



# DECISION

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

**Australian Rail Track Corporation Ltd**  
(AG2018/5534)

## **AUSTRALIAN RAIL TRACK CORPORATION (VICTORIA) INFRASTRUCTURE MAINTENANCE ENTERPRISE AGREEMENT 2018**

Rail industry

COMMISSIONER LEE

MELBOURNE, 24 JANUARY 2019

*Application for approval of the Australian Rail Track Corporation (Victoria) Infrastructure Maintenance Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Rail Track Corporation (Victoria) Infrastructure Maintenance Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Rail Track Corporation Ltd. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 January 2019. The nominal expiry date of the Agreement is 31 January 2022.



COMMISSIONER

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2018/5534

**Applicant:**

Australian Rail Track Corporation

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Nathan Farr, General Manager People of Australian Rail Track Corporation give the following undertakings with respect to the Australian Rail Track Corporation (Victoria) Infrastructure Maintenance Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Australian Rail Track Corporation to provide this undertaking in relation to the application before the Fair Work Commission.
2. In respect of Employees covered by the Agreement, Australian Rail Track Corporation undertakes that:
  - a) Notwithstanding Clauses 29(a) and 29(b) of the Agreement, employees are entitled to annual leave in accordance with the National Employment Standards.
  - b) Despite the provisions in Clause 10.4(b) and 10.4(c) of the Agreement, the employer will apply the National Employment Standard According to their terms consistent with the decision in *Workpac Pty Ltd v Skene* [2018] FCAFC 131.
  - c) Notwithstanding Clause 48 of the Agreement, employees are entitled to notice of termination in accordance with the National Employment Standards.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

11/1/2019

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**Date**

Australian Rail Track Corporation

**Australian Rail Track Corporation  
(Victoria) Infrastructure  
Maintenance Enterprise  
Agreement 2018**

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

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## 1 TITLE

This workplace agreement shall be known as the *Australian Rail Track Corporation (Victoria) Infrastructure Maintenance Enterprise Agreement 2018* (“Agreement”).

## 2 COVERAGE

This Agreement covers all employees employed by ARTC who have a designated work location within Victoria and who are employed in any of the classifications referred to in clause 13.

## 3 COMMENCEMENT AND TERM OF AGREEMENT

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

## 4 DEFINITIONS

For the purposes of this agreement:

**Act** means the *Fair Work Act 2009* (Cth).

**Agreement** means the Australian Rail Track Corporation (Victoria) Infrastructure Maintenance Enterprise Agreement 2018.

**ARTC and Employer** means Australian Rail Track Corporation Limited ACN 081 455 754.

**Construction Site** means a site where work is undertaken and is not part of the annual works plan and the project value equal to or greater than \$2.6m. The parties agree to consult where required to clarify whether work to be undertaken is considered to be construction activity for the purposes of this clause.

**Continuous Shiftworker** means an employee that is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and

- is regularly rostered to work those shifts; and
- regularly works on Saturdays, nights, afternoons and morning shifts, Sundays and/or public holidays.

**Designated Work Location** means the location you are appointed to and where you are ordinarily expected to report for duty.

**Employee** means a person(s) covered under this Agreement performing work in Victoria under a classification described in clause 13 of the Agreement.

**Employee Representative** means an employee that has been nominated by a fellow employee or employees to act as a representative.

**FWC** means Fair Work Commission

**Hourly Rate** means the base hourly rate attributable to your ordinary hours worked.

**Immediate Family** means an employee's spouse, and the employee's or the employee's spouse's child, parent, grandparent, grandchild or brother or sister. This includes a de facto



partner (regardless of gender), former spouses and former de facto partners, and those to whom the employee has a step or adoptive relationship.

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

**Ordinary Fortnightly Wage** means your base wage relating to ordinary hours worked.

**Ordinary Hours** means the hours of work described in clause 22 of this Agreement.

**Overtime** means work performed outside of or in addition to an employee's ordinary hours.

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

**Rostered Day Off (RDO)** means a non-working day derived through sufficient accumulation of ordinary work time.

**Rostered Employee** means an employee that has agreed with ARTC to perform 'rostered work'.

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

**Week's Pay** means your weekly wage calculated on your base hourly rate and ordinary hours.

## 5 OBJECTIVES UNDER THIS AGREEMENT

The main objectives of this Agreement are:

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

- vi. Achieving continuous improvement in the operations and service delivery of ARTC.

Employee objectives include:

- a) Act as an integral and professional member of ARTC by effectively discharging your responsibilities;
- b) Be accountable and responsible for your decisions and actions;
- c) Deliver long-term customer satisfaction by utilising your skills, including those endorsed or nominated by ARTC;
- d) Commit to implementing ARTC's critical focus on productivity;
- e) Participate fully in relevant joint problem solving exercises at the workplace;
- f) Act ethically, constructively and co-operatively with employees, customers and business associates of ARTC; and
- g) Work safely, in consideration of the health and safety of yourself and others.

## **6 FLEXIBILITY**

- (a) ARTC and an employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the clauses in the agreement regarding:
  - (A) parental leave;
  - (B) long service leave;
  - (C) arrangements about when work is performed,
  - (D) Overtime rates
  - (E) Penalty rates
  - (F) Allowances
  - (G) Remuneration
  - (H) Leave and leave loading
- (ii) the arrangement meets the genuine needs of ARTC and employee in relation to 1 or more of the matters mentioned in clause 6(a); and
- (iii) the arrangement is genuinely agreed to by ARTC and employee.
- (b) ARTC must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the *Act*; and
  - (ii) are not unlawful terms under section 194 of the *Act*; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

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

## **7 CONSULTATIVE AND COMMUNICATION PROCESS**

### **7.1 Consultative Committee**

- (a) ARTC, its employees and their nominated representatives understand the value of regular and constructive communication to ensure and improve the overall operation and development of ARTC and work environment of the employees.
- (b) To ensure this regular communication, and to minimise conflict in the workplace, the parties agree to establish a Consultative Committee to communicate and address a range of workplace issues.
- (c) The Committee shall monitor and review the implementation of this Agreement and other local issues, with the exception of Work Health and Safety (WHS) issues which shall be referred to the relevant WHS committee.

The employees on the "Consultative Committee" shall be nominated by employees covered under this Agreement. The make-up of the committee shall be determined to provide a broad spread, both geographically and discipline.

The committee will meet once every quarter either by dialling in or attendance in person, subject to approval from the direct manager.

Training for people on the committee will be provided as required by ARTC.

The underlying purpose of the committee is to have effective communication with the workforce. The committee is not a decision making body but may make recommendations. The Consultative Committee will provide a written report to the Group Executive Interstate Network promptly after each meeting for consideration of issues raised.

## **7.2 Consultation Term**

7.2.1.1 (a) Where ARTC 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

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

this clause will apply

### **Major change**

7.2.1.2 For a major change referred to in paragraph 7.2.1.1(a):

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

7.2.1.2 (b) subclauses 7.2.1.3 to 7.2.1.9 apply.

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

7.2.1.4 If:

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

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

the employer must recognise the representative.

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

7.2.1.5 (a) discuss with the relevant employees:

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

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

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

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

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

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

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

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

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

7.2.1.8 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 7.2.1.2 (a) and subclauses 7.2.1.3 and 7.2.1.5 are taken not to apply.

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

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

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

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

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

7.2.1.9 (e) the need to retrain employees; or

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

7.2.1.9 (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

7.2.1.10 For a change referred to in paragraph 7.2.1.1(b):

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

7.2.1.10 (b) subclauses 7.2.1.11 to 7.2.1.15 apply.

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

7.2.1.12 If:

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

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

the employer must recognise the representative.

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

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

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

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

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

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

7.2.1.13 (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).

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

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

7.2.1.16 In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause 7.2.1.1.

## **8 RECOGNITION OF REPRESENTATIVE**

- (a) An employee may appoint a person to be their representative in relation to any matter arising under this Agreement. If ARTC requests, the appointment must be made in writing.
- (b) ARTC must not refuse to recognise an employee representative duly appointed by an employee and/or employees as described in 8(a).
- (c) Where at the discretion of employees, an Employee Workplace Representative or Union Delegate (**EWR/UD**) is elected, ARTC will recognise the EWR/UD as being a person who has rights and obligations in accordance with the Act.
- (d) The EWR/UD will be allowed reasonable time during working hours that is considered necessary to carry out business associated with his/her role as the EWR/UD, provided any business will relate to this Agreement and pertain to the employer/employee relationship. The EWR/UD will not allow the required duties/tasks as an employee to suffer due to being an elected EWR/UD.
- (e) The relevant manager will make available for the free use by the EWR/UD, a telephone, computer and/or facsimile on the occasions it is requested as a means for seeking external advice on matters pertaining to this Agreement or the employer/employee relationship.

## **9 CONTINUITY OF SERVICE**

As consequence of any functions or activities being performed by ARTC or its successors, assignees or transmittes, Employees who continue their employment with ARTC or their successor, assignee or transmittee shall have their service with the previous Company, including service recognised by a previous Company, count for all purpose with ARTC, including salary progression where applicable, the maintenance of all accrued entitlements including pro rata accruals with the previous companies transferring with the Employee. This includes sick leave, annual leave, annual leave loading, long service leave, rostered days off or their equivalent, public holidays, employee travel passes and any other accrued entitlements.

## **10 CONTRACT OF EMPLOYMENT**

Types of employment categories under this Agreement:

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

### **10.1 Full-time Employment**

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

### **10.2 Part-Time Employment**

- (a) An employee may be engaged to work on an ongoing part-time basis involving a regular pattern of hours which on average will be less than 38 hours per week.
- (b) The agreed hours shall be the contracted hours of work. Contracted hours can only be varied in writing, by agreement between the employee and ARTC.
- (c) The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (d) A part-time employee who is required by ARTC to work in excess of the hours agreed upon in accordance with clause 10.2(b), will be paid overtime in accordance with clause 26.
- (e) Where the part-time employee's normal paid hours fall on a public holiday prescribed in this Agreement and work is not performed by the employee, such employee will not lose pay for the day. Where the employee works on the holiday, such employee will be paid the public holiday rate prescribed by this Agreement.

### **10.3 Temporary Employment**

A temporary employee may be employed on a full-time or part-time basis:

- a) For a term in excess of three months if agreed; but not more than 12 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 period of the employment or the parameters and expected duration of the project.

### **10.4 Casual Employment**

- a) Employees employed on a casual basis are engaged on an hourly contract of service. Provided however, that no casual employee under this clause shall be employed for less than four hours in any one shift.
- b) A casual employee for working ordinary time shall be paid per hour 1/38 of the prescribed actual weekly rate for the work performed, plus 25% for all purposes. This 25% loading compensates casual employees for the non-receipt of annual leave, personal/carers leave, compassionate leave, parental leave, jury service, public holidays not worked, severance pay and notice of termination.



- c) Where a casual employee has been engaged for a period of 6 months and during which time has worked the equivalent time of a full-time Employee ARTC shall review the ongoing need for the work and determine whether there is an ongoing permanent position required or whether there is a fixed term position required.
- d) If a fixed term position is determined, ARTC shall offer the casual employee the opportunity to elect to have their employment converted to temporary employment for the duration of the identified fixed term position.

## **10.5 Employee Duties**

- (a) An employee shall perform such work as ARTC shall reasonably require, provided the employee has been trained to the level of skill required to perform such duties and has been assessed as having the appropriate skills.
- (b) Where training is required to enable the employee to undertake any varied duties, the employee shall undertake such training so that they are able to perform duties within their classification in this Agreement. The Classification of the employee's position will be reviewed prior to the training being undertaken.

## **10.6 Probation**

- (a) The employment of all new employees shall be subject to a six (6) month probationary period.
- (b) Employees will be advised of the standards of performance and conduct expected.
- (c) During the probation period, employees shall be provided with written feedback within the first three months concerning their employment, which shall be given by their supervisors/local manager. The employee will also be given the opportunity to supply written comment on their probationary feedback.

## **11 TRANSMISSION OF BUSINESS**

In the event of ARTC selling, transmitting, assigning or otherwise transferring the whole part of the business in which Employees covered by this Agreement are employed, and in the event of Employees being offered employment in the business by a new employer upon the terms and conditions of employment of this agreement with continuity of entitlements and at the same location, then ARTC will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees arising from the transmission or transfer.

## **12 WAGE INCREASE**

### **12.1 Increases & timing**

During the nominal term of this Agreement, you shall receive a 2.5% increase:

- a) Upon commencement of the new Agreement

- b) 12 months after commencement of the new Agreement
- c) 24 months after commencement of the new Agreement

### 13 CLASSIFICATION AND PAY

#### 13.1 Classification

ARTC shall remunerate employees under the Classification and hourly rates of pay as described below. These rates are inclusive of the increases specified in clause 12.1:

Classification Level	Hourly Rate (\$)		
	Year 1	Year 2	Year 3
Level 1	26.20	26.86	27.54
Level 2	27.95	28.65	29.37
Level 3	29.72	30.47	31.24
Level 4	31.44	32.23	33.04
Level 5	33.17	34.00	34.85
Level 6	34.95	35.83	36.73
Level 7	37.75	38.70	39.67
Level 8	40.52	41.54	42.58
Level 9	43.31	44.40	45.51
Level 10a	46.11	47.27	48.46
Level 10b	46.87	48.05	49.26
Level 10c	47.88	49.08	50.31
Level 11	48.93	50.16	51.42
Level 12	51.72	53.02	54.35
Junior Apprentice 1st year	22.73	23.30	23.89
Adult Apprentice 1st Year	26.21	26.87	27.55
Junior Apprentice 2nd Year	26.21	26.87	27.55
Adult Apprentice 2nd Year	27.96	28.66	29.38
Apprentice 3rd Year	29.71	30.46	31.23
Apprentice 4th Year	33.20	34.03	34.89

The above hourly rates do not include an allowance for the following:

- Annual leave loading;
- Superannuation Guarantee Contributions.

These shall be paid at the applicable rate(s) as per this Agreement or Government legislation.

- (a) Competency Structure set out in Appendix 1 shall apply to the employment of employees covered by this Agreement.

- (b) Re-classification of employees shall be based on the achievement of competencies identified for each level, including those required to qualify for a particular pay level within the Competency Structure. Payment for the achievement of higher competencies will be determined by the predetermined automatic progression levels or by reference to the business needs of the enterprise which shall be dependent upon the employee being engaged in a position which requires the attainment of higher competencies, above any automatic progression levels.
- (c) Automatic progression shall be up to level 4. Typically an employee is reasonably expected to meet the requirements of level 4 within two years. An employee shall be provided with an appropriate training programme to assist them in achieving this progression.

### **13.2 Acting in a Higher Position**

- (a) An employee who is requested to work at a level which attracts a higher rate of pay than his/her ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.
- (b) Where the work is for a period of two (2) hours or more, the payment shall be for a minimum of eight (8) hours.
- (c) An employee may be placed on the allocation of work on either a higher or lower grade or level to an employee where circumstances require; provided that ARTC is satisfied the employee is capable, trained or qualified to perform the work allocated.
- (d) When an employee has acted in a higher classified position for a period, or periods, of six (6) months or longer (in any continuous twelve (12) month period), the employee shall receive a personal classification to the higher level position. This shall only apply where the higher position is vacant with no permanently appointed incumbent.

### **13.3 Salary Sacrificing**

- (a) Employees may salary sacrifice their salaries in any legal form, consistent with ARTC's salary sacrificing policies as applicable from time to time, provided that there is no additional employment cost to ARTC.
- (b) For employees seeking individual advice, the cost of any individuals sacrificing advice from taxation or financial advisers, costs of any fringe benefits tax payable and costs for setting up any individual arrangements shall be borne by the employee.
- (c) The annual salary of the employee (prior to salary sacrifice) shall remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.
- (d) An employee may enter into a salary sacrificing arrangement with regard to the State Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

**13.4 Adult Apprentices**

- (a) An adult employee whose employment is subject to this Agreement may be offered the opportunity of undertaking an Apprenticeship/Traineeship. If such an employee agrees to become an Apprentice/Trainee, that employee shall have their base rate of pay maintained at their rate of pay which applied to them prior to that employee commencing their apprenticeship (Maintained Rate of Pay). For the avoidance of doubt:
  - (i) any allowances applicable to the employee shall be paid at the relevant rate applicable to apprentices/trainees; and
  - (ii) the Maintained Rate of Pay shall increase in accordance with clause 12.
- (b) Once the Maintained Rate of Pay of an employee is equal to or less than the applicable Apprentice/Trainee rate, the employee shall be paid at the applicable Apprentice/Trainee rate.

**14 ALLOWANCES**

**14.1 Electrical Licence Allowance**

Payment of an 'E' Grade Electrical License allowance will be made to all qualified electrical tradespersons who hold a current licence and who are required to use that qualification in the day-to-day performance of their duties. This allowance shall be paid in accordance with the rates in this clause, which have been adjusted in line with clause 12.1.

<b>Electrical Licence (\$) per weekly</b>		
Year 1	Year 2	Year 3
33.56	34.40	35.26

**14.2 Trailer Towing Allowance**

An allowance is payable to an employee in respect of each week that employee is driving a truck which is towing a trailer. This applies to appropriately qualified employees in Grades 1, 2, 3, and 4 only. This allowance shall be paid in accordance with the rates in this clause, which have been adjusted in line with clause 12.1.

<b>Trailer Towing Allowance (\$) per day</b>		
Year 1	Year 2	Year 3
5.09	5.22	5.35

**14.3 Meal Allowance**

- (a) An employee is entitled to a meal allowance on each occasion that the employee is entitled to a rest break associated with a ten hour (or longer) shift.

- (b) If an employee has provided a meal on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus, they shall be paid the prescribed meal allowance for the meal or meals which they provided. The allowance payable is as follows:

<b>Overtime Meal Allowance (\$)</b>		
Year 1	Year 2	Year 3
13.96	14.31	14.67

- (c) An employee that is called back to work and performs work at any time within the spread of hours for their normal meal times in the table below, shall be entitled to a meal allowance according to the relevant meal as follows:

<b>Meal Interrupted</b>	<b>Meal Time</b>	<b>Allowance \$</b>
Breakfast	0600 - 0900	15.00
Lunch	1130 - 1430	15.00
Dinner	1730 - 2030	20.00

#### **14.4 On Call Allowance**

An employee may be requested to be rostered to be on-call. When on-call you shall be required to attend call-outs to meet ARTC's business requirements. An employee who is requested and agrees to be rostered and is rostered by ARTC to be on call to answer call outs shall be paid an allowance of \$24 per rostered shift and \$54 for a non rostered shift. To be paid the on call allowance, the employee must be ready, willing and available to be contactable and attend a callout during the period they are required to be on call. If an employee is rostered to be on call and for genuine reasons is no longer available to be rostered they must contact their supervisor as soon as they become unavailable.

An employee that is on call and attends a call out as requested will be paid the call out payments described in subclause 26.3 in addition to the On Call Allowance.

All employees are expected to be contactable so they can be requested to attend a call out regardless of whether they are on an On Call Roster or not.

### **15 CONSTRUCTION ALLOWANCES**

#### **15.1 Site Allowance**

- (a) The undermentioned rates apply to employees who perform duties on a specific rail related construction project for the time they are engaged in

activities (non-maintenance) supporting the work being undertaken on the defined site.

- (b) Site allowance shall be paid for “Construction Works” only. “Maintenance Upgrade Works” are considered general railway activities and shall not attract any specific project allowance. Furthermore, site allowances shall not be claimed on any project where the project value is below \$2.6m.

Project Value \$m	Site Allowance \$Per Hour
2.6 - 6.8	2.50
6.8 - 16.7	2.94
16.7 - 33.7	3.37
33.7 - 67.3	3.81
67.3 - 134.7	4.25
134.7 - 201.9	4.68
201.90 – 269.1	4.74
269.1 – 403.8.7	5.62

- (c) For Projects above \$403.87 million, there shall be an increment of 10 cents per additional \$100m or part thereof.
- (d) The rates shall be reviewed no later than one year of the commencement of the agreement and thereafter for each subsequent year of the agreement taking into account movements in the CPI.

## 16 SUPERANNUATION

### 16.1 Contributions

- (a) The subject of superannuation contributions is dealt with by legislation including the *Superannuation Guarantee Charge Act 1992*, the *Superannuation industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) An employee can choose to have their superannuation contributions made to any fund that complies with the relevant legislation. If an employee does not choose another fund ARTC’s default fund shall apply.
- (c) Contributions shall be calculated in accordance with the requirements of the relevant legislation and Australian Taxation Office rulings applying from time to time. Contributions shall continue while an employees is on authorised paid leave, however, contributions shall not be made in respect of any period of unpaid leave or unauthorised absence.

- (d) In the event of an eligible employee's absence from work being due to work-related injury or work-related illness, contributions at the normal rate shall continue for the period of the absence provided that:
  - (i) the member of the fund is receiving workers compensation payments or is receiving regular payments directly from ARTC in accordance with statutory requirements or the provision of this Agreement and;
  - (ii) the person remains an employee of ARTC

## **16.2 Victorian State Superannuation Funds**

An employee, employed by Downer EDI immediately prior to joining ARTC on 31 December 2012 and who has remained a member of one of the various Victorian state superannuation funds shall continue to receive the prescribed employer contributions (to the fund on his/her behalf), and he/she is obliged to make employee contributions, at the percentage rates prescribed by those funds.

The employee referred to above must have been employed by ARTC under the Transmission/Transfer of Business arrangements in place on 31 December 2012 between Downer EDI and ARTC.

## **16.3 Salary Sacrifice For Superannuation**

- (a) Employees may elect to salary sacrifice into an approved superannuation fund, subject to the prevailing laws and fund rules.
- (b) The annual salary of the employee (prior to packaging or salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.
- (c) An employee may enter into a salary packaging arrangement with regard to the State Government defined benefits superannuation schemes providing that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

## **17 TRAVELLING**

### **17.1 Travel To And From A Temporary Location:**

- (a) All travelling time, including intervening journeys, where an employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at single time, except that on a Sunday and a public holiday when it will be paid at time and a half.
- (b) It is acknowledged, however, that there will be circumstances where, due to the amount of travelling time involved, ARTC will include travel time as rostered time.

### **17.2 Excess Travel Time:**

- (a) Employees who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less travelling time that would have been

incurred to enable the same shift to be undertaken at the designated work location.

- (b) Travel time will be paid at single time except, on Sundays and Public Holidays when the rate shall be time and one half.
- (c) This clause shall not apply to employees who are in receipt of the Living Away from Home Allowances/expenses.

## 18 ACCOMMODATION AND MEALS

- (a) Employees who are required to undertake work temporarily at a location more than 100km away from their designated work location, and/or residence, which does not permit them to return to their designated work location, and/or residence daily and incur the expense of overnight accommodation will be paid expenses, based on reasonable and necessary costs incurred, at \$182.44 per day. This figure will increase by Consumer Price Index for the Eight Capital Cities for the year ending June in each year of the term of the Agreement and will take effect from each 01 July.
- (b) Where an employee incurs reasonable and actual expenses, on a daily basis, supported by actual receipts, in excess of the above amounts, they will be reimbursed by ARTC. Accommodation to a three (3) star standard as accredited by the relevant state or territory automobile club such as the RACV will be considered reasonable for the purposes of reimbursement. Where reimbursement of actual expense occurs, it will be in substitution for any and all of the above payments.

Item	Cost
Accommodation	\$96.91
Breakfast	\$25.65
Lunch	\$19.98
Dinner	\$39.90
Total	\$182.44

- (c) The allowance for breakfast, lunch, dinner or accommodation as the case may be, provided in 18(b) shall not be paid to employees unless they commence travelling from their designated work location earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder.



Meal	If Departure Before	If Return After
Breakfast	0700 hours	0800 hours
Lunch	1230 hours	1330 hours
Dinner	1800 hours	1900 hours

## 19 ACCIDENT PAY

- (a) An employee, who is in receipt of workers' compensation payments, shall also receive payment from ARTC of an amount equal to the difference between the workers' compensation payment and the employee's ordinary base rate of pay (as defined by the relevant legislation) at the time of the injury for a maximum period of fifty-two (52) weeks.

## 20 TRAVEL PASSES

- (a) This clause only applies to employees that were employed by Downer EDI immediately prior to joining ARTC on 31 December 2012 through transmission/transfer of business arrangements and have an entitlement to travel passes at the time of making the Agreement. It does not apply to employees that do not have an entitlement at that time or to new employees.

- (A) For your current entitlements contact Public Transport Victoria: <https://www.ptv.vic.gov.au/tickets/general-information/victorian-fares-and-ticketing-manual/>

## 21 PAYMENT OF EARNINGS

### 21.1 Method Of Payments

All periodic payments payable pursuant to this Agreement, shall be paid fortnightly by electronic transfer of funds into an account nominated by the employee with a bank, building society or credit union or other appropriate financial institution.

### 21.2 Time Of Payment

- (a) Wages shall be paid fortnightly. The pay period shall extend between 0001 hours Sunday to 2400 hours Saturday of each pay period.
- (b) In any week on which a holiday falls on a pay day, wages shall be paid on the preceding business day.

### 21.3 Pay On Termination

- (a) Upon termination of employment, all monies due to an employee shall where practicable be paid by electronic transfer of funds on the day of such termination or the next business day.

- (b) To the extent permitted by law, ARTC is authorised to deduct from any termination payment to be made to an employee any monies owing to ARTC by the employee (for example, for cash advances, lack of due notice or damage to ARTC's property).

## **22 HOURS OF WORK**

### **22.1 Ordinary Hours**

- (a) The ordinary hours of work for full-time employees are 38 hours per week except for Rostered employees, which are 152 hours over 28 days, unless specified otherwise in this Agreement.
- (b) The span of ordinary hours is from 0600 to 1800 Monday to Friday, except for designated continuous shift work and Rostered Work. Where, by mutual agreement, you commence your shift between 0500 and 0600 penalties shall not apply.
- (c) Your hours of work shall be continuous on any one day excluding meal breaks.
- (d) There will be a minimum break between ordinary shifts of 10 hours, except in unavoidable circumstances.
- (e) The ordinary hours of work shall be arranged so as to permit the taking of an extra/rostered day off which shall operate on the following basis:
  - (i) Fixing one week day on which employees at a location will be rostered off for an RDO during a 4 week cycle over 28 consecutive days.
  - (ii) Rostering each employee off on one week day of a 4 week cycle over 28 consecutive days. However, by agreement RDOs can be taken at other times or accrued due to operational requirements.
  - (iii) An employee can accrue up to five RDOs at any one time, after which ARTC may require the employee to utilise the RDOs in excess of five.
  - (iv) An employee may elect to cash out their accrued RDOs at any time. RDOs that are cashed out will be included in the employee's next available pay.

### **22.2 Rostered Work**

- (a) The ordinary hours of work for full-time employees are 38 hours per week, 152 hours over 28 days.
- (b) A rostered employee will be given a minimum of 14 days' notice of the roster for the following pay periods' planned works where practicable and within ARTC's control.
- (c) Rostering Parameters

The 'default' rostering parameters are outlined below:

- (i) Maximum number of Shifts less than 8 hours but not less than 6 hours - 2 in a 28 day period.
- (ii) Employees will not be rostered for more than 2 weekends, consisting of a Saturday and a Sunday, or a Saturday only or a Sunday only, in a 28-day period.
- (iii) Maximum number of night Shifts and/or afternoon Shifts - one (1) week of nights or 2 weeks of afternoons, or one (1) week of each in a 28 day period.
- (d) It is recognised, however, that these 'default' parameters are intended to apply to work groups where local level consultation and/or custom and practice has not developed business specific rostering arrangements.
- (e) The ordinary hours of work shall be arranged so as to permit the taking of an extra/rostered day off which shall operate on the following basis:
  - (i) Work ordinary hours so as to receive one rostered day off (RDO) each four weeks on a day subject to agreement with the manager.
  - (ii) If ARTC requires the employee to work on a day that has been agreed to be the RDO the employee shall receive an alternative day off as soon as is practical and by agreement with the manager
  - (iii) An employee can accrue up to five RDOs at any one time, after which ARTC may require the employee to utilise the RDOs in excess of five. The accumulated RDO's can be taken together as a block, or in conjunction with annual leave.
  - (iv) An employee may elect to cash out their accrued RDOs at any time. RDOs that are cashed out will be included in the employee's next available pay.

**22.3** Changes to regular roster or ordinary hours of work shall be addressed through local level consultation and agreement with the majority of effected Employees, taking into account business requirements and ensuring compliance with the rostering principles contained in this Agreement.

Agreement will not be unreasonably withheld and must consider the operational needs of the business, work life balance and fatigue issues.

## **23 SHIFT WORK**

### **23.1 Shift Penalty**

This clause applies if an employee is engaged on a series of morning, afternoon or night shifts. For the purposes of this Agreement, 'early morning shift' means any shift commencing after 0400 hours and before 0600 hours; 'afternoon shift' means any shift finishing after 1800 hours and at or before midnight; and 'night shift' means any shift finishing after midnight and at or before 0800 hours or a shift that commences after midnight and at or before 0400 hours.

- (a) For all paid time on duty not subject to overtime penalty on days other than a Sunday, Saturday or public holiday, an employee shall be paid:
  - (i) 15% in addition to their ordinary rate for an early morning shift;
  - (ii) 20% in addition to their ordinary rate for an afternoon shift; and
  - (iii) 30% in addition to their ordinary rate for a night shift.
- (b) Where it is not reasonably possible to undertake a normal time shift during the transition from night to day shifts, the employee will be paid an 8 hour normal time shift and maintain continuance of shifts.

## **23.2 Five Successive Shifts**

- (a) This clause only applies if the employee is engaged in a system of work which is being carried out on a regular scheduled basis outside ordinary hours of work.
- (b) Shift workers who work on any morning, afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for all ordinary time occurring during such shifts.
- (c) On completion of the fifth consecutive morning, afternoon or night's work the employee shall be deemed to have been employed on morning, afternoon or night shift as the case may be, during the preceding four morning, afternoons or nights, and thereafter during any subsequent consecutive morning, afternoon or nights the employee is so employed. The sequence of shift work shall not be deemed to be broken under this clause if the employee was not rostered on a Saturday, Sunday or any Public Holiday.

## **24 MEAL BREAKS AND REST PERIODS**

### **24.1 Meal Break**

- (a) The arrangement of work for a shift shall be such that employees shall be allowed an unpaid, thirty (30) minute meal break, to be taken within the spread of the shift.
- (b) ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth (5th) hour, but shall not be taken so as to disrupt the continuity of the work group's operations.
- (c) flexibility shall be exercised at all times and, when the nature of the work requires a "straight shift", a twenty (20) minute rest break shall be applied without deduction of pay.
- (d) The rest break shall also be organised to ensure continuity of the ARTC's operations.
- (e) ARTC agrees to pay a late meal penalty during unforeseen circumstances, whereby the employee is requested to work through their meal break by

the supervisor. In such circumstances, the late meal penalty shall only be paid if it has been authorised by the supervisor. The penalty is time and a half after the 5th (fifth) hour, until the break is taken.

## **24.2 Rest Period**

Employees will be entitled to a paid ten minute rest period between the commencement of work and the main meal break, at a time which shall coincide with other areas of operations. It is recognised that on occasions it may be necessary to defer the scheduled rest period for the purpose of completion of specific tasks. On these occasions the rest period shall be observed as soon as possible after the original schedule time.

## **25 SATURDAY AND SUNDAY ORDINARY TIME**

### **25.1 Saturday**

Ordinary time on duty between midnight Friday and midnight Saturday shall be rostered for a minimum of 8 hours and paid at the rate of time and a half.

### **25.2 Sunday**

- (a) Time worked between midnight on Saturday and midnight on Sunday shall be paid at the rate of double time.
- (b) Sunday time shall stand alone and shall not be taken into consideration in the computation of overtime; including overtime on a fortnightly basis.
- (c) An employee required to work on a Sunday, shall be paid a minimum of 8 hours at double time.

## **26 OVERTIME**

### **26.1 Reasonable Overtime**

- (a) Employees may be required to work reasonable overtime to meet ARTC's business requirements. This overtime may be planned or worked on a needs basis.
- (b) ARTC may require an Employee to work reasonable overtime. Reasonable overtime shall be determined having regard to:
  - (i) Any risk to Employee health and safety, e.g. Fatigue;
  - (ii) The needs of the Project and Employees; and
  - (iii) The notice (if any) given by ARTC of the overtime and by the Employee of his or her intention to refuse (e.g. Rostered overtime, particularly when the roster has been agreed in advance).
  - (iv) Employees personal circumstances

## **26.2 Payment For Overtime**

- (a) Overtime that is approved by ARTC shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter, for work performed Monday to Saturday.
- (b) All approved overtime performed on a Sunday shall be paid for at the rate of double time.
- (c) An Employee required to work overtime on a non rostered day, Saturday or Sunday shall be afforded at least four (4) hours work or shall be paid for four (4) hours at the prescribed overtime rate.
- (d) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days or shifts;
- (e) An employee who is not required to work their ordinary hours of work due to having a 10 hour break will be paid at their ordinary rate of pay as passive time;
- (f) If on the instructions of ARTC an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

## **26.3 Call Out**

- (a) A call out is a task that an employee is requested to undertake outside of his or her normal working hours, ie. after they have left work or before they start work on any day they have worked a normal shift, or at any time on a day that is not a normal work day. If an employee has a company supplied phone, they are required to respond to the call as soon as possible.
- (b) Call outs are paid on the basis of a minimum number of hours, even if the call out takes less than the minimum time. The following describes the general rules for calculating employees' pay for attending a call out.
- (c) The minimum period for a call out on any day, except Sunday's (refer clause 26.3(i), is 4 hours. The first 2 hours are paid at time and a half and the remainder is at double time. The minimum payment for these call outs is therefore the equivalent of 7 hours at ordinary time. If the call out extends beyond 4 hours, the additional time is paid at double time.
- (d) If an employee is called out more than once between normal shifts, the following rules apply.
  - (i) If the starting times of the call outs are separated by more than 4 hours, each event is treated separately and the minimum rates apply, ie. each call out attracts a minimum of 7 hours at ordinary time.

- (ii) If the starting time of the call outs are separated by less than 4 hours but their combined duration is more than 4 hours, the call outs are treated as a single extended event, ie. the first 2 hours is paid at time and a half and the remainder is paid at double time.
- (iii) If the starting times of the call outs are separated by less than 4 hours, the call outs are treated as a single call out attracting a minimum of 7 hours at ordinary time, ie. the second call out is already covered by the 4 hours paid for the first call out.
- (e) Unless specifically instructed to do otherwise, an employee is not required to report for duty after any call out when they have not had a 10 hour break since finishing their last shift, or will not get a 10 hour break after that call out, before commencing their next rostered shift.
- (f) An employee who is not required to work their ordinary hours of work due to having a 10 hour break will be paid at their ordinary rate of pay as passive time.
- (g) If an employee is instructed to commence work without having a 10 hour break as described in paragraph (e) the full shift the next day is paid at double time. It is ARTC's approach to fatigue management to ensure that a 10 hour break is taken before work again and then paying the full 8 hours at ordinary time for the next shift regardless of any lesser period that is actually worked.
- (h) An employee who attends a call out within 2 hours of the start of their rostered ordinary hours of work and has had a 10 hour break will be required to continue to work the remainder of their ordinary hours. In this case the work prior to the employee's normal starting time will be considered, and paid as, a call out.
- (i) Call outs on a Sunday are paid a minimum of 4 hours at double time. If the call out crosses midnight (ie. Sunday into Monday), the period before midnight is paid at double time and the rules for normal call outs are applied to the balance of the call out period.
- (j) Call out on a public holiday = minimum 4 hours payment at double time and a half.

#### **26.4 Rest Break**

- (a) Subject to this clause, if an employee is required to work more than two hours of overtime, the employee may take a rest break of 20 minutes paid at ordinary rates (first rest break). The following terms apply:
  - (i) ARTC may require that the first rest break be taken after the commencement of overtime if work is required to commence immediately; and
  - (ii) if an employee is entitled to a first rest break between 10am and 1pm when they are performing work on a Saturday or a rostered day off, the first rest break will be paid at ordinary rates of pay.

- (b) During the performance of overtime which is a rostered shift, an employee is allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked subsequent to the employee's last rest break (subsequent rest break). A subsequent rest break will only be permitted if the employee is required to work after that particular break.
- (c) Any rest break under this clause, may be extended by agreement between the employee and ARTC, however, ARTC shall not be required to make any payments in respect of any time allowed in excess of 20 minutes.

## **27 DAYLIGHT SAVING**

When the time observed in an employee's work location is adjusted for daylight savings during a time that the employee is attending for work they shall be paid for the actual time they work.

## **28 PUBLIC HOLIDAYS**

- (a) Employees are entitled, without loss of pay, to Victorian gazetted public holidays.
- (b) Normally a public holiday shall be observed on the day that it falls in the location where the employee is working. A public holiday can be observed on a different day if:
  - (i) The public holiday falls on a Saturday or Sunday. In this case the public holiday will be observed on the next working day that is not also a public holiday; or
  - (ii) An employee or group of employee agrees with ARTC to change the day; or
  - (iii) ARTC requires it when an employee is working in a different state or territory than they normally reside and the change is needed due to operational requirements.
- (c) If the day on which a public holiday is observed is changed, then only the substituted day is considered as the public holiday. No public holiday is to be observed on more than one day by an employee.
- (d) If an employee is not required to work on a public holiday they will be paid their ordinary wages for that day.
- (e) If an employee is required to work on a public holiday they will be paid a total of double time and a half for all time worked on that day. Public holiday payments are not subject to any other loadings or penalties.



## 29 ANNUAL LEAVE

- (a) Employees, other than shift workers, are entitled to 20 working days' annual leave in respect of each year of service. Continuous shift workers and rostered employees, where it applies, are entitled to 25 working days' annual leave in respect of each year of service.
- (b) Leave will accrue progressively throughout each year of an employee's employment. Untaken annual leave will accrue from year to year.
- (c) Annual leave may be taken in separate periods as approved by ARTC
- (d) Where employees request that leave be allowed in one continuous period such request may be considered and shall not be unreasonably refused.
- (e) ARTC may invite employees to volunteer to take leave in quiet periods when there is little work.
- (f) Annual Leave loading of 17.5% for non shift workers and 20% for shift workers shall be paid calculated on the rate for the ordinary hours of work per week.
- (g) Annual leave loading is also paid upon termination of employment on accrued and unused annual leave.
- (h) Rostered employees are entitled to additional annual leave up to a maximum of one (1) week for each calendar year which will accrue on the basis of working ten (10) rostered shifts (ordinary hours) in each 3 month period (ie: 1 Jan - 31 Mar) on which a Saturday, Sunday, public holiday, afternoon or night shift payment is incurred. This means an employee accrues 1.25 days' additional annual leave for each three month period working as a rostered employee.
- (i) Annual leave should be taken within 12 months' of the full annual entitlement falling due. However, ARTC may require an employee to take leave to reduce their Leave balance if it has become excessive. Total excessive annual leave is considered to be more than two years' accrual for an employee. Reasonable notice will be given to the employee if ARTC requires annual leave to be taken.
- (j) If ARTC wants to close down all or part of its business that an employee works in then it can require that employee take their accrued annual leave. Examples, but not all of the reasons, why this might happen include a lack of work and a seasonal close down. Reasonable notice will be given to an employee if ARTC requires annual leave to be taken.
- (k) An employee's unused accrued annual leave will be paid out upon termination.
- (l) An employee can cash out some of their annual leave by agreement with ARTC. A request to have annual leave cashed out must be in writing and is subject to the following requirements:
  - (i) An employee must leave a balance of at least four weeks after cashing out leave; and

- (ii) When annual leave is cashed out it is paid at the same rate as if the employee were taking the annual leave at the time it is cashed out; and
- (iii) The employee must have taken at least two weeks leave in the previous 12 months. For the purpose of this paragraph, leave includes annual leave, and accrued rostered days off.

### **30 PERSONAL/CARERS LEAVE**

- (a) Personal/carer's leave is:
  - (i) leave (sick leave) taken by an employee because of personal illness or injury of an employee; or
  - (ii) leave (carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - (iii) a personal illness, or injury, of the member; or
    - (iv) an unexpected emergency affecting the member.
- (b) Employees are entitled to 15 days' personal/carer's leave in respect of each year of service. Leave will accrue pro rata, and will be credited progressively throughout each year. Untaken personal/carer's leave accrued under this clause will accrue from year to year.
- (c) Payment for personal/carer's leave is subject to the notice and documentation requirements referred to in this clause.
- (d) Employees are required to notify their Supervisor or other nominated ARTC person of their inability to attend for work and the reason for that inability, as soon as is reasonably practicable.
- (e) Employees must provide a medical certificate to support any absences on the following occasions:
  - After two consecutive days of absence;
  - After three uncertified days of sick leave in the service year; or
  - On a day before or after a rostered day off, weekend or Public Holiday.
- (f) A rostered employee / continuous shiftworker must provide a medical certificate to support any absence on the following occasions;
  - After two consecutive days of absence;
  - After three uncertified days of sick leave in the service year;
  - On the day of the first rostered shift; or

- On the day of the last rostered shift.
- (g) Accrued personal/carers leave may be utilised by employees as carer's leave. Employees must advise the ARTC as to the general reason for taking that leave and shall notify their supervisor or other nominated ARTC person prior to taking such leave.
- (h) If an employee has used their entitlement to paid carer's leave under clause 96 of the Act, then they may take two days unpaid carer's leave in accordance with sections 102 and 103 of the Act.

### **31 COMPASSIONATE LEAVE**

- (a) Compassionate leave is paid leave taken by an employee:
- (i) For the purposes of spending time with a person who:
- (A) is a member of the employee's immediate family or a member of the employee's household; and
  - (B) Has a personal illness, or injury, that poses a serious threat to his or her life; or
- (ii) After the death of a member of the employee's immediate family or a member of the employee's household.
- (b) An employee is entitled to a period of 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (c) Employees must provide ARTC with satisfactory evidence of the illness, injury or death of the member of their family or household in order to receive payment for the leave taken.

### **32 PARENTAL LEAVE (MATERNITY/PATERNITY/ADOPTION LEAVE)**

An employee may be entitled to paid and unpaid parental leave as follows:

#### **32.1 Unpaid Parental Leave**

An employee may be entitled to a maximum of 52 weeks' unpaid parental leave, including maternity, paternity and adoption leave, in accordance with the Act. An employee may request to extend the period of unpaid parental leave by an additional 52 weeks from the end of the initial 52 week period. ARTC may refuse to grant a request for a parental leave extension due to reasonable business grounds.

## 32.2 Paid Parental Leave

- (a) Paternity Leave
  - (i) An employee whose partner is pregnant or if you adopt a child and who has completed twelve months service at the date of birth or adoption of a child, shall be granted paternity leave with pay for a period not exceeding one week, or for periods that in the aggregate do not exceed one week, provided that such leave shall commence not more than:-
    - (A) One week prior to the expected date of birth of the child, or
    - (B) five weeks after the birth of the child. (This means the leave should be, completed not later than six weeks after the birth).
  - (ii) In cases of still birth, paid paternity leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.
  - (iii) Employees may also apply to be granted unpaid paternity leave under the conditions of the National Employment Standards.
- (b) Maternity Leave
  - (i) An employee who has completed twelve months service by the date of commencement of maternity leave is entitled to be granted maternity leave with pay for a total period of 12 weeks upon production of a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the date of the expected birth. Where an employee has been employed on a part time basis for all or portion of a continuous period of employment of twelve calendar months she is entitled to be granted leave on a proportionate basis.
  - (ii) The employee should not be permitted to continue on duty beyond six weeks prior to the expected date of delivery (except as outlined in sub-clause (iii)) and where qualified by service, paid maternity leave for a maximum period of twelve weeks should commence from this date. Resumption of duty should not be permitted earlier than six weeks after the actual date of delivery.
  - (iii) The employee may in some cases be given permission to continue to work in her current position during the six week period referred to in subclause (ii). However, to do so she should before the period of "mandatory absence" is due to commence, furnish her supervisor with a certificate from a registered medical practitioner certifying that she will be fit for the full duties of her current position until a specified date prior to the confinement.
  - (iv) In such cases the twelve week period of maternity leave will then be due to commence immediately after the date to which she has been allowed to continue on duty. Where permission is given for an

employee to continue to perform duty and she is unexpectedly confined before the date up to which she had been given permission to remain on duty, the permission to remain on duty ceases to have effect and the required period of absence commences from the date of confinement.

- (v) Where the confinement occurs more than six weeks prior to the expected date of delivery the total period of twelve weeks should be counted from the actual date from which maternity leave is granted.
- (vi) Where the pregnancy of an employee terminates earlier than twenty weeks prior to the expected date of delivery there is no entitlement to paid maternity leave.
- (vii) Employees may be granted additional leave after the period of maternity leave has expired as a deduction from other leave credits and/or leave without pay.
- (viii) The maximum leave granted both paid and unpaid (including the period of maternity leave) should not exceed 104 weeks.
- (ix) Payment in respect of maternity leave should not be made in advance, but paid in accordance with normal arrangements for payment of salary.
- (x) For the purpose of this clause "confinement" shall mean the delivery of a child (alive or stillborn) or other termination of pregnancy that occurs not earlier than twenty weeks before the expected date of birth.

### **33 LONG SERVICE LEAVE**

- (a) An employee is entitled to 13 weeks long service leave with pay after the completion of 10 years continuous service.
- (b) Additional Long Service Leave will accrue after the initial 10 years at the rate of 1.3 weeks per completed year of service.
- (c) Pro rata long service leave may be available to an employee who has completed at least 7 years' continuous service with ARTC as follows:
  - (i) Accrued long service leave may be taken with the approval of ARTC;
  - (ii) Payment in lieu of accrued, untaken, long service leave is made if an employee's employment is terminated in a lawful manner.
- (d) In cases where an employee retires on account of age or ill-health, sickness or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of 4 years completed continuous service and is computed on the basis of 1.3 weeks leave for each completed year of service.

- (e) On request from an employee, the whole or any part of due long service leave may be taken at half pay for a period equal to twice the whole or part of the period to which the employee is entitled.
- (f) For the purposes of sub clause 33(e), half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- (g) In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one month or more is to be excluded.

#### **34 JURY SERVICE**

- (a) An employee required to attend for Jury Service during rostered hours shall notify their supervisor as soon as possible prior to the commencement of the service and indicate the expected duration of attendance for Jury Service.
- (b) If an employee is required to attend for Jury Service they receive their normal rostered ordinary time pay provided ARTC receives proof of their attendance. Where the employee is paid a court fee, the difference between the court fee and the ordinary time pay shall be paid.

#### **35 BLOOD DONOR LEAVE**

- (a) An employee, who is a registered blood donor, is permitted, at the convenience of ARTC, to donate blood during working hours if required without loss of pay, on no more than four occasions per year. Prior approval must be sought from the manager.
- (b) The employee shall provide ARTC with reasonable notice in advance and a certificate of attendance at the Blood Bank.

#### **36 CITIZENSHIP CEREMONY LEAVE**

- (a) An employee who is required to attend a ceremony for the purposes of receiving his/her Australian Citizenship Certificate shall receive leave with pay at ordinary time rate for any time on which ordinary time pay are lost.
- (b) The employee shall provide ARTC with reasonable notice in advance and allow the Citizenship Certificate to be sighted for verification.

#### **37 LEAVE FOR EMERGENCY VOLUNTEER WORK**

- (a) ARTC recognises the importance of allowing employees to participate in activities such as fire fighting, flood relief or other emergency activity if they are a registered member of a volunteer organisation such as the State Emergency Service or local volunteer fire fighting organisation.

- (b) ARTC grants leave in accordance with the National Employment Standards for these activities.
- (c) An employee who is released from normal duty to take part in such activity will be paid for their ordinary hours of work during the period they are engaged in that activity.
- (d) Employees requesting such leave will be required to provide a certificate of attendance from a recognised authority such as the Country Fire Authority or State Emergency Service. The certificate shall set out the nature and duration of the voluntary activities.

### **38 FAMILY AND DOMESTIC VIOLENCE LEAVE**

All employees covered by this Agreement will be entitled to Family and Domestic Violence Leave in accordance with clause 27 of the Rail Industry Award.

### **39 LEAVE WITHOUT PAY**

Leave without pay may be granted at the exhaustion of employees' leave entitlements. Provisions of this clause do not apply to clauses 35, 36 and 37.

### **40 DISPUTE RESOLUTION TRAINING LEAVE**

Union Workplace Representative's nominated by their union to attend a union sponsored training course on dispute resolution or on matters pertaining to the employer/employee relationship or on matters relating to Statutory, Enterprise Agreement or Award issues will be granted up to three days leave (per annum) of absence without loss of earnings provided that:

- (a) ARTC receives at least four weeks' notice of the nomination from the Union setting out times, dates, content and venue for the course.
- (b) The employee concerned can be released from duty by ARTC for the period of the course, without affecting normal operations.
- (c) Employees are not entitled to any expense related allowances or penalty rates during the period of training.

Further leave may be granted subject to agreement between the Parties.

### **41 LEISURE DAYS**

- (a) Full time permanent employees employed at the time the Agreement is lodged with Fair Work Commission shall be granted up to 5 days' leave per annum as extra days off (Leisure Days) on a non-cumulative basis.
- (b) Leisure Days will be rostered and taken as agreed between ARTC and employees during the cycle so as to guarantee continuity of operations.

- (c) Entitlement of leave shall commence January 1st and leave shall be taken by the 31st December in each year and is not to be accrued beyond that date in each year.
- (d) All new full time permanent employees that complete their probationary period shall become entitled to leisure days on a progressive basis according to the following schedule:

<b>Year</b>	<b>Number of leisure days accrued</b>
During the first year of employment	
January - June	1 leisure day accrued
July - December	1 leisure day accrued
During the second year of employment	
January - April	1 leisure day accrued
May - August	1 leisure day accrued
September - December	1 leisure day accrued
During the third year of employment	5 leisure days in accordance with paragraphs (a), (b), and (c) of this clause

**42 FACILITIES**

- (a) ARTC shall continue to provide facilities including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities.
- (b) In addition to depot facilities each work party is to be supplied with:
  - (i) a large insulated water container, capable of holding ice and enough water for all team members;
  - (ii) means for heating of food by gas or electrically operated whichever method suits the workgroup best.
  - (iii) each individual of the workgroup to be issued with a personal water bottle, thermos flask wide or narrow necked and large task esky or carry bag or small esky whichever the individual prefers.



- (c) Any disagreement regarding the adequacy of facilities shall be dealt with through the Consultative Process and/or the Dispute Settlement Procedure contained herein.

#### **43 PERSONAL AND PROTECTIVE EQUIPMENT**

- (a) To ensure that a business-like image is maintained, all field employees are required to wear ARTC issued clothing whilst engaged at work.
- (b) Suitable ARTC issued protective clothing shall be supplied by ARTC and will be replaced on a fair wear and tear basis upon satisfactory proof. An employee will be supplied with an initial allocation relevant to their role and may consist of any or all of the following:
  - (i) 5 shirts
  - (ii) 2 trousers or overalls
  - (iii) 2 windcheaters
  - (iv) 1 safety vest
  - (v) 1 waterproof four-in-one jacket and trousers
  - (vi) 1 pair safety boots
  - (vii) 1 hard hat
  - (viii) 1 safety glasses
  - (ix) 1 pair gloves
  - (x) hearing protection
  - (xi) 1 broad brimmed hat, where requested.
- (c) It is also a condition of employment that all employees wear a high visibility safety vest at all times where required. It is also a requirement to wear all other appropriate safety clothing and protective equipment provided, whilst working in the business, and to ensure its proper care, maintenance and storage.

#### **44 PROVISION OF TOOLS**

ARTC shall provide employees the tools and equipment as necessary to undertake their work activities. An employee must keep their tools stored securely and in good repair.

#### **45 TRAUMA COUNSELLING**

In the event of a traumatic incident at work, professional trauma counselling shall be made available to an employee.

#### **46 INCLEMENT WEATHER**

- (a) For the purposes of this clause "Inclement Weather" shall mean existence of rain or abnormal climactic conditions (including, but not limited to, hail, snow, cold, high wind, severe dust storm, extreme high temperature, or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed there to continue working whilst the same prevail.
- (b) An Employee shall be entitled to payment of ordinary fortnightly wages, regardless of any hours lost due to inclement weather.

#### **47 DISPUTE SETTLEMENT PROCEDURE**

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.

Where a dispute exists and whilst that dispute remains unresolved and is being addressed through this procedure, ARTC and Employees will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the process to resolve the matter. If within four (4) working days or by a mutually agreed period of the completion of Step 3, the matter is not referred to the Fair Work Commission, or an independent mediator where agreed and appointed by both parties, this paragraph will cease to apply.

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 within four (4) working days or a mutually agreed period, 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 within four (4) working days or a mutually agreed period, 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.

#### **48 ABANDONMENT OF EMPLOYMENT**

- (a) The absence of an employee from work for a continuous period exceeding five working days without the consent of ARTC and without notification to ARTC may be prima facie evidence that the employee has abandoned their employment.
- (b) In circumstances where there is prima facie evidence that an employee has abandoned their employment, an employee will be deemed to have abandoned their employment if within 14 days from when their unauthorised absence commenced, the employee is unable to establish to the satisfaction of ARTC that they were absent for reasonable cause.
- (c) Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to ARTC, whichever is the later.

#### **49 TERMINATION**

##### **49.1 Notice Of Termination By ARTC**

- (a) In order to terminate the employment, ARTC must provide notice to the employee of the termination of employment or pay to the employee an amount in lieu of all or part of the notice period in accordance with the following table:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years of continuous service with ARTC.
- (c) The amount of payment in lieu of notice will not be less than the total of the amounts that, if the employee's employment had continued until the end of the required period of notice, ARTC would have become liable to pay to the employee because of the employment continuing during that period. However, if ARTC and an employee agree to a lesser period of notice, no payment shall be due for the amount of notice which is foregone by reason of that agreement.
- (d) The notice period in clause 49.1 does not apply if ARTC terminates the employment of the employee by reason of serious misconduct.
- (e) The notice period in clause 49.1 does not apply to a casual employee. The notice period for a casual employee shall be at least 1 day or payment in lieu thereof.

#### **49.2 Summary Dismissal**

- (a) ARTC may dismiss an employee, without notice, for serious misconduct warranting summary dismissal. ARTC shall undertake an investigation into the issues pertaining to the serious misconduct. The employee/s concerned will be afforded due and proper process including right to representation and opportunity to respond. The employee will be given the opportunity to provide an explanation. ARTC will consider this explanation and relevant facts in making its determination. Based on its determination, ARTC may summarily dismiss the employee.
- (b) Examples of actions that may constitute serious misconduct include serious breaches of safety, fighting, theft, sabotage, embezzlement etc. Under normal circumstances, use of the Internet, that has not been approved by ARTC, will not constitute serious misconduct. However, any employee who violates this clause will be subject to the disciplinary code of conduct which in extreme cases may lead to dismissal.

#### **49.3 Termination By Employee**

The employee may terminate their employment by providing a minimum of two weeks' notice to ARTC of the termination of employment.

## 50 REDUNDANCY

### 50.1 Alternative Employment

- (a) An employee, whose position is made redundant by ARTC, shall be offered a suitable alternative position within ARTC when that is a viable option.
- (b) Should there be no suitable alternative position available within the ARTC then the employee shall be entitled to the severance payments prescribed by this clause.
- (c) Salary maintenance provides as a minimum the retention of grade classification, at the time of restructuring, with ongoing wage escalation as per the Agreement and with overtime as appropriate at the new position classification pay scale.
- (d) Individuals may retain additional arrangements as agreed at the time. Such arrangements shall be provided to the employee in writing. No employee will be discriminated against because of such arrangements.
- (e) "Suitable" means, being offered a position that is within the employee's competency / classification level, with salary maintenance provisions applied.
- (f) An employee may accept an alternative position that is not at the same level as their current competency / classification level with salary maintenance provisions applied.

### 50.2 Severance Pay

- (a) An employee whose employment is terminated by reason of redundancy will receive a severance payment to a maximum of 41 weeks' pay calculated in accordance with the following:
  - (i) 4 weeks' pay in lieu of notice. If the employee is aged 45 years or over, they shall be entitled to an additional one week's pay in lieu of notice; plus
  - (ii) 2.5 weeks pay for each completed year of service on a pro rata basis. If you have at least 1 year continuous service but less than 3 years you will be entitled to redundancy pay as follows:

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

- (iii) If you were employed by Downer EDI on 31 December 2012 and you transitioned to work for ARTC as a result of transfer of business

arrangements, your service date as recognised by Downer EDI shall be utilised by ARTC for the purposes of redundancy calculation

- (b) Payments are calculated on the ordinary weekly hours rate of pay at the time of termination for the employee/s concerned.
- (c) Employees will also receive all unused accrued annual leave and applicable loading; and payment for the following:
  - (i) Pro rata unused long service leave according to the provisions of this Agreement.
  - (ii) Other untaken Extra Days Off, and accumulated leave days.

### **50.3 Other Entitlements**

- (a) In addition to the entitlement to severance pay in this clause, ARTC shall reimburse the employee the cost of purchasing outplacement services, counselling and assistance including advice on all entitlements, independent financial planning guidance, assistance to plan lifestyle and career strategies and assistance with job search techniques and interview skills. ARTC's obligation under this clause is capped at \$1,500 per employee.
- (b) Reasonable paid leave shall be provided to an employee whose employment is to be terminated by reason of redundancy to attend job interviews. If ARTC grants the employee paid leave for this purpose, the employee must produce proof of attendance at an interview.

### **50.4 Employees Exempted**

This clause does not apply to:

- (a) employees whose employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary employees;
- (c) employees engaged for a fixed term, specific period of time or for a specified task or tasks; or
- (d) casual employees.

## **51 SALARY MAINTENANCE**

- (a) Salary maintenance provides as a minimum the retention of grade classification, at the time of restructuring, with ongoing wage escalation as per the Agreement.
- (b) Individuals may retain additional arrangements as agreed at the time. Such arrangements will be provided to the employee in writing. No employee will be discriminated against because of such arrangements.

52 SIGNATORIES

52.1 For Australian Rail Track Corporation Limited:

As GENERAL MANAGER PEOPLE

I am authorised to sign this agreement on behalf of the ARTC.

Name in full (printed): NATHAN FARR

Signature:



Position: GENERAL MANAGER PEOPLE

Date: 27/9/18

ARTC Address: 20 Newton Street Broadmeadow

Witnessed By:



Name in full (printed): Karen Thomas

Signature:



Witness Address:

20 Newton St  
Broadmeadow  
NSW 2290

**52.2 For the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union Of Australia (Electrical Division) - Victorian 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 (printed):

Signature

Position:

Date:

Unions Representative Address:

Witnessed By:

Name in full (printed):

Signature:

Witness Address

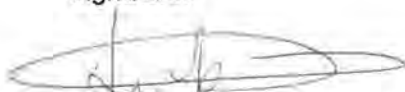


**52.3 For the Australian Rail Tram and Bus Industry Union - Victoria:**

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 (printed): LUBA GRIGOROVITCH

Signature:



Position: VICTORIAN BRANCH SECRETARY

Date: 2 OCTOBER

Union Representative Address: LEVEL 2, 365 QUEEN ST  
MELBOURNE VIC 3000

Witnessed By:

Name in full (printed): ALICE DUNN

Signature: Alice Dunn

Witness Address: LEVEL 2, 365 QUEEN ST  
MELBOURNE VIC 3000

# Appendix 1

## Classification Structures

<b>CLASSIFICATION STRUCTURE - INFRASTRUCTURE MAINTENANCE</b>			
<b>Descriptor/Pay Level</b>	<b>National Unit</b>	<b>Stream</b>	<b>Competency Title</b>
<b>Rail Infrastructure Worker Level 1  (0-3 months)</b>	TLIB1028	All	Maintain and use hand tools
	TLIE1003	All	Participate in basic workplace communication
	TLIF1001	All	Follow Work Health and Safety Procedures
	TLIF2080	All	Safely access the rail corridor
	TLIF2010	All	Apply fatigue management strategies
	TLID1001	All	Shift materials safely using manual handling methods
	Plus 4 electives from electives levels 1 to 4		
<b>Descriptor/Pay Level</b>	<b>National Unit</b>		<b>Competency Title</b>
<b>Rail Infrastructure Worker Level 2  (3-12 months)</b>	TLIB2092	All	Operate minor mechanical equipment
	TLIU2008	All	Apply environmental procedures to rail infrastructure
	TLIB1093	All	Clean equipment and restore worksite
	TLIB2085	All	Apply track fundamentals
	CPCCWHS1001	All	Prepare to work safely in the construction industry
	TLIF2082	All	Perform Handsignaller duties
	TLIW2001	All	Operate under track protection rules
	TLIF2097	All	Use audible track warning devices
	TLIF2081	All	Perform lookout duties
	TLIS2030	All	Carry out track ballasting
Plus 3 electives from electives levels 1 to 4			
<b>Descriptor/Pay Level</b>	<b>National Unit</b>		<b>Competency Title</b>
<b>Rail Infrastructure Worker Level 3  (12-24 months)</b>	TLIS2034	All	Install and repair rail fastening systems
	TLIF2062	All	Apply awareness of safeworking rules and regulations
	TLIS2031	All	Install railway sleepers
	TLIC2059	All	Propel and operate light on-track equipment
	Plus 5 electives from electives levels 1 to 4		
<b>Descriptor/Pay Level</b>	<b>National Unit</b>		<b>Competency Title</b>
<b>Rail Infrastructure Worker Level 4  (&gt;24 months)</b>	TLIB2091	All	Measure and record track geometry
	TLIE0002	All	Process workplace documentation
	TLIE2007	All	Use communications systems
	TLIS2044	All	Carry out rail installation
	TLIB2001	All	Check and assess operational capabilities of equipment

	TLIL3065	All	Implement a track occupancy authority
	TLIL3083	All	Implement a track work authority and manage rail traffic through worksites
	TLIL4069	All	Plan and coordinate protection for multiple worksites within limits of a work on track authority
	TLIC2081	All	Pilot rail traffic within work on track authority limits
	TLIW2037	All	Clip and secure points
	TLIF3083	All	Conduct track protection assessment
	Plus 3 electives from electives levels 1 to 4		
Descriptor/Pay Level	National Unit		Competency Title
<b>Rail Infrastructure Worker Level 5</b> (in addition some level of safeworking is required at this level)	RIICCM201D	All	Carry out measurements and calculations
	TLIE2001	All	Present routine workplace information
	TLIF2006	All	Apply accident-emergency procedures
			Determine Stream and complete all designated Stream Specific Units below;
	RIICCM203D	Track	Read and interpret plans and specifications
	TLIC3045	Track	Operate road/rail vehicle
	TLIF3083	Track	Conduct track protection assessment
	TLIS2028	Structures	Install and replace transoms
	RIICCM203D	Welding	Read and interpret plans and specifications
	TLIW2012	Welding	Grind Rails
	TLIW3015	Welding	Weld rail using aluminothermic welding process
	TLIW3035	Welding	Heat and cut materials using oxy-LPG equipment for the rail industry
	TLIB3046	Signal Mechanical	Service and clean mechanical signalling equipment and infrastructure
	RIIWS204D	Signal Mechanical	Work safely at heights
	TLIK2010	Signal Mechanical	Use infotechnology devices in the workplace
		Plus 5 electives from electives levels 5 to 10 for Track and Structures streams Plus 3 electives from electives levels 5 to 10 for Welding and Signal Mechanical streams	
Descriptor/Pay Level	National Unit		Competency Title
<b>Rail Infrastructure Worker Level 6</b> (in addition some level of safeworking is required at this level)	TLIF3058	All	Apply safeworking rules and regulations to rail functions
	TLIE2029	All	Conduct Workplace information briefing
	TLIJ3002	All	Apply quality systems
	TLIL3084	All	Implement a local possession authority
			Determine Stream and complete all designated Stream Specific Units below;
	TLIB3095	Track & Welding	Check and repair points and crossings

	TLIB3094	Track & Welding	Check and repair track geometry
	TLIB3102	Track & Welding	Adjust Rail
	TLIL3082	Track & Welding	Implement absolute signal blocking
	TLIB2096	Structures	Repair concrete/masonry structures
	TLIS2013	Structures	Install minor structures
	TLIB2082	Structures	Repair steel structures
	CPCCCM2001A	Signal Mechanical	Read and interpret plans and job specifications
	TLIB3047	Signal Mechanical	Repair and adjust mechanical signalling equipment and infrastructure
	TLIB3120	Signal Mechanical	Test mechanical signalling equipment and isolate faults
	TLIB3053	Signal Mechanical	Maintain mechanical signalling locking and interlocking devices
	Plus 3 electives from electives levels 5 to 10 for Track, Welding, Structures and Signal Mechanical streams		
Descriptor/Pay Level	National Unit		Competency Title
<b>Rail Infrastructure Worker Level 7</b> (in addition some level of safeworking is required at this level)	TLIF3003	All	Implement and monitor work health and safety procedures
	TLIF3089	All	Implement fatigue management policies and procedures for rail infrastructure
	TLIG3002	All	Lead a work team or group
			Determine Stream and complete all designated Stream Specific Units below;
	TLIB3100	Track & Welding	Visually inspect track infrastructure
	TLIB3099	Track & Welding	Examine track infrastructure
	TLIS3026	Track & Welding	Implement track maintenance and construction
	TLIS3029	Structures	Implement structures maintenance and installation of minor structures
	TLIB2083	Structures	Maintain bridge bearings
	TLIB2081	Structures	Repair timber structures
	TLIB2097	Structures	Install and maintain guard rails
	TLIS2027	Structures	Install and maintain surface track drainage
	TLIS3037	Structures	Install and repair rail earthworks
	TLIB3048	Signal Mechanical	Carry out offsite repair, overhaul and assembly of mechanical signalling equipment
	TLIS3005	Signal Mechanical	Install mechanical infrastructure for signalling
	Plus 3 electives from electives levels 5 to 10 for Track, Welding and Signal Mechanical streams		
Descriptor/Pay Level	National Unit		Competency Title
<b>Rail Infrastructure Worker Level 8</b>	BSBMGT401	All	Show leadership in the workplace

<b>Work Group Leader</b> (by appointment only)	TLIL4076	All	Coordinate Resources in the workplace
	TLIB4042	All	Conduct inspection of safeworking procedures and infrastructure
	TLIG4006	All	Facilitate work teams
	Plus 1 Elective from Certificate IV Rail Infrastructure		
			Determine Stream and complete all designated Stream Specific Units below;
	TLIB3088	Structures	Examine steel structures
	MEM24001B	Structures	Performance basic penetrant testing
	MEM24003B	Structures	Perform basic magnetic particle testing
	TLIB3087	Structures	Examine timber structures
	TLIB3098	Structures	Examine concrete/masonry structures
<b>Descriptor/Pay Level</b>	<b>National Unit</b>		<b>Competency Title</b>
<b>Rail Infrastructure Worker Level 9</b>	TLIF4088	All	Implement and coordinate rail safety and WHS risk-control strategies
<b>Work Group Leader</b> (by appointment only)	BSBRK401	All	Identify risk and apply risk management processes
	TLIJ4009	All	Implement and monitor quality assurance systems
Plus 2 Electives from Certificate IV Rail infrastructure			
<b>Descriptor/Pay Level</b>	<b>National Unit</b>		<b>Competency Title</b>
<b>Rail Infrastructure Worker Level 10</b>	TLIL4005	All	Apply conflict/grievance resolution strategies
<b>Work Group Leader</b> (by appointment only)	BSBPMG409	All	Apply project scope management techniques
	BSBMGT403	All	Implement continuous improvement
	TLIL4073	All	Apply asset management system
Plus 1 Elective from Certificate IV Rail Infrastructure			

#### Electives Levels 1 to 4

Units	Unit Description
HLTAID003	Provide first aid
TLIF2082	Perform Handsignaller duties (Handsignalling Level 1)
TLIF2082	Perform Handsignaller duties (Handsignalling Level 2)
TLILIC2016	Licence to drive a heavy rigid vehicle
TLILIC3017	Licence to drive a heavy combination vehicle
TLIA3039	Receive and store stock
TLIS2013	Install minor structures
TLIS2027	Install and maintain surface track drainage
TLIS2028	Install and replace transoms
TLIB2097	Install and maintain guard rails
TLIS2035	Install and repair fences and gates
TLIJ2001	Apply quality procedures
RIICCM205E	Carry out manual excavation

RIICCM207D	Spread and compact materials manually
RIICCM208D	Carry out basic levelling
CPCCCM2008B	Erect and dismantle restricted height scaffolding
TLID1002	Shift a load using manually-operated equipment
RIIWH3205D	Control traffic with a stop-slow bat
TLID3033	Operate a vehicle-mounted loading crane
TLID3035	Operate a boom type elevating work platform
RIIHAN301D	Operate elevating work platform
TLILIC2015	Licence to drive a medium rigid vehicle
TLIC2025	Operate four wheel drive vehicle
TLID2010	Operate a forklift
NWPSOU002	Control vegetation on a site
TLIB1030	Undertake general site maintenance
RIIMPO319D	Conduct backhoe/loader operations
RIIMPO320E	Conduct civil construction excavator operations
RIIMPO322D	Conduct civil construction tracked front end loader operations
RIMPO321E	Conduct civil construction wheeled front end loader operations
RIIMP0318E	Conduct civil construction skid steer loader operations
TLIC2059	Propel and operate light on-track equipment
TLIB2121	Maintain rail joints
AHCMOM213	Operate and maintain chainsaws
RIICM209D	Carry out concrete work
TLIW2001	Operate under tack protection rules
TLIS2031	Install railway sleepers
TLIS2034	Install and repair rail fastening systems
TLIF2062	Apply awareness of safeworking rules and regulations
TLIK2010	Use infotechnology devices in the workplace
CPCCCM2007B	Use explosive power tools
RIIMP0317E	Conduct roller operations
RIIMPO326D	Conduct civil construction water cart operations
RIIWH3302D	Implement traffic management plan
TLIB2034	Maintain poles and associated hardware
TLIC3045	Operate road/rail vehicle
TLIS2020	Install overhead wiring structure
TLIW2028	Identify the principles of ballast cleaning operations
TLIW2029	Identify the principles of ballast regulator operations
TLIW2030	Identify the principles of dynamic track stabiliser operations
TLIW2031	Identify the principles of self-propelled rail grinder operations
TLIW2032	Identify the principles of tamping machine operations
TLIW2033	Identify the principles of mechanised track laying operations
TLIW2038	Place and remove temporary speed restriction equipment
TLIG1001	Work effectively with others
TLII1002	Apply customer service skills
TLIW2037	Clip and Secure Points
TLIB2091	Measure and record track geometry
TLIB2085	Apply Track Fundamentals

TLIB2092	Operate Minor Mechanical Equipment
TLIS2030	Carry out track ballasting
TLIS2044	Carry out rail installation
TLIF2081	Perform Lookout Duties
TLIF3083	Conduct track protection Assessment
	ARTC NTSA Part B - NCOP
RIIWS204D	Work safely at heights
TLIB1093	Clean equipment and restore worksite
RIIWS202D	Enter and work in confined spaces
TLIB2084	Carry out routine maintenance of structures
TLIB2086	Apply Awareness of structures fundamentals

### Electives levels 5 to 10

Units	Unit Description
TLIW3015	Weld rail using aluminothermic welding process
TLIW3016	Weld rail using flashbutt welding process
TLIW0036	Apply electric welding process to rail
TLIS2004	Install and maintain rail bonding systems
TLIB3047	Repair and adjust mechanical signalling equipment and infrastructure
TLIL3083	Implement a track work authority and manage rail traffic through worksites
TLIL3084	Implement a local possession authority
TLIL4069	Plan and coordinate protection for multiple worksites within limits of a work on track authority
TLIC2054	Access rail track to run track vehicle within defined worksite
TLIC0083	Access rail track to travel track vehicle under a proceed authority
TLIC0084	Access rail track to travel track vehicles under manual block working conditions
TLIF3013	Coordinate breakdowns and emergencies
TLIS3023	Erect and mount structures and housings for signalling equipment
TLIB3048	Carry out off-site repair, overhaul and assembly of mechanical signalling equipment
TLIS2012	Install and service rail lubrication equipment
TLIS2033	Install and repair temporary track supports
TLIS3037	Install and repair rail earthworks
TLIS3025	Implement ballast unloading
TLIF3063	Administer the implementation of fatigue management strategies
MEM24003B	Perform basic magnetic particle testing
MEM24001B	Perform basic penetrant testing
TLIW2012	Grind rails
TLIB2083	Maintain bridge bearings
TLIG3002	Lead a work team or group
TLIW3034	Apply protective coating systems to structures
TLIB2096	Repair concrete/masonry structures
TLIB2082	Repair steel structures
TLIB2081	Repair timber structures
TLIB2084	Carry out routine maintenance of structures
TLIB3102	Adjust rail

TLIB3099	Examine track infrastructure
TLIS3026	Implement track maintenance and construction
TLIW3013	Grind switches and crossings
TLIE3015	Undertake rigger/dogger and driver communication
MEM05015D	Weld using manual metal arc welding processes
TLIF3058	Apply safeworking rules and regulations to rail functions (Safeworking Level 1)
TLIF3058	Apply safeworking rules and regulations to rail functions (Safeworking Level 2)
TLIC2058	Travel medium or heavy self-propelled on-track equipment
TLID3033	Operate a vehicle-mounted loading crane
TLIB3058	Maintain aerial signal/telecommunications lines and cables
TLIK2010	Use infotechnology devices in the workplace
TLIF3003	Implement and monitor work health and safety procedures
TLIJ3002	Apply quality systems
TLIU4001	Implement and monitor environmental protection policies and procedures
TLIS2036	Use chemical repair products
RIICCM201D	Carry out measurements and calculations
TLIW3035	Heat and cut materials using oxy-LPG equipment for the rail industry
TLIS4007	Decommission mechanical signalling infrastructure and interlocking equipment from service
TLIS3011	Test rail using nondestructive testing equipment
TLIS3010	Test rail using ultrasonic equipment
TLIC2078	Identify and respond to signals and trackside signs
TLIS3045	Install Turnouts
TLIS2044	Carry out rail installation
TLIL3065	Implement a track occupancy authority
TLIB2001	Check and assess operational capabilities of equipment
TLIW3035	Heat and cut materials using oxy/LPG equipment for the rail industry
AHCMOM123	Operate and maintain chainsaws
AHCPCM203	Fell small trees
NWPSOU002	Control vegetation on a site
RIIRIS401D	Apply site risk management system
TLIB4071	Install and maintain pole mounted switches and transformers
TLIC2081	Pilot rail traffic within work on track authority limits
TLIE2001	Present routine workplace information
TLIE2007	Use Communications Systems
TLIE2029	Conduct workplace Information Briefings
RIICCM203D	Read and Interpret plans and job specifications
TLIF2006	Apply accident-emergency procedures
TLIB3100	Visually Inspect Track Infrastructure
TLIE0002	Process workplace documentation
TLIB3095	Check and Repair points and crossings
TLIB3094	Check and Repair Track Geometry
TLIB3002	Test equipment and isolate faults
TLIS3039	Measure and mark track for resurfacing
TLIS3029	Implement structures maintenance and installation of minor structures
TLIB3098	Examine concrete/masonry structures



MEM18001C	Use hand tools
MEM24012C	Apply metallurgy principles
TLIB3046	Service and clean mechanical signalling equipment and infrastructure
TLIS3005	Install mechanical infrastructure for signalling
TLIS3009	Install mechanical signalling locking and interlocking devices
TLIB3047	Repair and adjust mechanical signalling equipment and infrastructure
TLIB3053	Maintain mechanical signalling locking and interlocking devices
UETDRRRF02B	Perform pole top rescue
TLIB3120	Test mechanical signalling equipment and isolate faults

## CLASSIFICATION STRUCTURE - SIGNALLING

Descriptor/Pay Level	Competencies Required	Skills Required
<b>Level 8</b> <b>Signal Technician</b> Entry Level	Certificate III in Electrotechnology	Mentoring of new starters
	Electrical Workers Licence	
Descriptor/Pay Level	Competencies Required	Skills Required
<b>Level 9</b> <b>Signal Technician</b> 12 months experience +	Certificate III in Electrotechnology + 12 months experience	Leadership of small groups
	Electrical Workers Licence	Short term planning
	Progress towards Certificate IV Rail Signalling Systems	Incident investigation
	Certificate IV level Electives	Communication skills
Descriptor/Pay Level	Competencies Required	Skills Required
<b>Level 10</b> <b>Signal Technician</b>  2 years experience +	<b>Level 10a</b>	Leading large groups
	Certificate IV Rail Signalling Systems + 2 years experience post traineeship	Use of Ellipse
		Emergency response coordination
	<b>Level 10b</b>	Incident investigation and reporting
	Certificate IV Rail Signalling Systems + 3 years experience post traineeship	
	Completion of Half Diploma of Electrical Systems Engineering (could be achieved by RPL)	
	<b>Level 10c</b>	
Certificate IV Rail Signalling Systems + 4 years experience post traineeship		
Diploma of Electrical Systems Engineering (could be achieved by RPL)		
Descriptor/Pay Level	Competencies Required	Skills Required
<b>Level 11</b> <b>Senior Signal Technician</b> Minimum of 5 Years Experience Supervisory	Certificate IV Frontline Management OR	Financial estimating and budget monitoring
	Diploma in Project Management (ARTC course) + 5 years experience	Coordinating large possession projects
		Ability to act as Work Group Leader or Team Manager
Descriptor/Pay Level	Competencies Required	Skills Required
<b>Level 12</b> <b>Work Group Leader, Signals</b> by appointment only		Budget responsibility and reporting
		Ability to act as Team Manager

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2018/5534

**Applicant:**

Australian Rail Track Corporation

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Nathan Farr, General Manager People of Australian Rail Track Corporation give the following undertakings with respect to the Australian Rail Track Corporation (Victoria) Infrastructure Maintenance Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Australian Rail Track Corporation to provide this undertaking in relation to the application before the Fair Work Commission.
2. In respect of Employees covered by the Agreement, Australian Rail Track Corporation undertakes that:
  - a) Notwithstanding Clauses 29(a) and 29(b) of the Agreement, employees are entitled to annual leave in accordance with the National Employment Standards.
  - b) Despite the provisions in Clause 10.4(b) and 10.4(c) of the Agreement, the employer will apply the National Employment Standard According to their terms consistent with the decision in *Workpac Pty Ltd v Skene* [2018] FCAFC 131.
  - c) Notwithstanding Clause 48 of the Agreement, employees are entitled to notice of termination in accordance with the National Employment Standards.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

11/1/2019

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**Date**