



# DECISION

*Fair Work Act 2009*

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

**Australian Rail Track Corporation Ltd**  
(AG2025/2181)

## **ARTC NSW, SA AND WA INFRASTRUCTURE MAINTENANCE ENTERPRISE AGREEMENT 2025**

Rail industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 JULY 2025

*Application for approval of the ARTC NSW, SA and WA Infrastructure Maintenance  
Enterprise Agreement 2025*

### **Introduction**

[1] Australian Rail Track Corporation Ltd (**Employer**) has made an application for approval of an enterprise agreement known as the *ARTC NSW, SA and WA Infrastructure Maintenance Enterprise Agreement 2025 (Agreement)* pursuant to s.185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

### **Section 190 Undertakings**

[2] The Employer has provided written undertakings (**Undertakings**). A copy of the Undertakings is attached in Appendix 3 of the Agreement. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

### **Section 186, 187, 188 and 190**

[4] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

### **Section 183 Bargaining Representatives**

[5] The Australian Manufacturing Worker Union (AMWU) and the Australian Rail, Tram and Bus Industry Union (RTBU), being representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them.

[6] In accordance with s.201(2), I note that the Agreement covers the AMWU and the RTBU.

### **Approval**

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 July 2025. The nominal expiry date of the Agreement is 25 June 2027.



DEPUTY PRESIDENT

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Australian Rail Track Corporation

# ARTC NSW, SA and WA Infrastructure Maintenance Enterprise Agreement 2025

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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 NSW, SA and WA Infrastructure Maintenance Enterprise Agreement 2025 ("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 3.1.1, 3.1.1.1 or 3.1.1.2 of this Agreement and your designated work location is within New South Wales, South Australia or Western Australia.

### **1.1.3 Who is bound by this Agreement?**

This Agreement will be binding upon ARTC and infrastructure maintenance employees of ARTC employed in one of the classifications in clause 3.1.1, 3.1.1.1 or 3.1.1.2 of this Agreement whose designated work locations are within New South Wales, South Australia or Western Australia.

### **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 infrastructure maintenance employee, employed in one of the classifications listed in clause 3.1.1, 3.1.1.1 or 3.1.1.2, of Australian Rail Track Corporation whose designated work location is within New South Wales, South Australia or Western Australia.

‘*Mobilisation*’ means mobilising the Plant equipment and team from one site to another to carry out scheduled works

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

‘*Nominal Salary Rate*’ means an employee’s total annual remuneration package (TRP) less the applicable superannuation guarantee component.

‘*Non-Rostered Day*’ means a day where you have not been rostered to work your ordinary hours.

‘*Rostered Day*’ means a day that you have been rostered to work your ordinary hours.

‘*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 2.5 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*.

‘*TRP*’ means Total Remuneration Package, as described in clause 3.1.2.

## **1.2 OBJECTIVES AND OBLIGATIONS UNDER THIS AGREEMENT**

### **1.2.1 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.

### **1.2.2 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 DURATION OF AGREEMENT**

### **1.3.1 What is the duration of this Agreement?**

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

Negotiations for a replacement Agreement will commence at least six months prior to the nominal expiry date.

## **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 or 456 hours over an 84-day period (for employees based in SA or WA) on a permanent, fixed-term or temporary basis as provided for in this Agreement.

If you are employed within the Operations Plant team refer to clause 10.2.1

##### **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.

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.

### **2.2.1.4 What provisions relate to Casual employment?**

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

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 that apply to full-time and part time employees shall apply to casual employees.

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.

Offers and requests for casual conversion will be dealt with in accordance with the National Employment Standards.

## **2.3 WORK LOCATIONS**

### **2.3.1 Where will I be required to work?**

You will be assigned to a designated work location or a migratory team.

### **2.3.2 What is a migratory team?**

If you are assigned to a migratory team, you will be required to perform rostered work at various work locations as required by ARTC, which will require you to use temporary accommodation. For the purposes of this clause, ARTC will continue to recognise migratory employees with residential home stations. All new employees will be required to be based out of the designated work location for the team.



### **2.3.3 Can I be required to work at places other than my designated work location if I am not part of a 'migratory team'?**

Yes. You or your team may be rostered to start and finish work at different locations or worksites other than your designated work location to meet business needs. You may also be rostered to work at locations which will require temporary accommodation away from your home.

ARTC will initially call for suitably qualified volunteers to work away from home, however, if the required roster cannot be achieved because:

- there are not enough volunteers; and/or
- the appropriate skill mix is not achieved, then;

ARTC will roster you to work away from home to meet business needs.

You will not be required to work away from home for more than a total of 8 weeks in any calendar year and no more than 2 weeks in a 28 day period unless it is otherwise agreed.

### **2.3.4 Can ARTC permanently change my designated work location?**

Yes. Your designated work location may be changed to address changing business requirements. You will be consulted and offered assistance where necessary before your designated work location is changed. Your personal circumstances will be taken into account. You will be provided suitable notice of a proposed change to your designated work location.

### **2.3.5 What if my new designated work location requires me to move house?**

If your new designated work location is at a distance that requires you to move house, you will be provided relocation assistance consistent with ARTC policy.

### **2.3.6 What if I can't move house?**

If your designated work location is changed and you are unable on reasonable grounds to move house, ARTC will apply its Redundancy and Redeployment Policy. If a suitable position is not available through redeployment, you will be entitled to a redundancy payment. For the avoidance of doubt this Policy does not form part of this Agreement.

## **2.4 REDUNDANCY**

### **2.4.1 What is redundancy?**

Redundancy occurs where a position is no longer required by ARTC.

### **2.4.2 Will I be consulted if my position becomes redundant?**

Yes. ARTC will discuss with the employee(s) affected and their representatives, as soon as practical after making a firm decision that a position is redundant, the reasons for redundancy and any measures to avoid or minimise any adverse effects.

### **2.4.3 What will I be entitled to if my employment is terminated because my position is made redundant?**

You will be entitled to four weeks' notice or pay in lieu of notice. In addition, you will receive three week's pay for each year of service. ('Week's Pay' is defined as your TRP divided by 52.) If you have at least 1 year's continuous service, but less than 2 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

If you are aged 45 years or over, you will be entitled to an additional one week's pay in lieu of notice.

The above payments are subject to the total payment not exceeding the equivalent of one year's TRP.

### **2.4.4 If my position is made redundant, will I be allowed time off to look for work?**

Yes. If your position has been made redundant, you may be allowed up to one day's time off without loss of pay during each week of notice to look for another job, subject to business requirements. If you have been allowed more than one day's paid leave to seek another job during the notice period, you must provide proof of attendance at an interview if requested by ARTC. Otherwise, you will not be paid for the absence. A statutory declaration will be sufficient.

## **2.5 HOURS OF WORK**

### **2.5.1 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 (as per clause 2.6.3). The span of ordinary hours is from 0600 to 1800 Monday to Friday (inclusive), except where rostered according to clause 2.6. Where, by mutual agreement, you commence your shift between 0430 and 0600, penalties will not apply.

If you are employed within the Operations Plant team, refer to clause 10.2.1.

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

### **2.5.2 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.

### **2.5.3 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.

### **2.5.4 Can I accumulate my RDOs and add them to my annual leave?**

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

### **2.5.5 Do I have the right to disconnect?**

Yes. This clause provides a right to disconnect under section 333M of the Act. This includes:

- a) unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
  - (i) their employer outside of the employee's working hours,
  - (ii) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
- b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
- e) The general protections in Part 3-1 of the [Act](#) prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the [Act](#).

ARTC will not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

### **2.5.6 Are there exceptions to the right to disconnect?**

Clause 2.5.5 does not prevent ARTC from requiring you to monitor, read or respond to contact, or attempted contact, outside of working hours where:

- a) You are being paid the on-call allowance under clause 3.4.2
- b) You are eligible for the disturbance allowance under clauses 3.4.5 and 3.4.6
- c) Contact is to notify you that you are required to perform work or give other notice about the on-call or disturbance.
- d) Contact is to notify you of circumstances including recall to work under clause 3.4.3

## **2.6 ROSTERING**

### **2.6.1 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.

If you are employed within the Operations Plant team, refer to clause 10.3 for rostering provisions.

### **2.6.2 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.

### **2.6.3 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 4 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 if you are based in SA, WA or in the Operations Plant team;
- In order to meet operational requirements, you may be rostered to work in locations (in SA, WA or Operations Plant Team) that require your hours of work to be averaged over a three (3) month cycle, equivalent to 456 hours over 84 days. If this is the case then the maximum number of night and afternoon shifts does not apply.
- Weekend rosters will take into consideration the availability of competencies and volunteers;
- You will not be rostered to work within 10 hours of finishing your last shift;
- The maximum number of night shifts and afternoon shifts is:
  - 1 week of night shifts in a 28 day period; or
  - 2 weeks of afternoon shifts in a 28 day period; or
  - 1 week of both afternoon and night shifts in a 28 day period.
  -

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.

#### **2.6.4 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, the employee, where practical, should not be required to work more than 5 hours without a break.

#### **2.6.5 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.

## 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 below for the respective infrastructure maintainer level. These rates are inclusive of the increases specified in clause 3.1.3.

<b>Infrastructure Maintainer Level</b>	<b>On commencement</b>	<b>12 months after commencement</b>
Level 1	\$73,396	\$76,332
Level 2	\$81,357	\$84,612
Level 3	\$90,136	\$93,742
Level 4	\$98,953	\$102,912
Level 5	\$104,657	\$108,844

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

#### 3.1.1.1 I'm a Civil Work Group Leader or Team Leader based in South Australia or Western Australia, what is my salary?

Work Group Leaders and Team leaders based in South Australia and Western Australia only will be paid a TRP as per the table below. These rates are inclusive of the increases specified in clause 3.1.3.

	<b>On commencement</b>	<b>12 months after commencement</b>
Work Group Leader South Australia and Western Australia only	\$121,501	\$126,362
Team Leader South Australia and Western Australia only	\$125,013	\$130,014

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

### 3.1.1.2 I'm an Apprentice, what is my salary?

Apprentices will be paid a TRP as per the table below. These rates are inclusive of the increases specified in clause 3.1.3.

Apprentice (Year)	On commencement	12 months after commencement
Year 1	\$47,098	\$48,982
Adult Year 1	\$52,985	\$55,105
Year 2	\$55,746	\$57,976
Adult Year 2	\$60,210	\$62,619
Year 3	\$70,218	\$73,027
Year 4	\$80,818	\$84,051

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

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.

### 3.1.2 What is included in my Total Remuneration Package?

Your Total Remuneration Package includes your salary and all payments under any award including:

- Annual leave loading;
- Super 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.

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

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 commencement of the new Agreement

TRP's listed in the 'On commencement' column in the tables under clauses 3.1.1, 3.1.1.1 and 3.1.1.2 are inclusive of the superannuation guarantee increase effective 1 July 2025. Any future legislated changes to the superannuation guarantee rate will result in an increase to the TRP's.

### **3.1.4 What is the Competency Structure at ARTC?**

You will be appointed to one of the levels in the salary structure at clause 3.1.1 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 based in South Australia or Western Australia you will be appointed in accordance with clause 3.1.1.1 and Apprentices will be appointed in accordance with clause 3.1.1.2.

### **3.1.5 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 /Team 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 8 weeks of the request, once assessed competent, your competency progression will be effective from the date 8 weeks post the request for assessment.

All other competency progression outcomes as a result of an assessment conducted within 8 weeks of the request, will be effective from the date of the successful assessment.

### **3.1.6 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. You will be required to work reasonable overtime to meet ARTC's business requirements.

### **3.2.2 What compensation will I receive for working overtime?**

All overtime is calculated on your nominal salary rate. Overtime required and approved by ARTC will be paid at time and one half for the first 3 hours, and double time for each hour worked after that, for work performed Monday to Saturday.

You will be paid double time for all approved overtime performed on a Sunday.

You will be paid double time and a half for all approved overtime performed on a public holiday.

You will be paid a minimum of 4 hours overtime for overtime that is not attached to a rostered shift.



### **3.2.3 What will I be paid when I travel?**

Travel time will occur either within your roster or you will be paid at overtime rates.

## **3.3 *SHIFTS, WEEKENDS AND PUBLIC HOLIDAYS***

### **3.3.1 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).

### **3.3.2 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.

### **3.3.3 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.

### **3.3.4 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.

### **3.3.5 What if I work overtime while I am on ‘shift work’ or on a Saturday, Sunday or Public Holiday?**

If you are not rostered to work shifts or on a Saturday, Sunday or Public Holiday, but you are required to work one of these as overtime:

- You will be paid at time and one half for the first 3 hours, and double time for each hour worked after that, for work performed Monday to Saturday.
- You will be paid double time for all approved overtime performed on a Sunday.
- You will be paid an ordinary day’s pay at single time, plus time and one half for all approved overtime performed on a public holiday. Where the overtime shift exceeds the normal rostered shift length, you will be paid double time and one half for the extra hours. For example if you are normally rostered for an 8 hour period and work an overtime shift of 12 hours you will be paid double time and one half for the additional 4 hours worked.

You will not be paid other penalties on top of the overtime penalties.

### **3.4 ON-CALL / CALL-OUT**

#### **3.4.1 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 and volunteers and fatigue management principles.

#### **3.4.2 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 \$50 per rostered day, or \$100 when on-call for a non-rostered day or \$120 for a 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.

#### **3.4.3 What will I be paid for a call-out?**

If you are recalled to work, you will be paid for the call-out for a minimum of 4 hours. For the purpose of the minimum payment, the first 3 hours will be paid at time and one half, and then at double time except that:

- a) Any time worked on a Sunday will be paid at double time; and,
- b) Any time worked on a public holiday will be paid at time and one half in addition to the day's pay that you otherwise receive. If a call out exceeds your rostered shift length you will be paid double time and one half for the additional hours worked.

The above payments will be calculated on your nominal salary rate.

#### **3.4.4 What if the call-out is longer than 4 hours?**

If you are recalled on a call-out and it extends beyond the minimum 4 hour payment period, you will be paid for the time worked from the time you are called until you return home.

#### **3.4.5 What if I am disturbed while on-call?**

If when on-call, you are contacted outside your rostered hours you may be able to resolve the job task remotely without the need to travel, a Disturbance Allowance will be paid.

If after attempting to complete the task remotely travel is then required, the full period will be considered a call-out.

#### **3.4.6 What will I be paid for a disturbance?**

A disturbance Allowance will be paid at a minimum of one-hour at 150% on Monday to Saturday and 200% on Sunday, calculated on the employee's nominal salary.

An employee is not eligible for both a call-out and Disturbance Allowance.

### **3.5 TRAVELLING AWAY FROM HOME**

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

Yes.

#### **3.5.2 What happens if I am required to travel away from home and stay overnight?**

If you are regularly rostered (eg. 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.

#### **3.5.3 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 your designated work location and stay overnight, you will be paid a daily expense payment with your fortnightly salary payment on the following basis:

- Breakfast \$26.29
- Lunch \$29.88
- Dinner \$52.56
- Accommodation \$114.17

as a total payment of \$222.90

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:

<b>Expense type</b>	<b>On commencement of new agreement</b>	<b>12 months after commencement</b>
Breakfast	\$26.29	\$27.35
Lunch	\$29.88	\$31.08
Dinner	\$52.56	\$54.67
Accommodation	\$114.17	\$118.74
Total	\$222.90	\$231.84

Provided an accommodation expense is incurred per clause 3.5.2 or 3.5.3, 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.

### **3.6 CARRYING OUT HIGHER DUTIES**

#### **3.6.1 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.

### **3.7 INCLEMENT WEATHER**

#### **3.7.1 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 thereto to continue working whilst such inclement weather prevails.

#### **3.7.2 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. Provided that 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.

## **4. Balancing Work and Life**

### **4.1 ANNUAL LEAVE**

#### **4.1.1 Who is entitled to paid annual leave?**

If you are a full time Employee, for each 12 months continuous qualifying service, you are entitled to 152 hours (4 weeks) annual leave per year, which accumulates progressively during the year.

#### **4.1.2 I work shift work and weekends, do I get additional annual leave?**

For the purposes of the National Employment Standards you will be eligible for an additional week's leave if either you are:

- a) rostered to work an average of 2 weekends (Saturday *and* Sunday) out of 4 over a 3 month period you will receive an additional 1.25 days paid annual leave, assessed quarterly, to a maximum of 1 additional week per 12 month period;  
OR
- b) A seven day shiftworker, regularly rostered to work on Sundays and public holidays, or regularly performs permanent night shiftwork

#### **4.1.3 I work in a regional, resleeper or resurfacing team, what is my entitlement to annual leave?**

For employees who work an average of 456 hours over 84 days, specifically where you take annual leave, you will not be disadvantaged by losing the additional 1.25 days that would not normally accrue due to the taking of annual leave in that period.

#### **4.1.4 What will I be paid when I am on annual leave?**

You will be paid your Total Remuneration Package while on annual leave.

#### **4.1.5 Do I receive any additional payments while I am on annual leave?**

No. Your Total Remuneration Package includes compensation for annual leave loading.

#### **4.1.6 What happens to my unused annual leave when my employment ends?**

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

#### **4.1.7 How much leave can I accrue?**

You will be deemed to have an excessive leave accrual if you have accrued more than 8 weeks (10 weeks for shiftworkers) annual leave.

#### **4.1.8 What if I am sick while I am 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.

#### **4.1.9 How do I notify my annual leave preferences?**

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 you have been successful.

#### **4.1.10 What if I don't post my annual leave preferences in advance?**

If you do not indicate a preference for annual leave and you have an excessive leave balance, your manager will assign the dates of your annual leave following a discussion with you.

The objective of this process is to help ensure that a minimum of 2 weeks annual leave can be taken by employees with school age children within a recognised school holiday period and to ensure equity in the allocation of annual leave rostering.

#### **4.1.11 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.

#### **4.1.12 Am I expected to take annual leave?**

Yes. You are expected to take your annual leave entitlement in the year it becomes available.

### **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 2 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.

### **4.2.3 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.

### **4.2.4 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.

### **4.2.5 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.

### **4.2.6 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 4.2.8. Your additional sick leave entitlement will become available when all of your personal/carer leave entitlement has been used.

### **4.2.7 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 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 consistent with ARTC’s Leave Policy.

### **4.2.8 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.

ARTC will be guided by the medical evidence provided by the employees treating doctor, independent medical practitioner and/or ARTC's CMO in granting additional leave for long-term illness or injury. All information, records and files associated with the leave will be managed confidentially in accordance with the requirements of the Privacy Act 1988.

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 and 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 PUBLIC HOLIDAYS**

#### **4.4.1 What is my entitlement to public holidays?**

You are entitled to paid leave for gazetted public holidays which currently includes:



- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day

or any other day, or part-day, as is gazetted by the state, to be generally observed within the state or locality, as a public holiday.

#### **4.4.2 What if the public holidays fall on a weekend?**

For the purposes of this Agreement:

- Where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively; or
- Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day; or
- Where New Year's Day falls on a Saturday or a Sunday the following Monday will be observed as New Year's Day;

and the said Saturday and/or Sunday will not be deemed to be holidays unless gazetted from time to time by the relevant State Government.

#### **4.4.3 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 4.4.1 and 4.4.2 will be recorded in writing and be available to every affected employee.

### **4.5 NSW ADDITIONAL DAY OF LEAVE**

#### **4.5.1 What is the additional day of leave?**

If you are based in New South Wales you are entitled to 1 additional day of paid leave each year, as a stand-alone day that is separate from annual or long service leave.

#### **4.5.2 When can I take the additional day of leave?**

You will take the additional day of leave at any time of the calendar year, within the year that it becomes available. That is, from 1 January to 31 December, subject to mutual agreement between you and your Manager, and in consideration of the operational demands of the business.

#### **4.5.3 What if I don't take the additional day of leave between 1 January and 31 December?**

If you do not take the additional day as paid leave in the year that it becomes available, you will lose it. You are only entitled to 1 additional day of leave per calendar year; the additional day does not accrue.

### **4.6 ON-CALL / LAHA LEAVE**

#### **4.6.1 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.

#### **4.6.2 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.

#### **4.6.3 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 within 12 months of it becoming available, you will lose it. On-call / LAHA leave does not accrue.

### **4.7 LONG SERVICE LEAVE**

#### **4.7.1 What is my entitlement to long service leave?**

New South Wales based employees long service leave will accrue in accordance with the provisions of the *NSW Long Service Leave Act*.

South Australia and Western Australia based employees long service leave will accrue in accordance with the *South Australia Long Service Leave Act 1987*.

## **4.8 PARENTAL LEAVE**

### **4.8.1 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.

### **4.8.2 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.

### **4.8.3 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.

### **4.8.4 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.

#### **4.8.5 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.

### **4.9 OTHER LEAVE**

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

You will be granted special leave with pay to attend court for the purposes of jury service. On receipt of a summons to attend jury service you must immediately inform your manager and provide further details once your jury service commitment is known. If you are dismissed from jury service soon after reporting, you should immediately contact your manager for directions.

If you attend court in answer to a jury summons during any period when required to be on duty, you must, after discharge from jury service, provide your manager with a certificate issued by the Sheriff or Registrar of the court. The certificate should detail your attendance/s and any payment/s made to you.

On receipt of the certificate of attendance, you will be granted special leave on full pay, if you have been paid out-of-pocket expenses only, or where paid a court fee, the difference between the court fee and your ordinary rate of pay.

If you attend court while on leave or a non working day, you will not be paid by ARTC for that day. You may retain any fees paid by the court in lieu of ARTC payment.

#### **4.9.2 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*.

#### **4.9.3 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 ordinary pay and the payment you receive as reserve pay.

#### **4.9.4 Am I able to take time off work to give blood?**

Yes. If you are a registered blood donor, you are permitted, at the convenience of ARTC, to donate blood during working hours without loss of pay, on no more than 4 occasions per year. You must seek prior approval from your manager.

#### **4.9.5 Am I entitled to bone marrow or kidney donor's leave?**

If you are a registered Australian bone marrow or kidney donor, you are entitled, at the convenience of ARTC, to 5 days paid leave to donate bone marrow or a kidney. You must provide a valid medical certificate, and must obtain prior approval from your Manager.

### ***4.10 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 twenty (20) 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.

## **5. Health, Wellbeing and Safety**

### **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 or are diagnosed with a medical condition.

#### **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);
- 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.

## **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.

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 career progression. Employees will be provided with access to a copy of their individual training plan.

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 Performance Development Plans through which you and your manager will plan your training.

## **7. Consultation and Dispute Resolution**

### **7.1 CONSULTATION TERM**

#### **7.1.1 Will I be consulted on any major changes happening at ARTC?**

Yes, where ARTC:

7.1.1.1 (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

7.1.1.1 (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees,

this clause will apply

#### **Major change**

7.1.1.2 For a major change referred to in paragraph 7.1.1.1(a):

7.1.1.2 (a) the employer must notify the relevant employees of the decision to introduce the major change; and

7.1.1.2 (b) subclauses 7.1.1.3 to 7.1.1.9 apply.

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

7.1.1.4 If:

7.1.1.4 (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

7.1.1.4 (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

7.1.1.5 (a) discuss with the relevant employees:

7.1.1.5 (a) (i) the introduction of the change; and

7.1.1.5 (a) (ii) the effect the change is likely to have on the employees; and

7.1.1.5 (a) (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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

7.1.1.5 (b) (i) all relevant information about the change including the nature of the change proposed; and

7.1.1.5 (b) (ii) information about the expected effects of the change on the employees; and

7.1.1.5 (b) (iii) any other matters likely to affect the employees.

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

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

7.1.1.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 7.1.1.2 (a) and subclauses 7.1.1.3 and 7.1.1.5 are taken not to apply.

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

7.1.1.9 (a) the termination of the employment of employees; or

7.1.1.9 (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

7.1.1.9 (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

7.1.1.9 (d) the alteration of hours of work; or

7.1.1.9 (e) the need to retrain employees; or

7.1.1.9 (f) the need to relocate employees to another workplace; or

7.1.1.9 (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

7.1.1.10 For a change referred to in paragraph 7.1.1.1(b):

7.1.1.10 (a) the employer must notify the relevant employees of the proposed change; and

7.1.1.10 (b) subclauses 7.1.1.11 to 7.1.1.15 apply.

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

7.1.1.12 If:

7.1.1.12 (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

7.1.1.12 (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

7.1.1.13 (a) discuss with the relevant employees the introduction of the change; and

7.1.1.13 (b) for the purposes of the discussion--provide to the relevant employees:

7.1.1.13 (b) (i) all relevant information about the change, including the nature of the change; and

7.1.1.13 (b) (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

7.1.1.13 (b) (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

7.1.1.13 (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).

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

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

7.1.1.16 In this term **"relevant employees"** means the employees who may be affected by a change referred to in subclause 7.1.1.1.

## **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 Local Consultative Committees (LCC's) and Multi-State Consultative Committee (MSCC) designed to provide for the exchange of information and consultation.

Other communication and consultative mechanisms may be developed to encourage workforce participation in the decision making process.

### **7.2.2 What is a Local Consultative Committee (LCC)?**

Each LCC will comprise up to 10 people as agreed, with representation of employees and senior local management, across relevant Provisioning Centres.

The LCCs will determine the frequency and schedule of meetings but at a minimum will meet at least 4 times a year or as otherwise agreed between the members of the committee.

Employee representatives will include those employees who are nominated by the employees relevantly affected by the committee.

LCCs will 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.

The Committee will 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.

ARTC will also give prompt consideration to issues raised by employees and/or their nominated representatives on their behalf.

Members of ARTC management or persons nominated by an employee or employees to represent their interests, may from time to time, participate in meetings of LCCs.

### **7.2.3 What is the process for nominating an employee representative to the local consultative committee?**

For clarity, when an employee or employees covered by this Agreement is or are permitted to nominate or elect a person or persons to act as their representative(s) for the relevant purposes of this Agreement, that nomination or election need not be formal or in writing and can be effected by informal means.

### **7.2.4 What is a Multi-State Consultative Committee (MSCC)?**

The MSCC will comprise up to ten (10) people as agreed, with representation of Employees and senior local management.

The MSCC will comprise up to a maximum of five (5) employees from NSW, a maximum of two (2) employees from South Australia and a maximum of one (1) employee from Western Australia.

The MSCC will determine the frequency and schedule of meetings but at a minimum will meet at least three (3) times a year or as otherwise agreed between the members of the committee.

Employee representatives will include those Employees who are nominated by the Employees relevantly affected by the MSCC.

MSCC will monitor and review the implementation of this Agreement, issues escalated from LCC's and other multi-state issues, with the exception of Work, Health and Safety (WHS) issues which will be referred to the relevant Safety committee.

The Committee will review and discuss ARTC's business objectives, performance and future business plans.

The Committee will also identify and recommend proposals and initiatives to improve business performance.

ARTC will also give prompt consideration to issues raised by Employees and/or their nominated representatives on their behalf. Matters that cannot be resolved at the local level are to be referred to the relevant Executive member for consideration.

Members of ARTC management or persons nominated by an Employee or Employees to represent their interests, may from time to time, participate in meetings of the MSCC.

### **7.2.5 What is the process for nominating an employee representative to the multi-state consultative committee?**

When an employee or employees covered by this Agreement is or are permitted to nominate or elect a person or persons to act as their representative(s) for the relevant purposes of this Agreement, that nomination or election needs to be in writing.

## **7.3 DISPUTE SETTLEMENT PROCEDURE**

### **7.3.1 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.

An employee who is party to the dispute may appoint a representative at any step during the dispute settlement process.

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 and in clause 2.5 of this Agreement.

#### **8.1.2 What is an Individual Flexibility Arrangement?**

An Individual Flexibility Arrangement is a written document genuinely agreed to between you and ARTC. An Individual Flexibility Arrangement can vary the clauses in this Document 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 Enterprise 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.

Requests for and responses to flexible working arrangements will operate in line with s65 and s65A of the Fair Work Act 2009.

#### **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 employee agree in writing, at any time, after which time, your working conditions will revert to the relevant provisions in this Agreement.

If you wish to terminate your Individual Flexibility Arrangement with less than 2 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 employee agree in writing, at any time, after which time, your working conditions will revert to the relevant provisions in this Agreement.

## **9. Trade Union Activities**

### **9.1. WORKPLACE DELEGATES**

#### **9.1.1 Who is a Workplace Delegate?**

ARTC recognises that you are entitled to be represented by a delegate's organisation. A delegate's organisation is an employee organisation that can appoint or elect a delegate to represent you

Employees that are eligible to be represented under this clause 9, are members and employees who are eligible to be members of the delegates organisation and who are employed by ARTC.

A workplace delegate must give ARTC written notice that they have been appointed or elected as a workplace delegate. If ARTC requests, your workplace delegate must provide ARTC evidence that would satisfy a reasonable person of their appointment or election.

If your workplace delegate ceases to be your delegate, they must give ARTC written notice within fourteen (14) days.

#### **9.1.2 Do I have a Right to be Represented?**

Yes. ARTC recognises a workplace delegate may represent the industrial interests of eligible employees who wish to be represented in the following matters:

- (a) Consultation about major workplace change;
- (b) Consultation about changes to rosters or hours of work;
- (c) Resolution of disputes;
- (d) Disciplinary process;
- (e) Enterprise bargaining where they have been appointed as a bargaining representative or appointed or elected by a delegate organisation; or
- (f) Any process or procedure within this Agreement or ARTC policy which concerns, if you are an eligible employee, your industrial interests.

#### **9.1.3 Can my workplace delegate communicate with me during my ordinary hours of work?**

Yes. If you are an eligible employee, your workplace delegate can communicate with you during working hours or work breaks or before or after work. This also includes discussing membership of the delegate's organisation and their ability to represent eligible employees. Your Workplace Delegate can communicate with you during work hours or work breaks or before or after work unless the communication impacts the safe working of operations.

#### **9.1.4 What access to the workplace and workplace facilities does my workplace delegate have?**

ARTC will provide the workplace delegate with the following:

- (a) a room or area to hold discussions that are private with eligible employees;
- (b) a noticeboard;
- (c) by email and ARTC provides eligible employees with access to email;
- (d) a lockable and secure document storage area; and
- (e) office facilities.

ARTC does not need to provide the above facilities if, given operations, it is impractical to do so.

#### **9.1.5 I am a workplace delegate; can I undertake training?**

Yes. ARTC will provide workplace delegates with paid time off at the ordinary base rate of pay for up to five (5) days for initial training and at least one (1) day each year subject to the following:

- (a) From 1 July each year, ARTC will provide paid time off for training for a total of nine (9) workplace delegates (equivalent to approximately 1 delegate per 30 eligible employees) ;
- (b) The number of eligible employees will be determined as the number of eligible employees at the time of the training request who are Full-time or part-time employees or regular casual employees;
- (c) A workplace delegate will be paid their nominal salary rate during the working hours that they are at training when they would ordinarily be performing their ordinary hours of work;
- (d) A workplace delegate must give ARTC at least 28 days' notice of the dates of training, unless the parties agree to less. The workplace delegate must tell ARTC the dates, nature, starting and finishing time of the training as well as the training provider;
- (e) ARTC should advise the workplace delegate no less than two (2) weeks before the training if their absence for such training is approved. Approval should not be unreasonably withheld;
- (f) Within seven (7) days of attending the training, the workplace delegate must provide ARTC with evidence that would satisfy a reasonable person that they attended the training.

#### **9.1.6 What does my workplace delegate need to do to ensure this clause 9 can operate?**

ARTC recognises your workplace delegate. However, in order for them to exercise their rights, they need to do the following:

- (a) Comply with their normal duties and obligations as an employee of ARTC;
- (b) Comply with ARTC's policies and procedures including ARTC's Code of Conduct;
- (c) Do not hinder, obstruct or prevent the normal performance of work; and
- (d) Do not hinder, obstruct or prevent employees exercising their rights of freedom of association.

Nothing in this clause 9 requires ARTC to provide a workplace delegate with individual employee details.

Clause 9 of this Agreement does not require an eligible employee to be represented by a workplace delegate.

## **9.2 UNION EXECUTIVE MEETINGS**

### **9.2.1 Can I attend union executive meetings?**

Yes. ARTC will allow for up to 4 union delegates to be provided with up to 5 days paid leave each year to attend executive meetings arranged by the union. Delegates will have to apply for paid leave through their manager and provide a copy to the Senior Manager People Partnering.

The union will provide details of the executive meeting to ARTC before such leave will be granted. Such leave will be subject to business requirements and must be approved by ARTC before it is taken.

ARTC is not responsible for travel and other expenses.

## **10 Operations Plant Team**

### **10.1 APPLICATION OF THIS SECTION**

#### **10.1.1 Who is covered by this section?**

If you are employed within the Operations Plant team and are covered by this Agreement, the provisions in this section also apply to you.

If there is an inconsistency between sections 1 to 9 of this Agreement and this Operations Plant team section, this section will apply.

#### **10.1.2 What is covered by this section?**

If you are employed within the Operations Plant team, this section explains the following provisions:

- Hours of Work
- Rostering
- Higher TRP Arrangements

### **10.2 HOURS OF WORK**

#### **10.2.1 What are my ordinary hours of work?**

If you are a full-time employee, you will be rostered to work an average of 456 hours over 84 days. Ordinary hours of work can be worked throughout the 24 hours on any day of the week, Saturday, Sunday and Public holidays inclusive.

We will endeavour to evenly balance the 456 hours across each month over the 84-day period.

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

#### **10.2.2 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.

#### **10.2.3 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.

#### **10.2.4 Can I accumulate my RDOs and add them to my annual leave?**

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

## **10.3 ROSTERING**

### **10.3.1 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.

### **10.3.2 Can I be required to work at places other than my designated work location?**

Yes. ARTC's business requirements mean that you will be rostered to work away from your residential home station in line with clause 2.3.2.

### **10.3.3 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 of the Works Program. The maximum number of times your rostered days can be changed is 3 in a 28-day period except in the event of an emergency or in unforeseen circumstances. You will be consulted about changes to your ordinary hours' rostered days.

Your rosters will take account of:

- Ordinary shifts to be worked by an employee will be of a maximum length of 12 hours;
- Ordinary shifts to be worked by an employee will be of a minimum length of 4 hours;
- The maximum number of consecutive shifts you may be required to work is 12 however blocks of 14 days will be rostered where required to meet works schedule and mobilisation requirements. The minimum break following a 14-day block will be 4 consecutive days off except by mutual agreement;
- You will not be rostered to work within 10 hours of finishing your last shift.
- Except by mutual agreement, you will not be rostered to work more than 2 weekends in a defined 28-day period, excluding periods containing a major possession or closedown where an additional weekend may be required, and a maximum of 3 weekends in a row (for the purposes of this clause only, 'weekend' means either a Saturday, a Sunday or both Saturday and Sunday)

ARTC's rostering will take into consideration 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.

#### **10.3.4 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, the employee, where practical, should not be required to work more than 5 hours without a break.

#### **10.3.5 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.

### **10.4 HIGHER TRP ARRANGEMENTS**

#### **10.4.1 Am I eligible for a Higher TRP arrangement?**

Despite any other provision of this Agreement, ARTC may, at our discretion from time to time, elect to pay an employee employed within the Hunter Valley Plant team, a higher TRP than would otherwise be payable under this Agreement (HTRPA) by providing the employee written notice of the application of the arrangement. The minimum period for a HTRPA is 3 months.

You can elect to decline a HTRPA. If you do so, you can utilise an Individual Flexibility Arrangement (IFA) should you choose to incorporate shift penalties or loadings into your TRP throughout the life of this Agreement. This will be calculated on a quarterly basis.

Whilst you are paid under a Higher TRP Arrangement the following provisions of this Agreement will not apply:

- a) Any provision that deals with wages, shift penalties, or loadings of any type; and
- b) Any provision that deals with when work is performed, save for clauses 10.2 and 10.3 of the Agreement

For the avoidance of doubt, ARTC will ensure, through quarterly reconciliations, that your remuneration when paid under a HTRPA exceeds the remuneration that you would otherwise have been entitled to under this Agreement had the HTRPA not been in place but still applying the Plant teams hours of work and rostering clause.

Overtime and living away from home expenses will not be incorporated into the HTRPA.

## Appendix 1 – Hourly Rates

Level	Hourly Rate On commencement of new agreement	Hourly Rate 12 months after commencement
Level 1	\$33.057931	\$34.380480
Level 2	\$36.643414	\$38.109851
Level 3	\$40.597626	\$42.222069
Level 4	\$44.569029	\$46.352302
Level 5	\$47.137910	\$49.024118
Work Group Leader South Australia and Western Australia only	\$54.724657	\$56.914351
Team Leader South Australia and Western Australia only	\$56.306341	\$58.559238

Apprentice (Year)	Hourly Rate On commencement of new agreement	Hourly Rate 12 months after commencement
Year 1	\$21.212942	\$22.061844
Adult Year 1	\$23.864616	\$24.819687
Year 2	\$25.108337	\$26.112806
Adult Year 2	\$27.118923	\$28.204046
Year 3	\$31.626452	\$32.891884
Year 4	\$36.400914	\$37.857173

The hourly rates listed in the tables above are exclusive of superannuation.

## **Appendix 2 – Competency Structure**

The competencies required for each classification level in clause 3.1.1 of this agreement shall be provided in the following guides:

- ARTC NSW Infrastructure Maintenance Competency Structure Levels 1 – 4 (PEO-GL-026)
- ARTC SA/WA Infrastructure Maintenance Competency Structure Levels 1 – 4 (PEO-GL-028)
- 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 NSW, SA and WA Infrastructure Maintenance Enterprise Agreement 2025**

### **For Australian Rail Track Corporation Limited (ARTC):**

As General Manager Organisational Capability, I am authorised to sign this Agreement on behalf of the ARTC

Name in full: Jennifer Turner

Address: 20 Newton Street Broadmeadow, NSW, 2292

Signature: 

Date: 4/07/2025

Witness: Merrilyn Beer

Signature: 

Position: Manager Employment Relations

Address: 20 Newton Street Broadmeadow, NSW, 2292

### **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: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**ARTC NSW, SA and WA Infrastructure Maintenance Enterprise Agreement  
2025**

**For Australian Rail Track Corporation Limited (ARTC):**

As General Manager Organisational Capability, I am authorised to sign this Agreement on behalf of the ARTC

Name in full: Jennifer Turner

Address: 20 Newton Street Broadmeadow, NSW, 2292

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

**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: Alexander Claassens

Position: National Secretary

Address: Suite 510, 377-383 Sussex St, Sydney, NSW, 200

Signature: A. Claassens

Date: 4/7/2025.

Witness: Koody Williams - National Industrial Officer

Signature: KW

Address: Suite 5.01, level 5, 377 Sussex St Sydney NSW

**For the Australian Manufacturing Workers Union**

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 PLUNKETT  
Position: ASSISTANT STATE SECRETARY  
Address: 53-61 DALE STREET PORT ADELAIDE  
Signature: M Plunkett  
Date: 3 July 2025  
Witness: SUE THOMAS  
Signature: Sue Thomas  
Address: 53-61 DALE STREET PORT ADELAIDE SA 5015

**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: Randall Day  
Position: Team Leader  
Address: 11 Sir Donald Bradman Dr, Keswick Terminal SA 5035  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

**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: Caleb Brennan

Position: Infrastructure Maintainer

Address: 150 Wingewarra St, Dubbo NSW 2830

Signature: 

Date: 04.07.25

Witness: Gary Moore

Signature: 

Address: 1020 Nelson Bay Rd, Fern Bay N.S.W 2295

## Appendix 3

### IN THE FAIR WORK COMMISSION

**FWC Matter No:**

AG2025/2181

**Applicant:**

Australian Rail Track Corporation

Section 185 – Application for approval of a single enterprise agreement

**Undertaking – Section 190**

I, Marilyn Beer, Acting General Manager Organisational Capability, have the authority given to me by Australian Rail Track Corporation to give the following undertakings with respect to the ARTC NSW, SA and WA Infrastructure Maintenance Enterprise Agreement 2025 (“the Agreement”):

1. For clarity, employees within the Operations Plant team will be entitled to overtime in line with clause 3.2 of the Agreement for work performed in excess of their ordinary hours.
2. For clarity, employees within the Operations Plant team will be entitled to shifts, weekends and public holidays in line with clause 3.3 of the Agreement.

**Employee Name:** Marilyn Beer

A handwritten signature in black ink, appearing to read 'Beer', with a stylized flourish extending from the left.

**Signature**

**Date:** 16 July 2025