



# DECISION

*Fair Work Act 2009*

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

## Rail Commissioner

(AG2023/341)

## RAIL COMMISSIONER MAINTENANCE EMPLOYEES ENTERPRISE AGREEMENT 2023

Rail industry

COMMISSIONER PLATT

ADELAIDE, 6 MARCH 2023

*Application for approval of the Rail Commissioner Maintenance Employees Enterprise Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Rail Commissioner Infrastructure Employees Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Rail Commissioner (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 22 February 2023.

[3] On 28 February 2023, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters.

[4] The following National Employment Standards (NES) issues require comment:

- **Notice of Termination (Clause 13.1.5):** The Agreement excludes apprentices from the notice provisions contained in the Agreement. Apprentices do not fall within the group of employees excluded from notice as set out in s.123 of the Act, and therefore clause 13.1.5 with respect to apprentices appears inconsistent with the Act
- **Abandonment of employment:** Clause 13.3 states that an employee will be deemed to have abandoned their employment after 14 days of unauthorised absence and in such cases, the notice provisions of the Agreement will not be applied. This may be inconsistent with the NES at section 117 of the Act.
- **Personal Leave (Clause 38.2):** The Agreement requires an employee to give notice of their intention to take personal leave prior to the commencement of the employee's shift. This appears inconsistent with s.107(2)(a) of the Act which permits notice to be given after the leave has started.

[5] Clause 22 of the Agreement acts as an effective NES precedence clause, in that it states that in the event of an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency. As a result of the NES precedence clause, the above clause(s) will not apply to the extent that they are inconsistent with the NES.

[6] The “Australian Workers’ Union”, and “Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia” being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

### **Approval**

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

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 29 February 2024.



COMMISSIONER

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RAIL COMMISSIONER  
MAINTENANCE EMPLOYEES  
ENTERPRISE AGREEMENT  
2023

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## PART 1 - APPLICATION AND OPERATION

### 1 Title

This Agreement will be known as the *Rail Commissioner Maintenance Employees Enterprise Agreement 2023*.

### 2 Scope and Persons Bound

This is an enterprise agreement between the Rail Commissioner; employees classified pursuant to this Agreement; the Communications, Electrical, Electronic, Plumbing and Allied Services Union Electrical Energy and Services Division SA Branch (CEPU); and the Australian Workers' Union (AWU).

### 3 Commencement Date and Period of Operation

- 3.1 This Agreement will operate from seven days after it is approved by the Fair Work Commission until its nominal expiry date.
- 3.2 The nominal expiry date of this Agreement will be 29 February 2024.
- 3.3 Negotiations for a new Agreement may commence no earlier than one month from the nominal expiry date.

### 4 Applicable Modern Award

The *Rail Industry Award 2010* is the applicable modern award.

### 5 Aims and Objectives

- 5.1 The parties have reached the outcomes contained in this Enterprise Agreement through a co-operative process balancing the Rail Commissioner's business requirements against the needs of employees for better remuneration, more rewarding work and work/life balance.
- 5.2 The aims and objectives of this Agreement are to:
  - 5.2.1 provide employees with the best remuneration and conditions of employment while delivering ongoing budget savings and making an acceptable return on assets;
  - 5.2.2 improve the structure, productivity, efficiency and effectiveness of Rail Commissioner through the introduction of initiatives at the business unit and work group level ;
  - 5.2.3 enhance agreed flexible conditions of employment and provide a flexible and skilled workforce;
  - 5.2.4 attract employees to, and retain employees in, employment with Rail Commissioner to meet planned and/or future workforce requirements;
  - 5.2.5 provide for continuous workplace transformation with the objective of continuous customer service improvement;

- 5.2.6 ensure ongoing co-operation between parties to achieve improvements in occupational health safety and welfare performance and the ongoing development of a positive safety culture;
- 5.2.7 ensure an ongoing stable industrial relations framework at the corporate business unit and workgroup level that assists in improving efficiency and business performance.

## 6 Anti-Discrimination and Harassment

- 6.1 It is the intention of the Parties to this Agreement to respect and value the diversity of the workforce, by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 6.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures in this Agreement, the Parties will make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 6.3 Nothing in this clause is to be taken to affect:
  - 6.3.1 any different treatment (or treatment having different effects) which is specifically exempted under state or federal anti-discrimination legislation;
  - 6.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - 6.3.3 any exemptions allowed under legislation.

## 7 Definitions

**"Agreement"** means this Enterprise Agreement, the *Rail Commissioner Maintenance Employees Enterprise Agreement 2019*, as approved by the Fair Work Commission.

**"Employee(s)"** means or refers to persons employed by the Rail Commissioner in the classifications referred to in this Agreement and who perform(s) work described for such classifications at Schedule 1 of this Agreement.

**"Employee representative"** means or refers to a person or agent nominated by an employee or group of employees to represent employee interests in matters pertaining to their employment and the operation of this Agreement.

**"Family or household member"** has the same meaning it has in the *Fair Work Act 2009 (Cth)*, and includes an employee's spouse (or de facto spouse), a child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of the employee's spouse or any other member of an employee's household and any other person who is dependent on the employee's care

**“NES”** means the National Employment Standards

**“Ordinary hours”** means the hours of work fixed in accordance with clauses 21.1, 21.2 and 21.3.

**“On call”** means an employee is available to perform work between the cessation of one rostered shift and before the commencement of their next normal rostered shift.

**“Shift”** means a turn of duty during which some actual work has been performed, and includes compulsory attendance at examinations, enquiries and hearings.

**“Substantive classification”** means the actual appointed classification of the employee confirmed in writing.

**“The Act”** means the *Fair Work Act 2009* (Cth).

**“The parties”** means the parties to this Agreement as listed in clause 2.

**“Union”** means the Communications, Electrical, Electronic, Plumbing and Allied Services Union Electrical Energy and Services Division SA Branch (CEPU) or the Australian Worker’s Union (AWU).



## PART 2 - CONSULTATION AND DISPUTE RESOLUTION

### 8 Consultation

- 8.1 This term applies if the employer:
  - 8.1.1 has made a definite decision to introduce a major change to production, programme, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 8.2 Major Change
  - 8.2.1 For a major change referred to in clause 8.1.1:
  - 8.2.2 the employer must notify the relevant employees of the decision to introduce the major change; and
  - 8.2.3 clauses 8.3 to 8.9 apply.
- 8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.4 If:
  - 8.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 8.4.2 the employee or employees advise the employer of the identity of the representative;
  - 8.4.3 the employer must recognise the representative.
- 8.5 As soon as practicable after making its decision, the employer must:
  - 8.5.1 discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - 8.5.2 for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and

- (iii) any other matters likely to affect the employees.
- 8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 8.2.2, 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- the termination of the employment of employees; or
  - major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - the alteration of hours of work; or
  - the need to retrain employees; or
  - the need to relocate employees to another workplace; or
  - the restructuring of jobs.
- 8.10 For a change referred to in clause 8.1.2:
- 8.10.1 the employer must notify the relevant employees of the proposed change; and
- 8.10.2 clauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.12 If:
- 8.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 8.12.2 the employee or employees advise the employer of the identity of the representative;
- 8.12.3 the employer must recognise the representative.

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

8.13.1 discuss with the relevant employees the introduction of the change; and

8.13.2 for the purposes of the discussion—provide to the relevant employees:

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

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

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

8.13.3 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).

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

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

8.16 In this term:

8.16.1 relevant employees means the employees who may be affected by a change referred to in clause 8.1.

#### **8.17 Consultative Committee**

8.17.1 The parties agree to maintain a consultative committee comprising management representatives, union representatives and employee nominated and elected representatives. This committee provides a forum for consultation between the Rail Commissioner and employees.

8.17.2 A Rosters Sub-Committee may be created to provide overview of proposed changes to the Master Roster.

8.17.3 Nothing in this clause can preclude or otherwise inhibit any consultation or communication between Rail Commissioner and individual employees as provided for throughout clause 8 or in Schedule 1.

## **9 Dispute Resolution**

Any industrial dispute or matter likely to create an industrial dispute arising under this agreement or the National Employment Standards should be dealt with in the following manner:

- 9.1 The parties to the agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.
- 9.2 The employee or employee representative involved should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the dispute or likely dispute exists.
- 9.3 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to an appropriate manager who will arrange a conference to discuss the matter. If requested by the manager, the subject of the dispute will be put in writing, so far as is reasonably practicable.
- 9.4 The consultation process as prescribed in clause 9.3 shall be commenced within 48 business hours of the dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.
- 9.5 If a matter cannot be resolved when the procedures referred to above have been availed of, the parties should enter into consultation at a higher level on both sides, as the parties consider appropriate.
- 9.6 At any stage in the procedure after consultation between the parties has taken place in accordance with the procedure, either party may request and be entitled to receive a response to its representations within a reasonable time.
- 9.7 If a dispute arising from any industrial matter, including a dispute arising under this agreement or the National Employment Standards is unable to be resolved at the workplace, and all agreed steps for resolving it have been exhausted, the dispute may be referred to the Fair Work Commission for resolution by mediation and/or conciliation.
- 9.8 If the matter remains unresolved, either party may refer the matter to the Fair Work Commission for arbitration.
- 9.9 If arbitration is necessary, the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective, in accordance with the provisions of the *Fair Work Act 2009*.
- 9.10 The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision.
- 9.11 It is a term of this agreement that while the dispute resolution procedure is being conducted, work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

## **PART 3 - EMPLOYMENT RELATIONSHIP**

### **10 Employer and Employee Duties**

- 10.1 The Rail Commissioner may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 10.2 The Rail Commissioner may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

### **11 Incidental and Peripheral Duties**

- 11.1 Employees classified pursuant to this Agreement will undertake incidental peripheral duties to facilitate the completion of tasks.
- 11.2 Employees will be required to carry out duties in a nature incidental to the performance of their main task or peripheral to the performance of their main task, provided that the performance of such additional duties is within the individual's capacity and does not require any training other than for familiarisation purposes.
- 11.3 The overriding intent of this provision is to enable each employee to complete, to the maximum practical extent, whole jobs, (i.e. all of the tasks associated with the particular job provided that it is safe, legal, sensible, and, the individual is competent to carry out such duties within their training).

### **12 Employment Categories**

#### **12.1 Full-time employment**

Any employee not specifically engaged on a part-time basis or a casual employee is for all purposes of this Agreement a full-time employee employed by the week.

#### **12.2 Part-Time employment**

- 12.2.1 An employee may be engaged to work on a part-time basis for a constant number of hours less than 38 per week. An employee so engaged shall be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this Agreement for the work performed.
- 12.2.2 An employee engaged on a part-time basis shall be entitled to receive pro rata entitlement to leave and other entitlements applicable to fulltime employees.
- 12.2.3 A part-time employee who is required by the Rail Commissioner to work hours in excess of those specified in the employee's contract of employment will be paid overtime in accordance with clause 21.10 for such time so worked.

#### **12.3 Fixed-term employment**

- 12.3.1 An employee may be engaged for the duration of a specific project or defined phase of a project.

- 12.3.2 At the end of the project or the specified phase of the project, the contract will come to an end and there will be no guarantee of ongoing employment.

#### 12.4 Casual employment

- 12.4.1 An employee may be engaged to work on a casual basis to work on short-term and/or variable employment arrangements. Such, employees do not have continuity of employment.
- 12.4.2 A casual employee will be paid for each hour worked one thirty-eighth of the weekly rate prescribed by this agreement for the work which the employee performs and a 20% casual loading (all purpose) will be applied to the actual hours worked to compensate for the lack of personal and annual leave entitlements and payment for public holidays not worked.

#### 12.5 Apprentices

- 12.5.1 The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply.
- 12.5.2 Every contract of training must be made in accordance with the *Training and Skills Development Act 2008(SA)*.
- 12.5.3 Apprentices may be engaged in trades or declared vocations where declared or recognised by the appropriate authority under that Act.
- 12.5.4 In accordance with the *Training and Skills Development Act 2008 (SA)*, the Rail Commissioner will not undertake to train a person in a trade except under a contract of training.
- 12.5.5 The Rail Commissioner may use an approved Group Training Scheme for Apprentices, in which case the Rail Commissioner will undertake to facilitate payment of wages to such an Apprentice at a rate of pay based on the appropriate percentage of the adult wage set out at Schedule 1 of this Agreement for the C5 classification.
- 12.5.6 No apprentice under the age of eighteen years will be required to work overtime or shift work unless they so desire. No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training agreement.
- 12.5.7 No apprentice will work under a system of payment by results.

### 13 Termination of Employment

#### 13.1 Notice of Termination by Employer

- 13.1.1 When necessary to terminate the employment of an employee, the Rail Commissioner must give the applicable period of notice in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 13.1.2 In addition to the notice described above, employees aged over 45 years at the time of the employer giving notice and with not less than two years continuous service are entitled to an additional week's notice
- 13.1.3 Payment in lieu of notice prescribed in clauses 13.1.1 and 13.1.2 must be made if the appropriate notice period is not given. Providing that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 13.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had their employment not been terminated, must be used.
- 13.1.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees and apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

## **13.2 Resignation by an Employee**

- 13.2.1 The notice of termination required to be given by an employee will be 2 weeks or such less time as may be agreed between the employee and the Rail Commissioner.
- 13.2.2 If an employee fails to give notice the Rail Commissioner has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice

## **13.3 Abandonment of Employment**

- 13.3.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the Rail Commissioner and without notification to the Rail Commissioner will be evidence that the employee has abandoned their employment.
- 13.3.2 If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Rail Commissioner that they were absent for a reasonable cause, they will be deemed to have abandoned their employment and the notice period provided in this Agreement will not apply.

13.3.3 Termination of employment by abandonment in accordance with this subclause will 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 the Rail Commissioner, whichever is the later.

**13.3 Absence from Duty**

An employee, other than an employee who has been given notice of termination in accordance with this Agreement, will, unless covered under leave with pay provisions of the Rail Commissioner, lose their pay for the actual time of such non-attendance.

**13.4 Standing Down Employees**

Subject to the provisions of the *Fair Work Act 2009*, the Rail Commissioner is entitled to deduct payment for any day on which employees cannot be usefully employed due to industrial action or through any breakdown in machinery or any stoppage of work by any cause for which the Rail Commissioner cannot reasonably be held responsible.



## PART 4 – RATES OF PAY AND RELATED MATTERS

### 14 Classifications and Rates of Pay

#### 14.1 Classification Structure

The classification structure described in Schedule 1 recognises three broadly based engineering streams, namely: electrical/electronic, fabrication and mechanical. The streams are defined as:

##### 14.1.1 Electrical/Electronic

This generic stream includes the design, assembly, manufacture, installation, modification, testing, fault finding, diagnosing, commissioning, maintenance and servicing of all electrical and electronic devices/systems, equipment and control. This includes, but is not limited to; electric wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication, computers and information processing.

##### 14.1.2 Mechanical

This generic stream includes, but is not limited to; the design, assembly, manufacture, installation, modification, testing, fault finding, diagnosing, commissioning, maintenance and servicing of all mechanical equipment, machinery, fluid power systems, pneumatics, automotive mechanics, refrigeration, the use of related computer controlled equipment and instruments, computer numeric controlled machine tools.

##### 14.1.3 Fabrication

This generic stream includes, but is not limited to; the design, assembly, manufacture, modification, fault finding, diagnosing, fabrication, installation, forging, structural steel erection, sheet metal work, body and chassis repairs, painting, trimming, fibreglass, sign writing, silk screen painting, metallurgy and all forms of welding. The use of related computer controlled equipment, refrigeration.

#### 14.2 Vocational career opportunities

In addition to career advancement through the engineering trade streams, employees may pursue advancement in one of a number of vocational fields. This includes, but is not limited to; Supervisory, Training, Administration, Technical, Engineering support or Professional. All new entrants will undertake structured induction training.

### 15 Higher Duties

Where an employee is engaged on duties carrying a higher rate of pay than the employee's ordinary classification, the employee will be entitled to be paid at the higher rate as follows:

- 15.1 If employed in the higher classification for more than two hours - the entire shift.
- 15.2 If employed in the higher classification for less than two hours - the time worked.

## **16 Apprentice Rates of Pay**

- 16.1 The minimum rate of wage for apprentices will be a percentage of the ordinary weekly wage rates payable for employees classified at the C5 classification level employed in the area in which the apprentices are employed and, in all contracts of training subsequently made, the Rail Commissioner will undertake to pay wages of not less than such rates.

<b>Years of Service</b>	<b>Percentage of Ordinary Weekly Rate C5</b>
1 <sup>st</sup> Year	55%
2 <sup>nd</sup> Year	65%
3 <sup>rd</sup> Year	75%
4 <sup>th</sup> Year	88%

- 16.2 An employee who is under 21 years of age on the expiration of their contract of training and thereafter works as a minor in the occupation to which the employee has been trained will be paid at not less than the adult rate prescribed for the classification.

## **17 Adult Apprentice Rates of Pay**

- 17.1 Adult Apprentice means a person of 21 years of age or over at the time of entering into a contract of training as provided for at clause 12.5.
- 17.2 The rate of pay of an Adult Apprentice will be the minimum wage prescribed by the Fair Work Commission or the rate prescribed by clause 16 for the relevant year of apprenticeship, whichever is the greater.
- 17.3 Where a person was employed by the Rail Commissioner immediately prior to becoming an adult apprentice in accordance with this clause, that person will:
  - 17.3.1 not suffer a reduction in wages by virtue of signing a contract of training as an Adult Apprentice, and
  - 17.3.2 continue to be paid at the rate applicable to the classification level determined for the role undertaken immediately prior to entering into that contract of training.

## **18 Allowances and Special Rates**

All employees subject to this Agreement and subject to their classification and level of entitlement will be eligible for payment of the allowances detailed at Schedule 3.

## **19 Extra rates not cumulative**

Extra rates in this Agreement, except special rates prescribed in Schedule 3.4 and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

## **20 Payment of Wages**

### **20.1 Period of Payment**

20.1.1 Wages will be paid fortnightly, either

20.1.1(a) according to the actual ordinary hours worked per fortnight (76); or

20.1.1(b) according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the weekly cycle.

20.1.2 The hourly rate is calculated by dividing the appropriate weekly rate by 38.

### **20.2 Method of payment**

Wages will be paid by electronic funds transfer directly to an account nominated by the employee.

### **20.3 Explanation of the Averaging System**

20.3.1 As provided in clause 20.1.1(b), an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle is to be paid their wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week.

20.3.2 The ordinary hours of an employee may be arranged so that they are entitled to a day off on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

20.3.3 Where an employee has a day off in each work cycle of 28 consecutive days (four consecutive weeks) the employee's ordinary hours are arranged on the basis that for three of the four weeks they worked 40 ordinary hours each week and in the fourth week they worked 32 ordinary hours. That is, they would work for eight ordinary hours each day, Monday to Friday inclusive for three weeks and eight ordinary hours on four weekdays only, Monday to Friday, in the fourth week a total of 19 days during the work cycle.

- 20.3.4 Under the averaging system an employee accrues a "credit" each day they work actual ordinary hours in excess of the daily average, which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that they work only four days, their actual pay is an average of 38 ordinary hours even though, that week, they work a total of 32 ordinary hours.
- 20.3.5 Each day an employee works eight ordinary hours they accrue a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days that is a total of 7 hours 36 minutes.
- 20.3.6 In addition to working ordinary hours, an employee will accrue a "credit" for each day absent from duty whilst on annual leave, long service leave, public holiday, paid sick leave, Workers' Compensation, bereavement leave, paid carer's leave, paid training leave or jury service. Entitlements in these circumstances are determined in accordance with the relevant agreement provision. No entitlement to accrual exists for any other absence.

#### **20.4 Payment of Wages on Termination of Employment**

- 20.4.1 Upon termination of employment, wages due to an employee will be paid on the day of such termination or forwarded by post on the following working day.
- 20.4.2 In the case of an employee who is paid average pay and who has not taken the day off due during the work cycle in which employment is determined, the wages due to the employee will include the total of credits accrued during the work cycle.
- 20.4.3 However, where the employee has taken a day off during the work cycle in which employment is determined, the wages due to that employee will be reduced by the total of credits which have not accrued during the cycle.

#### **20.5 Absences from Duty under an Averaging System**

- 20.5.1 An employee absent from duty in circumstances other than annual leave, long service leave, public holidays, paid personal leave, workers' compensation, paid training leave or community leave, that employee will, for each of the days they are absent, lose average pay that day calculated by dividing their average weekly wage by five.
- 20.5.2 For absence for part of a day, an employee will lose average pay for each hour or part of an hour absent at an hourly rate calculated by dividing the average daily rate by 7.6.
- 20.5.3 Credits do not accrue when an employee is absent from duty for a whole day in accordance with this subclause because the employee would not have worked ordinary hours in excess of seven hours thirty six minutes (i.e. 7.6 hours)

- 20.5.4 Whenever this occurs, the employee will not be entitled to average pay for that week, and the amount of "credit" not accrued will be reduced for each whole day during the work cycle involving such absence.

**20.6 Timekeeping - Proportion of an Hour**

- 20.6.1 The Rail Commissioner may select and utilise for timekeeping purposes any fraction or decimal proportion of an hour (not exceeding a quarter of an hour) for the calculation of the working time of employees who, without reasonable cause being promptly communicated to the Rail Commissioner, report for duty after their appointed starting times or cease duty before their appointed finishing times.
- 20.6.2 The Rail Commissioner will apply the same proportional hour method for the purpose of calculating overtime.

## **PART 5 – HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME**

### **21 Ordinary Hours of Work**

#### **21.1 Ordinary Hours of Work – Day workers**

- 21.1.1 Subject to clause 21.4, the ordinary hours of work are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- 21.1.2 The ordinary hours of work prescribed in 21.1.1 above may be worked on any day or all of the days of the week, Monday to Friday.
- 21.1.3 The ordinary hours of work prescribed herein are to be worked continuously, inclusive of meal breaks, at the discretion of the Rail Commissioner between 6.30 a.m. and 6.30 p.m. The actual ordinary hours of work may be altered by mutual agreement between the Rail Commissioner and the majority of employees in the workshop, depot or section concerned.
- 21.1.4 Any work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable will be deemed for the purposes of this subclause to be part of the ordinary hours of work.
- 21.1.5 The ordinary hours of work prescribed herein must not exceed ten hours on any day unless there is agreement between Rail Commissioner and the majority of employees in the workshop or depot concerned.
- 21.1.6 Where the ordinary working hours are to exceed eight on any day, the arrangement of hours must be subject to the agreement of the Rail Commissioner and the majority of employees in the workshop or depot concerned.
- 21.1.7 By arrangement between the Rail Commissioner and the majority of employees in the depot concerned, ordinary hours not exceeding twelve on any day may be worked subject to the Rail Commissioner and the employees concerned being guided by the *Work Health and Safety Act 2012* (SA).

#### **21.2 Ordinary Hours of Work – Continuous shiftworkers**

- 21.2.1 Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Rail Commissioner.
- 21.2.2 The ordinary hours of continuous shift workers are, at the discretion of the Rail Commissioner, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled

to a twenty minute meal break on each shift which will be counted as time worked.

- 21.2.3 A shift will consist of not more than ten hours inclusive of crib time. Where the ordinary working hours are to exceed eight on any shift, the arrangement of hours must be subject to the agreement of the Rail Commissioner and the majority of employees concerned.
- 21.2.4 By arrangement between the Rail Commissioner and the majority of employees in the depot concerned, ordinary hours not exceeding twelve of any day may be worked subject to the Rail Commissioner and the employees concerned being guided by the *Work Health and Safety Act 2012* (SA).
- 21.2.5 Except at the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
- 21.2.6 Where a Traction Power Worker (Overhead) employee is entitled to a day off as per clause 20.3.2, they cannot take that day off when they are rostered to work a night shift.

### **21.3 Ordinary Hours of Work – Non continuous workers**

- 21.3.1 The ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- 21.3.2 The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Rail Commissioner. An employee will not be required to work more than five hours without a break for a meal.
- 21.3.3 Except at changeover of shifts an employee will not be required to work more than one shift in each 24 hours.
- 21.3.4 The ordinary hours of work prescribed herein will not exceed ten hours on any day. Where the ordinary working hours are to exceed eight on any day, the arrangement of hours must be subject to the agreement of Rail Commissioner and the majority of employees concerned.
- 21.3.5 Where a Traction Power Worker (Overhead) employee is entitled to a day off as per clause 20.3.2, they cannot take that day off when they are rostered to work a night shift.

### **21.4 Methods of arranging ordinary working hours**

- 21.4.1 Subject to the Rail Commissioner's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 21.1.3 and the Rail Commissioner's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the Rail Commissioner and the majority of employees in the depot concerned.

21.4.2 Matters upon which agreement may be reached include:

- how the hours are to be averaged within a work cycle established in accordance with clauses 21.2 and 21.3.
- the duration of the work cycle for day workers
- rosters which specify the starting and finishing times of working hours
- a period of notice for a rostered day off which is less than four weeks
- substitution of rostered days off
- accumulation of rostered days off
- arrangements which allow for flexibility in relation to the taking of rostered days off
- any arrangements of ordinary hours which exceed eight hours in any day.

21.4.3 By agreement between the Rail Commissioner and the majority of employees in the depot concerned, twelve hour days or shifts may be introduced subject to:

- proper health monitoring procedures being introduced
- suitable roster arrangements being made
- proper supervision being provided
- adequate breaks being provided
- an adequate trial or review process being implemented through the consultative process in clause 8.
- being guided by the *Work Health and Safety Act 2012* (SA).

## 21.5 Daylight saving

An employee working a shift either at the time of commencement or termination of daylight saving, will be paid for the rostered hours for that shift regardless of the clock moving forward or backwards during the shift.

## 21.6 Special Provisions for Shift Workers

### 21.6.1 Definitions

For the purposes of this clause:

- **Rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.
- **Afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight.
- **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- **Continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable cause beyond the control of the Rail Commissioner.
- **Sunday** means all time between midnight Saturday and midnight Sunday.



### **21.6.2 Rosters**

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

### **21.6.3 Variation to shifts by agreement**

21.6.3 (a) The method of working shifts may in any case be varied by agreement between the Rail Commissioner and the employees concerned to suit the circumstances of the establishment.

21.6.3.(b) The time of commencing and finishing shifts once having been determined through the process at clause 21.6.3(a) may be varied by agreement between the Rail Commissioner and the employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by Rail Commissioner to the employees.

## **21.7 Afternoon or night shift allowances**

21.7.1 An employee whilst on afternoon shift will be paid for such shift 15% more than the ordinary rate.

21.7.2 An employee whilst on night shift will be paid for such shift 30% more than the ordinary rate.

21.7.3 An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop, will be paid for each such shift;

21.7.3(a) If the reason they do not work the five or six shifts is because of a decision of the Rail Commissioner – 50 percent for the first three hours and 100 percent for the remaining hours in addition to their ordinary rate; or

21.7.3(b) If by a decision of the employee (including by taking any form of leave, a day off as per clause 20.3.2, or swapping shifts) – 15% for an afternoon shift and 30% for a night shift.

## **21.8 Rate for working on Saturday shifts**

21.8.1 The minimum rate to be paid to an employee for work performed between midnight on Friday and midnight on Saturday will be time and a half. Such extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 21.7.

21.8.2 Shifts that fall partly on a Saturday will;

21.8.2(a) If the majority portion of the shift falls on the Saturday – be considered as a full Saturday shift; or

21.8.2(b) If the majority portion of the shift falls on the other day – be considered as a full shift on that day

**21.9 Rate for working on Sunday and Public holidays**

- 21.9.2 The rate at which employees are to be paid for all time worked on a Sunday or public holiday is as follows:
- Sundays - at the rate of double time
  - Public holidays - at the rate of double time and a half.
- 21.9.3 Where shifts commence between 11.00p.m. and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- 21.9.4 Where shifts fall partly on a public holiday, the shift which has the major portion falling on the public holiday will be regarded as the holiday shift.
- 21.9.5 By agreement between the Rail Commissioner and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.
- 21.9.6 The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in clause 21.7.

**21.10 Overtime payments**

- 21.10.1 Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift will:
- 21.10.1(a) if employed on continuous shift work be paid at the rate of double time; or
- 21.10.1(b) if employed on non-continuous shift work at the rate of time and a half for the first three hours and double time thereafter, except in each case when the time is worked:
- not by a decision of the Rail Commissioner but by arrangement between the employees themselves; or
  - for the purpose of effecting the customary rotation of shifts.
- 21.10.1(c) Provided that when not less than eight hours' notice has been given to the Rail Commissioner by a relief employee that he or she will be absent from work and the employee to be relieved is not relieved and is required to continue to work on their rostered day off, the unrelieved employee will be paid double time.

## **21.11 Overtime payment - Signalling section - Continuous shift work employees**

Overtime provisions will apply to the sixth shift in the week in every instance where the roster does not designate the actual overtime shift.

## **21.12 Meal Breaks**

- 21.12.1 An employee will not be required to work for more than five hours without a break for a meal, except by agreement between the Rail Commissioner and the majority of employees in the depot concerned, in which case employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break. All time taken by employees for the purpose of a meal break will be paid time, calculated at the applicable rate of pay and form part of ordinary rostered hours.
- 21.12.2 The time of taking a scheduled break or rest break by one or more employees may be altered by the Rail Commissioner if it is necessary to do so in order to meet a requirement for continuity of operations.
- 21.12.3 The Rail Commissioner may stagger the time of taking a meal and rest breaks to meet operational requirements.
- 21.12.4 Subject to clause 21.12.1, an employee will work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle.
- 21.12.5 Except as provided in this subclause, and except where any alternative arrangement is entered into between the Rail Commissioner and the employee concerned, time and a half rates will be paid for all work done during meal hours and thereafter until a meal break is taken.

## **21.13 Approval of Additional Hours**

- 21.13.1 Any overtime worked, (including periods where an employee is recalled to work) requires prior approval and consideration of the *Work Health and Safety Act 2012* (SA).
- 21.13.2 When overtime work is approved it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.

## **21.14 Overtime**

- 21.14.1 Except as provided for in clauses 21.20, 21.21 and 29.2, for all work done outside ordinary hours the rates of pay will be time and a half for the first three hours and double time thereafter until the completion of the overtime work. For continuous shift workers in clause 21.10 the rate for working overtime is double time.
- 21.14.2 For the purposes of this clause, ordinary hour's means the hours of work fixed in accordance with clauses 21.1 to 21.6 inclusive.

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- 21.14.3 The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- 21.14.2 Subject to clause 21.14.3, the Rail Commissioner may require an employee to work reasonable overtime at overtime rates.
- 21.14.3 An employee may refuse to work overtime only in circumstances where the working of such overtime would result in the employee working hours that are unreasonable having regard, but not limited, to:
- any risk to employee health and safety
  - the employee's personal circumstances including any family responsibility
  - the needs of the workplace or enterprise
  - the notice (if any) given by the Rail Commissioner of the overtime and by the employee of their intention to refuse it; and any other relevant matter

### **21.15 Rest period between shifts**

- 21.15.1 If an employee does not have at least 10 consecutive hours off duty between any shifts then that employees must be released after completion of such shift until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 21.15.2 If the Rail Commissioner instructs an employee to resume or continue work before the completion of the above mentioned rest period, that employee will be paid at double rates until released from duty. The employee will be entitled to be absent until having had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 21.15.3 The provisions of the subclause will apply in the case of shift workers as if eight hours were substituted for ten hours when a shift is worked:
- for the purpose of changing shift rosters;
  - where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
  - where a shift is worked by arrangement between the employees themselves.
- 21.15.4 An employee who has been recalled to duty is entitled to the rest period and/or penalties in this clause only from their last recall during an On Call period.

### **21.16 Standing by**

Subject to any custom prevailing where an employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's ordinary rate of pay for the time he or she is standing by.

**21.17 On Call Arrangements**

- 21.17.1 An On Call roster will be developed and agreed in consultation with the workgroup involved.
- 21.17.2 No employee will be required to enter into an on call arrangement other than voluntarily and may elect to cease such an arrangement at any time, subject to provision of reasonable notice.
- 21.17.3 Employees rostered to be on call under the agreed roster arrangements will be required to attend to unplanned situations requiring the rectification of faults or repair of equipment likely to disrupt the continuous operation of the train or tram rail network.
- 21.17.4 No employee will be rostered or required to be on call more frequently than a total of seven days every 14 days. Any arrangement that would require an employee to be on-call more frequently may only be introduced where the employee concerned genuinely agrees to the same.
- 21.17.5 The frequency and duration of an employee being on call is to be established through consultation with the employees concerned, having particular regard to occupational, health and safety considerations.
- 21.17.6 Employees who are on call must be contactable whilst on call but will not be restricted to their residence.
- 21.17.7 Employees who are on call will be provided with any equipment required for their work.
- 21.17.8 An employee recalled to duty as a result of being rostered to be on call will be paid a minimum of four hours pay at relevant overtime rates, but will be required to attend for duty only for the time required to attend to and complete the tasks which prompted a recall to duty.
- 21.17.9 Subsequent call backs within four hours of an initial call back (other than to attend a worksite to rectify faults not appropriately attended to during the initial recall to duty) will be treated as separate call backs.
- 21.17.10 Should the total time worked exceed four hours, payment for the additional hours worked will be made at the relevant overtime rate.
- 21.17.11 An employee recalled to duty will be required to complete only the work which prompted the initial request.
- 21.17.12 Calculation of the four hour period for which payment will be made will commence at the time the employee leaves home and conclude at the time the employee returns home. Employees will be asked to notify the relevant party of the completion time of the task involved and the anticipated time of their return home.
- 21.17.13 To facilitate the timely response to situations requiring out of hours attendance, arrangements will be made for employees

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participating in on call roster arrangements to be provided with a suitable vehicle whilst on call.

- 21.17.14 Employees who agree to participate in rostered On Call arrangements will be entitled to payment of the On Call Allowance as set out at S3.7 of this Agreement.

### 21.18 Call back

An employee recalled to work overtime after leaving the worksite (whether notified before or after leaving worksite) is to be paid for a minimum of four hours' work at the rate of time and one half for the first three hours and double time thereafter. There are a number of conditions which apply to this provision:

- 21.18.1 Where an employee is required to regularly hold themselves in readiness for a call back he or she will be paid for a minimum of three hours' work at the appropriate overtime rate. This is subject to clause 21.16 which deals with the conditions for standing by.
- 21.18.2 If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day he or she will be entitled to the three or four hour minimum overtime payment provided for in this subclause at the appropriate rate for each time so recalled.
- 21.18.3 Except in the case of unforeseen circumstances arising, an employee will not be required to work the full three or four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- 21.18.4 This subclause does not apply in cases where it is customary for an employee to return to work to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- 21.18.5 In circumstances where clause 21.18.4 applies, the Supervisor will have regard to occupational health and safety obligations in considering any adequate rest period.

### 21.19 Saturday work

A day worker required to work overtime on a Saturday must be afforded at least four hours' work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

### 21.20 Sunday work

- 21.20.1 Employees, other than shift workers, required to work on Sundays will be paid for a minimum of four hours' work.
- 21.20.2 Except as otherwise provided in clause 21.9, an employee not engaged on continuous work will be paid at the rate of double time for work done on Sundays. The double time is to be paid until the employee is relieved from duty.

- 21.20.3 An employee, not engaged on continuous work who works on a Sunday and (except for meal breaks) immediately thereafter continues such work will on being relieved from duty be entitled to be absent until having had ten consecutive hours off duty, without deduction of pay for ordinary time of duty recurring during that absence.
- 21.20.4 An employee working on a Sunday will be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after the crib time.

#### **21.21 Public holiday work**

All hours worked on a public holiday will be paid at the rate of double time and a half, in accordance with clause 29.2 of this Agreement.

#### **21.22 Rest breaks during overtime**

- 21.22.1 An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
- 21.22.2 Unless the period of overtime is less than one and a half hours, an employee, will be allowed a paid meal break of twenty minutes (paid at ordinary rates) before starting overtime after working ordinary hours. The Rail Commissioner and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Rail Commissioner will not be required to make payment in respect of any time allowed in excess of twenty minutes.

#### **21.23 Transport of employees**

When an employee, after having worked overtime or a shift not regularly rostered, finishes work at a time when reasonable means of transport are not available, the Rail Commissioner will provide a conveyance home, or pay the current wage for the time reasonably occupied in reaching home.



## PART 6 – TYPES OF LEAVE AND PUBLIC HOLIDAYS

### 22 Leave Provisions

Relationship between this Agreement and the National Employment Standards (NES)

- The provisions of this Agreement relating to various forms of leave are to be read in conjunction with the *Fair Work Act 2009* (Cth).
- The purpose of the following clauses is to provide a general summary of the provisions of the *Fair Work Act 2009* (Cth) as they apply to employees covered by this Agreement.

It is not the intention that any provision of this Agreement is to operate in a way that is less favourable to employees than the NES. If any provision of this clause operates in a way that is less favourable to employees than the NES, then the NES shall prevail.

### 23 Annual Leave

- 23.1 An employee is entitled to four weeks annual leave per year. Regular part-time employees will accrue an entitlement to Annual Leave on a pro-rata basis based on their ordinary hours of work.
- 23.2 Notwithstanding clause 23.7, annual leave will be taken at times agreed between Rail Commissioner and the employee.
- 23.3 Rail Commissioner must not unreasonably direct an employee to take annual leave or unreasonably refuse a request by the employee to take paid annual leave.

#### 23.4 Additional leave for seven day shift workers

- 23.4.1 In addition to the entitlement to leave provided for at clause 23.1, seven day shift workers, (that is employees who are rostered to work regularly on Sundays and public holidays), will be allowed an additional seven consecutive days leave, including nonworking days.
- 23.4.2 Where an employee with twelve months continuous service is engaged for part of the twelve month period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in clause 23.1 increased by half a day for each month the employee is so engaged.
- 23.4.3 The calculation of the entitlement set out at 23.4.2 will be based on an average of the hours worked as a relieving shift worker over the previous financial year.

#### 23.5 Payment for Annual Leave

Annual leave is paid at ordinary rates of pay excluding payments in respect of overtime, shift penalties or special rates set out at Schedule 3.4.

#### 23.6 Annual Leave Loading

- 23.6.1 During a period of annual leave an employee will receive a loading calculated on the ordinary base rate of pay. The loading will be as follows:



- 22.3.6.1(a) **Day workers-** employees who would have worked on day work only had they not been on leave - a loading of 17.5 percent.
- 22.3.6.1(b) **Shift workers** - employees who would have worked on shift work had they not been on leave - a loading of 20 percent.
- 22.3.6.1(c) The loading prescribed by this subclause on termination will only apply to completed months of pro rata annual leave accruals.

## **23.7 Direction to take Annual Leave**

- 23.7.1 A day worker employee with an annual leave credit of greater than eight weeks may be directed to take such leave.
- 23.7.2 A shift work employee with an annual leave credit of greater than 10 weeks may be directed to take such leave.

## **23.8 Payment on Termination**

Employees are entitled to payment of accrued unused annual leave upon termination of employment.

## **24 Personal Leave**

The provisions of this clause apply to full-time, part-time (on a pro-rata basis) and fixed-term employees but do not apply to casual employees.

### **24.1 Amount of paid personal leave**

- 24.1.1 Paid personal leave is available to employees when they are absent from duty:
- due to personal illness or injury;
  - for the purposes of providing care or support to a member of the employee's immediate family or household who requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member.
- 24.1.2 A full-time employee accrues an entitlement to 12 days (91.2 hours) personal leave per year, payable at the rate the employee would reasonably have expected to be paid if he/she had worked during that period.
- 24.1.3 Part time employees are entitled to paid personal leave on a pro rata basis having regard to the number of hours that they work.
- 24.1.4 Unused personal leave accumulates from year to year.
- 24.1.5 Casual employees are not entitled to paid personal leave, but may, with the agreement of the Rail Commissioner, not be required to be available for work should such leave be required.

### **24.2 Notification Requirements**

- 24.2.1 Employees must notify the Rail Commissioner, as soon as reasonably practicable prior to the commencement of the employee's shift, if they

intend to be absent from work due to the requirement to take personal/leave.

24.2.2 The notification must include:

- the reason for taking such leave (i.e. whether it is due to personal illness or injury; illness or injury affecting an immediate family member or household member; or an unexpected emergency); and
- the estimated length of absence.

24.2.3 If it is not reasonably possible for the employee to inform the Rail Commissioner during the ordinary hours of the first day or shift of such absence, the employee will inform the Rail Commissioner within 24 hours of such absence.

### **24.3 Documentation Required**

24.3.1 An employee is entitled to leave for personal illness or injury without the production of a medical certificate or other supporting evidence for any period of personal leave relating to personal illness or incapacity for a period up to two working days.

24.3.2 When taking leave for personal illness or injury in excess of the limit set out in clause 24.3.1, the employee must establish by production of a medical certificate or other supporting evidence from a qualified health practitioner that the employee was unable to work because of personal injury or illness.

24.3.3 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must establish, by production of a medical certificate or other supporting evidence from a qualified health practitioner, the illness of the person concerned and that such illness requires care by the employee.

24.3.4 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to the Rail Commissioner, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

24.3.5 The Rail Commissioner may agree to accept a Statutory Declaration in lieu of the required medical certificate in 24.3.2 and 24.3.3 in exceptional circumstances.

### **24.4 Sick Leave Pool**

The Parties agree to continue to comply with the Rail Commissioner's current Sick Leave Pool arrangements, which provides that employees forgo two days' of their annual Personal Leave entitlement in order to access up to 800 hours of paid leave in the event that they exhaust their entitlement to paid sick leave and require to be absent from duty for a period in excess of five days due to personal illness or injury.

#### **24.4 Unpaid personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave due to personal illness or injury or to provide care and support for members of their immediate family or household who have an illness or injury or due to an unexpected emergency. The Rail Commissioner and the employee shall agree on the period involved. In the absence of agreement, an employee is entitled to take up to 3 days per occasion, provided the requirements of 24.3.2 and 24.3.3 are met.

### **25 Compassionate Leave**

- 25.1 Full time and part time employees are entitled to three days of paid compassionate leave on each occasion that a member of the employee's immediate family or household:
- 25.1.1 contracts or develops a personal illness that poses a serious threat to his or her life
  - 25.1.2 sustains a personal injury that poses a serious threat to his or her life; or
  - 25.1.3 dies.
- 25.2 Casual employees are not entitled to paid compassionate leave.
- 25.3 Rail Commissioner may require employees to provide any evidence that it reasonably requires of the illness, injury or death of the person concerned.

### **26 Parental Leave**

Subject to the terms of this clause employees are entitled to a maternity, paternity and adoption leave and to request flexible working arrangements in connection with the birth or adoption of a child.

The provisions of this clause relating to paid leave apply to full time and part time employees but do not apply to casual employees.

Provisions of this clause relating to unpaid parental leave also apply to casual employees if they meet the following criteria:

- They have been employed on a regular and systematic basis for a sequence of periods over at least 12 months; and
- Had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

#### **26.1 Definitions**

For the purpose of this clause child means a child (or children in the case of a multiple birth) of the employee under the age of 1 year (except for adoption of a child where "child" means a child of the employee that is or will be under 16 when placed with the employee for the purposes of adoption). It does not include the adoption of a child or stepchild of the employee or of the spouse of the

employee who had previously lived continuously with the employee for a period of six months or more.

For the purpose of this clause the term "spouse" includes a de-facto or former spouse, except with regards adoption leave, where the term "spouse" does not include a former spouse.

## **26.2 Basic Entitlement**

26.2.1 After 12 months' continuous service, parents are entitled to a combined total of leave that is not to exceed 104 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken, and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

26.2.2 Parental leave is to be available only to one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) an unbroken period of up to eight weeks at the time, or following the birth of the child; and
- (b) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

## **26.3 Maternity Leave**

26.3.1 For the avoidance of doubt, maternity leave provisions under this clause are leave without pay. Refer to clause 26.7 for paid maternity leave provisions.

26.3.2 An employee must provide notice to the Rail Commissioner in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant - at least 10 weeks);
- (b) the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

26.3.3 When an employee gives notice under clause 26.3.2 the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

26.3.4 An employee will not be in breach of clause 26.3.2 if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

26.3.5 Subject to clause 26.2.1 and unless agreed between the Rail Commissioner and the employee, an employee may otherwise commence parental leave at any time within six months immediately prior to the expected date of birth.

- 26.3.6 Where any employee continues to work within the six weeks period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the employee is required to provide a medical certificate stating that she is fit to return to her normal duties.

## **26.4 Special Maternity Leave**

- 26.4.1 Where the pregnancy of an employee who is not on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave for such time as a registered medical practitioner certifies as necessary.
- 26.4.2 An employee who suffers from an illness not related to the direct consequences of the confinement may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 26.4.3 Where an employee who is not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternal leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 26.4.4 Where leave is granted under clause 26.3.5, during the period of leave an employee may return to work at any time, as agreed between the Rail Commissioner and the employee provided that the time does not exceed four weeks from the recommencement date desired by the employee.

## **26.5 Paternity Leave**

- 26.5.1 An employee will provide to the Rail Commissioner at least 10 weeks prior to each proposed period of paternity leave:
- 26.5.1.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or provides the date on which the birth took place;
  - 26.5.1.2 written notification of the dates on which it is proposed that the paternity leave commences and concludes; and
  - 26.5.1.3 a statutory declaration stating:
    - he will take that period of paternity leave to become the primary care giver of the child;
    - particulars of any period of maternity leave sought or taken by his spouse; and

- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

26.5.2 The employee will not be in breach of clause 26.5.1 if the failure to give the required notice is due to the birth occurring earlier than expected, the death or serious illness of the mother or child or other compelling circumstances.

## **26.6 Adoption Leave**

26.6.1 For the avoidance of doubt, leave provisions under this clause are leave without pay. Refer to clause 26.7 for paid maternity leave provisions.

26.6.2 The employee will notify the Rail Commissioner at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where through circumstances beyond their control, the adoption takes place earlier.

26.6.3 Before commencing adoption leave an employee will provide the Rail Commissioner with a statutory declaration stating:

26.6.3(a) the employee is seeking adoption leave to become the primary caregiver of the child;

26.6.3(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

26.6.3(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

26.6.4 The Rail Commissioner may require the employee to provide confirmation from the appropriate Government authority of the placement.

26.6.5 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Rail Commissioner immediately and the Rail Commissioner will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

26.6.6 An employee will not be in breach of this clause as a consequence of failure to give appropriate notice if it results from a requirement of an adoption agency to accept earlier or later placement of a child, the death or serious illness of a spouse or other compelling circumstances.

26.6.7 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Rail Commissioner will agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to

the employee, the Rail Commissioner may require the employee to take such leave instead.

## **26.7 Paid Maternity Leave and Adoption Leave**

- 26.7.1 Subject to clause 26.2, a full time employee who has completed 12 months continuous service immediately prior to the birth of a child, or before taking custody of an adopted child, is entitled to 16 weeks of paid maternity/adoption leave at the employee's ordinary rate of pay.
- 26.7.2 An employee who, at the time of taking paid maternity or adoption leave, has been employed by the Rail Commissioner for not less than five years (including periods of approved unpaid leave), will be entitled to 20 weeks paid maternity leave.
- 26.7.3 The employee will be entitled to the applicable maximum period of paid leave payable at the employees ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date leave commences. The period of paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 26.7.4 At the time of applying for paid maternity/adoption leave, the employee may elect in writing:
  - 26.7.4(a) to take the paid leave in two periods of split into equal proportions during the first the first 12 months of the commencement of their paid leave; or
  - 26.7.4(b) to take the paid leave at half pay in which case notwithstanding any other clauses of this Agreement, the employee will be entitled, during the period of leave to be paid at half ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date the maternity/adoption leave commences; or
  - 26.7.4(c) a combination of clause 26.7.4.1 and clause 26.7.4.2.
- 26.7.5 Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 26.7.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence of confinement.

## **26.8 Variation of the Period of Parental Leave**

Where an employee takes leave under this clause, unless otherwise agreed between Rail Commissioner and the employee, an employee may apply to Rail Commissioner to change the initial 52 week period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement to leave under this clause.



## **26.9 Right to Request**

An employee entitled to parental leave pursuant to the provisions of clause 26.2 may request the Rail Commissioner to allow them:

- 26.9.1 To extend the period of simultaneous unpaid parental leave provided for within clause 26.2.2 up to a maximum of eight weeks;
- 26.9.2 To extend the period of unpaid parental leave provided for in clause 26.2.1 by a further continuous period of leave not exceeding 12 months; and
- 26.9.3 To return from a period of maternity or adoption leave on a part time basis, at the employee's substantive level, until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- 26.9.4 The Rail Commissioner will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.

## **26.10 Employee's Request and Employer's Decision to be in Writing**

The employee's request and the Rail Commissioner's decision made under clauses 26.9.1, 26.9.2 and 26.9.3 must be recorded in writing.

## **26.11 Parental Leave and Other Entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of paid and unpaid leave not exceeding 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.

## **26.12 Transfer to a Safe Job**

- 26.12.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue with her present work, the employee will, if the Rail Commissioner deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of maternity leave.
- 26.12.2 If the transfer to a safe job is not practicable, then the employee is entitled to paid no safe job leave for the risk period paid at the employee's base rate of pay as per the National Employment Standards.

## **26.13 Returning to Work After a Period of Parental Leave**

- 26.13.1 An employee will notify of their intention to return to work after the period of parental leave at least four weeks prior to the expiration of the leave.
- 26.13.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave.



- 26.13.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **26.14 Request to Return to Work Part Time**

- 26.14.1 Where an employee wishes to make a request under this Agreement to return to work on a part time basis, such request must be made no less than seven weeks prior to the date upon which the employee is due to return to work from maternity or adoption leave. The employee will provide to the business unit manager such information as may reasonably be required, including the proportion of time sought, and the date the relevant child will reach school age.
- 26.14.2 In the event that the worker has returned to work on a part time basis, then at least 12 weeks prior to the relevant child reaching school age, the employee will advise the Rail Commissioner whether the employee will revert to employment on a full time basis or wishes to continue to be employed on a part time basis. Continuation of part time arrangements will remain at the Rail Commissioner's discretion.

#### **26.15 Replacement Employees**

- 26.15.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- 26.15.2 Before the Rail Commissioner engages a replacement employee, the Rail Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **26.16 Communication during Parental Leave**

- 26.16.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the Rail Commissioner shall take reasonable steps to make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before they commenced leave.
- 26.16.2 In addition the Rail Commissioner will provide an opportunity for the employee to discuss any significant effect will have on the position they held before commencing parental leave.
- 26.16.3 The employee shall take reasonable steps to inform the Rail Commissioner about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether

the employee intends to request a return to work on a part time basis

26.16.4 The employee will also notify the Rail Commissioner of changes of address or other contact details which might affect the Rail Commissioner's capacity to comply with this clause.

## **27 Leave Long Service Leave and Skill and Experience Retention Leave**

- 27.1 Employees are entitled to Long Service Leave and Skills and Experience Retention Leave subject to the qualifying conditions and terms of the *Public Sector Act 2009* and the provisions of the applicable Commissioner's Determination as varied from time to time.
- 27.2 During each financial year, an eligible employee will accrue an amount of retention leave for each month of effective service completed during that financial year. From 2014-15 onwards an employee will accrue 1/3 working day per month of effective service, up to a maximum of 4 days per year.
- 27.3 An eligible employee may apply to take retention leave once the employee has accrued an amount of leave equivalent to one working day. Retention leave must be applied for and taken as a whole working day.
- 27.4 Between 1 July and 31 August each year an employee may elect to convert the retention leave accrued in the preceding financial year to a monetary payment.
- 27.5 To make an election to receive a payment instead of taking the leave, an employee must complete and submit the appropriate form to the relevant agency with responsibility for payroll services by 31 August following the financial year in which the entitlement accrued.
- 27.6 A retention leave entitlement accrued within a financial year must, if not converted into a monetary amount, be taken within 5 years of the accrual.

## **28 Community Service Leave**

### **28.1 Jury Service**

- 28.1.1 Employees who are required for jury service will be allowed reasonable time off work to attend. Proof of attendance, the duration of attendance and the amount received will be provided by the employee to the Rail Commissioner.
- 28.1.2 Employees will be paid the difference between the amount paid for such jury service and any wages, including penalty payments, he or she would have received if they had been rostered to work during such period of jury service.

### **28.2 Other Community Service Activity**

- 28.2.1 Where an employee engages in an eligible community service activity, excluding jury service, he or she is entitled to take unpaid leave for the reasonable duration of the activity, provided that the

employee's absence is reasonable in the circumstances. An eligible community service activity includes the carrying out of voluntary emergency management activities, prescribed in the applicable legislation.

28.2.2 The reasonable duration of the activity may include travelling time and reasonable rest time following the activity.

28.2.3 Employees will be required to give the Rail Commissioner notice of an absence for eligible community service activity under this clause and must advise the Rail Commissioner of the period or expected period of the absence. The Rail Commissioner may also require a satisfactory evidence of the employee's participation in the activity for which leave is requested.

## **29 Domestic / Family Violence**

The Commissioner for Public Sector Employment has issued Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave, which includes Section F – Special Leave with Pay and Leave Without Pay, which provides for access to special leave with pay for employees suffering from or escaping domestic/family violence. Insofar as this Determination relates to Domestic/Family Violence, it applies to employees covered by this Agreement pursuant to Regulation 9(8) of the *Public Sector Regulations 2010* (SA).

## **30 Public Holidays**

### **30.1 Not required to work on a public holiday**

30.1.1 A full-time employee who is not required to work on a public holiday, that would have otherwise been an ordinary working day, will be paid 8 hours at the ordinary rate, irrespective of any under time, ordinary time or overtime credited in the fortnightly pay period in which that public holiday occurs.

30.1.2 A part-time employee who is not required to work on a public holiday, that would have otherwise been an ordinary working day, will be paid at the ordinary rate for the ordinary hours that would normally have been worked under the terms of their contract of employment.

30.1.3 An employee may refuse the request to work a public holiday shift if the request is not reasonable or if the refusal is reasonable. However, the Parties recognise that there is generally a need for public holiday shifts to be included on the roster and agree that any roster which includes such shifts is considered reasonable.

### **30.2 Payment for Time Worked on Public Holidays**

30.2.1 A public holiday must be paid for on the basis of the ordinary working hours for the day observed.

30.2.2 For avoidance of doubt, a part-time employee is not entitled to payment for a public holiday falling on a day the employee is not rostered or contracted to work.

- 30.2.3 Day workers required to work on a public holiday will be paid for a minimum of four hours' work and will be paid such hours at double time and one half.
- 30.2.4 Day workers required to work on a public holiday that would have normally been a work day had it not been a public holiday will receive payment for the hours worked at the rate of time and one half, and in addition will receive one day's pay in lieu of the holiday.
- 30.2.5 A continuous shift worker working a rostered shift, the major portion of which is performed on a public holiday, is paid at double time and one half.
- 30.2.6 Continuous shift workers required to work approved overtime on a public holiday must be paid for a minimum of three hours' work at double time and one half.
- 30.2.7 Non-continuous shift workers required to work overtime on a public holiday must be paid for a minimum of three hours' work at double time and one half. The double time and one half is to be paid until the employee is relieved from duty.
- 30.2.8 Time worked on a part-day public holiday will be paid at the applicable double time and a half.
- 30.2.9 An employee not rostered to work between 7.00pm and midnight on a part-day public holiday, other than an employee who has exercised their right to refuse to work on the part-day public holiday as provided for in the NES, will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- 30.2.10 An employee who works any hours between 7pm and midnight on a part-day public holiday will be entitled to the applicable public holiday penalty rate for those hours worked.

### **30.3 Substitution of certain public holidays which fall on a weekend**

Public holidays falling on a weekend will be substituted in accordance with the *Holidays Act 1910* (SA).

### **30.4 Rostered day off falling on public holiday**

Where a seven day or continuous shift worker's ordinary hours of work are structured to include a day off and that day off falls on a public holiday, the employee will be paid for that day at the ordinary rate. This will not apply where the rostered day off falls on a Saturday or a Sunday.

### **30.5 Public holidays falling within a period of annual leave**

- 29.5.1 Where a public holiday falls in a period of annual leave the employee will not be taken to be on annual leave on that day.
- 29.5.2 Part-day public holidays are not considered as public holidays for the purposes of clause 27.4.1 unless the employee would have ordinarily have worked at that time.

### **30.6 Acting in a Higher Grade - Public Holidays**

Where an employee acts in a higher class or grade for more than two hours on the working day immediately preceding a public holiday, and resumes in that class or grade for more than two hours on the first working day after the public holiday, payment for the holiday will be made at the higher rate

**30.7 Rest Break**

An employee, not engaged on continuous work who works on a public holiday and, except for meal breaks, immediately thereafter continues such work will be entitled to the provisions of clause 21.15.

## **PART 7 – OTHER MATTERS**

### **31 Salary Packaging Arrangements**

- 31.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is a written formal administrative instrument between the Rail Commissioner and the employee which enables agreed salary packaging arrangements to be put in place that is principally for the employees benefit.
- 31.2 Subject to this clause the salary payable to an employee or applicable to a position where the occupant elects to enter into an SSA will be the salary payable under the SSA, notwithstanding any other provision in or schedule to this Agreement.
- 31.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into an SSA.
- 31.4 Where on cessation of employment, the Rail Commissioner makes payment in lieu of notice, or a payment in respect of accrued leave entitlements (instead of transferring leave credits to another SA Public Sector Employer) the payment shall be based on the salary that would have been payable had the employee not entered into an SSA.

### **32 Training, Development and Succession Planning**

- 32.1 The shared commitment to enable performance improvement is recognised. The Rail Commissioner will continue to use a competency based development and assessment regime and will be in accordance with relevant standards identified within the Australian Quality Training Framework (AQTF) or its successor.
- 32.2 Assessments of competence will be undertaken by a qualified assessor nominated by the Rail Commissioner or through external providers. Any appeal by an employee against a competency assessment will be dealt with through the relevant Registered Training Organisation's complaints and appeals procedure. If an employee does not agree with the outcomes of the appeal, the parties will agree for the matter to be dealt with through an agreed qualified external provider.
- 32.3 To support this, regular performance reviews will be undertaken with all employees (at least annually) to assist in performance improvement. The outcome of these reviews will be a record of agreed performance measures and training and development activities.
- 32.4 These will relate to the requirements for continuous improvement in performing the duties of the role, as detailed in the related job descriptions, and in supporting appropriate career advancement.
- 32.5 The Rail Commissioner commits to supporting arrangements for effective business/works planning and management and development of individual performance by:

- Providing appropriate training and support for supervisors and managers.
  - Co-ordinating the allocation of appropriate resources for implementing priority training and development activities, identified through performance reviews and business planning activities.
- 32.6 In support of individual career progression and effective workforce planning, employees will be involved in activities designed to meet future workforce needs, in addition to individual performances development review and business planning processes, such activities are likely to include contribution to focus groups, completion of questionnaires, etc.
- 32.7 To promote the efficient and effective delivery of services to the Rail Commissioner's customers, the classification structure will recognise the requirement for increasing levels of multiskilling commensurate with their classification.
- 32.8 Progression to higher classification levels will be on the basis of the Rail Commissioner confirming that the individual:
- Is required to apply that higher level of competence in performing duties detailed in related job description
  - Is formally assessed as competent to perform those duties at the higher level, as per clause 31.2.
- 32.9 To achieve continuous improvement in service delivery and expand the knowledge base of the organisation, all employees will continue in activities ensuring the successful transfer and sharing of knowledge and expertise with colleagues.
- 32.10 A variety of approaches will be used as appropriate to the workgroup and individual employees. Such activities may include contribution to arrangements for:
- Documenting and reviewing work practices
  - Inducting new employees
  - Refresher training for existing employees
- 32.11 The parties share a joint commitment to implementing improved arrangements for the successful integration of additional apprenticeships and traineeships within the organisation.

### **33 Redeployment**

An employee, other than a fixed-term or casual employee, who is declared excess to the Rail Commissioner's organisational requirements will be subject to Schedule 5.

### **34 No Extra Claims Commitment**

During the life of this Agreement the parties bound undertake not to pursue claims except where consistent and contemplated by this Agreement.

### 35 Flexibility

35.1 The Rail Commissioner and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the affect of terms of the agreement if:

34.1.1 the agreement deals with one or more of the following matters:

34.1.1(a) arrangements about when work is performed; overtime rates;

34.1.1(b) overtime rates;

34.1.1(c) penalty rates;

34.1.1(d) allowances;

34.1.1(e) leave loading; and

34.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

34.1.3 the arrangement is genuinely agreed to by the employer and employee.

35.2 The Rail Commissioner must ensure that the terms of the individual flexibility arrangement:

34.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

34.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

34.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

35.3 The Rail Commissioner must ensure that the individual flexibility arrangement:

34.3.1 is in writing; and

34.3.2 includes the name of the employer and employee; and

34.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

34.3.4 includes detailsof:

34.3.4(a) the terms of the enterprise agreement that will be varied by the arrangement; and ·

34.3.4(b) how the arrangement will vary the affect of the terms; and

34.3.4(c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and



34.3.5 states the day on which the arrangement commences.

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

35.5 The Rail Commissioner or an employee may terminate the individual flexibility arrangement:

34.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

34.5.2 if the Rail Commissioner and the employee agree in writing at any time.

### **36 Glengowrie Tram Maintenance Depot Arrangements**

Employees engaged on tram maintenance activities at the Glengowrie Depot will have the ability to take tea breaks in a flexible manner, consistent with work requirements or at such times as the Workshop manager may convene consultation/discussion periods.

### **37 Injury and Income Protection**

Additional income and injury protection will apply to employees in accordance with the Income and Injury Protection Principles set out at Schedule 6 of this Agreement, where entitlements under the *Return to Work Act 2014* (SA) have ceased.

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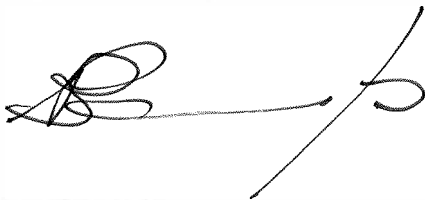
Jon Whelan  
Rail Commissioner  
83 Pirie Street, Adelaide SA 5000 Employer

Date 10/2/23



John Adley  
State Secretary  
Communications, Electrical, Electronic, Plumbing and Allied Services  
Union Electrical Energy and Services Division – SA Branch  
87 St Vincent Street, Port Adelaide SA 5015 Union  
Bargaining Representative

Date 9 February 2023



Peter Lamps  
Branch Secretary  
Australian Workers' Union – South Australian Branch 22-24 Main  
Street, Mawson Lakes SA 5095  
Union Bargaining Representative

9/2/2023  
Date

## SCHEDULE 1 – CLASSIFICATION STRUCTURE

### S1.2 CLASSIFICATION DEFINITIONS ENGINEERING METAL TRADES

#### S1.2.1 **Classification Assessments and Recognition of Prior Learning**

The assessment of classifications under this Agreement will recognise skills and competencies developed by means of prior learning or formal training and which are assessed as being equivalent to those which would have satisfied the requirements for the completion of the agreed training modules.

#### S1.2.2 **C1A engineering support person - New entrant - Relativity 78%**

- A C1A Engineering Support person is an employee who is a new entrant who is undergoing organisational orientation prior to taking up an appointment at a designated work location.
- An employee will progress to C1 level upon taking up appointment at their designated work location.

#### S1.2.3 **C1 Engineering support person - Induction - Relativity 82%**

S1.2.3(a) A C1A Engineering support person is an employee who is undertaking induction training which will include information on the conditions of employment, introduction to the plant layout, supervisors and fellow workers, work procedures, occupational health and safety, equal employment opportunity, training and career path options/opportunities and quality assurance.

S1.2.3(b) An employee at this classification will perform routine tasks essentially of a manual nature within the level of their training.

S1.2.3(c) Some of the tasks expected of an employee at this classification may include:

- general housekeeping/cleaning duties;
- work of an essentially manual nature which required minimal judgement;
- work under direct supervision;
- structured training to facilitate progression to C2 level.

#### S1.2.4 **C2 Engineering support person 88%**

S1.2.4(a) A C2 Engineering support person is an employee who is responsible within the level of their training, for general engineering support tasks. Employees at this classification perform work above and beyond the level of skill exercised at C1. They may undertake structured training which includes training in quality assurance, stores functions, keyboard skills and clerical procedures.

S1.2.4(b) An employee at this classification will perform routine engineering support tasks within the level of their training. They will work within the *Work Health and Safety Act 2012*.

S1.2.4(c) Some of the tasks which an employee may perform at this classification includes:

- repetition work on automatic, semi-automatic or single purpose machines;
- assisting tradespersons in the performance of their tasks;
- general housekeeping/cleaning;
- using selected hand tools under trade supervision;
- operating flexibly between geographically defined work stations;
- working under general supervision;
- exercising limited judgement and discretion;
- structured accredited training to facilitate flexibility and progression to C31 level.

**S1.2.5 C3 Engineering support person - Relativity 92%**

S1.2.5.(a) A C3 Engineering support person is an employee who provides engineering support to facilitate efficiency within the level of their training. Employees at this classification perform work above and beyond the level of skill exercised at C2. They will have completed structured training which includes materials handling certification, driving/transport certification, non-trade engineering skills and basic communication skills.

S1.2.5(b) An employee at this classification will perform tasks requiring minimal supervision and will be capable of co-ordinating the work of employees below this level whilst under limited supervision. They will work within the *Work Health and Safety Act 2012*.

S1.2.5(c) Some of the tasks which an employee may perform at this classification includes:

- operation of mobile equipment including forklifts, motor vehicles, buses, trams, overhead cranes and winches
- basic machine operation
- basic stores functions
- assisting tradespersons in the performance of their tasks
- basic work reports
- assisting in the provision of basic 'on job training' to the level of their training

- assisting in the provision of minor clerical support
- operating flexibly between the above functions, geographically defined work stations
- structured accredited training to facilitate flexibility and progression to C4 level.

**S1.2.6 C4 Engineering support person - Relativity 97% - Grade 1**

S1.2.6(a) A C4 Engineering support person Grade 1 is an employee who is both able and qualified to provide logistical and practical support in an engineering environment. Employees at this level perform work above and beyond the level of skill exercised at C3. They will have completed structured training which includes stores, inventory, purchasing and clerical support skills, instructional techniques skills, interpersonal skills. Vocational awareness for career progression and advanced transport and materials handling certification.

S1.2.6(b) An employee at this grade will perform tasks requiring minimal supervision and will be capable of co-ordinating, and controlling/assuring the quality of the work of employees below this level. They will work within the *Work Health and Safety Act 2012*.

S1.2.6(c) Some of the tasks which an employee may perform at this level includes:

- stores, inventory and purchasing
- operation of all materials handling equipment
- Transport
- provision of 'on job training' to the level of their training
- assisting tradespersons in the performance of their tasks
- operating complex machines, fixed and mobile plant, other than CAD/CAM operations
- structured accredited training to facilitate entry to various career stream options.

**S1.2.7 C5 Engineering tradesperson - Base trade - Relativity 100%**

S1.2.7(a) A C5 Engineering tradesperson is an employee who has a recognised trade by successfully completing an Apprenticeship, an Adult Apprenticeship or Tradespersons Right Examination. Employees at this classification perform work and apply trade skills to the level of their training. Additional accredited training will be provided complementary to basic trade skills to facilitate progression to C7 classification. Employees at this classification will perform work

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within one of the electrical/electronic, mechanical or fabrication streams under general supervision and have an understanding of the *Work Health and Safety Act 2012*.

S1.2.7(b) Some of the tasks which an employee may perform at this classification include:

- production, maintenance or repair work to the level of their classification and training
- performing work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task. The performance of such incidental or peripheral work will not lead to deskilling
- exercising basic quality assurance techniques
- identify parts and material requirements
- develop communication skills
- structured accredited training to facilitate progression to C7 level within an appropriate trade stream.

S1.2.7(c) Any employee at this classification, having undertaken induction training and not progressed after a three month period, must demonstrate competency, to an independent review panel, for progression to C7 classification.

### S1.2.8 **C5A- Engineering employee - Relativity 100%**

S1.2.8(a) A C5A Engineering employee is an employee who is able to apply either trade skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

S1.2.8(b) Employees at this level perform work above and beyond the level of skill exercised at C4-Grade 1. They will have completed structured training which may include stores, inventory, clerical support skills, instructional techniques, skills and interpersonal skills.

S1.2.8(c) Employees will be given an opportunity to participate in ongoing skills training to enable them to progress beyond this level, subject to work and training availability.

S1.2.7(d) Some of the tasks which an employee may perform at this level are characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge
- may require the set up and operation of complex machinery, equipment and/ or facilities requiring

the exercise of skill and knowledge beyond that of an employee at level 4

- the ability to interpret complex instructions and procedures
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team leader
- may from time to time, perform work of a lower level or incidental to their area of expertise.

S1.2.8(e) Employees at this level, while receiving direction, will work with minimal supervision and be able to establish personal work priorities and exercise judgement and discretion in the performance of their daily tasks.

#### S1.2.9 **C7 Engineering tradesperson- Relativity -105%**

S1.2.9(a) C7 Engineering tradesperson is an employee who demonstrates competency and performs work above and beyond that of a C5 Engineering tradesperson and to the level of their training. In addition to the training and tasks expected of a C5 employee, an employee at this level will have completed 50% of the modules towards an appropriate nationally accredited Certificate or credited with equivalent experience 'on the job'. For career progression to C8 classification they will have undertaken structured training in personal development, or more complex trade techniques, or a combination of both.

S1.2.9(b) An employee at this classification will apply, under limited supervision, trade skills, discretion, judgement and responsibility to the level of their training. They will work within the *Work Health and Safety Act 2012*. Some of the tasks which an employee may perform at this classification include:

- production, maintenance or repair work to the level of their classification and training
- performing work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task. The performance of such incidental or peripheral work will not lead to deskilling
- work reporting
- assisting in the provision of training in conjunction with supervisors and trainers

- providing quality assurance/control guidance to employees below this classification
- advanced work planning
- advanced interpersonal skills
- structured accredited training to facilitate progression to C8 classification, within an appropriate trade stream.

**S1.2.10 C8 Engineering tradesperson - Special class - Relativity 110%**

S1.2.10(a) A C8 Engineering tradesperson - Special class is an employee who demonstrates competency and performs work above and beyond that of a C7 Engineering tradesperson and to the level of their training. In addition to the training and tasks expected of a C7 employee, an employee at this classification will have successfully completed an appropriate nationally accredited certificate or be credited with equivalent experience 'on the job'. For career progression to C9 classification they will have undertaken structured training which may include production planning, estimating, CAD/CAM skills, advanced instructional techniques, quality control, or complex trade techniques.

S1.2.10(b) An employee at this level will apply, with comparative autonomy, trade skills, discretion, judgement and responsibility to the level of their training. They will work within the *Work Health and Safety Act 2012*. Some of the tasks which an employee may perform at this level include:

- work on machines or equipment which utilise complex electric-electronic circuitry or hydraulic-pneumatic circuitry
- exercising high precision trade skills using specialist materials, techniques and/or processes
- assists in the preparation and presentation of training materials
- diagnosis/fault finding
- performing work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task. The performance of such incidental or peripheral work will not lead to deskilling
- production, maintenance or repair work to the level of their classification and training
- complex, work based job reporting
- develop group organisational skills
- read and interpret technical information
- provide technical support;



- structured accredited training to facilitate flexibility and progression to C9 classification.

**S1.2.11 C9 Engineering tradesperson - Relativity 115% - Special class grade 1**

S1.2.11(a) A C9 Engineering tradesperson - Special class is an employee who demonstrates competency and is required to perform work of a C9 Engineering tradesperson and to the level of their training. In addition to the training and tasks expected of a C9 employee, an employee at this level will have successfully completed two years' experience at C8 or as a Special class tradesperson. They may be undertaking structured training which includes production planning, estimating, CAD/CAM skills, advanced instructional techniques and quality control.

S1.2.11 (b) An employee at this level will apply, with comparative autonomy, trade skills, discretion, judgement and responsibility to the level of their training. They will work within the *Work Health and Safety Act 2012*. The tasks which an employee will perform at this level are those of a C9 and may include:

- performing work which while primarily involving the skills of the employee's trade, facilitates the completion of the whole task. The performance of such incidental or peripheral work will not lead to deskilling
- structured accredited training to facilitate flexibility and progression to C10 level.

**S1.2.12 C10 Advanced engineering tradesperson - Relativity 120%**

S1.2.12(a) A C10 Advanced engineering tradesperson is an employee who demonstrates competency and is required to perform work above and beyond that of a C9 Engineering tradesperson and to the level of their training. In addition to the training and tasks expected of a C9 employee, an employee at this classification will have:

- completed 33% of the agreed modules towards an appropriate nationally accredited advanced certificate
- or have completed 33% of the agreed additional modules towards another identified, relevant trade certificate
- they will have undertaken structured training which includes Occupational Health and Safety and equal opportunity employment.

S12.12(b) An employee at this classification will apply with comparative autonomy, trade skills, discretion, judgement and responsibility to the level of their training which may include more than one trade stream, They will work within the *Work Health and Safety Act 2012*. They will:

- undertake quality control and work organisation at a level higher than a tradesperson at C9 classification
- provide trade guidance and assistance as part of a work team
- assist in the provision of training to employees in conjunction with supervisors/trainers
- perform maintenance planning
- prepare reports of a technical nature on specific tasks or assignments as directed.

S1.2.12(c) Some of the tasks which an employee may perform at this classification include work on combinations of machines or:

- equipment which utilise complex electrical-electronic mechanical and fluid power principles
- equipment which utilises electronic principles
- applies CAD/CAM techniques involving a higher level of computer operating and programming skills than for C9 classification
- demonstrates Advanced skills in Workshop/Depot Organisation and the day to day running of the Rail Commissioner's facilities.
- Demonstrates the ability to work as a team leader and have the skills to maintain Workshop/Depot standards in the absence of the Supervisor
- structured training to facilitate flexibility and progression to C11 classification.

**S1.2.13 C11 Advanced engineering tradesperson - Relativity 125%**

S1.2.13(a) A C11 Advanced engineering trades person is an employee who demonstrates competency and is required to perform work above and beyond that of a C10 Engineering Trades person and to the level of their training. In addition to the training and tasks expected of a C10 employee, an employee at this classification will have completed 66% of the agreed modules towards an appropriate nationally accredited Advanced Certificate or equivalent level of accredited training, which may equate to completion of apprenticeship training in some additional trade streams. They will have undertaken structured

training which includes Occupational Health and Safety and equal opportunity employment.

S1.2.13(b) An employee at this classification will apply with comparative autonomy, trade skills, discretion, judgement and responsibility to the level of their training which may include more than one trade stream. They will work within the *Work Health and Safety Act 2012*. They will:

- undertake quality control and work organisation at a level higher than a tradesperson at C10 classification
- provide trade guidance and assistance as part of a work team
- assist in the provision of training to employees in conjunction with supervisors/trainers
- perform maintenance planning
- prepare reports of a technical nature on specific tasks or assignments as directed.

S1.2.13(c) Some of the tasks which an employee may perform at this classification include work on combinations of machines or:

- equipment which utilise complex electrical-electronic mechanical and fluid power principles
- work on instruments which make up complex control system which utilise some combination of electrical-electronic mechanical and fluid power principles
- applies CAD/CAM techniques involving a higher level of computer operating and programming skills than for C10 classification
- work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry
- structured training to facilitate flexibility and progression to C12 classification.

#### S1.2.14 **C12 Advanced engineering tradesperson - Relativity 130%**

S1.2.14(a) A C12 Advanced engineering tradesperson is an employee who demonstrates competency and performs work above and beyond that of a C11 Advanced engineering tradesperson and to the level of their training. In addition to the training and tasks expected of a C11 employee, an employee at this classification will have successfully completed an appropriate nationally accredited advanced certificate or equivalent level of accredited training. They will be

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undertaking structured training which includes establishing maintenance standards.

S1.2.14(b) An employee at this classification will apply with comparative autonomy, trade skills, discretion, judgement and responsibility to the level of their training. They will work within the *Work Health and Safety Act 2012*. They will:

- provide technical guidance or advice within the scope of their classification
- prepare reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this classification
- have an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks
- assist in the provision of on the job training in conjunction with supervisors and trainers.

S1.2.14(c) Some of the tasks expected of an employee at this classification include:

- through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- sets up, commissions, maintains and operates sophisticated maintenance, production and test equipment and/or systems which may involve the application of computer operating skills at a higher level than an Advanced engineering tradesperson C11;
- works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry;
- structured training to facilitate flexibility and progression to C13 classification.

### S1.2.15 **C13 Advanced engineering-tradesperson - Relativity 135%**

S1.2.15(a) An Advanced engineering tradesperson means an employee with three years' experience at C12 and demonstrated competency above C12 or an

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employee who works above and beyond an Advanced engineering tradesperson C12 and has successfully completed third year part time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

- Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- Planning of operations and or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

### S1.2.16 **C14 Advanced engineering tradesperson - Relativity 145%**

S1.2.16(a) An Advanced engineering tradesperson means an employee who works above and beyond an Advanced engineering tradesperson at level C13 and has successfully completed an advanced diploma or the equivalent level of accredited training and is engaged in:

- Performing drafting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Advanced engineering tradesperson at level C13; or
- Possesses the skills of an advanced engineering tradesperson C13 in a technical field and exercises additional skills.

## SCHEDULE 2 – WAGES

### S2.1 WAGES SCHEDULE- GENERAL AND TRAM MAINTENANCE- ELECTRICAL

CLASSIFICATION		Wage Rate (Based on 38 hour week)					
		First full pay period on or after 1/01/2022		First full pay period on or after 1/01/2023		First full pay period on or after 1/01/2024	
		3% increase	Hourly Rate	3% increase	Hourly Rate	3% increase	Hourly Rate
C14 - Advanced Engineering Tradesperson (145%)	First Year	\$1,900.82	\$50.02	\$1,957.85	\$51.52	\$2,016.58	\$53.07
	Thereafter	\$1,939.53	\$51.04	\$1,997.72	\$52.57	\$2,057.65	\$54.15
C13 - Advanced Engineering Tradesperson (135%)	First Year	\$1,769.36	\$46.56	\$1,822.45	\$47.96	\$1,877.12	\$49.40
	Thereafter	\$1,805.25	\$47.51	\$1,859.41	\$48.93	\$1,915.19	\$50.40
C12 - Advanced Engineering Tradesperson (130%)	First Year	\$1,703.84	\$44.84	\$1,754.95	\$46.18	\$1,807.60	\$47.57
	Thereafter	\$1,738.38	\$45.75	\$1,790.53	\$47.12	\$1,844.25	\$48.53
C11 - Advanced Engineering Tradesperson (125%)	First Year	\$1,638.32	\$43.11	\$1,687.47	\$44.41	\$1,738.09	\$45.74
	Thereafter	\$1,671.51	\$43.99	\$1,721.66	\$45.31	\$1,773.31	\$46.67
C10 - Advanced Engineering Tradesperson (120%)	First Year	\$1,572.77	\$41.39	\$1,619.95	\$42.63	\$1,668.55	\$43.91
	Thereafter	\$1,604.67	\$42.23	\$1,652.81	\$43.49	\$1,702.39	\$44.80
C9 - Engineering Tradesperson Special Class Grade 1 (115%)	First Year	\$1,507.24	\$39.66	\$1,552.46	\$40.85	\$1,599.03	\$42.08
	Thereafter	\$1,537.80	\$40.47	\$1,583.93	\$41.68	\$1,631.45	\$42.93
C8 - Engineering Tradesperson Special Class (110%)	First Year	\$1,441.71	\$37.94	\$1,484.96	\$39.08	\$1,529.51	\$40.25
	Thereafter	\$1,470.92	\$38.71	\$1,515.05	\$39.87	\$1,560.50	\$41.07
C7 - Engineering Tradesperson (105%)	First Year	\$1,376.17	\$36.22	\$1,417.46	\$37.30	\$1,459.98	\$38.42
	Thereafter	\$1,404.09	\$36.95	\$1,446.21	\$38.06	\$1,489.59	\$39.20
C5 - Engineering Tradesperson Base Grade (100%)	First Year	\$1,310.63	\$34.49	\$1,349.95	\$35.53	\$1,390.45	\$36.59
	Thereafter	\$1,337.23	\$35.19	\$1,377.35	\$36.25	\$1,418.67	\$37.33
C5A - Engineering Employee (100% less Tool & Elect Allow)	First Year	\$1,255.73	\$33.05	\$1,293.41	\$34.04	\$1,332.21	\$35.06
	Thereafter	\$1,295.20	\$34.08	\$1,334.06	\$35.11	\$1,374.08	\$36.16
C4- Eng Support Person Gr1 (97% C5 A rate)	First Year	\$1,218.06	\$32.05	\$1,254.60	\$33.02	\$1,292.24	\$34.01
	Thereafter	\$1,256.35	\$33.06	\$1,294.04	\$34.05	\$1,332.86	\$35.08
C3 - Eng Support Person (92% C5 A rate)	First Year	\$1,155.26	\$30.40	\$1,189.92	\$31.31	\$1,225.61	\$32.25
	Thereafter	\$1,191.59	\$31.36	\$1,227.33	\$32.30	\$1,264.15	\$33.27

## S2.2 GENERAL AND TRAM MAINTENANCE – MECHANICAL

CLASSIFICATION		Wage Rate (Based on 38 hour week)					
		First full pay period on or after 1/01/2022		First full pay period on or after 1/01/2023		First full pay period on or after 1/01/2024	
		3% increase	Hourly Rate	3% increase	Hourly Rate	3% increase	Hourly Rate
C14 - Advanced Engineering Tradesperson (145%)	First Year	\$1,866.06	\$49.11	\$1,922.04	\$50.58	\$1,979.70	\$52.10
	Thereafter	\$1,905.55	\$50.15	\$1,962.72	\$51.65	\$2,021.60	\$53.20
C13 - Advanced Engineering Tradesperson (135%)	First Year	\$1,737.37	\$45.72	\$1,789.49	\$47.09	\$1,843.18	\$48.50
	Thereafter	\$1,774.12	\$46.69	\$1,827.35	\$48.09	\$1,882.17	\$49.53
C12 - Advanced Engineering Tradesperson (130%)	First Year	\$1,673.02	\$44.03	\$1,723.21	\$45.35	\$1,774.91	\$46.71
	Thereafter	\$1,708.29	\$44.95	\$1,759.53	\$46.30	\$1,812.32	\$47.69
C11 - Advanced Engineering Tradesperson (125%)	First Year	\$1,608.68	\$42.33	\$1,656.95	\$43.60	\$1,706.65	\$44.91
	Thereafter	\$1,642.73	\$43.23	\$1,692.01	\$44.53	\$1,742.77	\$45.86
C10 - Advanced Engineering Tradesperson (120%)	First Year	\$1,544.33	\$40.64	\$1,590.66	\$41.86	\$1,638.38	\$43.12
	Thereafter	\$1,577.01	\$41.50	\$1,624.32	\$42.75	\$1,673.05	\$44.03
C9 - Engineering Tradesperson Special Class Grade 1 (115%)	First Year	\$1,415.63	\$37.25	\$1,458.10	\$38.37	\$1,501.84	\$39.52
	Thereafter	\$1,511.30	\$39.77	\$1,556.64	\$40.96	\$1,603.34	\$42.19
C8 - Engineering Tradesperson Special Class (110%)	First Year	\$1,415.63	\$37.25	\$1,458.10	\$38.37	\$1,501.84	\$39.52
	Thereafter	\$1,445.58	\$38.04	\$1,488.95	\$39.18	\$1,533.62	\$40.36
C7 - Engineering Tradesperson (105%)	First Year	\$1,351.29	\$35.56	\$1,391.83	\$36.63	\$1,433.58	\$37.73
	Thereafter	\$1,379.88	\$36.31	\$1,421.28	\$37.40	\$1,463.92	\$38.52
C5 - Engineering Tradesperson Base Grade (100%)	First Year	\$1,286.94	\$33.87	\$1,325.55	\$34.88	\$1,365.32	\$35.93
	Thereafter	\$1,314.19	\$34.58	\$1,353.61	\$35.62	\$1,394.22	\$36.69
C5A - Engineering Employee (100% less Tool & Elect Allow)	First Year	\$1,267.50	\$33.36	\$1,305.52	\$34.36	\$1,344.69	\$35.39
	Thereafter	\$1,294.47	\$34.07	\$1,333.31	\$35.09	\$1,373.31	\$36.14
C4- Eng Support Person Gr1 (97% C5 A rate)	First Year	\$1,229.48	\$32.35	\$1,266.36	\$33.33	\$1,304.36	\$34.33
	Thereafter	\$1,255.63	\$33.04	\$1,293.30	\$34.03	\$1,332.10	\$35.06
C3 - Eng Support Person (92% C5 A rate)	First Year	\$1,154.04	\$30.37	\$1,188.66	\$31.28	\$1,224.32	\$32.22
	Thereafter	\$1,190.92	\$31.34	\$1,226.64	\$32.28	\$1,263.44	\$33.25

## S2.3 WAGES SCHEDULE - POWER & SIGNALS ELECTRICAL

CLASSIFICATION		Wage Rate (Based on 38 hour week)					
		First full pay period on or after 1/01/2022		First full pay period on or after 1/01/2023		First full pay period on or after 1/01/2024	
		3% increase	Hourly Rate	3% increase	Hourly Rate	3% increase	Hourly Rate
C13 - Advanced Engineering Tradesperson (135%)	First Year	\$1,769.36	\$46.56	\$1,822.45	\$47.96	\$1,877.12	\$49.40
	Thereafter	\$1,805.25	\$47.51	\$1,859.41	\$48.93	\$1,915.19	\$50.40
C12 - Advanced Engineering Tradesperson (130%)	First Year	\$1,703.84	\$44.84	\$1,754.95	\$46.18	\$1,807.60	\$47.57
	Thereafter	\$1,738.38	\$45.75	\$1,790.53	\$47.12	\$1,844.25	\$48.53
C11 - Advanced Engineering Tradesperson (125%)	First Year	\$1,638.32	\$43.11	\$1,687.47	\$44.41	\$1,738.09	\$45.74
	Thereafter	\$1,671.51	\$43.99	\$1,721.66	\$45.31	\$1,773.31	\$46.67
C10 - Advanced Engineering Tradesperson (120%)	First Year	\$1,572.77	\$41.39	\$1,619.95	\$42.63	\$1,668.55	\$43.91
	Thereafter	\$1,604.67	\$42.23	\$1,652.81	\$43.49	\$1,702.39	\$44.80
C9 - Engineering Tradesperson Special Class Grade 1 (115%)	First Year	\$1,507.24	\$39.66	\$1,552.46	\$40.85	\$1,599.03	\$42.08
	Thereafter	\$1,537.80	\$40.47	\$1,583.93	\$41.68	\$1,631.45	\$42.93
C8 - Engineering Tradesperson Special Class (110%)	First Year	\$1,441.71	\$37.94	\$1,484.96	\$39.08	\$1,529.51	\$40.25
	Thereafter	\$1,470.92	\$38.71	\$1,515.05	\$39.87	\$1,560.50	\$41.07
C7 - Engineering Tradesperson (105%)	First Year	\$1,376.17	\$36.22	\$1,417.46	\$37.30	\$1,459.98	\$38.42
	Thereafter	\$1,404.09	\$36.95	\$1,446.21	\$38.06	\$1,489.59	\$39.20
C5 - Engineering Tradesperson Base Grade (100%)	First Year	\$1,310.63	\$34.49	\$1,349.95	\$35.53	\$1,390.45	\$36.59
	Thereafter	\$1,337.23	\$35.19	\$1,377.35	\$36.25	\$1,418.67	\$37.33
C5A - Engineering Employee (100% less Tool & Elect Allow)	First Year	\$1,255.73	\$33.05	\$1,293.41	\$34.04	\$1,332.21	\$35.06
	Thereafter	\$1,295.20	\$34.08	\$1,334.06	\$35.11	\$1,374.08	\$36.16
C4- Eng Support Person Gr1 (97% C5 A rate)	First Year	\$1,218.06	\$32.05	\$1,254.60	\$33.02	\$1,292.24	\$34.01
	Thereafter	\$1,256.35	\$33.06	\$1,294.04	\$34.05	\$1,332.86	\$35.08
C3 - Eng Support Person	First Year	\$1,155.26	\$30.40	\$1,189.92	\$31.31	\$1,225.61	\$32.25
	Thereafter	\$1,191.59	\$31.36	\$1,227.33	\$32.30	\$1,264.15	\$33.27



## S2.4 WAGES SCHEDULE - POWER & SIGNALS MECHANICAL

CLASSIFICATION		Wage Rate (Based on 38 hour week)					
		First full pay period on or after 1/01/2022		First full pay period on or after 1/01/2023		First full pay period on or after 1/01/2024	
		3% increase	Hourly Rate	3% increase	Hourly Rate	3% increase	Hourly Rate
C14 - Advanced Engineering Tradesperson (145%)	First Year	\$1,866.06	\$49.11	\$1,922.04	\$50.58	\$1,979.70	\$52.10
	Thereafter	\$1,905.55	\$50.15	\$1,962.72	\$51.65	\$2,021.60	\$53.20
C13 - Advanced Engineering Tradesperson (135%)	First Year	\$1,737.37	\$45.72	\$1,789.49	\$47.09	\$1,843.18	\$48.50
	Thereafter	\$1,774.12	\$46.69	\$1,827.35	\$48.09	\$1,882.17	\$49.53
C12 - Advanced Engineering Tradesperson (130%)	First Year	\$1,673.02	\$44.03	\$1,723.21	\$45.35	\$1,774.91	\$46.71
	Thereafter	\$1,708.29	\$44.95	\$1,759.53	\$46.30	\$1,812.32	\$47.69
C11 - Advanced Engineering Tradesperson (125%)	First Year	\$1,608.68	\$42.33	\$1,656.95	\$43.60	\$1,706.65	\$44.91
	Thereafter	\$1,642.73	\$43.23	\$1,692.01	\$44.53	\$1,742.77	\$45.86
C10 - Advanced Engineering Tradesperson (120%)	First Year	\$1,544.33	\$40.64	\$1,590.66	\$41.86	\$1,638.38	\$43.12
	Thereafter	\$1,577.01	\$41.50	\$1,624.32	\$42.75	\$1,673.05	\$44.03
C9 - Engineering Tradesperson Special Class Grade 1 (115%)	First Year	\$1,479.98	\$38.95	\$1,524.38	\$40.12	\$1,570.11	\$41.32
	Thereafter	\$1,511.30	\$39.77	\$1,556.64	\$40.96	\$1,603.34	\$42.19
C8 - Engineering Tradesperson Special Class (110%)	First Year	\$1,415.63	\$37.25	\$1,458.10	\$38.37	\$1,501.84	\$39.52
	Thereafter	\$1,445.58	\$38.04	\$1,488.95	\$39.18	\$1,533.62	\$40.36
C7 - Engineering Tradesperson (105%)	First Year	\$1,351.29	\$35.56	\$1,391.83	\$36.63	\$1,433.58	\$37.73
	Thereafter	\$1,379.88	\$36.31	\$1,421.28	\$37.40	\$1,463.92	\$38.52
C5 - Engineering Tradesperson Base Grade (100%)	First Year	\$1,286.94	\$33.87	\$1,325.55	\$34.88	\$1,365.32	\$35.93
	Thereafter	\$1,314.19	\$34.58	\$1,353.61	\$35.62	\$1,394.22	\$36.69
C5A - Engineering Employee (100% less Tool & Elect Allow)	First Year	\$1,267.50	\$33.36	\$1,305.52	\$34.36	\$1,344.69	\$35.39
	Thereafter	\$1,294.47	\$34.07	\$1,333.31	\$35.09	\$1,373.31	\$36.14
C4- Eng Support Person Gr1	First Year	\$1,229.48	\$32.35	\$1,266.36	\$33.33	\$1,304.36	\$34.33
	Thereafter	\$1,255.63	\$33.04	\$1,293.30	\$34.03	\$1,332.10	\$35.06
C3 - Eng Support Person (92% C5 A rate)	First Year	\$1,154.04	\$30.37	\$1,188.66	\$31.28	\$1,224.32	\$32.22
	Thereafter	\$1,190.92	\$31.34	\$1,226.64	\$32.28	\$1,263.44	\$33.25

## **SCHEDULE 3 – ALLOWANCES & SPECIAL RATES**

### **S3.1 Arrangements for Payment of Team Leader Allowance**

S3.1.1 The role of Team Leader will be highlighted as a formal role in the Rail Commissioner's structure, with duties and responsibilities clearly identified in related job descriptions.

S3.1.2 The Team Leader Allowance prescribed at S3.1.8 of this Agreement will be paid to an employee who is formally appointed as a Team Leader on the basis of undertaking duties/responsibilities and demonstrating competence in the areas discussed at S3.1.5.

S3.1.3 The role is important in providing a developmental opportunity and as a stepping stone on the career path towards a managerial role.

S3.1.4 Structured support will be provided to ensure Team Leaders are able to undertake their duties and responsibilities effectively. This will be based on individual need identified through the performance development review process and include on the job activities, such as:

- Mentoring support from managers
- Briefings with colleagues from other areas, e.g. HR, Finance, Risk, etc
- Formal training and assessment for undertaking specific duties and responsibilities.

S3.1.5 Payment of the allowance will be on the basis of undertaking duties/responsibilities and demonstrating competence in the following areas:

S3.1.5(a) Managing personal work priorities and professional development

- Managing own time effectively
- Able to set and meet work priorities
- Understand, develop and maintain professional competence across areas outlined in own job description

S3.1.5(b) Managing operations to achieve planned outcomes

- Contributing to business planning processes, by determining team requirements for work processes and resources and drafting operational plan
- Planning use of resources to be able to meet identified operational plan targets
- Monitoring operational performance and ensuring team members perform at the appropriate level of competence
- Monitoring use of resources

S3.1.5(c) Establishing and managing effective workplace relationships

- Seeking, gathering and conveying information and ideas
- Developing trust and confidence, to build and maintain effective relationships within team and with other Rail Commissioner teams
- Resolving and managing difficulties to achieve positive outcomes in workplace relationships, including using formal procedures, where necessary

- S3.1.5(d) Participating in, leading and facilitating effective team working
- Determining work group dynamics
  - Participating in and facilitating work group planning
  - Developing team commitment and cooperation
  - Managing and developing team performance, including undertaking performance development reviews to ensure team members continue to perform at the appropriate level of competence
- S3.1.5(e) Providing leadership in the workplace
- Modelling high standards of management and leadership
  - Enhancing Rail Commissioner's image
  - Positively influencing individuals and teams
  - Making informed decisions
- S3.1.5(f) Developing and maintaining safe workplace and environment
- Understanding and complying with legislation, codes and standards
  - Achieving and maintaining a safe workplace through effective risk management
  - Understanding the business value of achieving and maintaining a safe workplace
  - Monitoring, adjusting and reporting safety performance
  - Managing workplace injury and return to work

S3.1.6 The allowance will not be paid in situations where team members work in pairs and where one team member has greater experience/skills than the other in specific areas.

S3.1.7 It is an expectation that all tradespeople under this Agreement will be involved in activities which include working in pairs to:

- transfer knowledge and expertise to colleagues, including contribution to on-the-job training
- ensure an appropriate safe working environment.

**S3.1.8 Team Leader Allowance**

An employee who is formally appointed as a team leader will be paid the following allowance per week for performing the duties of a team leader in addition to their trade role.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per week	\$97.50	\$100.42	\$103.44

**S3.2 Allowances**

S3.2.1 The following allowances will apply for all employees subject to this agreement, subject to the conditions applicable in each case.

S3.2.1(a) Under the provisions of the TransAdelaide (Maintenance Employees) Enterprises Agreement, the weekly rates listed in Wage Schedules S2.1, S2.2, S2.3 and S2.4 incorporated the allowances listed at S3.2.1(c).

S3.2.1(b) The parties agreed at that time there was no entitlement to further separate payment of these allowances.

S3.2.1(c) For the purpose of future reference only, those allowances previously paid were:

- Electrical Tradesperson Licence Allowance of \$16.85 pw (as per clause 20.2.1 of the *2006 Collective Workplace Agreement*)
- Construction Allowance of \$22.15pw (as per clause 20.2.2 of the *2006 Collective Workplace Agreement*)
- Tool Allowance of \$13.95pw (as per clause 20.1.6 of the *2006 Collective Workplace Agreement*)

#### S3.2.1 **Trainer/Assessor Allowance**

S3.2.1(a) An employee who is a qualified Trainer/Assessor pursuant to this Agreement will be paid an allowance as set out below when delivering competency based training or assessment, provided that an employee performing such work will not be paid less than their normal rostered work.

S3.2.1(b) The delivery of competency-based training is defined as formal training and assessment as distinct from mentoring and coaching.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per hour	\$2.82	\$2.91	\$2.99

#### S3.2.3 **Tradesperson crouzet allowance**

S3.2.3(a) Crouzet ticketing equipment means the electrical, electronic and/or mechanical componentry of such equipment and does not encompass the mountings, casings and/or carriers of such equipment.

S3.2.3(b) Tradespersons engaged in the fault finding, repair and/or maintenance of Crouzet ticketing equipment, whether in traffic, in workshops or in a depot situation will be paid an allowance as set out below per shift or part thereof during which such work is performed.

<b>Date of Operation</b>	<b>First full pay period on or after</b>	<b>First full pay period on or after</b>	<b>First full pay period on or after</b>
	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
Rate per week	\$4.99	\$5.13	\$5.29

### S3.2.2 First aid allowance

Employees recognised as part of the Signals and Power group (including "overhead" employees), those Glengowrie Tram Maintenance employees working afternoon or night shifts and one Glengowrie Tram Maintenance employee working on day shift and appointed by the Rail Commissioner as a First Aid Attendant shall be paid a weekly allowance as set out below, subject to completion of recognised training to be provided by a recognised training provider.

<b>Date of Operation</b>	<b>First full pay period on or after</b>	<b>First full pay period on or after</b>	<b>First full pay period on or after</b>
	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
Rate per week	\$19.09	\$19.66	\$20.25

### S3.2.3 Person responsible for electrical safety (PRES) allowance

From the date this Agreement comes into operation, an employee will be paid the following allowance for each occasion they undertake PRES responsibilities:

<b>Date of Operation</b>	<b>First full pay period on or after</b>	<b>First full pay period on or after</b>	<b>First full pay period on or after</b>
	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
Rate per day	\$28.02	\$28.86	\$29.72

### S3.2.4 Re-imbursement for damage to clothing, spectacles, hearing aids and tools

The Rail Commissioner will reimburse the employee to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Rail Commissioner's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of

the employee's duties. This clause does not apply if any employee is entitled to workers' compensation in respect of the damage.

**S3.2.5 Case hardened prescription lenses**

Where the Rail Commissioner requires an employee to have their prescription lenses case hardened, the cost of such case hardening will be reimbursed to the employee.

**S3.2.6 Protective clothing and equipment allowance**

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant State law, Rail Commissioner must reimburse the employee for the cost of purchasing such special clothing and equipment. The provisions of this paragraph do not apply where the clothing and equipment is paid for by the Rail Commissioner.

**S3.3 Meal allowance**

S3.3.1 An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by The Rail Commissioner or paid the rate provided below for the first and for each subsequent meal.

S3.3.2 If an employee pursuant to notice to work overtime or on a Sunday who has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised they will be paid the prescribed meal allowance for meals which they have provided but which are surplus.

S3.3.3 An employee not engaged on continuous work, required to work on a Sunday for more than four hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by the Rail Commissioner or paid the rate provided below for the meal taken during the first crib break and during each subsequent meal break.

S3.3.4 An employee who, pursuant to notice, has provided a meal or meals and is required to work on a Sunday or is required to work for a lesser period of time than advised will be paid the rates prescribed in this subclause for meals provided but which are surplus.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Meal Allowance	\$12.55	\$12.92	\$13.31

**S3.4 Special rates**

The weekly rates listed in Schedules S2.1 and S2.2 (General and Tram Maintenance employees) are inclusive of the allowances listed below. The parties agree there is no entitlement to the payment of these allowances to employees other than Power and Signals employees subject to the classifications listed in Schedules S2.3 and S2.4.

Subject to S3.4.1 and S3.4.2 the following special rates will be paid to Signals and Power employees including apprentices and juniors.

**S3.4.1 Special rates not cumulative**

Where more than one of the disabilities set out in S3.4 entitles an employee to extra rates, Rail Commissioner will be bound to pay only one rate, namely the highest rate for the applicable disabilities. This does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

**S3.4.2 Special rates are not subject to penalty additions**

The special rates in S3.2 will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty additions.

**S3.4.3 Acid solutions**

An employee charging or changing cells or working amongst acid solutions is entitled to a special rate as set out below.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per hour extra	\$1.00	\$1.03	\$1.06

**S3.4.4 Cold places**

An employee who works for more than one hour in places where the temperature is reduced by artificial means below zero degrees Celsius is entitled to a special rate as set out below per hour extra. Where the work continues for more than two hours an employee is entitled to a rest period of twenty minutes every two hours without loss of pay.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2022
Rate per hour extra	\$0.76	\$0.79	\$0.81

**S3.4.5 Confined spaces**

S3.4.5(a) Confined space means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes such a space:

- (i) in the case of a locomotive, inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes;
- (ii) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

S3.4.5 (b) An employee working in confined spaces, as defined in subclause S3.4.5 (a), is entitled to a special rate as set out below.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per hour extra	\$1.02	\$1.05	\$1.08

**S3.4.6 Dirty work**

Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature will be paid a special rate as set out below per hour extra. In case of disagreement between the supervisor and employee, the employee or his/her representative will be entitled to pursue the matter in accordance with clause 9.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per hour	\$0.74	\$0.76	\$0.79

**S3.4.7 Explosive powered tools**

Employees required to use explosive powered tools will be paid a special rate as set out below per hour extra. A minimum payment per day as provided below applies.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate extra hour	\$0.22	\$0.22	\$0.23
Minimum payment per day	\$1.96	\$2.02	\$2.08



**S3.4.8 Height work**

Employees other than linespersons, linesperson's assistants, riggers and splicers working at a height of fifteen metres or more directly above the nearest horizontal plane will be paid a special rate as set out below.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per hour extra	\$0.50	\$0.52	\$0.54

**S3.4.9 Hot places**

S3.4.9(a) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to:

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Temperature ranges	Rate per hour extra		
Between 40 & 54 C	\$0.73	\$0.75	\$0.78
In excess of 54 C	\$0.96	\$0.99	\$1.02

S3.4.9(b) Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will be entitled to twenty minutes rest after every two hours work without deduction of pay. The temperature will be determined by the supervisor after consultation with the employees who claim the extra rate.

**S3.4.10 Oil tanks**

An employee working on repairs in oil tanks will be paid a special rate as set out below. Provided that if any employee is so engaged for more than half of one day or shift the employee will be paid the prescribed allowance for the whole day or shift.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per week	\$0.74	\$0.76	\$0.79

**S3.4.11 Wet places**

An employee working in any place where their clothing or boots become saturated by water, oil or another substance will be paid a special rate as set out below per hour extra. Any employee who becomes entitled to this extra rate will be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots. This extra rate is not payable to an employee who is provided by the Rail Commission with suitable and effective protective clothing and/or footwear.

Date of Operation	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Rate per week	\$0.74	\$0.76	\$0.79

**S3.5 Travelling and expenses when working away from usual place of work****S3.5.1 Excess travelling time and fares**

An employee who on any day or from day to day; at the direction of the Rail Commissioner is required to present themselves for work at the usual starting time of a job away from their accustomed workshop or depot will be paid travelling time for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from home to such workshop or depot and returning). In addition, excess fares reasonably incurred in travelling between home and such workshop or depot will also be paid.

**S3.5.2 Own means of transport**

An employee who, with the approval of the Rail Commissioner uses their own means of transport for travelling to or from outside jobs will be reimbursed all additional costs necessarily incurred.

**S3.5.3 Distant work**

An employee sent from their usual locality to another and required to remain away from their usual place of abode will be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from their usual locality.

**S3.5.4 Payment for travelling**

S3.5.4 (a) The rate of pay for travelling time is ordinary rates, except on Sundays and holidays when it will be time and a half.

S3.5.4 (b) The maximum travelling time to be paid for is twelve hours out of every twenty four, or when a sleeping berth is provided by the Rail Commissioner for all night travel, eight hours out of every twenty four.

**S3.5.5 Definition of expenses**

Expenses for the purpose of this clause means:

- All fares reasonably incurred. For rail travel, where all night travelling is involved they will be provided with sleeping berth where available.
- Reasonable expenses incurred whilst travelling including payment for each meal taken in accordance with Rail Commissioner's practice to apply *Commissioner's Determination 3.2*, as amended or succeeded.
- A reasonable allowance to cover the cost incurred for board and lodging.

### S3.6 Occupational licensing

An employee who is required to possess and act upon any occupational licence, registration or accreditation in accordance with any State or Federal Legislation and Regulations, will, upon gaining such licence, registration or accreditation, be reimbursed the cost of any preparation course, assessment examination, and the ongoing cost of maintaining said licence, registration or accreditation as prescribed by this legislation.

### S3.7 On Call Allowances

Subject to clause 21.17 employees who are rostered to be on-call of a night time or during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty (as applicable), will be paid an allowance for each night or day (as applicable) as follows:

	First full pay period on or after 1/1/2022	First full pay period on or after 1/1/2023	First full pay period on or after 1/1/2024
Monday to Friday	\$34.71/day	\$35.75/day	\$36.82/day
Weekends / Public Holidays / Rostered Days Off	\$60.69/day	\$62.51/day	\$64.38/day

## SCHEDULE 4 – MAINTENANCE EMPLOYEES – REDEPLOYMENT, RETRAINING AND REDUNDANCY

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## Operation

This Schedule operates in conjunction with consultation provisions contained in the *Rail Commissioner Maintenance Employees Enterprise Agreement 2019* (the Agreement).

This Schedule applies to all Parties bound by the Agreement.

## Objectives

The objective of this Schedule is to ensure that proper consultation occurs between the Rail Commissioner, employees and the applicable unions regarding changes in workforce composition.

The Parties acknowledge that:

- Redeployment and retraining is the preferred approach to workforce reductions;
- Forced redundancies should only be used as a last resort;
- With the exception of consultation regarding changes to workforce composition, these arrangements will apply to employees who, in the event of outsourcing or privatisation of some or all of the duties Maintenance employees undertake, do not transfer to the new business under Transfer of Business arrangements under the *Fair Work Act 2009 (Cth)*;
- Where there is a need for genuine redundancies, employees must be offered a Voluntary Separation Package (VSPs); and
- Any reduction in staffing levels should be achieved by:
  1. Restricting the use of temporary contracts;
  2. Natural attrition; and
  3. Voluntary Separation Packages.

The Parties further acknowledge that changes to staffing levels, including the offering of VSPs, may have a significant effect on employees because it has the potential to lead to, amongst other things:

- The alteration in required skills of ongoing employees and potential retraining;
- The alteration of workloads and/or hours of work for ongoing employees;
- The potential diminution of job opportunities or promotional opportunities; and
- The possible redeployment of employees.

Nothing in this Schedule is intended to remove or limit the operation of Clause 9 contained in the Agreement.

## Procedure

### 1. Seriously considering changes to workforce composition

#### 1.1 Notification

- 1.1.1 When the Rail Commissioner is seriously considering changes to workforce composition, including calling for employees to express an interest in VSPs or potentially forced redundancies, the Rail

Commissioner will notify the affected employees and the applicable unions in writing of the intention. The notification will include (but not be limited to):

- a) The reason the Rail Commissioner is considering changes to workforce composition;
  - b) The affected work/process/service delivery;
  - c) The affected department/location/worksite/unit;
  - d) The number and classifications of positions including (but not limited to) changes in position duties and/or responsibilities/tasks/workload;
  - e) In the event of privatisation or outsourcing, applicable Transfer of Business arrangements under the *Fair Work Act 2009 (Cth)*;
  - f) Any relevant information regarding potential effects of staffing changes on continuing employees, including changes to existing practices and/or changes that the Rail Commissioner considers necessary;
  - g) Any known potential redeployment and job vacancy options;
  - h) Data regarding the use of existing temporary employees and steps taken to reduce the use of temporary employees; and
  - i) Any other relevant information.
- 1.1.2 The Rail Commissioner agrees to genuinely consider in good faith any feedback provided by employees and the applicable unions. The Rail Commissioner agrees to take all reasonable steps to mitigate adverse effects such as reducing, where practicable, the use of temporary employees.
- 1.1.3 The Rail Commissioner will provide the applicable unions with not less than 14 days or as otherwise agreed to respond to written notification.
- 1.1.4 Where the total number of positions affected may be 20% or more of the FTE at the worksite, the Rail Commissioner will facilitate reasonable paid time for meeting(s) between employees and the applicable unions.
- 1.1.5 Where the applicable unions respond to the written notification or requests for further information, the Rail Commissioner will respond within 14 days or as otherwise agreed.

## 1.2 Meetings with Union

- 1.2.1 The Parties agree to meet and seek to reach agreement on the proposed changes to workforce composition, as soon as practicable after step 1.1 has been completed (unless otherwise agreed).
- 1.2.2 The Rail Commissioner will give genuine consideration to matters raised by the applicable unions including any proposals to mitigate any adverse effects and any other proposals to avoid the redundancy (for example, job swaps where employees may wish to swap roles).
- 1.2.3 Where any issues remain unresolved following further consultation, either party may utilise Clause 9 in the Agreement, including by referring the matter to the Fair Work Commission, noting however that the Commission will not be empowered to make any order having the effect of determining the composition of the workforce.

- 1.2.4 The Parties agree to maintain the status quo whilst the matter remains in dispute.

### 1.3 Identification of new workforce composition

- 1.3.1 Prior to calling for expressions of interest (EOI), the proposed new workforce composition (i.e. full-time equivalent required to undertake the required duties) must have been identified in accordance with consultative processes set out in 1.1 and 1.2, and following any Transfer of Business arrangements applicable under the *Fair Work Act 2009 (Cth)*. The Rail Commissioner will then confirm in writing the new workforce composition to the affected employees and the applicable unions.
- 1.3.2 Rail Commissioner cannot use the EOI process to inform/decide what the new workforce/change may be.

## 2. Voluntary Separation Process

### 2.1 Call for Expressions of Interest (EOIs) for Voluntary Separation Packages (VSP)

- 2.1.1. The Rail Commissioner will only call for EOIs after the number of genuinely redundant positions has been determined in accordance with the consultation requirements outlined above and following any Transfer of Business arrangements applicable under the *Fair Work Act 2009 (Cth)*, unless otherwise agreed.
- 2.1.2. The Rail Commissioner will write to employees (i.e. permanent/ongoing employees) in work sites affected by the proposed change requesting EOIs for VSPs. The request will, at a minimum, be sent to employees working in the positions identified as no longer required (i.e. determined to be excess/redundant).
- 2.1.3. The call for EOIs for VSPs will have a specified closing date and will be open for not less than 21 days.
- 2.1.4. The call for EOIs will include information regarding how a VSP may be estimated, the number of positions that have been determined to be genuinely redundant, details of the position(s) that have been determined “excess” and an option for employees to discuss and explore reasons why these positions are no longer required. A copy of this notification should be provided to the applicable unions.
- 2.1.5. Employees may seek assistance from a nominated Human Resource representative to determine an approximate calculation as to what a possible VSP would be without completing an EOI. Such a calculation would only be an approximation and possibly subject to variation.

### 2.2 Agency considers outcomes of EOI process

- 2.2.1. As soon as practicable after the EOI period has closed, the Rail Commissioner will consider and consult with the relevant

employees and the applicable unions regarding the outcomes of the EOI process. For the purposes of consultation, the Rail Commissioner will provide the applicable unions in writing the outcomes of the EOI process and provide the applicable unions with a minimum of 14 days' notice to respond, prior to any VSP offers being made.

- 2.2.2. In the event Rail Commissioner has determined potential VSP offers for affected employees, if requested, the Parties agree to meet to discuss the proposed VSPs as soon as practicable.
- 2.2.3. Where a meeting is requested, the Rail Commissioner agrees to delay VSP offers to employees until after the meeting has occurred.
- 2.2.4. Where the applicable unions requests further information or seeks a response, the Rail Commissioner will respond as soon as practicable.
- 2.2.5. The Rail Commissioner agrees to delay VSP offers to employees until 7 days after a response is provided to the applicable unions.
- 2.2.6. In the event that the number of suitable applicants for VSPs is greater than the number of positions identified as "excess" the Rail Commissioner will inform the applicable unions of the selection criteria it will utilise to determine which employees will be offered VSPs. The criteria may include (but is not limited to):
  - The new workforce composition position descriptions;
  - Hours of work;
  - Skills, experience and qualifications; and
  - Any other factors (such as geographical location).

### 2.3 Number of EOIs is the same as the number of identified excess positions

- 2.3.1 In the event the number of EOIs matches the number of identified excess positions, the Rail Commissioner will notify the effected employees and applicable unions.

### 2.4 Number of EOIs is less than the number of identified excess positions

- 2.4.1 Where the number of EOIs is less than the number of identified excess positions, the Rail Commissioner will not unreasonably refuse to offer an employee a VSP.
- 2.4.2 In the event the number of EOIs is less than the number of identified excess positions, the Rail Commissioner will move to the steps outlined in 3. Process for Identifying Excess Employees.

### 2.5 Calculation of a VSP

- 2.5.1 The Parties agree that for the purpose of a VSP, an employee will be paid not less than the *Department of Treasury and Finance – Targeted Voluntary Separation Packages (TVSPs) as at 1<sup>st</sup> July 2015*.



## 2.6 Employee offered a VSP

- 2.6.1 Affected employees will be notified in writing that their EOI for a VSP has been received.
- 2.6.2 The Rail Commissioner will provide written advice to the employee which will include the proposed date on which the Rail Commissioner intends to make the employee an offer of a VSP, including the proposed date of payment of the VSP and the proposed date of the employee's separation from the public sector.
- 2.6.3 The notification of the intention to make an offer of a VSP will also include the date by which the employee is required to advise the Rail Commissioner if they do not wish to be made an offer of a VSP.
- 2.6.4 Where the employee confirms they wish to progress with the VSP, the Rail Commissioner will provide an offer of a VSP to the employee which will include the date on which the VSP will be paid, the date of the employees separation, the steps the employee can take to decline the offer of the VSP, and that the Rail Commissioner must declare that their position is no longer required and therefore "excess" (redundant).
- 2.6.5 In addition to the payment of a VSP, an additional lump sum payment of \$15,000 will be payable to an employee who accepts a TVSP either as a result of an EOI or within the first 3 months of being declared excess/redeployee.
- 2.6.6 Upon receipt of a VSP, the employee's employment in the public sector will cease.

## 3. Process for identifying excess employees

### 3.1 Notification to Union

- 3.1.1 Where there are insufficient numbers of EOIs to meet the number of excess positions identified in 1.3 the Rail Commissioner will notify the relevant employees and the applicable unions of the following information in writing:
  - a. the number of remaining excess positions, including job classification/role /worksite location/FTE equivalent;
  - b. number of affected employees; and
  - c. the proposed time frames and plan for notification and consultation with affected employees.

### 3.2 Meeting with Union

- 3.2.1 Prior to notifying affected employees (clause 3.3), the Rail Commissioner and the applicable unions will meet to discuss the selection criteria to be used for forced redundancies, the

proposed time frames and plan for notification and consultation with affected employees.

3.3 Notification to affected employees

- 3.3.1 The Rail Commissioner will inform the affected employee/s in writing that there were insufficient numbers of EOs for voluntary redundancies and provide information regarding the number of positions and employees that will be declared excess and made redundant. A copy of any correspondence will also be provided to the applicable unions. This will include all relevant information including, but not limited to, why the position/s have been determined to be genuinely redundant, the number of redundant positions, the application of the above selection criteria, and information regarding the timeline and process.
- 3.3.2 The Rail Commissioner will notify employees of their right to be represented by their applicable union.
- 3.3.3 The Rail Commissioner will take all possible steps to mitigate the adverse effect on the employee/s affected, including (but not limited to) consideration of immediate redeployment to a suitable alternative position with the consent of the affected employee/s.
- 3.3.4 The Rail Commissioner will organise at least one paid meeting with the affected employee/s to discuss the redundancies. The applicable unions will be invited to attend this meeting.

3.4 Notification to redundant employee(s)

- 3.4.1 The Rail Commissioner will then notify the redundant employee/s and the applicable unions that the particular employees will be made redundant. Prior to notifying a redundant employee, the Rail Commissioner must declare that the employee's position is no longer required and therefore "excess" (redundant).
- 3.4.2 The redundant employee/s will be notified in writing that their position is "excess" and may elect to consider a VSP or seek redeployment. In this same notification, the Rail Commissioner will provide the employee with the following:
  - The date their position will be made redundant shall be no earlier than 28 days from the date the notification is received;
  - Information regarding taking a VSP and information regarding the redeployment process. This information will clearly outline what the employee's entitlement would be if they elect to take a VSP at the date of termination, pursuant to step 2.5.

- That the employee may request a paid time meeting with the Rail Commissioner to discuss any aspect of the redundancy and/or redeployment process.
- That the employee is entitled to be represented during the meeting by their applicable union.
- Should the employee wish to accept the offer for a VSP at this time, they must do so within the timeframe provided, which must be no less than 28 days. Upon acceptance of the VSP, their employment in the public sector will cease upon receipt of the VSP.

## **4. Redeployment Process**

### **4.1 Commencement of the Redeployment Process and Case Management**

- 4.1.1 Following receipt of written advice of being declared an excess employee, where an employee has elected to become a redeployee (i.e. has decided not to accept an offer for VSP), the redeployee will be assigned a case manager and will participate in the redeployment/retraining program.
- 4.1.2 A redeployment plan will be established in consultation with the redeployee which aims to identify a suitable alternative ongoing permanent role in the public sector which would, with appropriate training and support, be reasonably available to the employee. The plan will also include (but not be limited to):
  - details of any training to be provided;
  - skills or duties relevant to a suitable placement and/proposed role; and
  - job fit assessment and analysis.
- 4.1.3 A copy of the redeployment plan will be provided to the redeployee.
- 4.1.4 The redeployee's case manager will have priority access to the notice of vacancies and redeployee will also have access to notice of vacancies.
- 4.1.5 The excess employee is also expected to cooperate and participate in all reasonable training opportunities or placements.
- 4.1.6 Criteria for suitable training
  - a. Training will be provided to the redeployee by the Rail Commissioner consistent with meeting the requirements for the suitable employment identified at 4.1.2.

### **4.2 Criteria for suitable employment**

- 4.2.1. An ongoing permanent role in any agency in the Public Sector will only be considered suitable for the purposes of redeployment if (unless the employee otherwise agrees):
  - a. The hours of work remain the same or similar where practicable;

- b. It is a reasonable distance/location from the employee's residence to the new place of employment;
  - c. The classification is commensurate with the employee's job fit assessment and analysis, and the employee is assessed as being able to perform the role with reasonable training and support over a reasonable period of time;
  - d. The remuneration is not less than what the employee was earning prior to becoming a redeployee;
  - e. The nature of the work is such that it is reasonable to perform, taking into account the employee's skill and experience;
  - f. There are no extenuating factors specific to the employee/worksites that would make it unreasonable for the employee to perform the ongoing permanent role.
- 4.2.2. The above criteria does not limit further discussions and agreements between the employee and their case manager.
- 4.2.3. The applicable Income Maintenance policy will apply to employees transferred to a suitable ongoing role.

#### 4.3 Making of an offer of suitable employment during redeployment program

- 4.3.1. During the redeployment process the applicable case managers/agency representatives will genuinely seek to identify an alternative role or placement that is a reasonable match with the employee's skills and capabilities (including with reasonable training).
- 4.3.2. In the event that an offer for an alternative role/position is not made within 6 months of the employee being declared excess, or before the date of enrolment of the employee into training identified in the redeployment programme established at 4.1.2, whichever is the greater, the case manager must meet with the employee and their representative (if applicable) to discuss and review the employee's redeployment plan.
- 4.3.3. The outcomes of these discussions and the action plan for next steps must be provided in writing to the employee and a copy forwarded to the Office for the Public Sector (OPS).
- 4.3.4. In the event an offer for a suitable ongoing permanent role has not been identified and made within 9 months from the date of them being declared excess, or before the date of enrolment of the employee into training identified in the redeployment programme established at 4.1.2, whichever is the greater, the relevant agency must notify the OPS.
- 4.3.5. The Rail Commissioner will discuss with the employee (and the applicable unions) any reasons that an alternative role has not been achieved. At this stage the Commissioner for Public Sector Employment (CPSE) or representative from the OPS will become involved in order to review the process and options available for redeployment.
- 4.3.6. In the event that an offer of suitable employment has not been identified and made within 12 months of the employee being declared excess, or before the date of enrolment of the

employee into training identified in the redeployment programme, whichever is the greater, the Rail Commissioner, the CPSE or representative from OPS, and the employee (and applicable unions) will meet to discuss the outcome of the redeployment/retraining programme. The Parties will discuss:

- Whether the redeployment plan has been complied with by the Rail Commissioner and the employee;
- Whether all reasonable efforts have been made to identify suitable employment for the employee; and
- Whether there are exceptional circumstances which could make it reasonable to extend the redeployment/retraining programme, and/or amend the redeployment plan, to provide further opportunity to identify suitable employment.

4.3.7. For the purposes of 4.3.6, “exceptional circumstances” may include the geographical location of the employee, the unique skills and/or experience of the employee, the age of the employee, or the circumstances of the employee becoming excess, which circumstances provide additional difficulty to the identification of suitable employment for the employee.

4.3.8. Where any issues remain unresolved, either party may utilise clause 9.

#### 4.4 Notification of a suitable ongoing permanent role

4.4.1 Where an offer of a suitable ongoing permanent role is made to an employee, such notification will be provided in writing. Written notification will also include:

- A contract of employment for the new role;
- A Job and Person Specification for the new role; and
- Information advising the employee that should they not accept the suitable ongoing permanent role, the employee may be separated with 5 weeks’ notice and separation pay outlined in 4.6.3 (provided that the terms of this Schedule have been met). Such information will be clearly outlined to the employee.

4.4.2 An employee will be given a minimum of 14 days to consider whether they wish to accept the suitable ongoing permanent role.

#### 4.5 Deferment of redeployment program

4.5.1. Rail Commissioner must defer the redeployment period where an employee that has been declared excess is absent from duty by reason of:

- Parental leave; or
- Defence reserves leave; or
- Where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return to Work Plan for such injury or illness.

- 4.5.2. Rail Commissioner may approve an application for deferment of the redeployment period by an employee who has been declared excess, on the basis of exceptional personal circumstances by the employee. The Rail Commissioner is required to seek advice from the Commissioner for Public Sector Employment. This decision making function is not to be delegated.

#### 4.6 Conclusion of the Redeployment Process

- 4.6.1 The redeployment process will end only when the following criteria has been satisfied:
- a. The employee has accepted employment in an ongoing role; or
  - b. For an employee whose position has been determined to be excess as a result of the Rail Commissioner's decision to privatise, outsource, contract out or the closure/part closure of a service(s) and that employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment; or
  - c. The employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment;
  - d. The Rail Commissioner and employee has negotiated, been offered and accepted an additional separation payment;
  - e. For employees other than those in 4.6.1(b), all reasonable attempts have been made to offer suitable alternative employment and the redeployment process set out in 4.3 has been completed; or
  - f. The employee has at any stage elected to take a VSP, in accordance with step 4.7.
- 4.6.2 Where the redeployment process ends, the Rail Commissioner will confirm in writing to the employee the outcome of that process.
- 4.6.3 Where an employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment or the redeployment process set out in clause 4.3 is completed, the following will apply:
- a. The employee will be provided in writing a minimum of 5 weeks' notice of the date of separation.
  - b. During the notice period, the Rail Commissioner agrees to allow a minimum of one day of paid leave each week to job seek.
  - c. During the notice period, the Employee may give notice of their intention to resign their employment with 24

hours' notice and be paid the balance of the notice period.

- d. A separation payment as set out in clause 4.7.3 will be paid to the employee at the separation date of their employment.

**4.7 Accepting a VSP while a redeployee**

4.7.1 At any time while an employee is a redeployee, they may give notice that they wish to accept a VSP.

4.7.2 A redeployee will only be required to provide one weeks' notice to terminate their employment (or less by agreement).

4.7.3 An employee who indicates that they wish to accept a VSP, in accordance with clause 4.7.1, will be entitled to the following amounts of redundancy pay:

- a. An employee who has been a redeployee for between 0 to 12 months is entitled to receive redundancy pay equal to 100% of the VSP clause 2.5; or
- b. An employee who has been a redeployee for more than 12 months is entitled to receive redundancy pay equal to 75% the VSP, specified in clause 2.5.

**5. Disputes**

5.1. Where a dispute arises in relation to the operation of this Schedule, the Parties may raise a dispute in accordance with clause 9 of the Agreement.

5.2. A dispute may be raised at any stage of this Schedule. Where a dispute is raised in relation to this Schedule, the status quo will remain until the matter is resolved.

5.3. Where the Parties cannot reach agreement to resolve a dispute in relation this Schedule, the Parties agree that the dispute may be arbitrated by the Fair Work Commission.

**Review**

The Rail Commissioner and the applicable unions will review the implementation of this process no earlier than 12 months after date of approval of this enterprise agreement.

"Declared excess" means the date of written notice to the employee that their position is no longer required.

## **SCHEDULE 5 – MAINTENANCE EMPLOYEES – – INJURY AND INCOME PROTECTION PRINCIPLES**

### **1. PREAMBLE**

- 1.1 This 'Injury and Income Protection' policy is founded upon the current Police Disability Pension under Regulation 38A of the Southern State Superannuation Regulations 2009 that is available to workers who meet specific criteria for eligibility.
- 1.2 The Regulations referred to above were introduced during the operation of the previous *Workers Rehabilitation and Compensation Act* 1986.
- 1.3 The content of an amended Regulation 38A and the principles agreed between the Government and the Police Association of South Australia are set out in this policy.
- 1.4 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

### **2. FUNDING ARRANGEMENTS**

- 2.1 The funding arrangements for this policy are provided within the budget process of the agency.

### **3. ADMINISTRATION OF THIS POLICY**

- 3.1 The responsibility for administering this policy is vested in the Rail Commissioner or delegate.
- 3.2 In administering this policy the Rail Commissioner shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

### **4. DEFINITIONS**

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act* 1986 or the *Return to Work Act* 2014 and meet the eligibility requirements of this policy.
- 4.2 "Employer" means Rail Commissioner or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".



- 4.7 “Retirement” in this policy has the same meaning as ‘retiring age’ as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 “Recovery/return to work plan” includes a recovery/return to work plan established or continuing under this policy.

## 5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
  - (a) The employer to continue to actively manage the worker’s injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must—
  - (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (b) without limiting paragraph (a)—
    - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
    - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
  - (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
  - (d) return to suitable employment when reasonably able to do so; and
  - (e) take reasonable steps to mitigate any possible loss on account of the work injury.

## 6. RETURN TO WORK COMMITMENT

- 6.1 Whereas:
  - (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
  - (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## 7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
  - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
  - ii. occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or
  - iii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
  - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
  - (b) A redemption of 7.4(a).

## 8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
- (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014* and;
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014* and;
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI) and;
  - (d) have not made a return to work within the meaning of the *Return to Work Act 2014*;
- will be provided on the following basis:
- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act 2014*.

## 9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)

- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
- or

- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker as:
  - (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 week's notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
  - (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable

- of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
  - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

## 10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act* 2014; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act* 1986 or the *Return to Work Act* 2014; or
  - (e) Retires, resigns or is terminated from employment; or
  - (f) Is in receipt of income or other financial benefits in lieu of wages; or
  - (g) Is classified as a seriously injured worker under the *Return to Work Act* 2014.
- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## 11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act*

2014 pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.

- 11.2 The worker may then claim 'out of pocket' costs against this policy for:
- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
  - (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
  - (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act* 2014.

## **12. DISPUTATION RESOLUTION PROCEDURE**

- 12.1. Where a dispute arises in relation to the operation of this Schedule, the Parties may raise a dispute in accordance with clause 9.