existing and new residence.

14.6. Permanent transfer – Employee initiated

Employees may make application to transfer from one location to another irrespective of whether a vacancy exists or not. In considering the request for transfer, AER will give appropriate consideration to the organisation's requirements as well as any relevant issues raised by the employee to support their request.

Where an employee is granted their request to transfer it will be at the employee's own expense and in their own time. AER will provide the employee with a day to pack and a day to unpack in transferring to the new location where the transfer is considered to be of benefit to the organisation. Any working time lost to transfer can be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.

14.7. Loss of Appointed Location Protection in certain circumstances

Having regard to clauses 14.4, 14.1, 14.6 and 14.8 (Transfer to Selected Locations, Permanent Transfer – AER and Employee Initiated and Cross Transfer) where an employee is transferred under those circumstances the employee will lose, if applicable, the appointed location protection.

14.8. Cross Transfer between AER locations

Employees may make application to cross transfer between AER locations. In considering the request for transfer, AER will give appropriate consideration to the organisation's requirements as well as any relevant issues raised by the employees to support their request.

Where employees are granted their request to cross transfer, it will be at their own expense and in their own time. Any working time lost to a cross transfer can be debited either against the employees accrued annual or long service leave or be treated as leave without pay.

14.9. Term Transfer

Employees may be transferred under a Term Transfer arrangement. This occurs when an employee agrees to transfer to another AER location to meet AER's requirements for a fixed term of greater than six weeks and up to two years.

An employee agreeing to transfer under these terms shall:

- be guaranteed a return to their original home depot (or other agreed location), within their classification, at the end of the agreed term;
- not lose their appointed location protection, where applicable; and
- Be provided with any other agreed additional necessary support.

14.10. Temporary Transfer

An employee can be required to transfer temporarily to another depot for a period of up to six weeks.

The process for temporary transfers involves:

- In the first instance calling for volunteers through expressions of interest.
- All volunteers will equitably share in the requirement to work on temporary transfer
- Where there are no volunteers, or insufficient volunteers, then all employees will equitably share in the requirement to work away from their home depot.
- On occasions due to an employee's specific personal needs, the employee may not be able to temporarily transfer and as such shall be placed at the bottom of the temporary transfer list.
- A minimum of ten days notice shall be provided unless a shorter period of notice is agreed to by the employee.
- AER will provide the employee with appropriate accommodation, as provided for in appendix 2 (Accommodation) and the appropriate expenses shall be paid from the time the employee signs on at their home depot to the time the employee signs off at their home depot at the end of the transfer period as per clause 36.3.4 (expenses clause).
- The time taken to travel to the temporary transfer location shall be deemed working time for the roster period in which it occurs.
- AER shall provide transport to the temporary location where the employee indicates an inability to use their own transport
- The employee shall be compensated for use of their own vehicle to transport themselves to the temporary location. in accordance with clause 36.6
- Expenses shall be paid for the entirety of the transfer arrangement inclusive of days off and approved leave except where the employee clears approved paid leave over 4 days.

15. PROMOTION

- 15.1. **Positions Promoted** - Appointment to specific positions nominated in Appendix 1 as covered by this agreement is by promotion, using the merit based selection process described in clause 10.1.5.
- 15.2. **Employees given First Opportunity** - AER will give existing permanent full time and part time employees the first opportunity for promotion to these positions when they become vacant.

16. DISCIPLINARY MATTERS

- 16.1. **Disciplinary Measures** - Subject to the following provisions of this clause, the disciplinary measures that AER may take against an employee include:
- 16.1.1. *Caution or Reprimand* - A caution or reprimand;
- 16.1.2. *Temporary Reduction* - Subject to availability of suitable positions, a temporary reduction in position, classification and pay for a period of up to six months;
- 16.1.3. *Suspension Without Pay* - Suspension from duty without pay (subsequent to the results of an appropriate investigation) for a period of up to two weeks; and
- 16.1.4. *Dismissal* - Dismissal, with or without notice as applicable.
- 16.1.5. *Disciplinary Measure discounted* - Where the employee is found to have committed an offence that results in a disciplinary measure being applied as outlined in sub clauses 16.1.1 and 16.1.2 and, AER in applying the appropriate disciplinary measure will, for those sub clauses only:
- take into account any rostered hours the employee has lost when withdrawn from the operating roster for that cycle and lessen the disciplinary measure applied by the rostered hours lost for that cycle.
- 16.2. **Actions Pending Disciplinary Outcomes** - Pending the outcome of the disciplinary process employees may be:
- 16.2.1. Withdrawn from the operating roster on guaranteed hours. Where the employee is subsequently exonerated, the employee will be paid for the rostered hours for that cycle if not worked; or
- 16.2.2. Placed on alternative duties; or
- 16.2.3. Re-assessed and returned to normal duties as suitable.
- 16.3. **Discipline Processes** - Any internal investigation of a matter or incident by AER that may lead to disciplinary action being taken by AER must apply the principles of natural justice. These principles include:
- 16.3.1. The employee being made fully aware of the reasons and the matters that are the subject of an investigation;
- 16.3.2. The employee being provided with relevant information to enable the provision of an informed response;
- 16.3.3. The employee being entitled to have a representative of their choice present as a witness, and to provide support and guidance where necessary at any meetings / interviews, if so requested;
- 16.3.4. The employee being given adequate time to prepare a response to any allegations or matters which are the subject of the investigation;

- 16.3.5. The employee being given a reasonable opportunity to put their case to those in charge of the investigation and those who will make any findings and / or determine the disciplinary measures (if any) to be taken;
- 16.3.6. Disciplinary inquiries and investigations shall be confidential.

17. RAIL SAFETY WORK REQUIREMENTS

- 17.1. **Qualifications and Standards held and met** - The parties recognise that employees engaged in Rail Safety Work are required to be accredited and must obtain relevant qualifications and satisfy medical standards to operate on the rail network.
- 17.2. **National Standards** - It will be the intention of AER to adopt a National approach to future changes in legislation that will impact on employee working conditions and the parties will work collaboratively to adopt those National Standards.
- 17.3. **Legislative Impacts** - Some of the known legislative impacts on the employment conditions including but not limited to;
- Maritime Security Identification Card (MSIC)
 - National Health Standards
 - National Rail Safety Standards
 - Train Drivers Licence (Proposed)
 - Occupational Health & Safety (OH&S)
- 17.4. **Loss of Permit, Licence or Qualification – Employee Options –**
- 17.4.1. The parties agree that in the event an employee loses their Permit, licence or qualification and is unable to carry out his/her normal duties as a result of the above impacts, the following will apply:
- take unpaid leave, and / or
 - clear accrued paid leave; and/or,
 - undertake suitable alternative employment, if available, which may result in a reduction in position, classification and pay,
- until the employee can successfully regain the necessary accreditation, licence or qualification.
- 17.4.2. *Health Failure Circumstances* - However, in 'health failure' circumstances where the employee accepts alternative employment that results in a reduction in the employee's ordinary rate of pay, the employee shall have their substantive ordinary rate of pay maintained for a period of twelve months.
- 17.5. **Loss of Permit, Licence or Qualification - AER options** - In circumstances where the loss of the Permit, licence or qualification is:
- permanent; or
 - likely to extend beyond six months,
- or where
- there are no suitable positions to which the employee can be temporarily placed;

AER and the employee shall discuss alternative arrangements but this will not limit AER's right to terminate the employee's services in accordance with the provisions of this agreement as described in clause 11.

18. HEALTH ASSESSMENTS

- 18.1. **National Standards** - In line with the National Standards for Rail Safety Critical workers an employee is required to undertake a Health Assessment to determine whether the employee is either:
- Fit for Duty;
 - Fit for Duty subject to Review;
 - Fit for Duty subject to Job Modification;
 - Temporarily Unfit for Duty Subject to Review; or
 - Permanently Unfit for Duty.
- 18.2. **AER to pay Cost** - AER will pay cost of the health assessment up to the "Determination", including the assessment itself, rostered time to attend and incidental travel associated with it.
- 18.3. **Other Obligations** - The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation."
- 18.4. **Liability for Additional Costs** - If further tests are required following the Determination, AER will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
- 18.5. **Review of Determination**
- 18.5.1. *Referral Justification* - In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or their nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- 18.5.2. *Where Referral Not Justified* - Where the referral is not justified by the Chief Medical Officer, AER will:
- reimburse the employee for the medical costs incurred as a result of the referral; and
 - re-credit any paid leave that has been used as a result of being unable to perform their duties as a result of the referral.

19. STAND DOWN

- 19.1. **Reason for Stand Down** - AER may stand down an employee without pay for any period during which the employee cannot be usefully employed due to any cause outside of AER's control including industrial action.
- 19.2. **Consultation** - As soon as practicable and prior to any definite decision to stand down employees employed under this agreement AER shall consult with the relevant employees and/or their nominated representatives about the reasons for the stand downs and the expected duration. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact of the stand down on employees.

- 19.3. **Written Notice of Stand Down** - Each employee to be stood down shall be provided with written notice at least one day in advance of the stand down commencing for that employee and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The notice shall also include advice of that employee's right to seek alternative employment during the stand down period or to terminate their employment without the provision of notice as usually required under the terms of clause 11.
- 19.4. **Payment During Stand Down** - Employees stood down may elect to have a stand down period treated as paid annual or long service leave where there is an adequate accrued entitlement to such paid leave.
- 19.5. **Leave Accrual during Stand Down** - Any period for which an employee is not paid under the provisions of clause 19.1 will count as service for the accrual of leave to which the employee would otherwise be entitled under this agreement, provided that:
- the employee resumes work as required at the end of the stand down period; or
 - if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer then at the end of that notice period.
- 19.6. **Payment for Public Holiday** - An employee stood down is entitled to payment for any public holiday occurring during the period of stand down.

20. INFORMATION ACQUIRED AND INTELLECTUAL PROPERTY

- 20.1. **Express Authorisation required** - Except where expressly authorised by AER, employees shall not directly or indirectly reveal to any third party any confidential dealings, finances, transactions or affairs of AER, or any of its clients, which may come to the knowledge of the employees during their employment.
- 20.2. **Documents etc Remain Property of AER** - All documents or information in permanent (including electronic) form, made or acquired by the employees in the course of their employment, shall remain the property of AER and must be returned to AER on demand or otherwise no later than upon termination of their employment.
- 20.3. **Inventions etc to Remain Property of AER** - Any invention, discovery, improvement, design, drawing or other material ("intellectual property") developed or produced by an employee, in the course of their employment with AER will remain the property of AER.

PART 3 - WORKING ARRANGEMENTS

21. WORKING HOURS

- 21.1. **Ordinary Hours – Train Crew** - The ordinary hours of work shall be an average of 40 hours per week comprising 38 hours and two reasonable additional hours averaged over the roster cycle. Shifts will be arranged, at AER's discretion, over the roster cycle. Ordinary shifts and additional shifts may be worked over any of the 24 hours of the day and any day of the week, Sunday to Saturday inclusive.
- 21.2. **Ordinary Hours – Other Than Train Crew** - The ordinary hours of work shall be an average of 38 hours per week averaged over the roster cycle. Shifts will be arranged, at AER's discretion, over the roster cycle. Ordinary shifts and additional shifts may be worked over any of the 24 hours of the day and any day of the week, Sunday to Saturday inclusive.
- 21.3. **Roster Cycle Length** - The length of the roster cycle shall usually be two weeks in duration but may be increased to a maximum of 4 weeks in accordance with the following:
- 21.3.1. *Changes to Roster Cycle* - Increases in the roster cycle length shall be subject to AER's approval based on the suitability of the proposed cycle length to the operations of the depot; and
- 21.3.2. *Change Process* - The implementation of a change to the roster cycle length, following AER's approval in principle, shall then be subject to majority support by the employees working on that roster.
- 21.4. **Change of shift workings** - Employees, other than train crew, may be required to change from day work or shift work to day work as changed operational circumstances require and subject to reasonable consultation and a minimum of seven days notice, employees shall not unreasonably refuse such a requirement.

22. SHIFT LENGTHS

22.1. Rostered Train Working Shift Lengths

Rostered train working shift lengths are dependent on the particular train crew configuration as follows:

Train Crew Configuration	Maximum Shift Length from sign on to sign off
Two qualified Locomotive Drivers with full route knowledge	12 hours
Two qualified Locomotive Drivers where only one driver has full route knowledge; or Locomotive Driver and Assistant Locomotive Driver	11 hours
Locomotive Driver and Advanced Trainee	9 hours
Driver Only Operations	8.45 hours

Note: A Trainee Locomotive Driver can only be rostered as a third person up to a maximum of 9 hours.

22.2. **Hours Beyond Rostered Shift length** - Subject to the further provisions contained in this agreement, employees may be required to work reasonable hours beyond the rostered shift length, up to the maximum shift length.

22.3. **Learning Roads - Shift Lengths**

Shift lengths for train crew learning roads may be in the following configurations:

Configuration	Maximum Shift Length
As a third person on a driver / driver train or under the "Buddy System" where both drivers know at least half the route to be worked and learnt -	12 hours
As a second person working with a driver with knowledge of the road:	9 hours

22.4. **Short Shifts – Train Crew** - Shifts between four hours and less than eight hours shall not be used for normal rostered work (except for driver Only Operations) but may be used in circumstances including; travel, meetings, training, medical including blood test for medical, drug & alcohol tests or other similar appointments, call outs, incident investigations or overtime shifts.

22.5. **Short Shifts – Other Than Train Crew** - Shifts between four hours and less than 7.6 hours shall not be used for normal rostered work but may be used in circumstances including; travel, meetings, training, medical including blood test for medical, drug & alcohol tests or other similar appointments, call outs, incident investigations or overtime shifts.

22.6. **Minimum Shift Lengths – Train Crew** - The minimum shift length for normal rostered shifts for full time employees on Driver Only Operations shall be 6 hours and for all other employees shall be 8 hours.

22.7. **Minimum Shift Lengths – Other Than Train Crew** - The minimum shift length for normal rostered shifts for full time employees shall be 7.6 hours.

22.8. **Call outs other than train crew Minimum Payment** - Call outs may be less than four hours, however, a minimum payment of four hours shall apply for call outs and will be paid at 1.7 times the ordinary rate of pay.

22.9. **Extension of Rostered Hours**

Employees may be required to work reasonable hours beyond the rostered hours. The working of these hours in these circumstances shall be subject to the employee's indication of their fitness to continue.

23. MAXIMUM NUMBER OF SHIFTS

23.1. **Ordinary shifts** - The maximum number of ordinary shifts shall be an average of five shifts per week averaged over the roster cycle.

23.2. **Additional shifts** - The maximum number of additional shifts shall be one shift per fortnight over the roster cycle.

23.3. **Mandatory break** - Subject to the additional requirements of clause 23.4, an employee is to be provided with a mandatory break of either:

- 30 hours from 0001 to 0600 hours; or,
- 36 hours from sign off,

after the employee has worked 11 consecutive shifts of any duration or four consecutive shifts of 11 hours or more.

- 23.4. **Shifts in excess of 11 hours** - An employee shall not be required to work more than six shifts in excess of 11 hours in any 14 day period.
- 23.5. For the purpose of this clause, “**consecutive shifts**” are shifts where the break between shifts is less than either 30 hours from 0001 to 0600 hours or 36 hours from sign off and the counting of shifts shall not be limited to any particular week, fortnight, roster cycle of other defined period.

24. REST PERIODS

- 24.1. **Train Crew Minimum Rest Period** - Train Crew are entitled to minimum rostered rest periods between shifts as follows:

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

- 24.2. **After 12 hour shift** - A rest period of at least 12 hours shall be provided following any shift exceeding 12 hours.
- 24.3. **Return Earlier than Minimum Rest Period** - Subject to satisfying fatigue management requirements train crew may be asked to resume work for their next rostered shift up to one hour earlier than the minimum rostered rest period where circumstances require and the employee agrees to do so.
- 24.4. **Calculation** - For the purpose of calculating the rest periods for employees returning to their home depot, time off between shifts in accordance with this clause shall be calculated from the time the employee signs off duty.
- 24.5. **Rest Periods - Other than Train Crew**
- 24.5.1. Rail Operations employees, other than train crew, are entitled to a minimum rostered rest periods between shifts of 12 hours at the employees home location.
- 24.5.2. *Call Out during Rest Period* - Rail Operations employees, other than train crew, may be called out to attend to an emergency in accordance with clause 4.2 of Appendix 3 without having had the minimum rostered rest periods.
- Where an employee has attended a callout, without having the minimum rostered rest period, the employee shall be entitled to a minimum rest period of 10 hours before being required to commence their next period of work; and
 - the employee will not lose ordinary pay and will not be required to work additional time as a result of being provided the above rest period, resulting from a call out.
- 24.6. **Rest period Calculation** - For the purpose of the provision of time off between shifts in accordance with clauses 23.3 and 24.3 the period off duty shall be calculated from the time the employee is released from duty and the released from duty time shall include any time the employee is driving or travelling in a company vehicle at the end of a period of work.

25. ROSTERED REST AWAY FROM HOME DEPOT

General Principles - General Principles to be applied when an employee is required to work away from their home depot as part of the home depot roster. That is when the employee is not temporarily transferred to another location.

- 25.1. Employees may be required to rest at locations away from their home location as part of the rostered working of their home location.

- 25.2. **Arrival at rest Location** - For the purpose of calculating the rest periods for employees returning to their home depot, time off between shifts in accordance with this clause the period off duty shall be calculated from the time the employee arrives at the approved rest location.
- 25.3. **Rest Once between shifts** - Employees shall only be required to rest once between shifts before being returned to their home location.
- 25.4. **Accommodation and Expenses** - Employees shall be provided suitable accommodation and expenses in accordance with clause 36.3.3 when required to rest away from home.
- 25.5. **Held Away from Home payment** - Employees shall be paid a held away from home payment in accordance with clause 35.1 if booked off for more than 12 hours.
- 25.6. **Maximum time span away** - Under this form of working a maximum span of 40 hours from sign on to sign off at the employee's home location shall apply. The parties may agree to increase the span on a service by service basis due to specific operational issues.
- 25.7. Rosters incorporating "rostered rest away from home" working shall incorporate a return to the employee's home location that optimises crew utilisation and considers crew dwell time away from their home. This may include:
- 25.7.1. Observing a first in first out rostered train working return;
- 25.7.2. The parties agreeing to reduce the rest period to eight hours on a service by service basis having consideration for fatigue management requirements and the needs of the employees.
- 25.7.3. Facilitating crews returning to their home location by driving a car, either at the end of the train working or after the required rest period depending on shift length limits; or
- 25.7.4. Being transported as a passenger back to the employee's home location. Under this circumstance the employee may remain on duty for up to 16 hours from sign on but is not permitted to undertake work, including car driving, after the applicable maximum shift length and the minimum rest period shall commence from sign off at the home location.

26. MEAL BREAKS

Subject to the following, employees are paid for meal breaks taken during their shifts:

- 26.1. **Two Driver rotation** - On line haul/main line work, where both drivers are fully qualified meals will be consumed en route by rotation of drivers.
- 26.2. **Other Train crew configurations** - Other train crew configurations shall be provided with a 25 minute meal break between the third and fifth hours as arranged between the employee/s and Train Control Officer.
- 26.3. **Specific Train crew shifts** - All trip, local and shunt trains shall have a paid break of not less than 25 minutes built into the roster / shift.
- 26.4. **Other than train crew** - The timing of defined paid meal breaks shall be agreed between the employee(s) and supervisor (as applicable) so as to cause the least disruption to the operations. In the event of there being no agreement the timing of the breaks shall be follows:
- The first break of 30 minutes shall be taken no later than the fifth hour of the shift; and
 - For shifts in excess of ten hours, the second break of fifteen minutes shall be taken no later than five hours after the first meal break.

27. ROSTERING CODE AND FATIGUE MANAGEMENT

- 27.1. **Rostering Principles** - Rosters shall be arranged in accordance with fatigue management principles and in the case of train crew, APPENDIX 3 – TRAIN CREW ROSTERING CODE shall also be observed. It is a term of this agreement that the Rostering Principles may be varied during the operation of this agreement through the consultative processes and subsequent agreement with the affected employees.
- 27.2. **Fatigue Management Principles** - Fatigue management is an evolving area and AER may, through consultation, examine and implement further fatigue management principles, strategies and processes. Issues that may be considered for further examination include:
- The opportunity for quality and quantity of sleep particularly addressing the “time of day” effect and the nature of the work being undertaken;
 - Considering the application of the provisions of this agreement when compiling rosters in particular, issues such as the number of consecutive shifts (particularly night shifts), shift lengths and rest periods between shifts;
 - Consideration of the needs of employees in balancing the competing requirements of their work and family, domestic and social responsibilities.

28. GENERAL WORKING ARRANGEMENTS

28.1. Notice required if Unable to Attend Work

- 28.1.1. *Minimum 3 hours notice* - If an employee is unable to attend work as required the employee will advise the employee’s supervisor, or another authorised person, within a minimum of 3 hours to permit alternative arrangements to be made.
- 28.1.2. *Expected Duration and Return to work to be advised* - The employee shall also advise of the expected duration of the absence and will continue to advise where there are any changes to the expected return to work.
- 28.1.3. *Where Minimum Notice Not provided* - In circumstances where the minimum notice is not provided each matter will be considered on a case by case basis.

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

28.3. **Mutual Exchange of Shifts** - Subject to operational requirements, fatigue management principles, prior consent by their supervisor and the arrangement being cost neutral to AER, employees may mutually exchange shifts.

28.4. Guaranteed Hours

- 28.4.1. **Train Crew** - Unless otherwise provided for in this agreement, AER shall guarantee employees an average of 40 hours work, or equivalent pay, averaged over the roster cycle.
- 28.4.2. **Other Than Train Crew** - Unless otherwise provided for in this agreement, AER shall guarantee employees an average of 38 hours work, or equivalent pay, averaged over the roster cycle.

- 28.4.3. **Train Crew** - If an employee's rostered ordinary hours are less than the average of 40 hours per week averaged over the roster cycle the employee may be required to work further hours, in that roster cycle, necessary to achieve the guaranteed hours for that roster cycle. The application of this provision does not permit the further hours to be worked on a Rostered Day Off or in conflict with the shift maximums provided for elsewhere in this clause.
- 28.4.4. **Other Than Train Crew** - If an employee's rostered ordinary hours are less than the average of 38 hours per week averaged over the roster cycle the employee may be required to work further hours, in that roster cycle, necessary to achieve the guaranteed hours for that roster cycle. The application of this provision does not permit the further hours to be worked on a Rostered Day Off or in conflict with the shift maximums provided for elsewhere in this clause.
- 28.4.5. Subject to clause 28.4.2, if an employee fails or declines to work further hours as required to make up the guaranteed hours, the employee's guaranteed hours, for that roster cycle, shall be reduced to the extent of the hours short of the guaranteed hours that the employee fails or declines to work.
- 28.4.6. The clearance of any paid leave shall not result in a reduction of the guaranteed hours, however, if an employee is absent from work without authorisation the employee will be paid for the hours actually worked in that pay period and AER will not be required to pay the guaranteed hours.
- 28.4.7. Unless otherwise provided for in this agreement only actual working time shall be used for the purpose of satisfying the guaranteed payment. Overtime, the 70% weekend payment and the held away from home payment shall not be used as part of satisfying the guaranteed payment.
- 28.4.8. Employees shall be paid for the full rostered shift where an employee remains available for work but is released from duty early at AER's discretion.

PART 4 - REMUNERATION AND OTHER PAYMENTS

29. RATES OF PAY

29.1. The new rates of pay are shown below:

Classification	Current Rate per Annum (includes administrative increase of 2% applied from 1/1/07) \$	New Rate per Annum 4% increase from Date of Lodgment \$	New Rate per Hour from Date of Lodgment \$	Rate per Annum - 4% increase from 1/1/09 \$	Rate per Annum - 4% increase from 1/1/10 \$
Non Shift Workers					
Operational Maintainer – Level 1		40,913	20.64	42,550	44,252
Operational Maintainer – Level 2		43,251	21.82	44,981	46,780
Operational Maintainer – Level 3		46,110	23.26	47,954	49,873
Operational Maintainer – Level 4		48,056	24.24	49,978	51,977
Operational Maintainer – Level 5		50,106	25.28	52,110	54,195
Operational Maintainer – Level 6		52,148	26.31	54,234	56,403
Team Leader – Level 10		58,306	29.41	60,638	63,064
Team Leader – Level 12		62,195	31.37	64,683	67,270
Shift Workers					
Operational Maintainer – Level 1	-	41,155	20.76	42,801	44,513
Operational Maintainer – Level 2	-	43,507	21.95	45,247	47,057
Operational Maintainer – Level 3	-	46,383	23.40	48,238	50,168
Operational Maintainer – Level 4	-	48,341	24.39	50,275	52,286
Operational Maintainer – Level 5	-	50,403	25.43	52,419	54,516
Operational Maintainer – Level 6	-	52,456	26.46	54,554	56,736
Team Leader – Level 10	-	58,651	29.59	60,997	63,437
Team Leader – Level 12	-	62,562	31.56	65,064	67,667
Trainee Locomotive Driver – Level 2	44,926	46,723	22.39	48,592	50,536
Adv Trainee Locomotive Driver – Level 5	53,270	55,401	26.55	57,617	59,922
Assistant Locomotive Driver	57,762	60,072	28.79	62,475	64,974
Locomotive Driver – Level 8	64,180	66,747	31.99	69,417	72,194
Driver Trainer	-	73,422	35.19	76,359	79,413
Driver Coordinator	79,313	82,486	39.53	85,785	89,216

29.2. Inclusive Rates for Train crew Classifications only

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

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

- Leave loading – 1.9%.
- 40 hour week conversion - comprising of 38 ordinary hours and an equivalent of two hours overtime per week.

- Shift work – calculated at \$2.85 per hour for the hours between 1800 to 0600 hours Sunday to Saturday inclusive and based on an annualised average of 20 hours per week per employee.
- Tonnage & Distance allowances – 11.3% of the Locomotive Driver's base rate. This component does not relate to high tonnage coal haulage. Should AER secure any high tonnage coal haulage contracts (particularly in the Hunter Valley, NSW) this component will be reviewed for employees who undertake that work.
- 5% for Driver only operations.

29.2.2. *Annualised Rate Driver Coordinator* - The Driver Coordinator rate of pay is an annualised rate inclusive of the components referred to in clause 29.2.1 except for the shift work and tonnage/distance components for which 50% of the above components have been included, plus:

- An average of four hours overtime per fortnight in lieu of overtime required for the reasonable performance of their duties, unless otherwise provided for at clause 33; and
- A component for the requirement to periodically undertake work and deal with calls outside the ordinary hours including on weekends and public holidays, unless otherwise provided for at clauses 30 and 49.

29.3. **Leave Loading – Other than Train crew**

29.3.1. In lieu of leave loading being paid at the time of taking annual leave, employees other than train crew shall, be paid the following additional component which is included in their rate of pay as provided for at clause 29.1:

- Employees who accrue annual leave at 4 weeks per year - 1.3% for non shift workers.
- Employees who accrue annual leave at 5 weeks per year - 1.9% for shift workers.

29.3.2. This component shall be changed at the same time as an employee's leave accrual rate changes if an employee moves to or from an entitlement to additional leave in accordance with clause 40.1.

29.4. **Team Leader Rail Operations Total Roster Aggregate**

29.4.1. *Working Fixed Roster* - Team Leaders in Rail Operations who work a fixed roster over any of the seven days of the week and 24 hours of the day shall, as part of an aggregated salary, have Saturday/ Sunday payments, Shift Work, Rostered Additional Hours and Public Holiday payments aggregated and paid on an annualised salary basis:

29.4.2. *Annualised Components* - The roster aggregate shall be made up of the following annualised components:

- Shift Work calculated under the same mechanism as clause 31.1;
- Saturday / Sunday payments calculated under a similar system to the Annualised Shift Work Payment but at Step 5 apply 0.7 of the hourly rate;
- Rostered Additional Hours calculated under a similar system to the Annualised Shift Work Payment but at Step 5 apply 1.7 of the hourly rate;
- Public Holiday Buy Out at the rate of 3.85% of the clause 29.1 rate per annum.

29.4.3. *Calculated from Master Roster* - The roster aggregate is calculated from the master roster.

29.4.4. *Roster Changes affect Aggregate Amount* - In the event that the master roster is permanently altered, which will result in a variation to the roster aggregate by a factor of plus or minus 5% or more, AER will vary the aggregated amount to take account of the roster changes.

29.4.5. *Notice of any Change* - AER shall give a minimum of two weeks notice in any case where the aggregated amount will decrease.

29.5. **Agreement Increases**

The rates of pay referred to at clause 29.1 will be increased as follows:

29.5.1. 4% on 1st January, 2009

29.5.2. 4% on 1st January 2010

29.6. **Part Time rate** - A part time employee's hourly rate of pay shall be calculated as 1/80th of the fortnightly salary applicable to the full time classification they are engaged in.

29.7. **Casual Rate** - A casual employee will be paid for each hour worked at the rate of 1/80th of the fortnightly salary applicable to the full time classification they are engaged in plus 23% percent casual loading.

30. **SATURDAY & SUNDAY (WEEKEND) PAYMENT**

30.1. **Weekend rate for ordinary Hours** - Employees, other than Driver Coordinators or Team Leaders, who work on Saturday or Sunday as part of their ordinary hours shall be paid an additional payment of 0.7 times the employee's ordinary rate of pay for all ordinary time worked on those days.

30.2. **Driver Coordinator Weekend rate** - A Driver Coordinator who works an ordinary hours shift on Saturday or Sunday as part of a train crew shall be paid an additional payment of 0.7 times the employee's ordinary rate of pay for all ordinary time worked on those days.

30.3. **Team Leaders** - This clause shall not apply to Team Leaders in receipt of a roster aggregate in accordance with clause 29.4.

30.4. **Overtime on Weekends** - Employees who work on Saturday or Sunday which are not part of their ordinary hours shall be paid overtime in accordance with clause 33.

31. **SHIFT WORK PAYMENTS**

Two Methods of Payment - Employees who do not have a shift work component incorporated into their rate of pay as provided for at clause 29.2 or clause 29.4 and are required to work shift work as part of their ordinary hours shall be paid in accordance with one of the following methods:

31.1. **Annualised Shift Work Payment**

31.1.1. *Systemically Rostered Shift Work* - Employees who have all or part of their ordinary hours systematically rostered between 1800 hours and 0600 hours will be paid an annualised shift work payment to compensate for this requirement.

31.1.2. *All Purposes* - The annualised shiftwork payment shall be paid for all purposes including the clearance of paid leave.

31.1.3. *Annualised Shift Work Calculation* - The annualised shift work payment shall be calculated from the master roster in accordance with the following steps:

Step 1 - the rostered ordinary hours between 1800 and 0600 hours on each day of the week are totalled;

Step 2 - the Step 1 result is divided by the number of working slots on the roster;

Step 3 - the Step 2 result is divided by the number of weeks in the roster cycle to arrive at the average shift work hours per working slot per week;

Step 4 - the Step 3 result is annualised by apply the Annualising Factor of 88%;

Step 5 - the Step 4 result is multiplied by the Shift Work per hour rate as provided for at clause 31.2 to arrive at the amount per employee per week.

- The per week amount at Step 5 is multiplied by 2 to arrive at the fortnightly amount or multiplied by 313 and divided by 12 to arrive at the annual amount.
- In the event that the master roster is permanently altered, which results in a variation to the Step 1 shift work hours total by a factor of plus or minus 5% or more, AER will vary the payment to take account of the roster changes.
- AER shall provide a minimum of two weeks notice in any case where the payment will decrease.

31.2. Occasional Shift Work Allowance Payment

Administrative Note: Rates effective from 01/01/09

31.2.1. *Hourly Allowance* - An employee who is not in receipt of an Annualised Shift Work Payment, as provided for above and is required to carry out shift work, an allowance of **\$3.64** per hour will be paid for all ordinary hours worked between 1800 and 0600 hours.

Any part of an hour worked less than 30 minutes will not be paid and any part of an hour between 30 and 59 minutes will be paid as an hour.

31.2.2. *Allowance Increases* - The shift work rate shall increase by the same percentage and at the same time as the agreement increases provided for at clause 29.5.

32. ADDITIONAL RESPONSIBILITIES

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

33. ADDITIONAL HOURS (OVERTIME) PAYMENTS

33.1. **Overtime Rate** - Employees, other than Driver Coordinators or Team Leaders, shall be paid for additional hours at the overtime rate of 1.7 times the ordinary rate.

33.2. **Excess of Ordinary Hours for roster cycle** - All time worked in excess of the ordinary hours for the roster cycle will be paid at the overtime rate.

33.3. **Excess of Rostered hours for shift** - Except where a shift swap arrangement has been agreed to, all time worked in excess of the rostered hours for the shift will be paid on a 'stand alone' basis at the overtime rate.

33.4. **Team Leaders Overtime Rate** - Team Leaders in receipt of a roster aggregate in accordance with clause 29.4 shall be paid for non aggregated additional hours at the overtime rate of 1.5 times the ordinary rate of pay.

33.5. **Train Crew RDO** - All time worked by Train Crew on a designated Rostered Day Off will be paid on a 'stand alone' basis at the overtime rate.

- 33.6. **Driver Coordinator additional hours** - A Driver Coordinator required to work unrostered additional hours as part of a train crew shall, subject to the manager's approval, be paid for the hours at the rate of 1.5 times their ordinary rate.
- 33.7. **Additional Hours only paid once** - Additional hours payments made under this agreement shall be paid only once for any of those additional hours worked.

34. WORK BASED ALLOWANCES & PAYMENTS

34.1. Driver Only Operations Allowance

- 34.1.1. *DOO Allowance* - Where an employee undertakes driver only operations (DOO) the employee shall be paid an allowance of 16% of the Locomotive Driver's rate of pay. (The 16% shall be calculated from the hourly rate applicable to the combination of the rate of pay provided for at clause 29.1).
- 34.1.2. *Paid for Full Shift* - An employee, who is rostered and actually works a DOO shift, will be paid the DOO Allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating locomotive/s or is provided assistance from another qualified person as part of the requirements for that shift.
- 34.1.3. *Part Shift Paid when not Rostered* - An employee not rostered for a DOO shift but is then required to undertake DOO activities during that shift will be paid the DOO allowance for a minimum of 4 hours and where in excess of 4 hours payment for the full shift will occur.

34.2. Remote Control Shunting

- 34.2.1. The parties acknowledge that at the present time there does not appear a requirement for remote control shunting within the area covered by this agreement. However should circumstances change the following conditions will apply for remote control shunting:

Remote Control Shunting is a form of technology that allows the operation of a locomotive from a location remote from the locomotive without a Locomotive Driver in the locomotive cab.

It has been identified that there are potential opportunities for the introduction of this technology within the company's operations and the company will implement remote control shunting operations where required.

- 34.2.2. *Consultation* - Employees affected by this process will be consulted with on the most appropriate method of implementation including any procedural, safety and, competency issues.
- 34.2.3. *Remote Control Allowance* - Where an employee undertakes remote control shunting (RCS) duties, the employee shall be paid an allowance of 19% of the Locomotive Driver's rate of pay. (The 19% shall be calculated from the hourly rate applicable to the combination of the rate of pay provided for at clause 29.1).
- 34.2.4. *Paid for Full Shift* - An employee, who is rostered and actually works a RCS shift, will be paid the RCS allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating remote control locomotive/s.
- 34.2.5. *Part Shift Paid when not Rostered* An employee not rostered for a RCS shift but is then required to undertake RCS activities during that shift will be paid the RCS allowance for each hour or part thereof actually engaged on RCS activities.

35. HELD AWAY FROM HOME PAYMENT

- 35.1. **Payment in excess of 12 hours** - An employee required to rest away from the employee's home location, for other than a temporary transfer, for more than 12 hours will be paid a held away from home payment. The payment shall be for all hours in excess of 12 hours up to signing on again and shall be paid at the employee's ordinary rate of pay.
- 35.2. **Stand Alone payment** - Time paid in accordance with the provisions of this clause shall stand alone and will not count towards working time.

36. EXPENSES

- 36.1. Expenses incurred by an employee while on AER's business will be paid in accordance with the following provisions and AER's policy concerning expenses. Employees shall only be paid expenses when a cost is actually incurred and, except for payments made under the Rostered Rest Away From Home Allowance at clause 36.3.3, employees may be required to provide evidence of satisfaction of those costs incurred.
- 36.2. Where accommodation is provided by AER, consultation with the employee(s) shall occur prior to the accommodation being utilised. Any issues concerning the standard of accommodation provided by AER shall be reviewed by the parties and where there is no agreement on the accommodation provided the matter shall be progressed through the Resolving Differences process outlined at clause 53.

36.3. **Away from home and meal expenses**

An employee required to temporarily reside away from home shall be paid by either the reimbursement of reasonable costs incurred (per clause 36.3.1) or the payment of the prescribed away from home allowance in accordance with clause 36.3.2 or 36.3.3 or 36.3.4 as applicable.

An employee required to work away from home, for other than Rostered Rest, will be consulted and informed of the payment method to apply as part of finalising the arrangements prior to the employee going away.

36.3.1. *Reimbursement Method*

- Where reimbursement is to apply AER will reimburse the employee for all reasonable accommodation, meals and incidental costs incurred on the provision of valid tax invoices for the expenses incurred.
- Where an employee is unable to meet the costs of accommodation and/or meals the employee will be paid an advance equivalent to the estimated cost of accommodation and or meals, but not less than that prescribed for at clause 36.3.2 below, and subsequently adjusted on the provision of valid tax invoices for the expenses incurred.

36.3.2. *Away from Home Allowance Method*

Administrative Note: Rates effective from 12/07/09

Where an employee utilises hotel/motel type accommodation, under the prescribed allowance method, the employee shall be paid away from home allowances in accordance with the following table:

<u>NSW Locations</u>	<u>Accomm. Rate per day \$</u>	<u>Food & Drink</u>			<u>Incidentals \$</u>	<u>Total \$</u>
		<u>B'fast</u> 22.30	<u>Lunch</u> 25.00	<u>Dinner</u> 43.00		
Sydney metro area	183.00	90.30			16.50	289.80
		<u>B'fast</u> 19.95	<u>Lunch</u> 22.80	<u>Dinner</u> 39.30		
NSW Country centres	92.00	82.05			16.50	190.55

- The away from home allowance, or the relevant component(s), shall not be paid where accommodation and/or meals are paid for by AER or included as part of the cost of travel (eg. plane travel), training course or conference.
- Payment of an allowance for incidental expenses will only be made to an employee in conjunction with an overnight stay. Incidental expenses are extra costs incurred because the employee is away from home for work purposes and do not include personal expenses, which would normally be incurred by the employee in the course of the employee's working day.
- The away from home allowance rates for New South Wales or any other states are in accordance with the "Reasonable Daily Travel Allowance amounts" as declared by the Australian Taxation Office (ATO). These amounts, including changes to the specified high cost country centres, shall be adjusted each year from the first pay period following publication by the ATO (usually early July each year).

36.3.3. *Rostered Rest Away From Home Allowance*

Administrative Note: Rates effective from 12/07/09

- Where an employee is required to rest at a location other than the employee's home location, in accommodation provided by the employer, as part of the rostered work of the employee's home (or temporary home) location, the employee will be paid an allowance of **\$27.70** for each 8 hours or part there-of.
- The allowance is calculated from the time of signing on at the home location to the time of signing off at the home location.
- This rate is one third of the Temporary Transfer rate prescribed at 36.3.4 and shall be adjusted to the nearest 5 cents at the same time as the Temporary Transfer rate is adjusted.

36.3.4. *Temporary Transfer*

Administrative Note: Rates effective from 12/07/09

- In circumstances where AER provides an employee, because of the irregular timing of the employee's shift, with self-contained accommodation that has cooking facilities an allowance of **\$ 83.10** per day (0001 to 2400 hours) will be paid to cover food and incidental expenses incurred.
- Where an employee is away for part of a day at the start or end of the temporary transfer, the allowance will be calculated in accordance with the following times:

When going to the away location and signing on at the home depot between:		When returning to the home depot and signing off at the home depot between:	
0001 hours and 0800 hours	\$83.10	0001 hours and 0800 hours	\$27.70
0801 hours and 1600 hours	\$55.40	0801 hours and 1600 hours	\$55.40
1601 hours and 2400 hours	\$27.70	1601 hours and 2400 hours	\$83.10

- The Temporary Transfer rate shall be adjusted by the annual change in the National Meals and Take Away Food component of the Consumer Price Index (CPI) as published for the March quarter and be effective from the commencement of the first pay period on or after July 1 each year. **(Annual increase for March quarter was 5.6%)**

36.4. Meal Allowance – unplanned extension of shift

Where an employee works an unplanned extension of their rostered shift that results in total hours worked for the shift exceeding 11 hours, the employee will be paid a meal allowance of \$22.60.

36.5. Meal Expenses not involving an overnight stay

Subject to approval by AER, reasonable costs incurred by an employee for meals while on AER business that does not involve an overnight stay will be reimbursed (up to the maximum value for the relevant meal as provided for at clause 36.3.2) on the provision of valid tax invoices for the expenses incurred.

36.6. Use of Private Motor Vehicles

Administrative Note: Rates effective from 12/07/09

36.6.1. *Allowance per kilometre* - Where AER approves and employees agree to use their own vehicles to transport themselves to and from their temporary work location as outlined in clause 14.10 (temp transfer) they are entitled to claim a cents-per-kilometre rate for the distance travelled. The cents-per-kilometre rate will be paid in accordance with the rates provided by the Australian Taxation Office.

36.6.2. *Use of motor vehicle to be approved by AER* - Managers approving the use of a private motor vehicle as outlined in clause (0 above) by an employee must ensure that the employee’s motor vehicle is road worthy, licensed and appropriately insured.

Engine capacity	Cents per kilometre
1600 cc or less	63 cents
1601 cc -2600 cc	74 cents
2601 cc and over	75 cents

36.6.3. *ATO rates* - The cents per kilometres rates are in accordance with the “*Claiming a deduction for car expenses using cents per kilometres method*” as declared by the Australian Taxation Office (ATO). These amounts, shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

36.7. Other Expenses

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

37. PAYMENT OF REMUNERATION AND DEDUCTIONS

- 37.1. **Salaries Paid Fortnightly** - Employees' salaries shall be paid in fortnightly instalments on a day determined by AER and advised to the employees.
- 37.2. **Paid into Nominated Accounts** - All remuneration shall be paid into accounts, with a bank, building society or credit union, as nominated by the employee.
- 37.3. **Calculation of Fortnightly/Hourly Rate – Train Crew** - The calculation of an employee's fortnightly rate is the per annum rate multiplied by 12 and divided by 313 and the hourly rate is the fortnightly rate divided by 80.
- 37.4. **Calculation of Fortnightly/Hourly Rate – Other Than Train Crew** - The calculation of an employee's fortnightly rate is the per annum rate multiplied by 12 and divided by 313 and the hourly rate is the fortnightly rate divided by 76.

38. SALARY PACKAGING

- 38.1. **Employee to Arrange with AER** - An employee may, by arrangement with AER, enter into a salary packaging arrangement in accordance with Australian Taxation Office requirements and other relevant legislation.
- 38.2. **Employee to bear any Costs and Associated Compliance** - An employee entering into a salary packaging arrangement is accountable for compliance with their personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.
- 38.3. **AER not liable** - AER will not be liable for any costs should the law or the views on salary packaging change in the future.

39. SUPERANNUATION

- 39.1. **AER to make Fortnightly Contributions** - AER will make superannuation contributions on the employee's behalf on a fortnightly basis, as provided by the Superannuation Guarantee (Administration) Act 1992, as varied from time to time, into a regulated complying Superannuation Fund of the employee's choice.
- 39.2. **New Employees to select Complying Fund** - In the case of a new employee superannuation, fortnightly contributions will commence once a complying fund has been selected.
- 39.3. **Salary Sacrifice into Superannuation Fund** - An employee may enter into an agreement with the employer to salary sacrifice into a complying superannuation fund. The employee must specify a fixed amount to be salary sacrificed.
- 39.4. **Paid Leave or Workers Compensation** - An employee who is absent on paid leave or in receipt of Workers Compensation makeup payments will continue to have their superannuation contributions forwarded to their selected complying fund/s in these circumstances.

PART 5 - LEAVE

40. ANNUAL LEAVE

40.1. Entitlement

40.1.1. *Non Shift Workers* - Full time employee's shall be entitled to 4 weeks paid leave per year.

40.1.2. *Shift Workers* - Where an employee's ordinary hours of work are systematically rostered throughout the 24 hours of the day and / or the 7 days of the week they will be entitled to an additional 1 week's paid leave per year.

40.2. **How leave accrued** - Leave will accrue weekly on a pro rate basis, at either the 4 weeks per year or 5 weeks per year rate based on the arrangement of the employees working hours.

40.3. **Part Time** - Part time employees will accrue annual leave on a pro rata basis.

40.4. **Paid at Ordinary rate** - Annual leave shall be paid at the employee's ordinary rate of pay.

40.5. **Part leave taken** - Leave may be taken in more than one part as agreed between AER and the employee.

40.6. **Accrual Maximums** - An employee may, subject to mutual agreement, accrue leave up to a maximum of 6 weeks in the case of employees entitled to 4 weeks per year and 8 weeks in the case of employees who accrue leave at 5 weeks per year. AER and an employee may also enter into an agreed leave plan that allows leave to accrue beyond the limits provided for in this clause.

40.7. **Public Holiday during Annual Leave** - Where a public holiday falls within a period of annual leave the day shall be paid as a public holiday and not as annual leave. The only exception to this rule is where an employee has a 'Public Holiday Buy Out' component in their rate of pay as provided for at clause 29.4 (Team Leaders Rail Operations), in which case a public holiday falling during an employee's annual leave shall be deemed to be part of the annual leave.

40.8. **Annual Leave Debit – Train Crew** - For the purpose of debiting annual leave, a day's annual leave shall be 8 hours and a week's annual leave shall be 40 hours (pro rata for part time workers).

40.9. **Annual Leave Debit – Other Than Train Crew** - For the purpose of debiting annual leave, a day's annual leave shall be 7.6 hours and a week's annual leave shall be 38 hours (pro rata for part time workers).

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

40.11. **Leave Rosters** - Each year before June 30, AER shall post a leave roster at each work location showing the planned dates for clearance of annual leave by employees. Leave rosters shall be compiled with due consideration of employee requests and the equitable sharing of leave during particular seasons and periods of demand. The application process will include the employee nominating specific times the leave is requested, which will then be considered by AER.

41. LONG SERVICE LEAVE

- 41.1. **Entitlement** - Subject to the provisions of clause 54.1 employees will receive thirteen weeks long service leave after ten years of continuous service. For each year of additional service above ten years, long service leave will accrue at the rate of 1.3 weeks (6.5 working days) of leave per year of service thereafter.
- 41.2. **How LSL Taken** - Long service leave shall be taken in one period, unless otherwise agreed between AER and the employee.
- 41.3. **Payment** - Long service leave shall be paid at the employee's ordinary rate of pay.
- 41.4. **Payment of Public Holiday** - Where a public holiday falls within a period of long service leave the day shall be paid as a public holiday and not as long service leave.
- 41.5. **Continuous Service** - For the purpose of this clause, "continuous service" includes any period during which the employee is absent on paid leave or workers compensation but does not include any period exceeding two continuous weeks during which the employee is absent on leave without pay including parental leave, or any period for which an employee has received a payment in lieu of the accrual of long service leave.
- 41.6. **Pro Rata Entitlement at Termination** - An employee will be entitled to pro rata long service leave under the following circumstances:
- 41.6.1. Where AER terminates the employee's services for reasons of redundancy or ill health where the employee is certified permanently unfit to perform the duties of their appointed position; or,
- 41.6.2. Upon termination of employment, for reasons other than serious misconduct, where the employee has completed seven years continuous service.

42. PERSONAL LEAVE

- 42.1. **Principle** - Personal leave is for the purpose of providing income for full and part time employees unable to attend work through, injury, illness or an unexpected emergency to themselves or a member(s) of their immediate family/ household where an entitlement exists to such personal leave.
- 42.2. **Entitlement – Train Crew** - Personal leave comprises sick leave and carer's leave and employees are entitled to paid personal leave of up to 96 hours for each completed year of service and it may be taken by an employee as follows:
- 42.3. **Entitlement – Other Than Train Crew** - Personal leave comprises sick leave and carer's leave and employees are entitled to paid personal leave of up to 91.2 hours for each completed year of service and it may be taken by an employee as follows:
- 42.3.1. paid sick leave may be taken because of the employee's personal illness or injury, or,
- 42.3.2. Train Crew - paid carer's leave of up to 96 hours (pro rata for part time employees) in any 12 month period where the employee needs to provide care or support to a member of their immediate family or a member of the employee's household due to the personal illness, injury of or an unexpected emergency affecting the member.
- 42.3.3. Other Than Train Crew - paid carer's leave of up to 91.2 hours (pro rata for part time employees) in any 12 month period where the employee needs to provide care or support to a member of their immediate family or a member of the employee's household due to the personal illness, injury of or an unexpected emergency affecting the member.

- 42.4. **Part Time Pro Rata** - Part time employees are entitled to paid personal leave on a pro rata basis.
- 42.5. **Definition 'immediate family or household'** - For the purpose of this clause the following are members of an employee's immediate family or household:
- a spouse/ partner, same sex partner, a de facto spouse/ partner/ same sex partner of the employee, child, parent, grandparent, grandchild, sibling or other close family member of the employee;
 - a child, parent, grandparent, grandchild or sibling of the employee's spouse;
 - any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with an employee as a member of the employee's household.
- 42.6. **Notice to take leave** - The granting of paid or unpaid personal leave is subject to the employee complying with the notice provisions of clause 28.1.
- 42.7. **Payment** - Personal leave will be paid at the employee's ordinary rate of pay.
- 42.8. **Accrual** - Unused personal leave will accrue from year to year.
- 42.9. **Maximum Hours Debited – Train Crew** - Paid personal leave will be debited in accordance with the rostered hours lost as a result of the leave up to a maximum of 8 hours for each shift for which the employee is absent and the debited leave shall count towards the fortnightly (or roster cycle) hours.
- 42.10. **Maximum Hours Debited – Other Than Train Crew** - Paid personal leave will be debited in accordance with the rostered hours lost as a result of the leave up to a maximum of 7.6 hours for each shift for which the employee is absent and the debited leave shall count towards the fortnightly (or roster cycle) hours.
- 42.11. **Access to Personal Leave during Annual or Long Service Leave** - Personal leave will not be paid to an employee clearing annual or long service leave.
- However, if an employee is sick or injured during a period of annual leave or long service leave for seven consecutive days, and produces at the time, or as soon as practicable thereafter, evidence to the organisation's satisfaction that the employee was confined to his/her place of residence or hospital, then approval shall be given to grant personal leave for the period.
- This approval will be for the period during which the employee was confined to his/her place of residence or hospital.
- After approval AER will reinstate annual or long service leave equivalent to the period of confinement.
- 42.12. **Workers Compensation** - An employee shall not be entitled to be paid for any absence during any period for which the employee is entitled to worker's compensation.
- 42.13. **Termination** - No payment will be made in respect of unused personal leave on termination of employment.
- 42.14. **Provision of Evidence**
- 42.14.1. *Certificate or Statutory Declaration* - Employees shall provide evidence (certificate from a medical professional, statutory declaration) to AER's satisfaction for absences of personal leave.
- 42.14.2. *Consecutive Days without Evidence* - The maximum number of consecutive days of personal leave that an employee may clear without having to provide satisfactory evidence on any particular occasion shall be two days.

42.14.3. *Specific Evidence may be Required* - However, where required an employee may be requested to provide evidence to AER's satisfaction that any absence on personal leave was due:

- to: the employee's personal illness or injury; or,
- the employee needing to provide care or support to a member of their immediate family; or,
- the employee needing to provide care or support to a member of the employee's household due to the personal illness, injury of or an unexpected emergency affecting the member.

42.14.4. *AER Health Assessment Outcome* - An employee shall not be required to provide satisfactory evidence of absence on personal leave in respect of any period where the employee undergoes a company health assessment which indicates the employee is unfit for duty.

42.15. **Medically Unfit - Cessation of Employment**

42.15.1. Where an employee is absent on personal leave (paid or unpaid) for a period of six months or more, and the company has a good and sufficient reason to believe that the employee will be unable to return to work, or is unable to undertake the duties of the position due to being medically unfit, the employer at its cost, may direct the employee to undertake a health assessment by a designated health physician/professional to determine the employee's fitness for work

42.15.2. Where it is determined that the employee is medically unfit for duty and unable to return to their substantive position or suitable alternative employment now or in the foreseeable future, cessation of employment is progressed. In such cases, employees can clear their accumulated Personal leave entitlement before the cessation of employment takes effect. This provision does not apply to employee on worker's compensation.

43. **UNPAID PERSONAL OR CARER'S LEAVE**

43.1. **Entitlement to Unpaid Carers Leave** – In the event an employee's entitlement to paid carer's leave is exhausted, or where an employee has no entitlement to paid carer's leave an employee will be entitled to up to two days unpaid carer's leave for each occasion a member of the employee's immediate family or a member of the employee's household requires care and support because of:

- a personal illness, or injury, of the member; or
- an unexpected emergency affecting the member.

43.2. **Evidence** - AER may request the employee to provide evidence to AER's satisfaction in order to approve the carer's leave in accordance with this clause.

43.3. **Guaranteed Hours Adjusted** - Where an employee is granted unpaid personal leave, the employee's guaranteed hours for the relevant period will be reduced by the extent of the rostered hours lost as a result of the unpaid personal leave.

43.4. **Annual Leave in Lieu** - Where an employee has no accrued personal leave, then annual leave may be granted to cover the absence.

44. COMPASSIONATE LEAVE

- 44.1. **Entitlement** - Employees may be paid up to three days compassionate leave per occasion;
- 44.1.1. for the purpose of spending time with a member of the employee's immediate family or household who:
- has or develops a personal illness that poses a serious threat to his or her life; or,
 - sustains a personal injury that poses a serious threat to his or her life; or
- 44.1.2. after the death of a member of the employee's immediate family or a member of the employee's household.
- 44.2. **Application considered on its merit** - Each application for compassionate leave shall be considered on its merits, taking into account the relationship of the employee with the deceased, the amount of time required away from work, why the time off is required (eg to attend a funeral / memorial service, to handle funeral arrangements), whether extensive travel is involved (interstate or overseas) and any other extenuating circumstances that may exist.
- 44.3. **Payment** - Compassionate leave shall be paid at the employee's ordinary rate of pay.
- 44.4. **Hours to be paid** - An employee absent on compassionate leave will be paid for the rostered hours lost by the employee as a result of the absence.

45. TRAUMA LEAVE

- 45.1. Where employees are in charge of a train that is involved in a serious accident or incident or during the course of their work witness a serious accident or incident that results in a serious injury or fatality to another employee or other parties the company shall ensure that the employees are replaced as soon as possible by other suitably qualified employees.
- 45.2. In these circumstances employees will be provided with transport to their home or their home base location, as so elected by the employee and where the incident involves a fatality, employees will be provided with up to three days paid leave to receive psychological counselling from a qualified practitioner.
- 45.3. Trauma leave is a separate entitlement to any other leave.

46. PARENTAL LEAVE

- 46.1. **Principle of Entitlement** - Permanent full time and part time employees are entitled to parental leave in respect of the birth of a child to the employee or employee's spouse or the adoption of a child, under the age of five years, by the employee.
- 46.2. **Entitlement Parameters** - The entitlement to parental leave is subject to:
- the employee completing at least 12 months continuous service prior to the expected date of birth or placement of a child; and
 - the employee providing at least 10 weeks written notice of intention to take the leave.
- 46.3. **Entitlement – Maternity and Paternity Leave**
- 46.3.1. *Principle of Entitlement* - Permanent full time and part time employees are entitled to parental leave in respect of the birth of a child to the employee or employee's spouse or the adoption of a child, under the age of five years, by the employee.

46.3.2. *Entitlement Parameters* - The entitlement to parental leave is subject to:

- the employee completing at least 12 months continuous service prior to the expected date of birth or placement of a child; and
- the employee providing at least 10 weeks written notice of intention to take the leave.

46.3.3. *Entitlement – Maternity and Paternity Leave*

46.3.3.1. *Maternity Leave*

A maximum of 52 weeks leave of which the first 12 weeks for female employees shall be paid maternity leave and the balance of the leave to be either debited to other accrued leave entitlements or leave without pay.

46.3.3.2. *Paternity Leave - Non Primary Care Giver*

A maximum of 52 weeks leave, of which one week shall be paid paternity leave (for the non primary care giver), and the balance of the leave to be either debited to other accrued leave entitlements or leave without pay.

An employee is not entitled to paternity leave at the same time as their spouse except for one week's paid paternity leave which can be taken by the employee who is not the primary care giver within four weeks following the birth of the child.

This granting of paternity leave is subject to the employee:

- taking the paternity leave to become the primary care giver of the child.
- providing particulars of any period of maternity leave taken by the employee's spouse.

46.3.3.3. *Paternity Leave - Primary Care Giver*

Where an employee's spouse is unable to be the primary care giver upon the birth of a child due to injury, illness or death of the spouse the employee is entitled to 12 weeks paid paternity leave to be the primary care giver. The leave is to be taken by the employee within four weeks following the birth of the child and is subject to:

- The employee providing the employer with satisfactory evidence from a medical professional (ie. medical doctor, consulting physician, obstetrician) confirming the employee's spouse is medically unfit and therefore unable to be the primary care giver upon the birth of the child.
- Provision of appropriate evidence concerning the death of an employee's spouse.

46.4. **Entitlement - Adoption Leave**

A maximum of 52 weeks leave, of which one week shall be paid adoption leave (for the non primary care giver), and the balance of the leave to be either debited to other accrued leave entitlements or leave without pay.

This granting of adoption leave is subject to the employee:

- taking the adoption leave to become the primary care giver of the child.
- providing particulars of any period of adoption leave taken by the employee's spouse.

46.5. **Variation of Parental Leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

46.6. Transfer to a Safe Job

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

46.7. Returning to Work After a Period of Maternity Leave

The conditions set out in section 280(5) of the Workplace Relations Act 1996 will apply to employees returning to work after a period of maternity leave. Where the position no longer exists and there is no suitable alternative position available clause 12 (Redundancy) of this agreement will apply.

46.8. Communication During Parental Leave

46.8.1. *Employer to Contact Employee* - Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, AER shall take reasonable steps to:

- make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and,
- provide for an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave

46.8.2. *Employee to Contact Employer* - The employee shall take reasonable steps to inform AER about;

- any significant matter that will affect the employee's decision regarding the duration of the parental leave to be taken,
- whether the employee intends to return to work and,
- whether the employee intends to request to return to work on a part-time basis.

The employee shall also notify AER of changes of address or other contact details which might affect AER's capacity to comply with clause 46.8.1.

47. LAW COURT ATTENDANCE

47.1. Jury Service

47.1.1. *Jury Service Payment* - An employee who attends court for jury service will be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding overtime) for all time lost.

47.1.2. *Crown Law Certificate of Attendance* - An employee is not to claim the fee paid by the court for jury service and must, on return to work, submit a Crown Law Department certificate of attendance and an "Employer Application Form For Reimbursement Of Wages Paid To Employees" to allow AER to claim reimbursement of wages from the Crown Law Department.

47.1.3. *Attendance in Own Time* - An employee will not be paid by AER when the employee attends Jury Service in their own time, eg annual leave, long service leave, non working day. However, where this occurs the employee may receive fees as prescribed and paid by the court.

47.2. Other Court Attendance

- 47.2.1. *Attend in Working Time* - An employee who attends court on behalf of the company should be rostered to attend in working time.
- 47.2.2. *Payment* – Payment is to be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding overtime).
- 47.2.3. *Reasonable Expenses* - The employee is also to be reimbursed any reasonable expenses associated with attending court.
- 47.2.4. *Other Reasons as Leave Without Pay* - Attendance at a court by an employee, for reasons other than jury services or on behalf of the company, should be supported by a Crown Law Department certificate of attendance and will be treated as leave without pay.

48. DEFENCE FORCE RESERVES AND EMERGENCY SERVICES

- 48.1. **Defence Force Reserves** - An employee shall be provided with leave for training with the Defence Force Reserves in accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*.
- 48.2. **Emergency Services** - An employee who is a voluntary member of a civil emergency group eg State Emergency Service or the Bush Fire Service, may be granted paid leave to attend an emergency call out subject to:
- the operational requirements of the organisation; and
 - AER receiving and approving a request from the organisation involved.

49. PUBLIC HOLIDAYS

- 49.1. **Public Holidays** - The following days shall be deemed as public holidays:

New Year's Day	Easter Monday
Australia Day	Anzac Day
Labour Day	Celebration Day (Birthday of the Sovereign)
Good Friday	Christmas Day
Easter Saturday (Shift Workers only)	Boxing Day (except in South Australia, where Proclamation Day will apply)

- 49.2. **Additional Public Holiday** - In addition to the public holidays prescribed above, an employee is entitled to one other day prescribed by the relevant state or territory.
- 49.3. **Public Holidays on Weekends** –
- 49.3.1. For shift workers, any public holiday, other than Easter Saturday, which falls on a Saturday or on a Sunday, the public holiday will not be observed on the Saturday or Sunday but will be observed on the following Monday.
- 49.3.2. When Boxing Day falls on a Sunday or Monday, the public holiday will not be observed on the Sunday or Monday but will be observed on the following Tuesday.
- 49.4. **Public Holiday is a Calendar Day** - The public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.

49.5. Payment

- 49.5.1. *No Public Holiday Buyout Component – Train Crew* - Where an employee works on a public holiday, the employee will be paid 8 hours pay at the ordinary rate of pay and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.
- 49.5.2. *No Public Holiday Buyout Component – Other Than Train Crew* - Where an employee, other than an employee who has a Public Holiday Buyout component in their rate of pay, works on a public holiday, the employee will be paid 7.6 hours pay at the ordinary rate of pay and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.
- 49.5.3. *For Driver Coordinators in NSW* – Driver Coordinators have a component included in their rate of pay for occasional work and dealing with calls on public holidays. However, if a Driver Coordinator is required to work as part of a train crew on a public holiday the employee will be paid 1.5 times the ordinary rate of pay for the hours of that shift in addition to the public holiday payment.
- 49.5.4. *Public Holiday Buyout Component* - For an employee who has a Public Holiday Buyout component in their rate of pay, payment for working on public holidays is incorporated in the employee's rate of pay. Accordingly, an employee rostered to work on public holidays will receive no additional payment
- 49.6. **Call Out** - Where an employee is called out the employee will be paid at the overtime rate as provided for at clause 33.
- 49.7. **Part Time** - Part-time employees are entitled to public holidays provided the holidays occur on a day which the employee normally works.
- 49.8. **Casual** - A casual employee who works on a public holiday will be paid at the employee's casual rate of pay plus 1.5 times the ordinary rate for the hours worked on the day.
- 49.9. **Public Holiday not Worked – Train Crew** - Where an employee is not rostered to work on any public holiday, the employee will be paid 8 hours pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the guaranteed hours.
- 49.10. **Public Holiday not Worked – Other Than Train Crew** - Where an employee is not rostered to work on any public holiday, the employee will be paid 7.6 hours pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the guaranteed hours.
- 49.11. **Traincrew RDO** - Train Crew may have a designated **Rostered Day Off ("RDO")** on a Public Holiday, including Easter Saturday, where that **RDO** falls on the public holiday.
- In such cases the employee shall be paid eight hours pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the ordinary hours.
 - An employee who works on a RDO on a public holiday shall be paid eight hours pay at the ordinary rate of pay plus the stand alone payment provided for at clause 33.
- 49.12. **Absent Pre and Post a Public Holiday** - If an employee is absent from work without authorisation on the last rostered shift and first rostered shift after a public holiday, the employee shall not be entitled to payment for that public holiday as provided for in clause 49.9.

PART 6 - GENERAL PROVISIONS

50. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

50.1. Uniforms

- 50.1.1. Employees shall be issued with uniforms as appropriate to their work requirements. All such issues are to be worn as required by AER and maintained by the employee in a clean and serviceable condition.
- 50.1.2. Replacement uniforms will be either periodic or on a fair wear and tear basis as determined by AER.
- 50.1.3. AER shall consult with the relevant employees in accordance with the consultative mechanism in this agreement when there is a proposal to make a significant change. A significant change will be a change to the frequency, quality or quantity of uniform issues. Changes to color or supplier will not be considered a significant change.

50.2. Personal Protective Equipment

- 50.2.1. Employees shall be issued with personal protective equipment (PPE) as appropriate to their work requirements. Such personal PPE shall be for the sole use of the employee it is issued to and shall not be used by other employees.
- 50.2.2. Employees shall ensure that all such issues are worn and maintained in accordance with AER's (or applicable OS&H Act) requirements.
- 50.2.3. AER shall issue PPE on either a periodic or fair wear and tear basis as determined by AER, having regard to its OS&H obligations or any specific product requirements.
- 50.2.4. Changes proposed to PPE shall be managed through appropriate occupational safety & health processes.

PART 7 - CONSULTATION, & DISPUTE RESOLUTION

51. WORKPLACE REPRESENTATIVES

- 51.1. **Reasonable Time to Discuss Issues** - Where employee/s at the workplace have elected a workplace representative/s to represent the employee/s in employment related matters, the employer shall provide the representative/s reasonable time to discuss the matter with the employee/s and management.
- 51.2. **Facilities Available** - To facilitate the representative/s role, the employer shall make available existing facilities such as facsimile machine, telephone and photocopier.

52. CONSULTATIVE MECHANISMS

- 52.1. **Principle** - AER, its employees and their elected representatives acknowledge the value of regular and constructive communication to improve the operation of the company and work environment of the employees.
- 52.2. **Employee Involvement** - The process seeks to enhance employee input into problem solving and decision-making, including, but not limited to the involvement of employees in roster development, risk assessment, locomotive and accommodation standards.
- 52.3. **Significant Change** - The process also relates to circumstances where AER makes a decision that it intends to proceed with a significant change in its workplace arrangements. In such matters AER shall advise employees, or at the employee's request, the employee's nominated representative of the nature of the change, the reason for it, the timing of it, and any other relevant information.

For the purposes of the above subclause, "significant change" shall include, but not be limited to major changes, in the composition, operation or size of the Company's workforce, in the skills required, the hours of work or in circumstances which require the transfer of employees to other work locations.

- 52.4. **Employee Feedback** - AER shall consider the views or advice from employees or their nominated representative in relation to matters involving significant change.
- 52.5. **Two Level Consultative structure** - To support the process a two level consultative mechanism shall operate under this agreement.
- 52.5.1. First Level - The first level shall be at a local workplace level where local management and employee representatives nominated and elected by their fellow employees shall participate in regular consultative committee meetings to address any issues relevant to employees at that location.

The first level local workplace committee shall be a forum for the exchange of information, consideration of proposed changes, the development of workplace improvements and the consideration of any issues arising at the workplace.

- 52.5.2. Second Level - The second level shall involve senior management, selected employee representatives and/or nominated employee representatives as a peak consultative committee. This committee shall be a forum for the exchange of information and consideration of broader issues that affect all employees covered by this agreement. There may be a requirement from time to time to establish other peak consultative committees for specific purposes.
- 52.6. **Frequency of Meetings** - The frequency of the local workplace committee meetings shall be at least bi-monthly and the peak committee meetings shall be quarterly or more often if required to address specific issues / initiatives.

- 52.7. **Training** – AER shall provide suitable training to selected employee representatives where it is determined that they require development in consultation and communication skills.
- 52.8. **Attendance at Consultative Meetings** - Selected employee representatives will be paid as working time for attendance at Consultative Meetings.

53. RESOLVING DIFFERENCES

53.1. **General Principle** - In the event of any dispute over matters arising under this Agreement, work shall continue in accordance with the reasonable directions of the Company.

53.2. **Status Quo** - Where the parties are endeavouring to resolve the dispute in accordance with this procedure the provision of services to customers will be maintained and the status quo that prevailed immediately prior to the change that led to the dispute shall be maintained.

53.3. Steps to Resolve Differences

53.3.1. Step 1 – Initial Discussions

- Where a dispute over matters under the Agreement arises, it shall be discussed between the employee/s and their immediate Supervisor.
- This will include meeting and conferring on the matter and agreeing to a reasonable timeframe for dealing with the matter.
- This initial meeting and discussion will occur as soon as possible and shall take place no later than 24 hours after the employee/s have raised the issue with their immediate Supervisor unless otherwise agreed.
- If the matter is not resolved at this meeting or within 7 calendar days, the parties will move to step 2.

53.3.2. Step 2 – Discussions with Manager

- If the matter remains unresolved after Step 1, it shall be referred for further discussions between the employee/s and a relevant manager as required. At this stage, the employee/s has the right to involve another employee to assist, who may or may not be a Nominated Employee Representative.
- These discussions will occur as soon as possible and shall take place no later than 48 hours unless otherwise agreed after being referred from Step 1.
- Should the issue not be resolved within 7 calendar days the parties will move to step 3.

53.3.3. Step 3 – Discussions with more Senior Management

- If the matter still remains unresolved after Step 2, it shall be referred for further discussions between the employee/s and more senior Company management. The employee may involve a Nominated Employee Representative or another employee to participate in these discussions.
- These discussions will occur as soon as possible and shall take place no later than 48 hours unless otherwise agreed after being referred from Step 2.
- The parties' preference is that all issues in dispute are resolved at either steps 1, 2 or 3 and will very rarely be escalated to Step 4 or beyond. To give effect to this preference the parties agree that no issue will be escalated to Step 4 or beyond without a 48 hour "cooling off" period (excluding weekends and public holidays) being observed. Immediately after the "cooling off" period the parties will again meet to resolve the issue/s in dispute.
- In the rare and unlikely event that the issue/s in dispute remain unresolved, the parties will move to Step 4.

53.3.4. Step 4 – Mediation

- Failing agreement, the matter may be referred by either party for Mediation by an agreed mediator under Division 6 of Part 13 of the *Workplace Relations Act 1996*.

- The Mediator is only authorised to make a determination on issues pertaining to the employment relationship contained in this agreement. Where a matter has reached this stage the parties recognise the significance of such and will treat any recommendation made by the Mediator as being highly influential.
- Where agreement is not reached before the Mediator, the parties authorise that Mediator to determine the matter and agree to abide by that determination. Any mediation will be undertaken promptly on the terms agreed between the affected parties, or absent of such agreement on the default terms contained in “*Attachment A*” of this agreement.
- Prior to any binding determination being made the Mediator must first be convinced that there is no reasonable prospect of resolving the issue/s in dispute in any other way than by a binding determination.

53.4. **Selection of Mediator** - A mediator will be agreed between the parties and where agreement is not reached the default mediator will be the Australian Industrial Relations Commission.

53.5. **Rights of Nominated Employee Representative**

53.5.1. A Nominated Employee Representative will, subject to operational requirements, be permitted during working hours to represent employees in accordance with this Disputes Resolution Procedure.

53.5.2. Where a representative requested by the employee cannot be released due to operational requirements the discussions referred to in this Clause will not proceed until a representative is available. It is noted that in exceptional circumstances the employee representative may not be available. In such circumstances the employee should nominate an alternative representative so as not to unnecessarily hold up the progression of resolving the dispute.

53.5.3. A Nominated Employee Representative acting in accordance with this provision is entitled to do so without loss of their normal pay.

PART 8 - FORMER WAGRC EMPLOYEES

54. LONG SERVICE LEAVE

54.1. Former WAGRC employees shall be entitled to long service leave as follows:

54.1.1. An employee may elect to either accrue thirteen weeks long service leave for each ten years of continuous service or, in lieu of accruing long service leave, receive an additional payment of 1.87% of the employee's ordinary rate of pay and paid for all purposes.

54.1.2. Any period for which an employee receives a payment in lieu of the accrual of long service leave shall not be deemed to be service for the purpose of determining the employee's entitlement to long service leave but such period shall not break the employee's continuity of service.

55. SIGNATORIES

Signed for and on behalf of Australia Eastern Railroad Pty Ltd (“AER”):

Signature and Name of AER’s representative:
Signature Name

Title:

Signature and Name of Witness:
Signature Name

Dated:

Signed for and on behalf of the Australian Rail Tram and Bus Industry Union (“RTBU”):

Signature and Name of RTBU’s representative:
Signature Name

Title:

Signature and Name of Witness:
Signature Name

Dated:

APPENDIX 1 – CLASSIFICATIONS, INDICATIVE DUTIES and REQUIREMENTS

The Indicative Duties and requirements for the classifications detailed at clause 29.1 are as follows:-
Minimum entry level requirements for all classifications are:-

- Literacy Level 3 and Numeracy Level 2 competency standards.
- Medical, vision and hearing standards and physical mobility requirements as applicable for the role.
- Hold a valid 'C' class (national) driver's licence.

Notes:

1. The duties listed are indicative only, they may not be required to be performed by employees at all times and will vary based on requirements at specific locations and particular shifts being worked. Accordingly, in some instance all listed competencies, qualifications, courses or other requirements may not be required.
2. All employees may be required to drive light vehicles to convey themselves and others in the course of their work.
3. Automatic progression will occur from one Level to the next within the respective streams subject to the employee achieving the required competencies.
4. Where otherwise stated the position is to be filled by appointment.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS
TERMINALS AND DEPOTS STREAM		
Operational Maintainer Level 1	Undertake theoretical and practical components of Operational Maintainer training program and/or; <ul style="list-style-type: none"> • Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles & work area, • Drive motor vehicles for pick up / delivery of supplies & equipment; and/or, • Carry out other miscellaneous terminal / depot duties. 	<ul style="list-style-type: none"> • Commence instruction and work towards 8 modules in Certificate III in Transport and Distribution (Rail Operations) specific to job requirements.
Operational Maintainer Level 2	Undertake theoretical and practical components of Operational Maintainer training program, and; <ul style="list-style-type: none"> • Perform locomotive trip servicing; and/or, • Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles & maintain work area; and/or, • Drive motor vehicles for pick up / delivery of supplies & equipment; and/or, • Carry out other miscellaneous terminal / depot duties. 	<ul style="list-style-type: none"> • Must have completed 8 modules in Certificate III in Transport and Distribution (Rail Operations) specific to job requirements and at this level work towards another 3 modules. • Work towards and complete applicable safeworking.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Operational Maintainer Level 3	<p>Duties of Operational Maintainer Level 2 plus a minimum of 3 of the indicative duties listed below.</p> <ul style="list-style-type: none"> • Perform shunting under supervision. • Drive motor vehicles and road trucks for pick up / delivery of supplies & equipment; • Marshalling of trains under supervision, • Operate fixed / mobile plant and equipment in accordance with training plan requirements / qualifications • Undertake wagon fault identification, • Undertake repair and maintenance, • Assist in the operation of the terminal store, • Maintain the Water Treatment plant, • Perform Stocktake. • Assist in the operation of the wheel lathe. 	<ul style="list-style-type: none"> • Must have completed 11 modules towards Certificate III in Transport and Distribution (Rail Operations) specific to job requirements and at this level will work towards a further 7 modules.
Operational Maintainer Level 4	<p>Duties of Operational Maintainer Level 3 plus a minimum of 3 of the indicative duties listed below.</p> <ul style="list-style-type: none"> • Operations of the Store, • Shunting • Marshalling of trains, • Operate loading and unloading equipment, • Conduct inspections on Rollingstock • Conduct brake testing or brake examinations on Rollingstock, • Computer system operation as applicable to role, • Assist in the re-railing of Rollingstock, • Co-ordination of fuel & oil requirements for depot, • Direct purchasing of non stock items & services, • Administration of stock outs/customer liaisons. 	<ul style="list-style-type: none"> • Must have completed 18 modules towards Certificate III in Transport and Distribution (Rail Operations or Warehousing) specific to job requirements and at this level will work towards another 5 modules.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Operational Maintainer Level 5	<p>Duties of Operational Maintainer Level 4 plus a minimum of 2 of the indicative duties listed below.</p> <ul style="list-style-type: none"> • Undertake movement of rollingstock within maintenance depot limits • Operation of the Store. • Shunting • Marshalling of trains, • Operate loading and unloading equipment, • Conduct inspections on Rollingstock • Conduct brake testing or brake examinations on Rollingstock, • Computer system operation as applicable to role, • Assist in the re-railing of Rollingstock, • Co-ordination of fuel & oil requirements for depot, • Direct purchasing of non stock items & services, • Administration of stock outs/customer liaisons. 	<ul style="list-style-type: none"> • Must have completed Certificate III in Transport and Distribution (Rail Operations or Warehousing) specific to job requirements. • May work towards completing 2 modules in Workplace Training & Assessing to obtain Statement of Attainment as per PP12 Direct Supervision Policy. • If applicable, must have completed necessary Rollingstock Movement (RM) qualification.
Operational Maintainer Level 6	<p>Duties of Operational Maintainer Level 5 plus perform one of the following;</p> <ul style="list-style-type: none"> • Provide on the job training in accordance with the relevant training plan • Operate signal cabin if applicable. 	<p>Progression not automatic - Filled by appointment.</p> <ul style="list-style-type: none"> • Signal Cabin Certificate of Competency as applicable. • Must have completed 2 modules in Workplace Training & Assessing to obtain Statement of Attainment as per PP12 Direct Supervision Policy.
Team Leader – Level 10	<p>Undertake any of the above referred Terminals and Depots stream duties as applicable to the role plus;</p> <ul style="list-style-type: none"> • Direct and supervise day to day depot work including work scheduling and allocation, • Coordinate maintenance / servicing of locomotives / rollingstock, • Operate locomotives for restricted rollingstock movements, • Perform depot administrative functions, • Conduct incident / accident investigations, • Conduct employee training, mentoring and assessment. 	<p>Progression not automatic - Filled by appointment.</p> <ul style="list-style-type: none"> • Applicable Safeworking • Must have completed 2 modules in Workplace Training & Assessing to obtain Statement of Attainment as per PP12 Direct Supervision Policy. • If applicable, must have completed necessary Rollingstock Movement (RM) qualification.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS
Team Leader (Stores) – Level 10	<p>Undertake any of the above referred duties and Store stream duties as applicable to the role plus;</p> <ul style="list-style-type: none"> • Direct and supervise day to day store work including work scheduling and work task allocations, • Co-ordinate the effective & efficient operation of receivables & issuing of parts, • Co-ordinate minor purchases of non stocked items, • Perform depot administrative functions, • Conduct employee training, mentoring and assessment. • Co-ordinate the timely processing of items for repair. 	<p>Progression not automatic - Filled by appointment</p> <ul style="list-style-type: none"> • Must have completed 2 modules in Workplace Training & Assessing to obtain Statement of Attainment as per PP12 Direct Supervision Policy.
Team Leader – Level 12	Duties of Team Leader Level 10, as applicable to appointed location, plus coordinate terminal / yard operations.	<p>Progression not automatic - Filled by appointment.</p> <p>All items from Team Leader Level 10.</p>

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS
LOCOMOTIVE OPERATIONS STREAM		
Trainee Locomotive Driver	Undertake the theoretical and practical components of the locomotive driver training program.	Commence instruction in Certificate III in Transport and Distribution (Rail Operations).
Advanced Trainee Locomotive Driver	<ul style="list-style-type: none"> • Continue to undertake the theoretical and practical components of the locomotive driver training program. • Perform duties as a second person on the locomotive and other duties including; • Perform locomotive trip servicing, • Maintain locomotives, vehicles & work area in a clean and safe state, • Carry out shunting operations, • Carry out brake tests/train examinations, • Customer liaison as applicable to position. 	<ul style="list-style-type: none"> • Must have completed 16 modules towards Certificate III in Transport and Distribution (Rail Operations). • Qualified in applicable Safeworking. • At this level will work towards completion of Certificate III in Transport and Distribution (Rail Operations).

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Assistant Locomotive Driver	Duties from Advanced Trainee Locomotive Driver plus; <ul style="list-style-type: none"> • Operate locomotives/trains on the main line under the supervision of a Locomotive Driver, • Operate locomotives for shunting in yards and terminal, • Undertake locomotive/train preparation. 	<ul style="list-style-type: none"> • Complete Certificate III in Transport and Distribution (Rail Operations).
Locomotive Driver	Duties from Assistant Locomotive Driver plus; <ul style="list-style-type: none"> • Operate locomotives/trains and railcars, • Provide on the job supervision and mentoring. 	<ul style="list-style-type: none"> • Must have completed Certificate III in Transport and Distribution (Rail Operations). • Assessed and passed fully competent to operate locomotives/trains. • At this level will complete Certificate IV in Transport and Distribution (Rail Operations).
Driver Trainer	Perform all the duties of a Locomotive Driver plus; <ul style="list-style-type: none"> • Deliver practical on job training to all levels of locomotive drivers in accordance with the Locomotive Driver Training Plan. 	Filled by Appointment <ul style="list-style-type: none"> • Must possess applicable locomotive driver qualifications • Must have completed Certificate IV in Transport and Distribution (Rail Operations). • Must complete applicable 2 units of the Training and Assessing qualification.
Driver Coordinator	Duties of Locomotive Driver as applicable plus; <ul style="list-style-type: none"> • Supervise Locomotive Drivers and Trainees. • Coordinate utilisation of locomotives and the preparation and dispatch of trains. • Deliver practical and theoretical training programs and conduct assessments for Locomotive Drivers and Trainee Locomotive Drivers, including track tuition. • Supervise the work location and perform administrative duties as required. • Conduct incident/accident investigations. 	Filled by Appointment. <ul style="list-style-type: none"> • Must have completed Certificate IV in Transport and Distribution (Rail Operations). • Must possess applicable locomotive driver qualifications. • Must complete required units of the Training and Assessing qualification • Applicable supervisory, incident investigation, training/ skills. • Plus any additional requirements applicable to the role.

APPENDIX 2 – ACCOMMODATION MINIMUM STANDARDS

1. PRINCIPLE

Subject to subclause 4 the accommodation standards contained in this document represent the minimum standard of accommodation that will be provided to employees who are required to book off or work away from their home depot that involves a single away from home depot shift and return which may include an overnight stay and to employees on temporary transfer.

2. DEFINITIONS

Existing Barracks – Refers to current barracks used by AER.

New Barracks – Refers to any barracks that may be built in the future or any disused barracks that are returned to use by AER. Any proposal to build new barracks will have the full involvement of the parties to this agreement.

Apartment / Hotel / Motel – Refers to privately operated accommodation that is fully self contained with one bedroom and a separate lounge living area. In relation to Hotel / Motel it refers to any privately operated accommodation which in the case of Hotel / Motel is as the name implies. Apartments / Hotels / Motels must be a minimum 3 ½ star rating, where available.

3. MINIMUM STANDARDS

3.1 Existing Barracks

Application - (Applies to book offs involving a single away from home depot shift and return which may include an overnight stay; and where selected by the employee, will also apply to temporary transfers).

Location and Amenity - Barracks accommodation should be in a quiet location and the rooms in the barracks are to be as acoustically sound as possible to prevent external noise or noise from adjacent rooms.

Barracks requirements - The barracks accommodation must:

- Be within easy walking distance to the sign on point or transport must be provided
- Be regularly cleaned and serviced
- Have reverse cycle air conditioning with, where practical, individual adjustment provided for each room
- Have hot and cold running water available
- Have power points (including shaver) provided, including in the bathroom
- Have a draft excluder fitted to any external doors
- Have window shutters with blinds or drapes, with blinds (black out type) to exclude daylight fitted to all external windows in sleeping area. (Not required if design of building removes the ability of external light to reach sleeping area by other means)
- Have key security for individual rooms
- Have no less than king single size ensemble beds
- Have fitted carpet provided in areas (including internal hallways) except wet areas
- Have a wardrobe for hanging clothes
- Have a chair provided in the bedroom
- Have tables and chairs provided in dining areas
- Have a large refrigerator located in the kitchen area
- Have a TV / DVD (Colour) located in the common TV/Lounge area

- Have a mirror in each individual bedroom and bathroom
- Have communal bathroom/toilet facilities
- Have a sanitary disposal unit.
- Have clean towels (bath, hand and floor mat) and fresh linen supplied for use by employees
- Have a spare pillow & blanket available for each room/occupant
- Have a radio alarm clock provided in individual bedrooms
- Have a direct dial telephone for outgoing calls provided in a central location of the barracks away from quiet areas
- Have clothes drying facilities as well as an iron & ironing board

Kitchen Facilities - The barracks accommodation must have fully equipped cooking/kitchen facilities including:

- a stove/cooker
- griller
- microwave oven
- toaster
- tea/coffee facilities
- kettle
- crockery
- cutlery
- pots, pans and utensils
- full kitchen washing up facilities
- exhaust fans/range hoods over any cooking area.

Compliance - The barracks accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems (where applicable), Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures.

3.2 New Barracks

Additional Requirements - The same standard as “Existing Barracks” except that these would have a separate bathroom/toilet ensuite for each room and recreational facilities viz: pool table, table tennis table and associated equipment.

3.3 Apartment / Hotel / Motel

Application - (Applies to employees on temporary transfer who elect not to stay in barracks accommodation or will apply to employees on book offs involving a single away from home depot shift and return which may include an overnight stay where barracks accommodation is not available).

Location and Amenity - Apartment / Hotel / Motel accommodation must be in a quiet location and the rooms in these establishments should be as acoustically sound as possible to prevent external noise or noise from adjacent rooms.

Apartment / Hotel / Motel requirements – Apartment / Hotel / Motel type of accommodation must:

- Be within easy walking distance to the sign on point or transport must be provided
- Be regularly cleaned and serviced
- Have reverse cycle air conditioning with individual adjustment provided for each room
- Have hot and cold running water
- Have sufficient power points

- Have a draft excluder fitted to any external doors
- Have drapes and or blinds to exclude daylight
- Have key security for individual rooms
- Have no less than king single size ensemble beds
- Have fitted carpet provided in the accommodation except wet areas
- Have a wardrobe for hanging clothes
- Have a chair and table provided in the accommodation
- Have a refrigerator
- Have a colour TV
- Have a mirror in the accommodation
- Have separate bathroom/toilet facilities
- Have a sanitary disposal unit
- Provide the employee with an allocated room which is available for the duration of the stay
- Provides clean towels (bath, hand and floor mat) and fresh linen supplied for use by employees
- Provide a spare pillow & blanket available for each room/occupant
- Have a radio alarm clock
- Have a direct dial telephone for a reasonable number of outgoing calls
- Have clothes drying facilities as well as an iron & ironing board
- Have cooking/kitchen facilities including microwave oven, toaster, tea/coffee facilities, crockery and cutlery (*It should also be noted that hotel / motel accommodation generally does not provide specific cooking/ kitchen facilities*).

Compliance - In addition the accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems if applicable, Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures.

4. AUDIT AND IMPLEMENTATION OF MINIMUM STANDARDS

It is recognised by the parties that certain locations may not have accommodation that meets the standard outlined in this agreement. Both parties commit to conducting a joint audit in the first three months of the agreement to identify where the minimum standards are not met. After the audit period of 3 months AER commits within the following 9 months to implement the minimum standards that have been identified through the audit process.

5. INSPECTION

Any accommodation proposed for use will be inspected by the nominated workplace representative and the employers representative. The inspection must be conducted based on the requirements of this standard, and the relevant checklist / inspection sheet must be completed and made available to all parties.

APPENDIX 3 – TRAIN CREW ROSTERING CODE

1. Introduction

- 1.1. These Rostering Principles have been developed to assist in providing a consistent yet flexible approach to the rostering of locomotive crews across the business. They shall be read in conjunction with, but shall not conflict with any provisions contained within the Certified Agreement, in particular clause 21 Rail Operations Working Hours.
- 1.2. They are also to be read in conjunction with the procedure for the management of fatigue. In cases where there is a conflict between satisfying the requirements of either these Rostering Principles or the Fatigue Management Procedure the latter shall prevail in any case where such a conflict is likely to increase the potential for a workplace hazard. Rostering shall also comply with relevant occupational, health and safety legislation.
- 1.3. There are two types of Rostering Systems within AER, Forecast and Blank Line. The current system of rostering at each AER depot shall remain in place with lodgement of this Agreement.

2. General

AER and the employees shall discuss, develop and modify rosters through a consultative process. This shall be achieved by the election of depot based consultative committees at each location as described in clause 52. If, this committee considers that a separate “rostering specific” consultative committee should be established, for either regular or specific purposes, then this may occur and an election will be conducted.

3. **Sign On – Sign Off Time Allowance** - In developing rosters for train crew recognition will be given to the inclusion of a ten minute time allowance during the sign on and ten minute allowance during the sign off process to enable train crew to read and understand relevant train safety notices and any other applicable documentation.

4. Maximum Rostered Additional Hours per fortnight

- 4.1. Employees may be rostered up to a maximum of 8 additional hours per fortnight averaged over the roster cycle, however, employees may work more than the maximum rostered hours if the employee is prepared to do so.
- 4.2. *Additional Hours may be refused* - Hours in excess of the eight additional hours per fortnight may be refused by an employee in circumstances where the working of those hours would result in the employee working hours that are unreasonable having regard to:
 - 4.2.1. any risk to employee health and safety;
 - 4.2.2. the employee's personal circumstances including any family responsibilities;
 - 4.2.3. the needs of the workplace or AER;
 - 4.2.4. the notice (if any) given by AER of the overtime and by the employee of his or her intention to refuse it; and
 - 4.2.5. any other relevant matter.

5. Rostered Days Off (RDO)

- 5.1. Employees shall be entitled to four RDOs averaged over the roster cycle, where possible they are to be grouped together.
- 5.2. Single RDO's shall commence at 0001 hours and be a minimum of 30 hours duration.

- 5.3. Where RDOs are grouped on the roster the first RDO shall be of 30 hrs duration commencing at 0001 hrs, with following RDO's being 24 hrs in duration.
- 5.4. All work on an RDO will be paid in accordance with the Additional Hours (Overtime) Payments provisions at clause 33.

6. Description of Roster Systems at AER

6.1. Master Rosters (for Blank Line Roster Systems)

The master roster shall be permanently exhibited indicating RDOs for the complete roster. In this context, "the complete roster" means all the work/relief lines on the roster.

6.2. Guide Rosters (for Forecast Roster Systems)

The Guide Roster will permanently exhibit all known working, including relief (including sign on and sign off times) and all RDO's in a Depot.

7. Process for Changing Rostering Systems at a Depot

Joint consultation shall take place to determine the suitability, and applicability and implementation of the any proposed new rostering system concept for AER's operations. and the collective preference of the applicable employees shall be required.

8. Making Changes to the Master/Guide Roster

8.1. Changes to the master/guide roster shall be arranged through joint consultation as described in clause 52.

8.2. Consultative committees shall jointly develop master/guide rosters and review rostering issues, taking particular account of the following:

- the nature of AER's operations;
- the provisions of the Agreement,
- the specific rostering conditions described below ;
- the family, social and community needs of employees;
- fatigue, health and safety issues topical to shift workers
- employees will rotate through all lines in a roster and work shall be distributed fairly throughout the roster with respect to the amount and type of work to be performed
- time off is maximised by grouping Rostered Days Off (RDO) and weekend RDOs are spread evenly.

8.3. Rosters shall be prepared to ensure that breaks are provided for as follows:

- 8.3.1. a break of at least 36 hours after rostered to work four consecutive shifts of 10 hours or more.
- 8.3.2. a break of at least 36 hours after rostered to work more than 10 consecutive shifts.
- 8.3.3. For the purpose of this provision, "consecutive shifts" are shifts where the break between shifts is less than 30 hours.

8.4. On completion of consultation a minimum of 28 days notice shall be provided to employees before the implementation of changes to the guide/master roster.

8.5. Employees may agree to the shifting of exhibited RDOs with less than the 28 days notice.

9. How shifts are changed

9.1. Blank Line Rosters

Shifts may be advised to employees at the time of posting the roster for the particular roster cycle. If this does not occur, notification shall be in accordance with the following:

- 9.1.1. The commencement time of a shift of ordinary hours and the expected shift length shall be notified to the employee/s prior to, during, or at the end of the last shift worked.
- 9.1.2. In the event that the next shift of ordinary hours is not known by the end of the last shift worked then employee/s will be advised of the next shift, including the expected duration of that shift, during the advice periods specified below:
 - Employees required to sign on after 2400 hours and prior to 0600 hours the following day must be contacted in the "AM" advice period between 0930 hours and 1100 hours.
 - Employees required to sign on after 0600 hours the following day must be contacted in the "PM" advice period between 1600 hours and 1730 hours.
- 9.1.3. Where an employee has not been advised of their shift in accordance with these notification requirements, such day shall then be treated as if it were an additional RDO (inclusive of overtime payments) as provided for in clause 33.
- 9.1.4. Where the employer has made every effort to contact the employee within the above-mentioned timeframes and the employee has not made or does not make themselves contactable then the employee will receive no payment for the day. When this occurs a review process will be available on a case by case basis to consider the merits of the situation.

9.2. Forecast rosters

Operational rosters for the roster cycle will be posted by 1200 hours on the Thursday immediately before the Sunday the roster is to commence. Different timeframes may be agreed to at each Depot if it meets the needs of the business and of the employees at the Depot.

10. General Rostering Provisions for Both Forecast and Blank Rosters

10.1. *Extending Shift Lengths*

By mutual agreement, having consideration for fatigue management principles and subject to the employee's "fitness to continue", where it is operationally necessary to extend a previously advised shift, notice may be given to the employee at any time up to the time the shift commences or during the shift, provided that an extension of up to above 12 hours shall only apply where a train crew consists of two drivers qualified to drive over the route.

10.2. *Shift Cancellation*

- 10.2.1. Where it is necessary to cancel a previously rostered shift a minimum of 18 hours notice from the rostered sign on time will be given.
- 10.2.2. Where advice of a rostered shift cancellation cannot be given within the 18 hour minimum period alternate work must be provided up to the rostered shift of ordinary hours, within the undermentioned lift up / lay back time limits.
- 10.2.3. By mutual agreement an employee may elect not to claim alternate work as listed above and may nominate to work on a day not previously rostered.
- 10.2.4. Once employees have been advised of their next rostered shift, such shift length cannot be shortened except by mutual agreement to a minimum of 8 hours.
- 10.2.5. Notification of shifts and shift alterations may be advised by electronic or other means.

10.3. **Mutual Exchange of Shifts**

Where agreed to by AER, Mutual exchange of shifts may occur provided they do not breach mandatory working conditions, and are cost neutral, agreed to by the employer AER and comply with Fatigue Guidelines.

10.4. **Lift up / Lay Back**

- 10.4.1. Lay Back is the process of having employees, if they can be contacted, start their shift later than originally rostered. AER may lay back train crew to a maximum of three hours from their advised sign on time as described in clause 9 of this appendix
- 10.4.2. Lift Up is the process of having employees, if they can be contacted, start their shift earlier than originally rostered. AER may lift up train crew to a maximum of two hours upon which time the shift limit will commence.
- 10.4.3. There is to be only one change to a shift, unless mutually agreed to by the individual train crew affected.
- 10.4.4. Outside the above referred advice periods, at home or at rest locations, crews will be advised within agreed personal call periods specified by each employee for the purpose of lift up and lay back only.
- 10.4.5. Once called at a rest location the train crew will be signed on at the time associated with that call.
- 10.4.6. Where crews agree to lift up or lay back more than the 2 or 3 hours described in clauses 10.4.1, and 10.4.2 of this appendix to facilitate train running for AER, they will receive a stand alone payment of 1.7 x hourly rate for each extra hour they are lifted up or laid back.
- 10.4.7. The sign on time for work may be adjusted by the lift up / lay back provisions described in clauses 10.4.1, and 10.4.2 of this appendix in producing the operational rosters for each depot.

10.5. **Request Days**

- 10.5.1. As a means of addressing an employee's out of the ordinary personal obligations (such as medical appointments, special family commitments, and the like) an employee may make requests not to be rostered on a specific day, or days, during a specific roster cycle.
- 10.5.2. Reasonable endeavors will be made to meet the request having regard for the nature of the request and the disruption to the roster, including the allocation of RDOs and the impact on other employees.
- 10.5.3. Requests, including the reason, must be submitted no later than three days preceding the posting of the roster for the roster cycle in question. A greater period of notice however may facilitate greater opportunity for the request to be granted.
- 10.5.4. It is not the intent for request days to be submitted for regularly occurring events such as sporting or other similar commitments or for extending breaks already provided for during the roster cycle.
- 10.5.5. Usually there will be no more than one request day per employee per roster cycle however additional requests will be considered by an employee's Business Manager or Driver /Operations Coordinator on a case by case basis.
- 10.5.6. Particular attention will be given to regularly occurring requests, which would result in employees not working their share of weekends or other particular shifts.

APPENDIX 4 – DOO SHIFT LENGTHS

1. Introduction

- a. Driver Only Operations (DOO) maximum shift lengths are provided for in this appendix.
- b. The implementation DOO operations in excess of those already in place are subject to the process outlined in this appendix.
- c. It is not the purpose of this Appendix to deal with the many other regulatory and operational considerations that are relevant to the implementation of DOO. Those issues shall be managed through the various consultative, procedural and regulatory processes.
- d. At the commencement of this agreement AER will operate Driver Only operated trains at all locations where this type of operation is already in place. This means that DOO will be utilised at those locations where it is currently used and at other locations where DOO arrangements have been implemented but are not yet activated.
- e. The implementation of any other DOO, except for those operations outlined in 'd' above, will be subject to the DOO Case by Case process outlined in this appendix.

2. Maximum shift lengths based on operational circumstances

- a. The maximum shift lengths and a description of the operational circumstances are as follows;

Operational Circumstances	Maximum Shift length
<p>DOO Mainline -</p> <p>These are shifts where the majority of the shift comprises of driving on the mainline.</p>	8.45 hours
<p>DOO Shunt -</p> <p>These are shifts that comprise of various shunting / yard / terminal operations. These shifts may include some minor traversing of the mainline,.</p>	8.45 Hours
<p>Mixed DOO</p> <p>These are shifts that comprise of mixed mainline and depot / terminal / yard / siding operations.</p> <p>They are to be determined on a case by case basis having regard for the components of work including the amount of driving on the mainline.</p> <p>These shifts shall not usually involve more than 4½ hours driving on the mainline, however, the parties may consider proposals with minor increases over the 4½ hours driving on the mainline as part of the case by case assessment.</p>	8.45 hours
<p>Like all other train operations shifts, it is a requirement that these DOO shifts may involve other duties such as; train preparation, ground support, car driving, trip servicing, administrative functions etc.</p>	

- b. Locomotive Drivers rostered as Driver Only may be utilised to form a two driver shift during the Driver Only rostered working, however this shift must not exceed the maximum DOO shift length.

- c. If during a Two Driver Operation (TDO) shift, one of the train crew is required to perform ground shunting duties, and the ground shunting duties exceed 45 minutes, both members of the train crew will be paid a minimum of four hours DOO Allowance. The payment of the allowance will not affect the rostered shift for the TDO and can only be claimed once during the rostered shift. The allowance will not apply in instances where one of the train crew is required to assist with loading and unloading operations.

3. The DOO Case by Case Process CORE

- a. **Stage 1** – At the earliest possible time that AER proposes to implement a DOO operation AER shall advise, in writing, the relevant employees and parties of the proposal.

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

- b. **Stage 2** – The case by case consultation process shall include AER detailing its proposal to the employees and employee representatives and these parties having adequate opportunity to put forward any considerations / issues it has they have regarding the proposal.
 - i. Considerations / issues that may be canvassed might include (but not be limited to): fatigue management (including the time of day considerations), intervals between shifts, maximum weekly hours, workload, trials and risk assessments.
 - ii. The parties are committed to working on practical solutions to any issues raised and AER shall give reasonable consideration to the issues raised by the employees and/or employee representatives. This may include modification to the proposal or making other changes to accommodate their concerns.
 - iii. Once the consultation process has been exhausted AER shall advise the employees and employee representatives in writing to this effect and detail its intention to commence implementation.
- c. **Stage 3** – Having complied with the processes in the first two stages AER may commence implementation of the proposed DOO shifts unless AER is notified, in writing, by the employees and/or employee representatives that the proposed introduction is not accepted and remains in dispute.

Where there is a notification of a dispute concerning the proposed implementation the parties shall attempt to resolve the matter through the Resolving Differences procedure (Clause 53 of the agreement).
- d. For the purpose of this process the Resolving Differences procedure shall commence at Step 3 (Clause 53).
- e. In accordance with the Resolving Differences clause while the matter is being progressed through the procedure the status quo shall prevail and the services to customers will be maintained.

APPENDIX 5 – RELAY WORKING

Under this agreement relay working may be undertaken in accordance with the following provisions, which are to be read in conjunction with the Rail Operations Working Hours provisions in clause 21 however, where there is a conflict between the clause 21 provisions and these provisions then these provisions shall prevail.

A5-1. Definition

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

A5-2. Application & Implementation

- 2.1. The relay work method of crewing shall be an option available to the employer in certain operations and will be crewed by AER crews into and out of South Australia as per the following;
 - Adelaide to Forrestfield and return
- 2.2. A train may be crewed in accordance with the available crewing configurations provided for in this agreement for different parts of a train's journey.
- 2.3. Implementation of new (or revised) relay working will, in addition to satisfying any regulatory requirements, be subject to agreement between the employer and the employees required to undertake the work and where the employee so choose the employee's representative. This agreement shall include discussion on issues such as, but not limited to:
 - Frequency of relay operations;
 - Rostering considerations;
 - Distribution of work through the roster;
 - Fatigue management considerations;
 - Relay Operation Working time;
 - Crewing configurations
 - Time spent in crew van; and
 - Crew amenities.

A5-3. Working arrangements

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

Maximum Duration of relay trip*	Maximum work shift per rotation	Minimum Rest break per rotation
54 hours	9 hours	8 hours

* The maximum duration of a relay trip is calculated from sign on at the home location to sign off at the home location. Or, in the case of a relay trip that involves a book off away from the home location then the outward and return trips will be calculated as discrete trips.

- 3.2. Relay working may involve trips where the operation is continuous and the crew cycles through the work / rest rotation for the full duration of the relay job. In other circumstances the relay operation may involve the train terminating and the whole crew going to rest in accommodation away from the crew van.

There may be some circumstances where the whole crew may be required to rest in the crew van. This may arise due to the operation requiring a quick turnaround and / or there being no suitable accommodation. Where such circumstances are proposed the employees involved shall be consulted prior to the operation being implemented.
- 3.3. Relay work / rest rotations will be determined through consultation having regard for the length of the trip, operational requirements, the equal allocation of work / rest and the collective preferences of the employees required to undertake the work.

A5-4. Rostered Rest Prior to Relay Job

- 4.1. An employee is entitled to a minimum rest period of 24 hours prior to the commencement of a relay job.
- 4.2. An employee may request to commence a relay job prior to the minimum rest period however, such requests will be subject to the employee meeting the required fatigue management principles.

A5-5. Rostered Rest at Book Off locations

- 5.1. Subject to clause 5.2, relay trips involving book offs shall have the following minimum rostered rest periods at the book off location:

Following a relay trip:	of up to 32 hours -	10 hours
	over 32 hours -	12 hours

- 5.2. In providing rest periods at book off locations, as provided for at clause 5.1, the provisions of clause 24 shall also apply and the rest periods may be reduced by up to one hour in accordance with clause 24.3.
- 5.3. Where operational / return working requirements are such that the prescribed minimum rest periods may be impacted then the minimum break is to be accommodated by the two crews having staggered sign off / sign on times as follows:

*one crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest, and / or

*where there is terminal / preparation work to be performed before departure one crew signing on earlier to undertake this work.

A5-6. Break at home after a relay job

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

Type of Relay Trip	Duration of Relay Trip	Minimum Break at Home
Trips not involving a book off and the relay trip is -	48 hours or less	48 hours
	> 48 hours	72 hours
Trips involving a book off and the return relay trip is - NB: These breaks are for crews working relay on both the out and back trips.	48 hours or less	48 hours

- 6.2. For the purpose of covering unplanned matters such as; short notice absences, out of course working and emergencies (as defined), an employee may, at the employee's discretion, resume earlier than the prescribed minimum hours.
- 6.3. An employee may request to resume work prior to the minimum rest period however, such requests will be subject to the employee meeting the required fatigue management principles.

A5-7. Remuneration

- 7.1. During a relay operation time spent working will be paid at the employee's rate for the day inclusive of weekend work payment if applicable.

- 7.2. During the relay operation for the service Adelaide to Forrestfield and return, time spent resting / sleeping in the crew van will be paid 100% payment whilst resting and for that time to count as working time.

A5-8. Expenses

When performing relay working the employee will be paid away from home allowance in accordance with clause 35 of the agreement. That is, the allowance will be paid for each 8 hours, or part of 8 hours, calculated from the time of signing on at the home location to the time of signing off at the home location.

Attachment A

Default Mediation Terms

Parties

- The Parties are [PARTY 1] and [PARTY 2]

Recitals

1. [Brief details of the matter].
2. [PARTY 1] and/or [PARTY 2] are undertaking a mediation process under the terms of the AER – (Rest of Australia) Rail Operations Union Collective Agreement 2007.

The Mediator

- The Mediator will be [NAME].

Role of the Mediator

- The Mediator will be neutral and impartial.
- The Mediator will resolve the dispute as speedily as possible between the Parties by:
 - a) Systematically identifying and isolating the issues in dispute including by examining the Parties and/or any witnesses called including under oath if so determined by the Mediator.
 - b) Meeting with the Parties together or separately or with their representatives or any witnesses as determined by the Mediator.
 - c) Deciding the issues in dispute.
- The Mediator will not give legal or other professional advice to any Party.

Representation of the Parties

- The Parties may be represented in the mediation process as they choose.

Cooperation by the Parties

- The Parties agree to cooperate with the Mediator and each other during the mediation.

Costs of the Mediation

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

Communication between the Mediator and the Parties

- Any information disclosed to the Mediator in private is to be treated as confidential by the Mediator unless the Party making the disclosure states otherwise.

Confidentiality of the Mediation

- The Parties and the Mediator will not disclose to anyone not involved in the Mediation any information or document given to them during the mediation unless the information or document is already in the public domain, is approved by the Party giving the information or document, or if the Party is required by law to make a disclosure.

Termination of the Mediation by the Mediator

- The Mediator may terminate their involvement if, after consultation between the Parties, they feel unable to assist in resolving the issue.