



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Rail Track Corporation Ltd T/A Australian Rail Track Corporation Ltd
(AG2023/1227)

ARTC SA / WA INFRASTRUCTURE MAINTENANCE ENTERPRISE AGREEMENT 2023

Rail industry

DEPUTY PRESIDENT BEAUMONT

PERTH, 15 MAY 2023

Application for approval of the ARTC SA / WA Infrastructure Maintenance Enterprise Agreement 2023

[1] Australian Rail Track Corporation Ltd T/A Australian Rail Track Corporation Ltd (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *ARTC SA / WA Infrastructure Maintenance Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

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

[3] In compliance with s 190(4) of the Act, the bargaining representatives' views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] The Australian Rail, Tram and Bus Industry Union and the 'Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union' known as the Australian Manufacturing Workers' Union (together, the **organisations**), being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the

Agreement to cover them. In accordance with s 201(2), and based on the declarations provided by the organisations, I note that the organisations are covered by the Agreement.

[6] The Agreement was approved on 15 May 2023 and, in accordance with s 54, will operate from 22 May 2023. The nominal expiry date of the Agreement is 15 May 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/1227

Applicant:

Australian Rail Track Corporation Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kim Northard, General Manager People and Culture, have the authority given to me by Australian Rail Track Corporation Ltd to give the following undertaking with respect to the ARTC SA/WA Infrastructure Maintenance Enterprise Agreement 2023 (“the Agreement”):

1. Clause 4.2.5.1 is replaced with:

What do I do if I am sick or need to claim carer leave?

If you are unable to come to work due to personal illness or injury, or you are claiming carer leave, you should notify your manager as soon as practicable (which may be a time after the leave has started) and tell your manager when you expect to return to work. You must also provide evidence of your illness or injury, or the illness or injury of your immediate family or household member.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Kim Northard

Signature

11/5/23

Date

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

Australian Rail Track Corporation

ARTC SA / WA Infrastructure Maintenance Enterprise Agreement 2023

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1. INTRODUCTION

1.1 INTRODUCTION

1.1.1 What will this Agreement be officially known as?

This Agreement will be known as the *ARTC SA / WA Infrastructure Maintenance Enterprise Agreement 2023* (“*Agreement*”).

1.1.2 Who is covered by this Agreement?

You are covered by this Agreement if you are an Infrastructure Maintenance employee of Australian Rail Track Corporation (ARTC) employed in one of the classifications listed in clauses 3.1.2.1, 3.1.2.2 or 3.1.2.3 of this Agreement and your designated work location is within South Australia or Western Australia.

1.1.3 Who is bound by this Agreement?

This Agreement will be binding upon ARTC, and employees engaged in any of the classifications/occupations/levels referred to in clause 3.1.1.

1.1.4 What do the words mean in this Agreement?

The definitions of the words used in this Agreement are as follows:

‘*Act*’ means the *Fair Work Act 2009* (Commonwealth).

‘*ARTC*’ means Australian Rail Track Corporation Limited. ABN 75 081 455 754.

‘*Designated Work Location*’ means the provisioning centre or other location you are appointed to and where you are ordinarily expected to report for duty.

‘*Employee*’ means an employee of ARTC whose designated work location is within South Australia or Western Australia and who satisfies clause 1.1.2 of this Agreement.

‘*Hourly Rate*’ means $1/38$ of the prescribed nominal salary rate.

‘*National Employment Standards*’ means the minimum employment standards as contained in the *Fair Work Act 2009*.

‘*Nominal Salary*’ means an employee’s Total Annual Remuneration Package (TRP), less the applicable superannuation guarantee contribution component.

‘*Roster Cycle*’ means the designated period over which work is arranged.

‘*Rostered Employee*’ means an employee who performs ‘*Rostered Work*’.

‘*Rostered Day Off*’ is a non-working day derived through sufficient accumulation of ordinary work time as per clause 2.9.1 of this Agreement.

'Rostered Work' means work performed on a pre-planned rostered basis, which includes ordinary working time involving shifts and/or weekends and public holidays.

'Shiftworker' means an employee who is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays for the purposes of the *National Employment Standards*

'Suitable Evidence' means a medical certificate or statutory declaration to substantiate evidence of a personal illness or injury.

'TRP' means Total annual Remuneration Package, as described in clause 3.1.3

'This Agreement' means ARTC SA/WA Infrastructure Maintenance Enterprise Agreement 2023.

1.2 DURATION OF AGREEMENT

1.2.1 What is the duration of this Agreement?

This Agreement will come into effect 7 days after the date of approval by the Fair Work Commission and its nominal expiry date will be 2 years from that date.

1.3 OBJECTIVES AND OBLIGATIONS UNDER THIS AGREEMENT

1.3.1 What are the main objectives of this Agreement?

The main objectives of this Agreement are:

- To promote the growth, efficiency and effectiveness of the rail industry as a competitive, value-added segment of the national land transport logistics network;
- To promote an efficient and safe working environment;
- To enhance the value of ARTC through being a competitive, flexible and innovative company;
- To provide a workplace that promotes real gains in productivity, efficiency and flexibility; and
- To establish a workplace which enables variety, skills and job security for employees by:
 - Developing and maintaining a workplace which encourages and facilitates teamwork, personal and job skill enhancement to achieve the company's objectives;
 - Promoting efficient and effective delivery of services to ARTC's customers;
 - Implementing change through constructive consultation to ensure a profitable, competitive and efficient operation;

- Providing employees with competitive marketplace-based remuneration.
- Enhancing the skill base of the workforce including, where appropriate, through the implementation of a nationally recognised competency based training and career progression system; and
- Achieving continuous improvement in the operations and service delivery of ARTC.

It is also recognised that it is ARTC's right to direct an employee to carry out such duties as are within the scope of the employee's skill, competence and training.

1.3.2 What are my obligations?

You will:

- Act as an integral and professional member of the entire team by effectively discharging your responsibilities;
- Be accountable and responsible for your decisions and actions;
- Deliver long-term customer satisfaction by utilising skills endorsed or nominated by ARTC;
- Maintain a high level of proficiency in your area of expertise;
- Commit to implementing ARTC's critical focus on productivity;
- Fully participate in relevant joint problem-solving exercises at the workplace;
- Act ethically, constructively and co-operatively with employees, customers and business associates of Australian Rail Track Corporation; and
- Work safely, in consideration of the health and safety of yourself and others.

1.3.3 What is the Commitment to Improving Productivity, Efficiency and Flexibility?

Through the ongoing exercise of work group restructuring, the parties to this Agreement are committed to the need to continually develop further flexibility over the functions performed at the ARTC facilities, consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence, training and classification.

The commitment extends to the individual employees performing tasks which, while primarily involving the skill of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence. Furthermore, any such commitment to provide productivity, efficiency and flexibility will not promote deskilling of an employee.

Arrangements made to accommodate flexible working practices arising from the provisions of the Agreement between ARTC and employees will be recorded in Individual Flexibility Arrangements as per clause 8 of this Agreement

2. HOW WE WILL WORK

2.1 PAYMENT OF SALARY

2.1.1 When will I be paid?

You will be paid fortnightly in arrears.

2.1.2 How will I be paid?

ARTC will electronically pay you directly into your bank account. When commencing employment, you are required to nominate an account number to enable us to make payment to you into your bank account.

2.2 EMPLOYMENT CATEGORIES

2.2.1 What categories of employment could I be employed under in this Agreement?

Under this Agreement, you will be employed under one of the following categories:

- Permanent full-time or part-time;
- Temporary full-time or part-time;
 - Fixed-term; or
 - Specified project.
- Casual

2.2.1.1 What is a 'full-time' Employee?

If you are a full-time employee, your ordinary hours of work will be 152 hours over a 28-day period, unless otherwise specified in this Agreement.

2.2.1.2 What is a 'part-time' Employee?

If you are a part-time employee, you will be required to work a regular pattern of hours averaging less than 38 hours per week, on a permanent, temporary or fixed-term basis as provided for in this Agreement.

The agreed hours will be the contract hours of work. Contract hours can only be varied in writing, by agreement between you and ARTC.

The daily starting and finishing times and daily/weekly hours of work will be agreed at your commencement of employment and provided to you in writing.

If you are a part-time employee, you will not be required to work additional hours beyond your agreed minimum hours, but you may be offered the opportunity to do so. Where you agree to work additional hours, payment for these hours will be at single time rates up to the number of ordinary hours for an equivalent permanent full-time employee.

Notwithstanding the above, part-time employees will be paid overtime in line with clause 3.2 of the Agreement for hours in excess of agreed ordinary hours of work.

Leave entitlements and remuneration will apply pro-rata to part-time employees on the basis that ordinary hours for full-time employees are 38 hours per week.

2.2.1.3 What is a 'temporary' Employee?

If you are a temporary employee, you may be employed on a full-time or part-time basis:

- (a) for a fixed period no longer than 24 months; or
- (b) for a specified project, with a specified start and anticipated finish date, in a role not required on an ongoing basis.

An offer of temporary employment will specify the fixed period of the employment or the parameters and expected duration of the project.

Temporary employees will have any untaken annual leave paid out on termination.

2.3 WHAT PROVISIONS RELATE TO CASUAL EMPLOYMENT?

A casual employee is to be one engaged and paid as such. Workers employed on a casual basis are engaged on an hourly contract of service.

2.3.1 What will I be paid if I am a casual employee?

A casual employee for working ordinary time will be paid per hour 1/38 of the prescribed actual weekly rate for the work performed, plus 25% and will be engaged for a minimum of 2 consecutive hours of work on each occasion.

Overtime, weekend and public holiday penalties will be paid in line with the Rail Industry Award 2020.

A casual employee is not entitled to any paid leave benefits under this Agreement, with the exception of family and domestic violence leave, including annual holidays, sick leave, bereavement leave, public or additional holidays, or any redundancy or severance payments.

2.4 WHAT PROBATIONARY PERIOD IS APPLICABLE TO MY EMPLOYMENT?

The probation period for new employees is as defined under the *Act* and is six months.

Furthermore, you will be advised of the standards of performance and conduct expected.

During the probationary period, you will be provided with feedback concerning your employment, which will be given by your supervisor/local manager.

2.4.1 What happens if ARTC is dissatisfied with my employment during my probationary period?

Where ARTC is dissatisfied with your employment, you will be given the opportunity to improve your performance, conduct or behaviour. If ARTC is dissatisfied with your employment following feedback and reasonable opportunities to improve performance, conduct or behaviour, your employment will cease at the end of the probation period, unless it is terminated earlier in accordance with the appropriate clauses of this Agreement. The reason/s for termination will be recorded.

During the review of the unsatisfactory performance, conduct or behaviour, you may request to be represented by an employee representative.

2.5 NEW EMPLOYEES

2.5.1 What are my duties as an employee at ARTC?

You will perform such work as ARTC will, from time to time, reasonably require, provided you have been trained to the level of skill required to perform such duties and have been evaluated to have the appropriate skills. Where training is required to enable you to undertake any varied duties, you will undertake such training within the classification structure of this Agreement.

2.5.2 What is Abandonment of Employment?

The absence of any employee from work for a continuous period exceeding five (5) working days without the consent of ARTC and/or without notification to ARTC, will be prima facie evidence that the employee has abandoned his/her employment. ARTC will maintain a record of attempts made to contact the employee in these circumstances.

2.5.3 What if I am unable to notify ARTC of an absence due to unforeseen circumstances?

In the event you are unable to notify ARTC of your absence due to unforeseen hospitalisation or similar causes, you will be given the opportunity to explain the reason for a specialised absence which may lead to reinstatement.

2.6 TERMINATION OF EMPLOYMENT

2.6.1 What if my employment is to be terminated?

Except as provided in clause 2.6.2 of this Agreement, an employee who has been continuously employed for four weeks or longer will not, without the approval of ARTC, leave the service of ARTC until the expiration of one weeks' notice of the employee's intention to do so.

2.6.2 What notice periods apply in relation to the termination of my employment?

In order to terminate the employment of an employee, ARTC must comply with either of the following requirements:

- Provide the employee the period of notice set out in 2.6.2.1 and 2.6.2.2 or compensation instead of notice, or;
- Terminate the employee due to serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require ARTC to continue the employment during the notice period.

2.6.2.1 What is the required period of notice?

The required period of notice is first calculated using this table:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

2.6.2.2 Will the period of notice be increased if I am over 45 years old and have completed at least 2 years continuous service?

Yes. The period of notice is increased by one week if you are over 45 years old and have completed at least 2 years of continuous service with ARTC.

2.6.3 How is the period of continuous service ascertained?

Continuous service will be calculated under clause 4.1.7 for the purpose of clause 2.6.2.

2.6.4 Can I receive payment in lieu of notice?

Yes. The amount of payment in lieu of notice will not be less than the total of the amounts that, if your employment had continued until the end of the required period of notice, ARTC would have become liable to pay to you because of the employment continuing during that period: provided that where both parties agree to a lesser period of notice, no payment will be due for the agreed reduction of notice.

2.6.5 How is payment in lieu of notice calculated?

The total payment in lieu of notice must be worked out on the basis of:

- the employee's ordinary hours of work (even if they are not standard hours); and

- the amounts payable to the employees in respect of those hours, including, where applicable, allowances, and penalties; and
- any other amounts specified in this Agreement and payable under the employees' contract of employment.

2.7 REDUNDANCY PAY

2.7.1 What entitlement will I receive if my position is made redundant?

If your position is made redundant, you will receive a severance payment of 2.5 weeks for each complete year of service, to a maximum of 30 weeks in both voluntary and involuntary redundancy situations. Payments are calculated on the TRP at the time of termination. If you have at least 1 year's continuous service, but less than 3 years you will be entitled to redundancy pay as follows:

Employee's period of continuous service with ARTC at the end of the day the notice is given	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks

You will also receive payment for the following:

- unused accrued annual leave
- pro-rata unused long service leave according to the provisions of this Agreement.

The above payments will not be offset against accumulated superannuation benefits, which will be available in accordance with the trust deeds of the relevant Superannuation Fund.

2.7.2 What other entitlements apply to me in a redundancy situation?

ARTC will provide to you the following services in a redundancy situation upon approval of your manager:

- Outplacement services, counselling and assistance including advice on all entitlements, independent financial planning guidance, assistance to plan lifestyle and career strategies and assistance with job search techniques and interview skills;
- Reasonable paid leave will be provided to a redundant employee to attend job interviews. You will at the request of ARTC, produce proof of attendance at an interview.
- If you were to pass away within the notice period of termination for reasons of redundancy, and you have a period of eligible service which would have entitled you to redundancy pay, such redundancy pay entitlement will be paid to your estate.

2.8 APPRENTICES

2.8.1 What provisions apply to me as an Apprentice?

The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.

2.8.2 What apprenticeship trades are applicable under this Agreement?

Subject to the provisions of clause 2.8.1 an apprenticeship may be undertaken in any of the following trades:

- (1) Engineering Tradesperson (Mechanical).
- (2) Engineering Tradesperson (Fabrication).

When at any time ARTC has a need to enter into a contract of training with a person, the apprenticeship and training (will insofar as the *Fair Work Act 2009*, as amended allows), be in accordance with the requirements of the Apprenticeship Authority or State legislation.

2.9 HOURS OF WORK

2.9.1 What are my ordinary hours of work over a 28-day period?

If you are a full-time employee, you will be rostered to work an average of 152 hours over 28 days or 456 hours over 84 days. The span of ordinary hours is from 0600 to 1800 Monday to Friday (inclusive), except where rostered according to clause 2.10. Where, by mutual agreement, you commence your shift between 0430 and 0600, penalties will not apply.

Your hours of work will be continuous on any 1 day, excluding your meal breaks.

2.9.2 Am I entitled to rostered days off?

Yes, you may work your ordinary hours so that you get 1 rostered day off (RDO) each 4 weeks on a day subject to agreement with your manager.

Your RDO will be rostered adjacent to other non-working days, subject to ARTC's business requirements.

2.9.3 What if I am required to work on my RDO?

If ARTC requires you to work on a day that has been agreed to be your RDO, you will get an alternative day off as soon as is practical and by agreement with your manager.

2.9.4 Can I accumulate my RDOs and add them to my annual leave?

Yes. You may accumulate a maximum of 3 RDO's in any 1 year if your manager agrees and it does not affect the operation of the business. The accumulated RDO's can be taken together as a block or added to your annual leave.

2.10 ROSTERING

2.10.1 Can ARTC roster me to work afternoons, nights, weekends and public holidays?

Yes. You may be required to work to a roster that is outside the hours of 0600 to 1800, Monday to Friday.

2.10.2 Can I be required to work at places other than my designated work location?

Yes. ARTC's business requirements may mean that you will be rostered to work away from your designated work location.

2.10.3 Will I be consulted about my roster?

Yes. ARTC will draft, discuss and implement your roster through consultation at a local level prior to the posting of your roster. Consultation will take account of personal circumstances, balanced with equitable sharing and business needs.

Rosters will be posted 21 days in advance and will only change in an emergency or in unforeseen circumstances. You will be consulted about any changes to your roster. The maximum number of times your shift can be changed is 3 shifts in a 28-day period.

Your rosters will take account of:

- Ordinary shifts to be worked by an employee will be of a maximum length of 12 hours;
- The maximum number of consecutive 12-hour shifts that may be rostered is 4;
- Ordinary shifts to be worked by an employee will be of a minimum length of 6 hours;
- Except by mutual agreement, you will not be rostered to work more than 2 weekends in any 28-day period (for the purposes of this clause only, 'weekend' means either a Saturday, a Sunday or both Saturday and Sunday);
- The maximum number of consecutive shifts you may be required to work is 14.
- In order to meet operational requirements, you may be rostered to work in locations that require your hours of work to be averaged over a three (3) month cycle, equivalent to 456 hours over 84 days.
- Weekend rosters will take consideration of available competencies and volunteers;
- You will not be rostered to work within 10 hours of finishing your last shift;

ARTC's rostering will be based on fatigue management principles which:

- Address the opportunity for quantity and quality of sleep, particularly the 'time of day' effect;
- Ensure the number of consecutive shifts (in particular night shifts), shift lengths and roster periods between shifts are considered in roster compilation; and,
- Understand that you have a need to balance the competing requirements of your job with your social and home life.

2.11 MEAL BREAKS

2.11.1 What meal breaks am I entitled to?

You will be rostered for an unpaid meal break of not less than 30 minutes during the course of an 8-hour shift, provided that it does not interfere with operational requirements. Where an unpaid meal break is provided, you should not be required, where practical, to work more than 5 hours without a break.

2.11.2 What other rest breaks am I entitled to?

If you work greater than 10 hours you will be allowed a rest break of 20 minutes without deduction of pay. A further 20-minute paid rest break will be provided after each subsequent 4-hour period. The rest break will be organised to ensure continuity of operations.

2.12 NOTICE

2.12.1 What period of notice applies where I am required to work at a location other than my designated work location?

In the situation where you are required to commence work at a location other than your designated work location, in the case of programmed work, you will be provided with a minimum of one week's notice of such requirement. For urgent work, a minimum of 48 hours' notice and in the event of derailment or emergency attendance to restore service, every endeavour will be made to provide at least 48 hours' notice except where it is not possible to do so.

With respect to clause 2.12.1 the parties agree to regularly monitor the application of these provisions through the consultative committee to ensure the intentions of the parties are observed.

2.13 ALLOWANCES

2.13.1 On-Call / Call Out

2.13.1.1 Will I be required to participate in on-call rosters and attend call outs?

Yes. You could be rostered to be on-call and to attend call outs as required, to meet ARTC's business requirements. Call-out rosters will take consideration of available competencies, volunteers and fatigue management principles.

2.13.1.2 What will I be paid if I am on-call?

If you are required by ARTC management to be available outside normal working hours for recall to work, you will be paid an allowance of \$40 per rostered day or shift, or \$90 when on call for a non-rostered day or public holiday. If you are rostered to be on call, you must be contactable and available for duty when required. The on-call allowances are set for the life of the Agreement

2.13.1.3 What will I be paid for a call-out?

If you are recalled to work overtime after leaving the work location (whether notified before or after leaving the location), you will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled; provided that, except in the case of unforeseen circumstances arising, you will not be required to work the full four hours if the job you were recalled to perform is completed within a shorter period. An employee who is paid an on-call allowance will be paid for a minimum of four hours' work for each time so recalled. This clause will not apply in cases where it is customary for an employee to return to ARTC's place of business to perform a specific job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary time.

Overtime worked in the circumstances specific in this call-out clause will not be regarded as overtime for the purpose of clause 3.2.3 when the actual time worked is less than four hours on a recall or each of such recalls.

2.13.2 What applies to me if I am required to work on a Saturday?

An employee required to work overtime on a Saturday will be afforded at least four hours' work or paid for four hours at the appointed rate, except where such overtime is continuous with overtime commenced on the day previous.

2.13.3 What applies to me if I am required to work on a Sunday?

An employee required to work overtime on a Sunday will be afforded at least four hours' work or paid for three hours at the appointed rate, except where such overtime is continuous with overtime commenced on the day previous.

2.13.4 What about a rest break whilst working overtime?

An employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such rest time.

Where a day worker is required to work on a Saturday or on a rostered day off, the first prescribed rest time will, if occurring between 10:00am and 1.00pm, be paid at nominal salary rates.

Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours, will be allowed a rest break of 20 minutes which will be paid for at nominal salary rates. ARTC and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that ARTC will not be required to make any payments in respect of any time allowed in excess of 20 minutes.

2.14 SHIFT WORK

2.14.1 What is shift work?

For the purposes of this agreement, "afternoon shift" means any shift finishing between 1800 hours and midnight (inclusive); and "night shift" means any shift finishing after midnight or a shift that commences between midnight and 0559 (inclusive).

2.14.2 What will I be paid for working an "afternoon shift"?

If you are rostered to work an "afternoon shift," you will be paid an additional 20% of your hourly rate based on your nominal salary rate for all ordinary hours worked where the shift is not subject to an equal or higher payment.

2.14.3 What will I be paid for working a "night shift"?

If you are rostered to work a "night shift," you will be paid an additional 25% of your hourly rate based on your nominal salary rate for all ordinary hours worked where the shift is not subject to an equal or higher payment.

2.14.4 What will I be paid if I am rostered to work on a Saturday or Sunday or Public Holiday?

If you are rostered to work on a Saturday, you will be paid at 150% of your nominal salary rate, if you are rostered to work on a Sunday, you will be paid at 200% of your nominal salary rate, and, if you are rostered to work on a public holiday, you will be paid at 250% of your nominal salary rate.

2.14.5 What if I work at least five successive shifts?

If you are a shift worker and you work on any afternoon or night shift which does not continue for at least five successive afternoons or nights, you will be paid at the rate of time and a half for all ordinary time occurring during such shifts.

On completion of the fifth consecutive afternoon or night's work, you will be deemed to have been employed on afternoon or night shift as the case may be, during the preceding four afternoons or nights, and thereafter during any subsequent consecutive afternoon or nights you are so employed. The sequence of shift work will not be deemed to be broken under this paragraph by reason of the fact that the works are erased on a Saturday, Sunday or any public holiday.

2.14.6 What if I work an extended night shift?

If you:

- during a period of engagement on shift, work night shift only; and
- remain on a night shift for a longer period than four successive weeks;

You will be paid 30% more than the nominal salary rate for all time worked during ordinary working hours on such night shifts in excess of four weeks.

3. REMUNERATION AND RELATED

3.1 CLASSIFICATION AND SALARY STRUCTURE

3.1.1 What is the salary structure at ARTC?

You will be appointed to one of the classifications below, based on your achievement of the appropriate competencies for the level according to the competency guides referred to in Appendix 2. For the purposes of this Agreement, your salary level is based on the Total Remuneration Package (TRP) shown in clause 3.1.2.1 for Infrastructure Maintainers. Work Group Leaders and Team Leaders will be appointed at the relevant TRP amount as specified in clause 3.1.2.2. Apprentices will be appointed at the relevant TRP amount as specified in clause 3.1.2.3. These rates are inclusive of the salary increases specified in clause 3.1.1.1

3.1.1.1 When are salary increases applicable?

During the nominal term of this Agreement you will receive the following salary increases on the first full pay period on or after the following dates:

- 4.5% upon commencement of the new Agreement
- 4% 12 months after the commencement of the new Agreement

In addition to the above, your TRP will be increased to incorporate the legislated changes to the superannuation guarantee rate.

3.1.2 What salary increases will I receive over the term of this Agreement?

3.1.2.1 Infrastructure Maintenance Staff:

Infrastructure Maintainer Level	Upon Commencement	12 months after commencement
Level 1	\$61,978	\$64,458
Level 2	\$68,701	\$71,450
Level 3	\$76,114	\$79,159
Level 4	\$79,710	\$82,899
Level 5	\$87,523	\$91,024
Level 5a (by appointment)	\$90,150	\$93,756
Level 5b (by appointment)	\$91,899	\$95,575

Hourly rates, exclusive of superannuation, are shown in Appendix 1

3.1.2.2 Supervisory Staff:

Work Group Leader	Upon Commencement	12 months after Commencement
	\$102,602	\$106,707

Team Leader	Upon Commencement	12 months after Commencement
	\$105,568	\$109,791

Hourly rates, exclusive of superannuation, are shown in Appendix 1

3.1.2.3 I'm an Apprentice, what is my salary?

Apprentices will be paid a yearly salary as per the table below:

Apprentice (Year)	Upon Commencement	12 months after Commencement
Year 1	\$39,770	\$41,361
Adult Year 1	\$44,742	\$46,532
Year 2	\$47,074	\$48,957
Adult Year 2	\$50,844	\$52,878
Year 3	\$59,294	\$61,666
Year 4	\$68,245	\$70,975

Hourly rates, exclusive of superannuation, are shown in Appendix 1

3.1.3 What is included in my Total Remuneration Package?

Your Total Remuneration Package is an annualised salary that includes:

- Annual leave loading;
- Superannuation Guarantee Contributions;
- All allowances; and
- A requirement to work at locations other than your designated work location.

Your Total Remuneration Package **does not** include:

- Overtime;

- Shift, weekend and public holiday rates;
- On-call and call-out payments; or
- Living away from home expenses.

3.1.4 What is the Competency Structure for levels 1 to 5 employees at ARTC?

You will be appointed to one of the levels in the salary structure at clause 3.1.2.1 based on your achievement of the appropriate competencies as listed in the competency guides referred to in Appendix 2.

If you are a Work Group Leader or Team Leader, you will be appointed in accordance with clause 3.1.2.2.

3.1.4.1 How do I apply for competency assessment?

Once you have completed all necessary log books, where required, and/or training for the competencies you want to be assessed against, you need to provide them to your Work Group Leader and Area Manager. They are to sign the log books to indicate you are ready for assessment. The Area Manager will then request from the relevant People representative for an assessment to take place.

If you are not assessed within 3 months of the request, once assessed competent, your competency progression will be effective from the date 3 months post the request for that assessment.

All other competency progression outcomes as a result of an assessment conducted within 3 months of the request, will be effective from the date of the successful assessment.

3.1.4.2 What if I don't have my log book (where required) and/or training records when I am due to be assessed?

You will not be assessed and you will not be entitled to back pay to this date. You must follow the correct procedure above to be entitled to any back pay for competency progression outcomes.

3.2 OVERTIME

3.2.1 Will I be required to work overtime?

Yes. ARTC may require you to work reasonable overtime at overtime rates and you will work overtime in accordance with such requirements.

3.2.2 What compensation will I receive for working overtime?

For all work done outside the nominated ordinary hours or spread of hours on Monday to Saturday, the rate of pay will be 1.7 times the nominal salary rate of pay. All overtime performed between midnight Saturday and midnight Sunday will be paid at double time.

Except as provided in this clause or clause 3.2.3 hereof in computing overtime, each day's work will stand alone. Day will mean all the time between the commencing time of one day, midnight, and the commencing time of the next succeeding day, midnight.

For the purposes of this clause, ordinary hours will mean the hours worked in accordance with clause 2.9 of this Agreement.

All overtime is calculated on your nominal salary rate. The hourly rate, when computing overtime, will be determined by dividing the appropriate weekly rate by 38, even including in cases when an employee works more than or less than 38 ordinary hours in a week.

3.2.3 What is the rest period after working overtime?

When overtime work is necessary it will, whenever reasonably practicable, be so arranged that you have at least 10 consecutive hours off duty between the work of successive days.

If you (excluding casual employees) work so much overtime between the termination of ordinary work on one day and the commencement of your ordinary work on the next day and you have not had at least 10 consecutive hours off duty between those times you will, subject to this clause, be released after completion of such overtime until you have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

3.2.4 What if I'm required to work without having had 10 consecutive hours off?

If on the instructions of ARTC you resume or continue work without having had 10 consecutive hours off duty, you will be paid at double rates until released from duty for such period and will then be entitled to be absent until you have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this clause will also apply in the case of shift workers.

It is agreed that the ten hour period referred to herein can be reduced to eight hours in the event that the reason arises consequent upon a derailment (which is expected to be repaired for a turnaround of less than 3 days), and then only in circumstances where the health and safety of the employee is not compromised as a result of the reduction.

3.2.5 What transport arrangements apply after working overtime?

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, ARTC will reimburse the employee for the cost of conveying the employee to their usual place of residence or to the nearest appropriate public transport. In the event that ARTC provides this conveyance, re-imburement will not apply.

3.3 TRAVELLING AWAY FROM HOME

3.3.1 Can I be required to work at locations which will temporarily require me to travel away from home and stay overnight?

Yes.

3.3.1.1 What happens if I am required to travel away from home and stay overnight?

If you are regularly rostered (e.g. migratory and regional teams), or if you are otherwise required to work at a location that does not permit you to return to your declared place of residence (home) each night, you will be compensated by ARTC.

3.3.1.2 What will I be paid when I am required to travel away from home and stay overnight?

If you are required to travel away from home and stay in paid accommodation overnight, you will be paid a daily expense payment with your fortnightly salary payment on the following basis:

- Breakfast \$24.66
- Lunch \$28.03
- Dinner \$49.30
- Accommodation \$107.10

as a total payment of \$209.09.

OR

ARTC will pay your meals and accommodation directly to the supplier of the services.

The daily expense payment will be increased as detailed below:

Expense type	Upon commencement	12 months after commencement
Breakfast	\$24.66	\$25.15
Lunch	\$28.03	\$28.59
Dinner	\$49.30	\$50.29
Accommodation	\$107.10	\$109.25
Total	\$209.09	\$213.28

Provided an accommodation expense is incurred per clause 3.3.1.1 or 3.3.1.2, payment for additional expenses will be calculated as follows:

Breakfast	Depart home depot before 0700 or return to home depot after 0800.
Lunch	Depart home depot before 1300 or return to home depot after 1400.
Dinner	Depart home depot before 1830 or return to home depot after 1830.
Accommodation	Depart home depot before 0100 or return to home depot after 0100.

3.4 CARRYING OUT HIGHER DUTIES

3.4.1 How will I be paid if I am carrying out higher duties?

If you are required to carry out higher duties at *Level 5* or as a *Work Group Leader* or *Team Leader*, you will be paid the salary applicable to the higher position for each full shift of acting in that position.

4. BALANCING WORK AND LIFE

4.1 ANNUAL LEAVE

4.1.1 What is my entitlement to Annual Leave?

If you are a full-time Employee, for each 12 months continuous qualifying service, you are entitled to four weeks annual leave per year which accrues progressively.

4.1.1.1 I work shift work and weekends, do I get additional annual leave?

You will be eligible for an additional week's leave if you are either:

- a) Rostered to work an average of two weekends (Saturday and Sunday) out of four over a three-month period you will receive an additional 1.25 days paid annual leave to a maximum of one additional week per 12-month period

OR

- b) A seven day shiftworker, regularly rostered to work on Sundays and public holidays

4.1.2 Under what methods can I take Annual Leave?

You may take either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays occurring therein. By agreement between ARTC and the employee concerned and the employee providing a minimum of two weeks' notice to ARTC of their request for

leave, annual leave may be taken in single day absences of up to a maximum of five days in any one year.

Where an employee requests that annual leave be allowed in one continuous period, such request will not be unreasonably refused. In the event of lack of agreement between the parties, the matter will be referred to the Dispute Settlement Procedure for determination.

In the circumstances where a public holiday falls within one day of a weekend or another public holiday, the provision of clause 4.1.9 may be altered by agreement between ARTC and a majority of employees affected under this Agreement, to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or ARTC, requests it.

Where annual leave is proposed to be given and taken in two periods, one of which is to be given in conjunction with the Christmas and New Year holidays, representatives of ARTC and employees will meet and agree the commencing and finishing dates for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives, the matter will be referred to the Dispute Settlement Procedure for determination.

4.1.3 How much leave can I accrue?

You can save (accrue) up to 8 weeks (10 weeks for shiftworkers) annual leave. If you wish to accrue more than 8 weeks (10 weeks for shiftworkers) annual leave, you must obtain agreement with your manager.

4.1.4 Can I cash out my annual leave without taking time off?

Yes. Your request will need to be in writing.

Your request for paid annual leave to be cashed out must not result in your remaining accrued annual leave entitlement being less than 4 weeks.

Each request to cash out annual leave must be by a separate written agreement between you and ARTC.

You will be paid the full amount that would have been paid had you taken the annual leave.

4.1.5 What proportionate leave applies on termination?

If your employment ends, any untaken annual leave owing to you will be paid to you in your final pay.

4.1.6 What happens if there is a break in my service?

Where you break the continuity of service by absence from work for any reason other than a reason set out in clause 4.1.7, the amount of leave which you would have been entitled under clause 4.1.1 will be reduced by 1/48 for each week or part

thereof during which any such time absence occurs and the amount of payment in lieu of leave to which any such absence occurs and the amount of payment in lieu of leave to which you would have been entitled under clause 4.1.8 will be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

No reduction will be made in respect of any absence unless ARTC informs you in writing of ARTC's intention to do so within fourteen days of the termination of absence.

4.1.7 How is continuous service calculated?

For the purposes of this clause, service will be deemed to be continuous notwithstanding:

- (a) Any interruption or determination of the employment by ARTC if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (b) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by ARTC; or
- (c) Any absence with reasonable cause, proof whereof will be upon the employee.

In cases of personal sickness or accident, or absence with reasonable cause, you will become entitled to the benefit of this clause. You will inform the company, in writing if practicable, within 24 hours of the commencement of such absence of your inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of your absence.

4.1.8 What will I be paid whilst on leave?

You will be paid at the rate attributable to your total annual remuneration package while on annual leave.

4.1.9 Is there an Annual Close Down?

Notwithstanding anything contained in this Agreement if leave is granted in conjunction with the Christmas/New Year holidays ARTC may either:

- Stand off without pay during the period of leave, any employee who has not yet qualified under clause 4.1.1;
- Stand off for the period of leave any employee who has not qualified under clause 4.1.1 hereof and pay them (up to the period of the leave then given) at a rate of 1/12 of an ordinary week's wages in respect of each five days continuous service (excluding overtime);
- Provided that where ARTC decides to close down the establishment at the Christmas/New Year period for the purpose of giving the whole annual leave due to all, or the majority of employees qualified for such leave, at least two months' notice of the intention to do so will be given to the employees.

4.1.10 When does leave commence when I'm on a distant job?

If you are still engaged on a distant job when annual leave is granted and you return by the first reasonable means of transport to your designated work location, annual leave will commence on the first full working day following your return to your designated work location.

4.1.11 Do I need to take leave?

The annual leave provided by this clause must be taken as leave and except as provided by clause 4.1.4, payment will not be made or accepted in lieu of annual leave.

4.1.12 What if I am sick whilst on annual leave?

If you are sick when you are on annual leave, you may apply to substitute sick leave for annual leave if you provide your manager with a valid medical certificate.

4.1.13 How do I notify of my annual leave preferences in advance?

You will need to post your leave preferences at least 12 months in advance, between 1 November and 31 December each year. Your manager will post approvals within a month to inform you if your annual leave preference is available.

4.1.14 What if I don't post my annual leave preferences in advance?

If you do not indicate a preference for annual leave, your manager will assign the dates of your annual leave. Notwithstanding clause 4.1.3, an employee can accrue up to 8 weeks (10 weeks for shiftworkers) annual leave before an employee has an excessive leave accrual which can result in a direction to take leave with notice of not less than 8 weeks or more than 12 months.

The objective of the process is to help ensure that a minimum of two weeks annual leave can be taken by employees with school age children within a recognised school holiday period and to ensure the equity in the allocation of annual leave rostering.

4.1.15 Can I take my annual leave at half pay?

Agreement may be reached between you and your manager which enables you to take twice as much annual leave on half pay.

Any Agreement to take twice as much annual leave at half pay will be recorded in writing and retained as an employee record.

You will continue to accrue annual leave at your ordinary hours for the period of annual leave on half pay.

4.2 PERSONAL LEAVE INCORPORATING SICK LEAVE AND CARER LEAVE

4.2.1 What is my personal/carer leave entitlement?

You are entitled to 10 days personal/carer leave per year in accordance with the *National Employment Standards*. Any unused personal/carer leave accrues.

If an employee has used their entitlement to paid carer's leave under the *Act*, then they may take up to two days unpaid carer's leave in accordance with the *Act*.

4.2.2 What is carer leave?

Carer leave is paid leave provided to you for the purposes of caring for an immediate family or household member who requires you to provide them care and support due to an illness, injury or an unexpected emergency affecting them.

4.2.2.1 What does “immediate family or household member” mean?

Members of your immediate family or household include:

- Your spouse (including former spouse, de-facto spouse and former de-facto spouse). A de-facto spouse means a person who lives with you on a bona fide domestic basis; and
- A child or an adult child (including an adopted child, stepchild or ex-nuptial child), parent, grandparent, grandchild or sibling, of you or your spouse.

4.2.3 What is personal leave?

Personal leave is paid leave taken when you are not fit for work because of a personal illness or personal injury.

4.2.4 How is personal/carer leave used?

Any personal/carer leave taken during a year will be debited against your accrued balance of personal/carer leave up to the maximum of your accrued balance.

You should advise ARTC in your leave application whether you are taking personal or carer leave.

4.2.5 What about sick leave?

In addition to your personal/carer leave entitlement, you are also entitled to additional sick leave if you have a long-term illness or injury subject to clause 4.2.5.2. Your additional sick leave entitlement will become available when all of your personal/carer leave entitlement has been used.

4.2.5.1 What do I do if I am sick or need to claim carer leave?

If you are unable to come to work due to personal illness or injury, or you are claiming carer leave, you should notify your manager within at least 1 hour of your rostered starting time and tell your manager when you expect to return to work. You must also provide evidence of your illness or injury, or the illness or injury of your immediate family or household member.

4.2.5.2 What happens if I am absent due to a long-term illness or injury ?

To access leave under this clause, you must provide a medical certificate that demonstrates you will be absent from work due to an identified persistent or recurring long-term illness or injury.

After utilising 6 weeks of this leave and following consultation with your treating doctor where permitted, ARTC may require you to attend and Independent Medical Examination (IME) with a medical practitioner. Where an IME is required, ARTC will provide you with a choice of 2 medical practitioners, where location and medical specialisation permit, to select from. The purpose of the IME is to understand how ARTC may assist your gradual return to work, should this be a possibility, assist ARTC with workforce planning for your role should you require extended leave and to support ARTC meet our obligations under the National Standard for Health Assessment of Rail Safety Workers.

Your entitlement to leave under this clause will endure for the period of absence indicated in medical certificates provided to ARTC as determined by the independent medical practitioner. However, should the medical evidence confirm you will be unable to return to work, your employment may be terminated. ARTC will not terminate your employment under this clause for a long-term illness or injury causing an absence of less than six months unless otherwise agreed with you. Based on medical evidence and business needs, ARTC will discuss redeployment opportunities with you and your chosen representative.

If medical evidence indicates there is a high likelihood you will be able to return to work unrestricted in your substantive role following six months of absence, additional leave will be granted.

Upon your return to work after accessing this leave, if your accrued personal/carer leave is zero, your balance will be increased to 3 days personal/carer leave to ensure you have access to personal/carer leave, if required, prior to your yearly entitlement becoming available.

Should your employment be terminated in accordance with this clause, you will receive the applicable termination notice or payment in lieu as per the National Employment Standards.

4.3 COMPASSIONATE AND BEREAVEMENT LEAVE

4.3.1 What are compassionate and bereavement leave and to what extent am I covered?

On each occasion on which a member of your “immediate family or household”:

- Contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life, a baby is stillborn or your spouse or defacto partner has a miscarriage you may take paid leave of up to 2 days; or
- Dies, you may take paid leave of up to 3 days paid bereavement/compassionate leave.

If you have a miscarriage, you may take paid leave of up to 2 days.

You must provide ARTC with satisfactory evidence of the illness, injury or death of the member of your family or household in order to receive payment for the leave taken.

4.3.2 What if I need leave to cover bereavement or compassionate circumstances for someone close to me but they are not an immediate family or household member?

If a person close to you dies but is not part of your “immediate family or household”, ARTC may allow you time off to attend the funeral by agreement with your manager.

4.4 PARENTAL LEAVE

4.4.1 Who is entitled to parental leave?

Instead of having to complete 12 months of service as per the *National Employment Standards*, you are entitled to 12 months of unpaid parental leave if you have completed 40 weeks continuous service with ARTC; and:

- (a) the leave is associated with:
 - (i) the birth of a child, being a child who is born to the employee or the employee’s spouse or de facto partner;
or
 - (ii) the placement of a child with the employee for adoption;and
- (b) you have or will have the responsibility for the care of the child.

To access paid or unpaid parental leave you must provide evidence consistent with ARTC’s Leave Policy, as amended from time to time. For the avoidance of any doubt, this policy is not incorporated into the Agreement.

4.4.2 Who is entitled to paid parental leave – primary carer?

Upon completion of 40 weeks continuous full or part time service, (at the time of expected start of commencement of leave) Employees are entitled to up to **14** weeks paid parental leave on **full pay** (28 weeks half pay).

Employees must be the Primary Carer of the child to be entitled to the Primary Carer entitlement.

This leave cannot commence later than 6 months after the birth of the child.

This leave will be reduced by any period of Secondary Carer's leave already taken by the Employee in relation to the birth.

4.4.3 Who is entitled to paid parental leave – secondary carer?

Upon completion of 40 weeks continuous full or part time service, (at the time of the birth) an Employee whose spouse or partner of the person with primary carer responsibility for the care of the child is entitled to up to 4 weeks' paid parental, in order to support their partner. This leave is to commence within 1 week of the birth.

4.4.4 Who is entitled to paid parental leave - stillbirth?

Employees eligible for unpaid and paid parental leave as outlined above remain entitled to each type of leave in the case of a Stillbirth.

4.4.5 Who is entitled to paid adoption leave?

Upon completion of 40 weeks continuous full or part time service, (at the time of expected start of commencement of leave) Employees are entitled to up to **14** weeks paid Parental leave on full pay (28 weeks half pay), upon the adoption of an eligible child.

Up to two days unpaid pre-adoption leave is available where other accrued leave is exhausted, for an Employee to attend interviews or examinations required to obtain approval to adopt an eligible child.

4.5 OTHER LEAVE

4.5.1 What leave am I entitled to if I am required to serve on a jury (jury duty)?

If you are required to attend for jury service you will be reimbursed by ARTC an amount equal to the difference between the amount paid in respect of such attendance for such jury service and the amount of wage that would have been paid in respect of the ordinary time worked had you not been on jury service.

You will notify ARTC as soon as practicable of the date upon which you are required to attend for jury service and will provide ARTC with proof of attendance, the duration of such attendance and the amount received in respect thereof.

4.5.2 Am I entitled to emergency services leave?

Yes. If you are a member of an emergency service (for example, Country Fire Service or State Emergency Services), you must advise your manager of the relevant details of your membership responsibilities. You should advise your manager immediately when notified that you are required for duty in an emergency.

When you return to work, you should provide proof of your attendance certified by an authorised representative of the emergency service to which you were attached. Wherever possible, times of attendance should be shown. Paid leave will be provided for such authorised absences. Unpaid leave will be provided in accordance with the *National Employment Standards*.

4.5.3 Can I take military leave?

Yes. Subject to legislative requirements, military leave may be granted to you if you are a volunteer part-time member of the Australian Defence Forces. ARTC will provide you with up to 10 days paid leave per year, based on the difference between your nominal salary rate of pay and the payment you receive as reserve pay.

4.5.4 Family and Domestic Violence Leave

ARTC is committed to supporting employees who are affected by domestic and family violence. Paid leave will be provided to employees who are victims of domestic violence and require time off work for medical and legal assistance, court appearances, counselling and relocation or to make other safety arrangements. Up to (10) days per calendar year will be available to be used in these circumstances.

All applications for Family and Domestic Violence leave will be managed in a confidential manner and in accordance with ARTC's leave policy as amended from time to time. For the avoidance of any doubt, this policy is not incorporated into the Agreement.

This leave applies to all categories of employees employed under this Agreement.

4.6 PUBLIC HOLIDAYS

4.6.1 What is my entitlement to public holidays?

You, (excluding a casual employee as defined), will be entitled to the following holidays without deduction of pay:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- The following days as prescribed in the relevant states, territories and localities: Australia Day, Anzac Day, King's Birthday and Labour Day; and
- One other day to be specified according to state or locality.

4.6.2 What if the public holidays fall on a weekend?

When the following public holidays fall on a Saturday or Sunday, a holiday in lieu will be observed:

- Christmas Day: a holiday in lieu will be observed on the 27th or 28th of December;
- Boxing Day: a holiday in lieu will be observed on the 28th of December;
- New Year's Day: a holiday in lieu will be observed on the next Monday.

Where in a state, or locality, public holidays are declared or prescribed on days other than those set out in clause 4.6.1, those days will constitute additional holidays for the purpose of the Agreement.

4.6.3 Can public holidays be substituted?

Yes. ARTC and the employees may agree to substitute another day for any prescribed day in this clause. For this purpose, the consent of an employee will constitute agreement.

An agreement pursuant to the above provisions of clause 4.6.2 will be recorded in writing and be available to every affected employee.

4.6.4 What will I be paid if I am required to work on a public holiday?

If you are required to work on a public holiday, you will be paid at the appropriate rate for all hours worked with a minimum payment of four hours at the appropriate rate.

Whenever any holiday falls on an employee's ordinary working day and you are not required to work on such day, you will be paid for the ordinary hours that you would have worked on such day had it not been a holiday.

If you are rostered to work on a public holiday, you will be paid at 250% of your nominal salary rate in accordance with clause 2.14.4.

If a public holiday, as defined in clause 4.6.1 falls on a week day within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there will be added to that period of leave one day being an ordinary working day for each such holiday observed aforesaid.

All holidays are to be computed in a manner consistent with the adopted method of implementation of rostering in accordance with clause 2.10.

If you return to your designated work location or finish a shift at the designated work location, not later than 0400 hours on any public holiday and you are not again booked for that day, you will be treated as having had a paid holiday.

If you are off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which you are entitled to claim sick pay, any holiday falling during such absence will not be treated as a paid holiday. In the instance, however, you are on or are available for duty on the working day immediately preceding a paid holiday or resume or are available for duty on the working day immediately following a holiday, you will be entitled to a paid holiday on such holiday.

Unless at your own request, you will not be booked off for a holiday at a foreign or a temporary designated work location.

Any holiday occurring during the period in which you are on long service leave will be calculated as portion of the long service leave and extra days in lieu will not be granted.

4.7 ARE CASUAL EMPLOYEES ENTITLED TO ANY PAID HOLIDAYS UNDER THIS AGREEMENT?

No, with the exception of Family and Domestic Violence leave as per clause 4.5.4.

4.8 LONG SERVICE LEAVE

4.8.1 What is my entitlement to Long Service Leave?

All employees covered by the Agreement will accrue an entitlement to Long Service Leave in accordance with the *South Australian Long Service Leave Act 1987*.

4.8.2 Can I cash in Long Service Leave?

Yes. You can cash in a portion of your Long Service Leave entitlement, in line with the provisions of the *South Australian Long Service Leave Act 1987*.

4.9 ON-CALL / LAHA LEAVE

4.9.1 Am I eligible for On-Call / LAHA leave?

You will be eligible for on-call / LAHA leave if:

- You are on-call for 10 weeks or more per year. You will be entitled to 1 leave day;
- You are on-call for 20 weeks or more per year. You will be entitled to 2 leave days;

- You are required to live away from home for work for 50 nights or more per year. You will be entitled to 1 leave day;
- You are required to live away from home for work for 100 nights or more per year. You will be entitled to 2 leave days.

4.9.2 When can I take the On-Call / LAHA leave?

On-call and LAHA will be reviewed every 12 months from the commencement of the Agreement. You will take the on-call / LAHA leave at any time within the 12 months of it becoming available, subject to mutual agreement between you and your Manager, and in consideration of the operational demands of the business.

4.9.3 What if I don't take the On-Call / LAHA leave within 12 months of it becoming available?

If you do not take the on-call / LAHA leave as paid leave within 12 months of it becoming available, you will lose it. On-call / LAHA leave does not accrue.

5. HEALTH WELLBEING AND ASSESSMENT

5.1 HEALTH ASSESSMENT

5.1.1 When do I have to have a medical?

As an employee of ARTC, you must comply with ARTC's requirements under the *National Standard for Health Assessment of Rail Safety Workers* including attending medical assessments.

5.1.2 Do I have to pay for these Health Assessments?

No. ARTC will pay the cost of all medical tests, including specialist tests undertaken at ARTC's direction, up to the time you are determined fit or unfit for duty.

5.1.3 When do I have to have my health assessment?

It is ARTC's intention that initial and follow up health assessments are conducted during normal working hours.

5.1.4 What happens to me if I am deemed unfit for work?

If your health assessment determines that you are temporarily unfit for your normal duties, ARTC will endeavour to provide you with suitable alternate duties. Where alternate duties are available, you will continue to be paid your total remuneration package for a period of up to 3 months provided there is an expectation that you will return to your full duties.

5.2 WORK CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

5.2.1 Will I be given clothes and PPE for work?

Yes, ARTC will provide you with work clothes and safety gear as detailed in clause 5.2.4.

5.2.2 Who is responsible for my issued work clothes and PPE?

You must correctly use and take reasonable care (including laundering) of all PPE and/or clothing provided to you by ARTC. Employees must at all times use the relevant PPE where a safety requirement exists.

5.2.3 What do I do if I need replacements for worn, defective or damaged work and safety gear?

If any of your issued work clothes or PPE are worn, defective or damaged, you should immediately report this to your manager or supervisor who will arrange replacements for you. Replacements will be on a fair wear and tear basis. Lost work clothing items and PPE will be replaced at ARTC's discretion.

5.2.4 What clothes and safety gear will I be given?

You will receive allocated work clothing which incorporates the ARTC logo where appropriate. The allocated work clothing is the only acceptable form of clothing for infrastructure maintenance employees. The allocated work clothing will include:

- a) 2 pairs of safety footwear;
- b) 5 shirts & 5 pairs of pants, or action back overalls, or coveralls (ARTC may increase this allocation based on your work patterns. For example, if you regularly work a roster pattern of 8 days on, 6 days off, you may be allocated 8 shirts and 8 pairs of pants etc.);
- c) 1 jacket or 1 pullover;
- d) 1 hat; and
- e) Any other safety gear necessary to do your job.

5.2.5 Who is responsible for washing my PPE and work clothes?

Laundering of work clothing is your responsibility unless ARTC policies provide otherwise.

5.2.6 Do I get to keep the work clothes and safety gear?

No. PPE and work clothing will remain the property of ARTC.

5.3 INCLEMENT WEATHER

5.3.1 What does “Inclement Weather” Mean?

“Inclement weather” will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, cold, high wind, severe dust storm, extremes of high temperature or the like of any combination thereof), by virtue of which it is either not reasonable or safe for employees exposed, to continue working whilst such inclement weather prevails.

5.3.2 How is an inclement weather situation managed?

If, owing to inclement weather conditions you are unable to work, you will be entitled to be paid for the time lost. It will be the sole responsibility of the employee in charge on the site of the work being carried out to determine whether or not and when work will cease owing to inclement weather conditions.

There will be no deduction of wages for time lost during inclement weather provided that any employee ceasing work of their own volition will not be entitled to payment for the time lost.

6. RECOGNISING YOUR CONTRIBUTION

6.1 TRAINING AND DEVELOPMENT

6.1.1 Will ARTC provide opportunities for learning and career development?

Yes. Recognising the performance focus of the business, opportunities for training will be provided by ARTC, subject to your manager's consideration of:

- your training needs and/or requirements;
- practical organisational impacts;
- any reasonable requests by you for development or change; and/or
- progression to the next level will be by natural progression once you have achieved the competencies of that level

in line with the competencies detailed in the competency structure guides referred to in Appendix 2 which enables the attainment of nationally recognised qualifications.

The combination of competencies required in the different work locations will vary in accordance with the operational needs of that location.

ARTC is committed to ensuring employees are provided with genuine developmental opportunities for progression within their classification stream up to level 4. Typically an employee is reasonably expected to meet the requirements of level 4 within 4 years.

ARTC and employees have a shared responsibility for competency achievement. Employees' advancement through the levels will be dependent upon the employee's willingness to actively participate in competency attainment, their capacity to

competently perform the work and successfully meet all competency assessment requirements.

ARTC is committed to providing genuine developmental opportunities for advancement to higher levels (level 5) which will result from the requirement / needs of the organisation for skills within the streams and the capacity of the employee to attain the required competencies and competently perform the work.

Progression to level 5a will result from a minimum of 120hrs or equivalent of 3 units of competency from any nationally accredited training package as identified by ARTC as relevant to business requirements.

Progression to level 5b will result from an additional minimum of 120hrs or equivalent of 3 units of competency from any nationally accredited training package as identified by ARTC as relevant to business requirements.

Individual Annual training plans will be developed through consultation with each employee to establish a plan for the year ahead. The training plans will indicate particular units of competence from the employee's respective classification level which are in line with ARTC's business needs, and allow for the opportunity for career progression. Employees will be provided with access to a copy of their individual training plan.

ARTC acknowledges that no employee will have their current level of pay downgraded as a result of the introduction of the new competency structure.

Upon the introduction of the new competency structure individual training plans will include all required competencies at or below the employee's current classification level, along with any competencies agreed between the employee and their manager. Employees will be required to complete the units of competence at or below their classification level prior to further progression occurring.

The competency structure guides may be updated from time to time where appropriate to reflect changes to the National Qualification Framework (NQF) and business needs. Any changes to the competency structure guide shall be by agreement with the relevant parties.

6.1.2 How do I get access to training opportunities?

You are required to participate in the development of ARTC's Personal Development Plans through which you and your manager will plan your training.

6.2 UNION DELEGATE TRAINING LEAVE

6.2.1 Will ARTC recognise Union delegates?

ARTC recognise Union delegates have a role to play within the workplace and will permit such delegates to perform their role without discrimination. That role is not to co-manage or hinder the efficient operation of the workplace.

The Unions will notify ARTC of their elected Union delegates to assist the facilitation of this clause.

This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement and ARTC policy and procedures.

6.2.2 I am a Union delegate, can I undertake trade union training?

ARTC will provide delegates with paid time off at the ordinary base rate of pay to acquire workplace relations knowledge and competencies intended to enable delegates to effectively participate in consultative structures, perform a representative role within the workplace and further the effective operation of the dispute settlement procedure. Paid time off will only be granted for attendance at approved courses that provide training specifically related to being a Union delegate.

Unions will identify training course content and provide to ARTC to ensure consistency with our policies and procedures. Unions will ensure that all training is delivered by appropriately qualified trainers. Unions will fund all costs associated with the development and delivery of workplace relations training programs.

Upon written application, employee delegates may be granted Union training leave totaling no more than 6 days paid leave to be shared between all the employee delegates in a calendar year (1 January to 31 December), provided that the delegates can be released from work, pending the operational requirements of ARTC. The Unions will provide ARTC a minimum of 28 days' notice of a proposed training course and provide details on the course content, location, dates, time and duration.

You may be required to satisfy ARTC of attendance at the course to qualify for payments of leave. Employee delegates granted leave pursuant to this clause must inform ARTC of the nature of the course attended and their learnings on it.

ARTC will not be liable for any additional costs (other than payment of wages at the ordinary base rate of pay) to the delegate whilst they are on leave.

Upon request and subject to approval pending operational requirements, delegates may be granted unpaid leave to attend Executive meetings, management committee meetings and union conferences.

6.3 BONUSES

6.3.1 Can I participate in ARTC's Bonus Plan?

Yes. If you are a permanent employee, you will be entitled to participate in the ARTC Bonus Plan, as amended from time to time.

7. CONSULTATION AND DISPUTE RESOLUTION

7.1 WILL I BE CONSULTED ON ANY MAJOR CHANGES HAPPENING AT ARTC?

Yes, where ARTC

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees;
- (b) or proposes to introduce a change to the regular roster or ordinary hours of work of employees, this clause will apply.

Major Change

7.1.1 For a major change referred to in paragraph 7.1 (a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change and
- (b) clauses 7.1.1.2 to 7.1.1.8 apply.

7.1.1.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

7.1.1.3 If

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

7.1.1.4 As soon as practicable after making its decision, the employer must:

- 7.1.1.4 (a) discuss with the relevant employees:
 - 7.1.1.4 (a) (i) the introduction of the change; and
 - 7.1.1.4 (a) (ii) the effect the change is likely to have on the employees; and
 - 7.1.1.4 (a) (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

7.1.1.4 (b) for the purposes of the discussion – provide, in writing, to the relevant employees:

- 7.1.1.4 (b) (i) all relevant information about the change including the nature of the change proposed; and
- 7.1.1.4 (b) (ii) information about the expected effects of the change of the employees; and
- 7.1.1.4 (b) (iii) any other matters likely to affect the employees.

7.1.1.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.1.1.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.1.1.7 If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 7.1.1(a) and clauses 7.1.1.2 and 7.1.1.4 are taken not to apply

7.1.1.8 In this term a major change is **likely to have a significant effect on employees** if it results in:

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

Change to regular roster or ordinary hours of work

7.1.2 For a change referred to in 7.1(b):

- 7.1.2(a) the employer must notify the relevant employees of the proposed change; and
- 7.1.2(b) clauses 7.1.2.1 to 7.1.2.5 apply.

7.1.2.1 The relevant employees may appoint a representative for the purposes of the procedures in this term.

7.1.2.2 If:

- 7.1.2.2(a) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
- 7.1.2.2(b) the employee or employees advise the employer of the identity of the representative

the employer must recognise the representative.

7.1.2.3 As soon as practicable after proposing to introduce the change, the employer must:

- 7.1.2.3(a) discuss with the relevant employees the introduction of the change; and
- 7.1.2.3(b) for the purposes of the discussion – provide to the relevant employees:
 - 7.1.2.3(b) (i) all relevant information about the change, including the nature of the change; and
 - 7.1.2.3(b) (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - 7.1.2.3(b) (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 7.1.2.3(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.1.2.4 However, the employer is not required to disclose confidential information or commercially sensitive information to the relevant employees.

7.1.2.5 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.1.2.6 in this term “relevant employees” means the employees who may be affected by a change referred to in clause 7.1.

7.2 CONSULTATION PROCESS

7.2.1 What is ARTC’s Consultation Process

We recognise that communication and participation are essential elements for the effective operation of ARTC.

ARTC will consult directly and/or through established committee structures, with employees and any persons nominated by an employee or employees to represent their interests.

We will convene a Consultative Committee (CC) designed to provide for the exchange of information and consultation.

In addition to the CC structures, other communication and consultative mechanisms may be developed to encourage workforce participation in the decision making process.

7.3 CONSULTATIVE COMMITTEE

7.3.1 What is the purpose of the Consultative Committee?

A Consultative Committee will be formed to assist management in the implementation of Best Practice initiatives consistent with the aims of this Agreement.

7.3.2 What is the composition of the Consultative Committee?

The Consultative Committee will consist of two (2) representatives of the workforce, elected by the workforce and two (2) representatives of management or such other equal numbers as agreed, who will meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce who are appropriately trained to undertake their responsibility.

The Consultative Committee will be required to keep minutes and to provide an agenda for each meeting.

In an effort to provide a new input to the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee

meetings. Such representatives may be from subcontracting companies who participate in the maintenance operations, or a representative of ARTC's management team.

7.3.3 What are the scope of tasks undertaken by the Consultative Committee?

The tasks to be undertaken by the Consultative Committee will include, but will not be limited to the following:

- Monitor and review the implementation of this Agreement and other local issues, with the exception of Work Health and Safety (WHS) issues which will be referred to the relevant WHS committee;
- Review and discuss ARTC's business objectives and performance and future business plans. The committee will also identify and recommend proposals and initiatives to improve business performance.

7.4 TOOL BOX MEETINGS

7.4.1 What are Tool Box Meetings and what is their purpose?

"Tool Box" meetings will be held monthly as a minimum for the purpose of discussing any matter concerning the general welfare of employees. Each meeting will be conducted by the individual supervisors and will involve each member of their immediate work team. Matters arising from the meetings, if not resolved at the time, will be processed through the relevant Work Group Leader.

7.5 DISPUTE SETTLEMENT PROCEDURE

7.5.1 What process do I follow to resolve a dispute in relation to my work with ARTC?

The following procedures will be used in order to prevent and settle disputes arising from this Agreement or in relation to the *National Employment Standards*.

The objectives of these procedures are to resolve disputes that arise under this Agreement or in relation to the *National Employment Standards* promptly, fairly and by direct consultation and/or negotiation at the workplace wherever possible.

Without prejudice to either party and except where a bona fide safety issue is involved, work will continue while matters in dispute are negotiated in good faith and in accordance with the procedures contained below.

ARTC and employees will attempt, wherever possible, to resolve the matter at the workplace level by taking the following steps as necessary:

- Step 1. The employee and a representative (at the employee's choice if requested) and their immediate manager will meet to try to resolve the matter. The relevant manager will endeavour to respond to the employee raising the matter within 48 hours, and advise of action being taken.

- Step 2. If the matter is not resolved, the parties will arrange further discussions involving more senior levels of management and a representative (at the employee's choice if requested). ARTC will endeavour to respond to the person raising the matter within 48 hours, and advise of action being taken.
- Step 3. If the matter is not resolved, further discussions will occur involving the employee and a representative (at the employee's choice if requested), and the employee's General Manager or nominee. ARTC will endeavour to respond to the person raising the matter within 48 hours, and advise of action being taken.
- Step 4. If the matter is not resolved, it may now be referred by either party to either:
- (a) The *Fair Work Commission*; or
 - (b) An independent mediator where agreed and appointed by both parties.

Where the parties agree or where required by law, dispute resolution by the *Fair Work Commission*, or an independent mediator, will be binding.

It is understood that the parties to this procedure will not have recourse to the formal processes of the *Fair Work Commission* until they have endeavoured to resolve the issues between them in full accordance with the procedures contained in this Agreement.

8. FLEXIBILITY TERM

8.1 INDIVIDUAL FLEXIBILITY ARRANGEMENT

8.1.1 Can the terms of this Agreement be varied?

Yes. ARTC and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms stipulated below in 8.1.2 of this Agreement.

8.1.2 What is an Individual Flexibility Arrangement?

An Individual Flexibility Arrangement is a written Agreement genuinely agreed to between you and ARTC. An Individual Flexibility Arrangement can vary the clauses in this Agreement regarding:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) remuneration; and
- f) leave and leave loading

ARTC will ensure that the terms of the Individual Flexibility Arrangement:

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

8.1.3 How do I make an Individual Flexibility Arrangement?

ARTC must ensure that the Individual Flexibility Arrangement:

- Is in writing
- Includes the name of ARTC and employee
- Is genuinely agreed
- Is signed by ARTC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- Includes details of:
 - The terms of the Agreement that will be varied by the arrangement;
 - How the arrangement will vary the effect of the terms;
 - How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- States the day on which the arrangement commences.

ARTC will give you a copy of your Individual Flexibility Arrangement within 14 days of it being signed.

8.1.4 How do I terminate (end) an Individual Flexibility Arrangement?

You may terminate your Individual Flexibility Arrangement by giving ARTC no more than 28 days written notice, or if ARTC and you agree in writing, at any time, after which time, your arrangements revert to the relevant provisions of this Agreement. If you wish to terminate your Individual Flexibility Arrangement with less than two weeks notice, you can do so by obtaining written agreement from ARTC.

8.1.5 Can ARTC terminate (end) my Individual Flexibility Arrangement?

Yes. ARTC may terminate your Individual Flexibility Arrangement by giving you no more than 28 days written notice, or if ARTC and you agree in writing, at any time, after which time, your arrangements will revert to the relevant provisions in this Agreement.

Appendix 1 – Hourly Rates

Level	Hourly Rate On commencement of new agreement	Hourly Rate 12 months after commencement
Level 1	\$28.294277	\$29.426449
Level 2	\$31.363469	\$32.618446
Level 3	\$34.747662	\$36.137769
Level 4	\$36.389312	\$37.845159
Level 5	\$39.956113	\$41.554394
Level 5A	\$41.155395	\$42.801610
Level 5B	\$41.953850	\$43.632023
Work Group Leader	\$46.839998	\$48.714018
Team Leader	\$48.194040	\$50.121929
Apprentice Year 1	\$18.155852	\$18.882177
Adult Apprentice Year 1	\$20.425676	\$21.242849
Apprentice Year 2	\$21.490283	\$22.349913
Adult Apprentice Year 2	\$23.211369	\$24.139933
Apprentice Year 3	\$27.068974	\$28.151842
Apprentice Year 4	\$31.155296	\$32.401599

Appendix 2 –Competency Structure

The competencies required for each classification level in clause 3.1.2.1 of this agreement shall be provided in the following guides:

- ARTC SA/WA Infrastructure Maintenance Competency Structure Levels 1 – 4
- ARTC Infrastructure Maintenance Competency Structure Level 5 (PEO-GL-027)

The competencies required will be aligned to the National Qualification Framework (NQF) and the business requirements.

The competency units and reference guides may be updated from time to time where appropriate to reflect any changes to the NQF and business needs. Any changes to the competency guides shall be by agreement with the relevant parties.

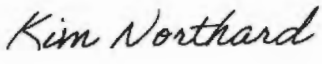
**ARTC SA/WA Infrastructure Maintenance
Enterprise Agreement 2023**

For Australian Rail Track Corporation Limited (ARTC):

As General Manager People & Culture I am authorised to sign this Agreement on behalf of the ARTC

Name in full: Kim Northard

Address: 180 Ann Street Brisbane, Qld 4000

Signature: 

Date: 24/04/2023

Witness: Merrilyn Beer

Signature: 

Position: Acting IR/ER Workforce Strategy Manager


For the Australian Rail Tram and Bus Industry Union – SA & NT branch

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: DARREN BRETT PHILLIPS

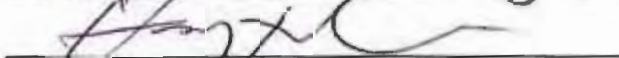
Position: BRANCH SECRETARY

Address: 63 LEDGER ROAD BEVERLET SA

Signature: 

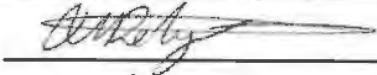

Date: 27-04-2023

Witness: Hayden Jones Boyle

Signature: 



For the Australian Rail Tram and Bus Industry Union – WA branch

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: JOSHUA ISAAC DEKUYER
Position: BRANCH SECRETARY
Address: UNIT 2/10 NASH ST, PERTH WA
Signature: 
Date: 28/04/2023
Witness: GEORGE JOHNSTON
Signature: 

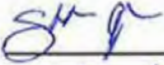
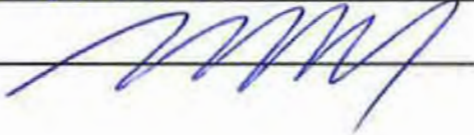
For the Australian Rail Tram and Bus Industry Union – National Office

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: Mark Diamond
Position: National Secretary
Address: 5.01/377 Sussex Street Sydney 2000
Signature: 
Date: 28 April 2023
Witness: Minna Davis
Signature: 
Address: 5.01/377 Sussex Street Sydney 2000

For the Australian Manufacturing Workers Union – SA branch

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: STUART GORDON
Position: ASSISTANT STATE SECRETARY - S.A
Address: 3761 Dale Street Port Adelaide
Signature: 
Date: 26/09/23
Witness: PAUL DOWNER
Signature: 

For and on behalf of the employees represented by an Individual Bargaining Representative

I am authorised to sign this Agreement by the position I hold within the Union and the authority granted to me in accordance with the rules of the Union and as a bargaining representative.

Name in full: Lyndon Thacker
Position: Infrastructure Maintainer
Address: 7 Emerald Street Murray Bridge

Signature: 
Date: 27/4/23
Witness: Merrilyn Beer
Signature: 
Address: c/o ARTC

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/1227

Applicant:

Australian Rail Track Corporation Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kim Northard, General Manager People and Culture, have the authority given to me by Australian Rail Track Corporation Ltd to give the following undertaking with respect to the ARTC SA/WA Infrastructure Maintenance Enterprise Agreement 2023 (“the Agreement”):

1. Clause 4.2.5.1 is replaced with:

What do I do if I am sick or need to claim carer leave?

If you are unable to come to work due to personal illness or injury, or you are claiming carer leave, you should notify your manager as soon as practicable (which may be a time after the leave has started) and tell your manager when you expect to return to work. You must also provide evidence of your illness or injury, or the illness or injury of your immediate family or household member.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Kim Northard

Signature

11/5/23

Date