



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Keolis Downer Adelaide Pty Ltd
(AG2024/1484)

KEOLIS DOWNER ADELAIDE MAINTENANCE EMPLOYEES AGREEMENT 2024

Rail industry

COMMISSIONER ALLISON

MELBOURNE, 16 MAY 2024

Application for approval of the Keolis Downer Adelaide Maintenance Employees Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Keolis Downer Adelaide Maintenance Employees Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Keolis Downer Adelaide Pty Ltd. The Agreement is a single enterprise agreement.

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

[3] The Communications Electrical Electronic Energy Information Postal Plumbing & Allied Services Union of Australia – SA Branch Electrical & Plumbing Division (CEPU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the CEPU.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 May 2024. The nominal expiry date of the Agreement is 31 December 2027.

The seal of the Fair Work Commission is circular and features the Australian coat of arms in the center. The text 'THE SEAL OF THE FAIR WORK COMMISSION' is written around the perimeter of the seal. Overlaid on the seal is a handwritten signature in blue ink, which appears to read 'Allison'.

COMMISSIONER

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KEOLIS DOWNER
ADELAIDE MAINTENANCE
EMPLOYEES
AGREEMENT 2024



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PART 1 - APPLICATION AND OPERATION

1 Title

This Agreement will be known as the *Keolis Downer Adelaide Maintenance Employees Agreement 2024* (**the/this Agreement**).

2 Scope and Persons Bound

This is an Agreement between Keolis Downer Adelaide Pty Ltd (**the Company**) and the Communications, Electrical, Electronic, Plumbing and Allied Services Union Electrical Energy and Services Division SA Branch (CEPU); which will cover employees classified pursuant to this Agreement (**Employees**).

collectively **the Parties**.

**Note: the CEPU will only be covered by this Agreement if they elect to be covered by this Agreement in accordance with section 183 of the Fair Work Act 2009 (the FW Act) and it is noted in the decision of the Fair Work Commission (FWC) to approve the Agreement, that the Agreement covers the CEPU.*

3 Commencement Date and Period of Operation

- 3.1 This Agreement will operate from seven (7) days after it is approved by the FWC until its nominal expiry date.
- 3.2 The nominal expiry date of this Agreement will be 31 December 2027.
- 3.3 Negotiations for a new Agreement may commence no later than six (6) months from the nominal expiry date.

4 Relationship of this Agreement to the Award

- 4.1 Subject to 4.2 below, this Agreement will regulate the wages and conditions of employment of all Employees who work in classifications listed in Schedule 1 of this Agreement.
- 4.2 This Agreement incorporates the terms of the *Rail Industry Award 2020* (**the Award**) as in operation at the date the Agreement is made; provided that the terms of this Agreement will prevail where it is inconsistent with the incorporated terms of this Award.
- 4.3 This Agreement supersedes any other Statutory Industrial Instruments which applied prior to the introduction of this Agreement, and which regulated the terms and conditions of employment covered by this Agreement.
- 4.4 The terms of this Agreement that deal with matters contained in the National Employment Standards (**NES**) only apply to the extent

that the terms are not detrimental to an Employee when compared to the NES. That is, no provision of the NES is displaced by this Agreement, but the NES provision may be supplemented by the terms of the Agreement.

5 Aims and Objectives

5.1 The Parties have reached the outcomes contained in this Agreement through a co-operative process balancing the Company'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 the Company 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 the Company 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, the Company 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 Agreement, the *Keolis Downer Adelaide Maintenance Employees Agreement 2024*, as approved by the FWC.

"Employee(s)" means or refers to persons employed by the Company 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, and can include a union.

"Family or household member" has the same meaning it has in the FW Act, and includes an Employee's spouse or former spouse, de facto partner or former de facto partner, a child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner), step relations, adoptive relations 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 FW 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).

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

8 Consultation

- 8.1 This term applies if the Company:
- 8.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - 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 Company 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 Company of the identity of the representative;
 - 8.4.3 the Company must recognise the representative.
- 8.5 As soon as practicable after making its decision, the Company 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 Company 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 Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.7 The Company 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, program, organisation, structure or technology in relation to the enterprise of the Company, 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 Company'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 Company 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 Company of the identity of the representative;
 - 8.12.3 the Company must recognise the representative.
- 8.13 As soon as practicable after proposing to introduce the change,

the Company 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 Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Company 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 Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 8.16 In this term 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 and employee representatives, including union representatives where appointed as a representative. This committee provides a forum for consultation between the Company 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 the Company 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 NES 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 An Employee who is a part to the dispute may appoint a representative for the purposes of the procedure in this clause, which may include a union representative.
- 9.3 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.
- 9.4 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.
- 9.5 The consultation process as prescribed in clause 9.4 shall be commenced within forty eight (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.
- 9.6 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.
- 9.7 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.
- 9.8 If a dispute arising from any industrial matter, including a dispute arising under this Agreement or the NES 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 FWC for resolution by mediation and/or conciliation.
- 9.9 If the matter remains unresolved, either party may refer the matter to the FWC for arbitration.
- 9.10 If arbitration is necessary, the FWC 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 FW Act.
- 9.11 The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision.
- 9.12 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 their health or safety.

PART 3 - EMPLOYMENT RELATIONSHIP

10 Company and Employee Duties

- 10.1 The Company 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 Company 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

Full-time Employees are 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 thirty eight (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 Additional hours to those specified in clause 12.2.1 may be offered and worked by agreement. Where a part time Employee agrees to perform additional duty then such duty will stand alone and count towards the ordinary hours of duty for that week.
- 12.2.3 An Employee engaged on a part-time basis shall be

entitled to receive pro rata entitlement to leave and other entitlements applicable to full time Employees.

- 12.2.4 A part-time Employee who is required by the Company to work hours in excess of those specified in the Employee's contract of employment will be paid overtime in accordance with clause 21.9 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 (1/38) of the weekly rate prescribed by this Agreement for the work which the Employee performs and a twenty percent (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.
- 12.4.3 Requests for casual conversion will be in accordance with the NES.

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 *South Australian Skills Act 2008* (SA) (**the Training Act**).
- 12.5.3 Apprentices may be engaged in trades or declared vocations where declared or recognised by the appropriate authority under the Training Act.
- 12.5.4 In accordance with the Training Act, the Company will not undertake to train a person in a trade except under a contract of training.
- 12.5.5 The Company may use an approved Group Training

Scheme for Apprentices, in which case the Company 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 Level 1 classification.

- 12.5.6 No apprentice under the age of eighteen (18) 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 Company 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 forty five (45) years at the time of the Company giving notice and with not less than two (2) 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 in accordance with the table at 13.1.1 or such less time as may be agreed between the Employee and the Company.

13.2.2 If an Employee fails to give notice the Company has the right to withhold wages 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 (3) working days without the consent of the Company and without notification to the Company will be evidence that the Employee has abandoned their employment.

13.3.2 If within a period of fourteen (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 Company that they were absent for a reasonable cause, they will be deemed to have abandoned their employment and their employment will terminate. For the avoidance of doubt, where an Employee's employment is terminated for the reason of abandonment of employment, Employees are entitled to notice of termination in accordance with clause 13.1.

13.4 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 Company, not be paid for the actual time of such non-attendance.

13.5 Standing Down Employees

Subject to the provisions of the FW Act, the Company 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 Company cannot reasonably be held responsible.

PART 4 – RATES OF PAY AND RELATED MATTERS

14 Classifications and Rates of Pay

14.1 Classification Structure

Signal Maintenance Fitter – Electrical	Level 1	<p>A Level 1 Engineering tradesperson is an employee who has a recognised trade by successfully completing an Apprenticeship, an Adult Apprenticeship or Tradespersons Right Examination.</p> <p>Employees at this classification perform work and apply trade skills to the level of their training.</p> <p>Additional accredited training will be provided complementary to basic trade skills to facilitate progression to the next classification. Employees at this classification will perform work within one of the electrical/electronic streams under general supervision and have an understanding of the <i>Work Health and Safety Act 2012</i>.</p>
	Level 2	<p>A Level 2 Engineering tradesperson is an employee who demonstrates competency and performs work above and beyond that of a Level 1 Engineering tradesperson and to the level of their training.</p> <p>In addition to the training and tasks expected of a Level 1 employee, an employee at this level will have completed their Certificate IV in Electrical–Rail Signalling.</p>
	Team Leader	<p>A Team Leader Engineering tradesperson is by appointment and is an employee who demonstrates competency and performs work above and beyond that of a Level 2 Engineering tradesperson and to the level of their training.</p> <p>In addition to the training and tasks expected of a Level 2 employee, an employee at this level will hold team leader responsibilities.</p>
Signal Maintenance Fitter – Mechanical	Level 1	<p>A Level 1 Engineering tradesperson is an employee who has a recognised trade by successfully completing an Apprenticeship, an Adult Apprenticeship or Tradespersons Right Examination.</p> <p>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 the next classification.</p> <p>Employees at this classification will perform work within one of the Mechanical streams under general supervision and have an understanding of the <i>Work Health and Safety Act 2012</i>.</p>
	Level 2	<p>A Level 2 Engineering tradesperson is an employee who demonstrates competency and performs work above and beyond that of a Level 1 Engineering tradesperson and to the level of their training.</p>

		In addition to the training and tasks expected of a Level 1 employee, an employee at this level will have completed their Certificate III Mechanical–Rail Signalling.
	Team Leader	A Team Leader Engineering tradesperson is by appointment and is an employee who demonstrates competency and performs work above and beyond that of a Level 2 Engineering tradesperson and to the level of their training. In addition to the training and tasks expected of a Level 2 employee, an employee at this level will hold team leader responsibilities.
Signal Labourer	Level 1	A Level 1 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. Employees at this level will have completed structured training which may include stores, inventory, clerical support skills, instructional techniques, skills and interpersonal skills.
Communication-Electronic Technician	Level 1	A Level 1 Electronic/ ICT Technician tradesperson is an employee who has a recognised trade either; <ul style="list-style-type: none"> - Certificate III in Electrotechnology Electrician or Electronics; and - Communications Tradesperson or Certificate III in Data and Voice Communication.
	Level 2	A Level 2 Electronic/ICT Technician tradesperson who demonstrates competency and performs work above and beyond that of a Level 1 plus Australian Communication and Media Authority license plus endorsements and Security Agent Licence.
	Team Leader	A Team Leader Electronic/ ICT Technician is by appointment and is an employee who demonstrates competency and performs work above and beyond that of a Level 2 Electronic/ ICT Technician and to the level of their training. In addition to the training and tasks expected of a Level 2 employee, an employee at this level will hold team leader responsibilities.

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 (2) hours - the entire shift.
- 15.2 If employed in the higher classification for less than two (2) hours - the time worked.

16 Apprentices 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 Level 1 classification level employed in the area in which the apprentices are employed and, in all contracts of training subsequently made, the Company will undertake to pay wages of not less than such rates.

Years of Service	Percentage of Ordinary Weekly Rate
1 st Year	50%
2 nd Year	60%
3 rd Year	70%
4 th Year	80%

- 16.2 An Employee who is under twenty one (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 twenty one (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 FWC or the rate prescribed by clause 16.1 for the relevant year of apprenticeship, whichever is the greater.
- 17.3 Where a person was employed by the Rail Commissioner or the Company 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 2.

19 Extra rates not cumulative

Extra rates in this Agreement, except special rates prescribed in Schedule 2.4 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; or

20.1.1(b) according to a weekly average of ordinary hours worked even though more or less than thirty eight (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 thirty eight (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 thirty eight (38) in any particular week of a work cycle is to be paid their wages on the basis of an average of thirty eight (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 twenty eight (28) consecutive days (four (4) consecutive weeks) the Employee's ordinary hours

are arranged on the basis that for three (3) of the four (4) weeks they worked forty (40) ordinary hours each week and in the fourth (4th) week they worked thirty two (32) ordinary hours. That is, they would work for eight (8) ordinary hours each day, Monday to Friday inclusive for three (3) weeks and eight (8) ordinary hours on four (4) weekdays only, Monday to Friday, in the fourth (4th) week a total of nineteen (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 (4) days, their actual pay is an average of thirty eight (38) ordinary hours even though, that week, they work a total of thirty two (32) ordinary hours.
- 20.3.5 For an Employee who works a four (4) week nineteen (19) day cycle, each day an Employee works eight (8) ordinary hours they accrue a "credit" of twenty four (24) minutes (0.4 hours). The maximum "credit" the Employee may accrue under this system is zero point four (0.4) hours on nineteen (19) days that is a total of seven (7) hours thirty six (36) minutes.
- 20.3.6 In addition to clause 20.3.6, 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.
- 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 (5).
- 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 seven point six (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 (7) hours thirty six (36) minutes (i.e. seven point six (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 Company 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 Company, report for duty after their appointed starting times or cease duty before their appointed finishing times.
- 20.6.2 The Company 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 thirty eight (38) per week but not exceeding one hundred and fifty two (152) hours in twenty eight (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 Company between 6.30 a.m. and 6.30 p.m. The actual ordinary hours of work may be altered by mutual agreement between the Company 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 (10) hours on any day unless there is agreement between the Company and the majority of Employees in the workshop or depot concerned.
- 21.1.6 Where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours must be subject to the agreement of the Company and the majority of Employees in the workshop or depot concerned.
- 21.1.7 By arrangement between the Company and the majority of Employees in the depot concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to the Company and the Employees concerned being guided by the *Work Health and Safety Act 2012 (SA)* (WHS Act).
- 21.1.8 Twenty eight (28) days' notice will be provided to Employees moving from Day work to Shift work for a minimum period of twenty eight (28) days, i.e. one (1) cycle.

21.2 Ordinary Hours of Work – Continuous shiftworkers

- 21.2.1 Continuous shiftwork means work carried on with

consecutive shifts of Employees throughout the twenty four (24) hours of each of at least six (6) consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

- 21.2.2 The ordinary hours of continuous shift workers are, at the discretion of the Company, to average thirty eight (38) hours per week inclusive of meal breaks and must not exceed one hundred and fifty two (152) hours in twenty eight (28) consecutive days. Continuous shift workers are entitled to a twenty (20) minute meal break on each shift which will be counted as time worked. Employees who work a twelve (12) hour roster pattern shall be entitled to three (3) twenty (20) minute breaks on each shift which will be counted as time worked.
- 21.2.3 A shift will consist of not more than twelve (12) hours inclusive of crib time. Where the ordinary working hours are to exceed eight (8) on any shift, the arrangement of hours must be subject to the Agreement of the Company and the majority of Employees concerned.
- 21.2.4 By arrangement between the Company and the majority of Employees in the depot concerned, ordinary hours not exceeding twelve (12) of any day may be worked subject to the Company and the Employees concerned being guided by the WHS Act.
- 21.2.5 Except at the regular changeover of shifts, an Employee will not be required to work more than one (1) shift in each twenty four (24) hours.

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 thirty eight (38) per week and must not exceed one hundred and fifty two (152) hours in twenty eight (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 Company. An Employee will not be required to work more than five (5) 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 twenty four (24) hours.
- 21.3.4 The ordinary hours of work prescribed herein will not

exceed ten (10) hours on any day. Where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours must be subject to the agreement of the Company and the majority of Employees concerned.

21.4 Methods of arranging ordinary working hours

21.4.1 Subject to the Company'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 Company'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 Company 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 (4) 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 (8) hours in any day.

21.4.3 By agreement between the Company and the majority of Employees in the depot concerned, twelve (12) 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 WHS Act.

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 forty eight (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 twenty four (24) hours of each of at least six (6) consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable cause beyond the control of the Company.
- **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 Company 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 Company and the Employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven (7) days' notice of alteration given by the Company to the Employees.

21.6.4 Afternoon or night shift allowances

- a) An Employee whilst on afternoon shift will be paid for such shift fifteen (15%) more than the ordinary rate.
- b) An Employee whilst on night shift will be paid for such shift thirty (30%) more than the ordinary

rate.

- c) An Employee who works on an afternoon or night shift which does not continue for at least five (5) successive afternoons or nights in a five (5) day workshop or for at least six (6) successive afternoons or nights in a six (6) day workshop, or for consecutive days rostered to work which does not provide for successive afternoon or night shifts, will be paid for each such shift;
 - (i) If the reason they do not work successive shifts in accordance with 21.6.4(c) is because of a decision of the Company – fifty percent (50%) for the first three (3) hours and one hundred percent (100%) for the remaining hours in addition to their ordinary rate. For the avoidance of doubt, this excludes rosters agreed in accordance with this Agreement, which do not provide for successive shifts; or
 - (ii) 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) – fifteen percent (15%) for an afternoon shift and thirty percent (30%) for a night shift.

21.7 Rate for working on Saturday shifts

21.7.1 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 21.6.4.

21.7.2 Shifts that fall partly on a Saturday will;

- a) If the majority portion of the shift falls on the Saturday – be considered as a full Saturday shift; or
- b) If the majority portion of the shift falls on the other day – be considered as a full shift on that day.

21.8 Rate for working on Sunday and Public holidays

21.8.1 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.

21.8.2 Where shifts commence between 11.00 p.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.

- 21.8.3 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.
- 21.8.4 By agreement between the Company 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.
- 21.8.5 The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in clause 21.6.4.

21.9 Overtime payments

- 21.9.1 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:
 - a) if employed on continuous shift work be paid at the rate of double time; or
 - b) if employed on non-continuous shift work at the rate of time and a half for the first three (3) hours and double time thereafter, except in each case when the time is worked:
 - not by a decision of the Company but by arrangement between the Employees themselves; or
 - for the purpose of effecting the customary rotation of shifts.
 - c) Provided that when not less than eight (8) hours' notice has been given to the Company by a relief Employee that they 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.

21.10 Overtime payment - Signalling section - Continuous shift work employees

Except in circumstances where a roster agreed in accordance with the provisions of this Agreement is in place, e.g. a compressed roster, overtime provisions will apply to the sixth (6th) shift in the week in every instance where the roster does not designate the actual overtime shift.

21.11 Meal Breaks

- 21.11.1 An Employee will not be required to work for more than five (5) hours without a break for a meal, except by agreement between the Company and the majority of Employees in the depot concerned, in which case Employees may be required to work in excess of five (5) hours but not more than six (6) 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.
- 21.11.2 The time of taking a scheduled break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
- 21.11.3 The Company may stagger the time of taking a meal and rest breaks to meet operational requirements.
- 21.11.4 Subject to clause 21.11.1, 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.
- 21.11.5 Except as provided in this subclause, and except where any alternative arrangement is entered into between the Company 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.

21.12 Approval of Additional Hours

- 21.12.1 Any overtime worked, (including periods where an Employee is recalled to work) requires prior approval and consideration of the WHS Act.
- 21.12.2 When overtime work is approved it must, wherever reasonably practicable, be arranged so that Employees have at least ten (10) consecutive hours off work between work on successive working days.

21.13 Overtime

- 21.13.1 Except as provided for in clauses 21.19, 21.20 and 28.2, for all work done outside ordinary hours the rates of pay will be time and a half for the first three (3) hours and double time thereafter until the completion of the overtime work. For continuous shift workers in clause 21.9 the rate for working overtime is double time.
- 21.13.2 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.

21.13.3 The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by thirty eight (38), even in cases when an Employee works more than thirty eight (38) ordinary hours in a week.

21.13.4 Subject to clause 21.13.3, the Company may require an Employee to work reasonable overtime at overtime rates.

21.13.5 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 Company of the overtime and by the Employee of their intention to refuse it; and any other relevant matter.

21.14 Rest period between shifts

21.14.1 If an Employee does not have at least ten (10) consecutive hours off duty between any shifts then that Employee must be released after completion of such shift until having had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.14.2 If the Company 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 ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.14.3 The provisions of the subclause will apply in the case of shift workers as if eight (8) hours were substituted for ten (10) 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.

21.14.4 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.

21.15 Standing by

Subject to any custom prevailing where an Employee is required regularly to hold themselves 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 they are standing by.

21.16 On Call Arrangements

21.16.1 An On Call roster will be developed and agreed in consultation with the workgroup involved.

21.16.2 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.

21.16.3 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 rail network.

21.16.4 No Employee will be rostered or required to be On Call more frequently than a total of seven (7) days every fourteen (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.

21.16.5 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.

21.16.6 Employees who are On Call must be contactable whilst on call but will not be restricted to their residence.

21.16.7 Employees who are On Call will be provided with any equipment required for their work.

21.16.8 An Employee recalled to duty as a result of being rostered to be On Call will be paid a minimum of four (4) 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.

21.16.9 Subsequent call backs within four (4) 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.

- 21.16.10 Should the total time worked exceed four (4) hours, payment for the additional hours worked will be made at the relevant overtime rate.
- 21.16.11 An Employee recalled to duty will be required to complete only the work which prompted the initial request.
- 21.16.12 Calculation of the four (4) 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.
- 21.16.13 To facilitate the timely response to situations requiring out of hours attendance, arrangements will be made for Employees
- 21.16.14 participating in On Call roster arrangements to be provided with a suitable vehicle whilst On Call.
- 21.16.15 Employees who agree to participate in rostered On Call arrangements will be entitled to payment of the On Call Allowance as set out at S2 of this Agreement.

21.17 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 (4) hours' work at the rate of time and one half for the first three (3) hours and double time thereafter. There are a number of conditions which apply to this provision:

- 21.17.1 Where an Employee is required to regularly hold themselves in readiness for a call back they will be paid for a minimum of three (3) hours' work at the appropriate overtime rate. This is subject to clause 21.15 which deals with the conditions for standing by.
- 21.17.2 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 they will be entitled to the three (3) or four (4) hour minimum overtime payment provided for in this subclause at the appropriate rate for each time so recalled.
- 21.17.3 Except in the case of unforeseen circumstances arising, an Employee will not be required to work the full three (3) or four (4) hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- 21.17.4 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.

21.17.5 In circumstances where clause 21.17.4 applies, the supervisor will have regard to occupational health and safety obligations in considering any adequate rest period.

21.18 Saturday work

A day worker required to work overtime on a Saturday must be afforded at least four (4) hours' work or paid for four (4) hours at the rate of time and one half for the first three (3) hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

21.19 Sunday work

21.19.1 Employees, other than shift workers, required to work on Sundays will be paid for a minimum of four (4) hours' work.

21.19.2 Except as otherwise provided in clause 21.8, 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.

21.19.3 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 (10) consecutive hours off duty, without deduction of pay for ordinary time of duty recurring during that absence.

21.19.4 An Employee working on a Sunday will be allowed a crib time of twenty (20) minutes without deduction of pay after each four (4) hours of work, if the Employee continues work after the crib time.

21.20 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 28.2 of this Agreement.

21.21 Rest breaks during overtime

21.21.1 An Employee working overtime will be allowed a crib time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after such crib time.

21.21.2 Unless the period of overtime is less than one and a half hours, an Employee, will be allowed a paid meal break of twenty (20) minutes (paid at ordinary rates) before starting overtime after working ordinary hours. The Company and the Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company will not be required to make payment in respect of any time allowed in excess of twenty (20) minutes.

21.22 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 Company 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 NES

- The provisions of this Agreement relating to various forms of leave are to be read in conjunction with the FW Act.
- The purpose of the following clauses is to provide a general summary of the provisions of the FW Act 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.

22.1 Annual Leave

- 22.1.1 An Employee is entitled to four (4) 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.
- 22.1.2 Notwithstanding clause 22.5, annual leave will be taken at times agreed between the Company and the Employee.
- 22.1.3 The Company must not unreasonably direct an Employee to take annual leave or unreasonably refuse a request by the Employee to take paid annual leave.

22.2 Additional leave for seven day shift workers

- 22.2.1 For the purpose of s87(1)(b) of the FW Act, in addition to the entitlement to leave provided for at clause 22.1.1, seven (7) day shift workers, (that is Employees who are rostered to work regularly on Sundays and public holidays), will be allowed an additional week annual leave.
- 22.2.2 Where an Employee with twelve (12) months continuous service is engaged for part of the twelve (12) month period as a seven (7) day shift worker, that Employee is entitled to have the period of leave prescribed in clause 22.1.1 accrue progressively.
- 22.2.3 The calculation of the entitlement set out at 22.2.2 will be based on an average of the hours worked as a relieving shift worker over the previous financial year.

22.3 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 1.

22.4 Annual Leave Loading

22.4.1 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:

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

22.5 Direction to take Annual Leave

22.5.1 A day worker Employee with an annual leave credit of greater than eight (8) weeks may be directed to take such leave.

22.5.2 A shift work Employee with an annual leave credit of greater than ten (10) weeks may be directed to take such leave.

22.5.3 Any direction to take annual leave in accordance with this clause must not:

- result in the Employee's remaining leave balance to be less than six (6) weeks;
- be for periods of less than one (1) week; or
- require the Employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than twelve (12) months, after the direction is given.

22.6 Payment on Termination

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

22.7 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.

22.8 Amount of paid personal leave

22.8.1 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.

- 22.8.2 A full-time Employee accrues an entitlement to twelve (12) days (91.2 hours) personal leave per year, payable at the rate the Employee would reasonably have expected to be paid if they had worked during that period.
- 22.8.3 Part time Employees are entitled to paid personal leave on a pro rata basis having regard to the number of hours that they work.
- 22.8.4 Unused personal leave accumulates from year to year.
- 22.8.5 Casual Employees are entitled to unpaid carers leave in accordance with the NES.

22.9 Notification Requirements

- 22.9.1 Employees must notify the Company, 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.
- 22.9.2 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.
- 22.9.3 If it is not reasonably possible for the Employee to inform the Company during the ordinary hours of the first day or shift of such absence, the Employee will inform the Company as soon as reasonably practicable, including after the commencement of the Employee's shift.

22.10 Documentation Required

- 22.10.1 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 (2) working days.
- 22.10.2 When taking leave for personal illness or injury in excess of the limit set out in clause 22.10.1, 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.
- 22.10.3 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.

22.10.4 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 Company, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

22.10.5 The Company may agree to accept a Statutory Declaration in lieu of the required medical certificate in 22.10.2 and 22.10.3 in exceptional circumstances.

22.11 Sick Leave Pool

22.11.1 Employees will be eligible to participate in the Sick Leave Pool arrangements established to cater for situations in which an Employee may have exhausted an entitlement to paid personal leave and requires access to additional paid leave to cater for extended absences due to sickness.

22.11.2 Participation in such an arrangement involves Employees forgoing two (2) days of their annual personal leave entitlement in order to preserve an entitlement to leave under the Sick Leave Pool scheme.

22.11.3 The rate prescribed at clause 22.11.2 will be adjusted on a pro rata basis for part time Employees.

22.11.4 An Employee may access Sick Leave Pool benefits if they:

- a) Have completed twelve (12) months service and contributed to the Sick Leave Pool;
- b) Have exhausted their personal leave entitlements;
- c) Are absent due to a diagnosed illness/health problem for a period greater than five (5) consecutive working days;
- d) Have not exceeded a maximum limit of eight hundred (800) hours of pool leave during their employment (including previous employment with the Rail Commissioner); and
- e) Are deemed, through regular and independent assessment by a Company medical provider, to require continued support and access to the pool due to their major illness or long term health problems.

22.11.5 The Sick Leave Pool is not accessible where injury is due to paid sporting activities and it is reasonable to expect that the employing organisation has appropriate insurance cover.

22.12 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 Company and the Employee shall agree on the period involved. In the absence of agreement, an Employee is entitled to take up to three (3) days per occasion, provided the requirements of 22.10.2 and 22.10.3 are met.

23 Compassionate Leave

23.1 Full time and part time Employees are entitled to three (3) days of paid compassionate leave on each occasion when:

23.1.1 a member of the Employee's immediate family or household:

- a) contracts or develops a personal illness that poses a serious threat to their life
- b) sustains a personal injury that poses a serious threat to their life; or
- c) dies.

23.1.2 a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive, or

23.1.3 the Employee, or the Employee's spouse or de facto partner (but not a former spouse or former de facto partner), has a miscarriage.

23.2 Casual Employees are entitled to unpaid compassionate leave.

23.3 The Company may require Employees to provide any evidence that it reasonably requires of the illness, injury or death of the person concerned.

24 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 twelve (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 Company on a regular and systematic basis.

24.1 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 one (1) year (except for adoption of a child where "child" means a child of the Employee that is or will be under sixteen (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 (6) 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.

24.2 Basic Entitlement

24.2.1 After twelve (12) months' continuous service, parents are entitled to a combined total of leave that is not to exceed one hundred and four (104) weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For the birth parent, maternity leave may be taken, and for secondary carers, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

24.2.2 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 (8) weeks at the time, or following the birth of the child; and
- (b) for adoption leave, an unbroken period of up to three (3) weeks at the time of the placement of the child.

24.3 Maternity Leave

24.3.1 For the avoidance of doubt, maternity leave provisions under this clause are leave without pay. Refer to clause 24.7 for paid maternity leave provisions.

24.3.2 An Employee must provide notice to the Company 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 ten (10) weeks);
- (b) the date on which the Employee proposes to commence

maternity leave and the period of leave to be taken - at least four (4) weeks.

- 24.3.3 When an Employee gives notice under clause 24.3.2 the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by their spouse and that for the period of maternity leave they will not engage in any conduct inconsistent with their contract of employment.
- 24.3.4 An Employee will not be in breach of clause 24.3.2 if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 24.3.5 Subject to clause 24.2.1 and unless agreed between the Company and the Employee, an Employee may otherwise commence parental leave at any time within six (6) months immediately prior to the expected date of birth.
- 24.3.6 Where any Employee continues to work within the six (6) weeks period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) weeks after the birth of the child, the Employee is required to provide a medical certificate stating that they are fit to return to their normal duties.

24.4 Special Maternity Leave

- 24.4.1 Where the pregnancy of an Employee who is not on maternity leave terminates after twenty eight (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.
- 24.4.2 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.
- 24.4.3 Where an Employee who is not then on maternity leave suffers illness related to their pregnancy, they may take any paid personal leave to which they are then entitled and such further unpaid special maternal leave as a registered medical practitioner certifies as necessary before their 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 fifty two (52) weeks.
- 24.4.4 Where leave is granted under clause 24.3.5, during the period of leave an Employee may return to work at any time, as agreed between the Company and the Employee provided that the time does not exceed four (4) weeks from the recommencement

date desired by the Employee.

24.5 Paternity Leave

24.5.1 An Employee will provide to the Company at least ten (10) weeks prior to each proposed period of paternity leave:

- (a) a certificate from a registered medical practitioner which names their spouse, states that they are pregnant and the expected date of confinement, or provides the date on which the birth took place;
- (b) written notification of the dates on which it is proposed that the paternity leave commences and concludes; and
- (c) a statutory declaration stating:
 - (i) they will take that period of paternity leave to become the primary care giver of the child;
 - (ii) particulars of any period of maternity leave sought or taken by their spouse; and
 - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

24.5.2 The Employee will not be in breach of clause 24.5.1 if the failure to give the required notice is due to the birth occurring earlier than expected, the death or serious illness of the birth parent or child or other compelling circumstances.

24.6 Adoption Leave

24.6.1 For the avoidance of doubt, leave provisions under this clause are leave without pay. Refer to clause 24.7 for paid maternity leave provisions.

24.6.2 The Employee will notify the Company at least ten (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.

24.6.3 Before commencing adoption leave an Employee will provide the Company with a statutory declaration stating:

- (a) the Employee is seeking adoption leave to become the primary caregiver of the child;
- (b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- (c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of

employment.

- 24.6.4 The Company may require the Employee to provide confirmation from the appropriate Government authority of the placement.
- 24.6.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Company immediately and the Company will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- 24.6.6 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.
- 24.6.7 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 Company will agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Employee, the Company may require the Employee to take such leave instead.

24.7 Paid Maternity Leave and Adoption Leave

- 24.7.1 Subject to clause 24.2, a full time Employee who has completed twelve (12) months continuous service immediately prior to the birth of a child, or before taking custody of an adopted child, is entitled to sixteen (16) weeks of paid maternity/adoption leave at the Employee's ordinary rate of pay.
- 24.7.2 An Employee who, at the time of taking paid maternity or adoption leave, has been employed the Company for not less than five (5) years (including periods of approved unpaid leave), will be entitled to twenty (20) weeks paid maternity leave.
- 24.7.3 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.
- 24.7.4 At the time of applying for paid maternity/adoption leave, the Employee may elect in writing:
 - (a) to take the paid leave in two (2) periods of split into equal proportions during the first the first twelve (12) months of

the commencement of their paid leave; or

(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

(c) a combination of clause 24.7.4(a) and clause 24.7.4(b).

24.7.5 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 twelve (12) months (disregarding any periods of leave).

24.7.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence of confinement.

24.8 Variation of the Period of Parental Leave

Where an Employee takes leave under this clause, unless otherwise agreed between the Company and the Employee, an Employee may apply to the Company to change the initial fifty two (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 (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement to leave under this clause.

24.9 Right to Request

An Employee entitled to parental leave pursuant to the provisions of clause 24.2 may request the Company to allow them:

24.9.1 To extend the period of simultaneous unpaid parental leave provided for within clause 24.2.2 up to a maximum of eight (8) weeks;

24.9.2 To extend the period of unpaid parental leave provided for in clause 24.2.1 by a further continuous period of leave not exceeding twelve (12) months; and

24.9.3 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.

24.9.4 The Company 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.

24.10 Employee's Request and Employer's Decision to be in Writing

The Employee's request and the Company's decision made under clauses 24.9.1, 24.9.2 and 24.9.3 must be recorded in writing.

24.11 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 one hundred and four (104) calendar weeks in relation to the Employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.

24.12 Transfer to a Safe Job

24.12.1 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 Company 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.

24.12.2 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 NES.

24.13 Returning to Work After a Period of Parental Leave

24.13.1 An Employee will notify of their intention to return to work after the period of parental leave at least four (4) weeks prior to the expiration of the leave.

24.13.2 An Employee will be entitled to the position which they held immediately before proceeding on parental leave.

24.13.3 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.

24.14 Request to Return to Work Part Time

- 24.14.1 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 (7) 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.
- 24.14.2 In the event that the worker has returned to work on a part time basis, then at least twelve (12) weeks prior to the relevant child reaching school age, the Employee will advise the Company 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 Company's discretion.

24.15 Replacement Employees

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

24.16 Communication during Parental Leave

- 24.16.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the Company 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.
- 24.16.2 In addition the Company will provide an opportunity for the Employee to discuss any significant effect will have on the position they held before commencing parental leave.
- 24.16.3 The Employee shall take reasonable steps to inform the Company 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.

24.16.4 The Employee will also notify the Company of changes of address or other contact details which might affect the Company's capacity to comply with this clause.

25 Leave Long Service Leave and Skill and Experience Retention Leave

- 25.1 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.
- 25.2 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 four (4) days per year.
- 25.3 An eligible Employee may apply to take retention leave once the Employee has accrued an amount of leave equivalent to one (1) working day. Retention leave must be applied for and taken as a whole working day.
- 25.4 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.
- 25.5 To make an election to receive a payment instead of taking the leave, an Employee must complete and submit the appropriate form to the Company by 31 August following the financial year in which the entitlement accrued.
- 25.6 A retention leave entitlement accrued within a financial year must, if not converted into a monetary amount, be taken within five (5) years of the accrual.

26 Community Service Leave

26.1 Jury Service

26.1.1 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 Company.

26.1.2 Employees will be paid the difference between the amount paid for such jury service and any wages, including penalty payments, they would have received if they had been rostered to work during such period of jury service.

26.2 Other Community Service Activity

26.2.1 Where an Employee engages in an eligible community service activity, excluding jury service, they are 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.

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

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

27 Domestic / Family Violence

27.1 All Employees can access ten (10) days paid family and domestic violence leave each year. This includes full time, part time and casual Employees.

27.2 The entitlement to family and domestic violence leave shall be in accordance with the NES.

28 Public Holidays

28.1 Not required to work on a public holiday

28.1.1 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 eight (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.

28.1.2 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.

28.1.3 The Company may request an Employee to work on a public holiday in accordance with the NES. 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.

28.2 Payment for Time Worked on Public Holidays

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

28.2.2 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.

- 28.2.3 Day workers required to work on a public holiday will be paid for a minimum of four (4) hours' work and will be paid such hours at double time and a half.
- 28.2.4 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 a half, and in addition will receive one day's pay in lieu of the holiday.
- 28.2.5 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 a half.
- 28.2.6 Continuous shift workers required to work approved overtime on a public holiday must be paid for a minimum of three (3) hours' work at double time and a half.
- 28.2.7 Non-continuous shift workers required to work overtime on a public holiday must be paid for a minimum of three (3) hours' work at double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.
- 28.2.8 Time worked on a part-day public holiday will be paid at the applicable double time and a half.
- 28.2.9 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.
- 28.2.10 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.

28.3 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 2023 (SA)*.

28.4 Rostered day off falling on public holiday

Where a seven (7) 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 (i.e. seven point six (7.6) hours). This will not apply where the rostered day off falls on a Saturday or a Sunday.

28.5 Public holidays falling within a period of annual leave

- 28.5.1 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.
- 28.5.2 Part-day public holidays are not considered as public holidays

for the purposes of clause 28.5.1 unless the employee would have ordinarily have worked at that time.

28.6 Acting in a Higher Grade - Public Holidays

Where an Employee acts in a higher class or grade for more than two (2) hours on the working day immediately preceding a public holiday, and resumes in that class or grade for more than two (2) hours on the first working day after the public holiday, payment for the holiday will be made at the higher rate.

28.7 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 21.14.

PART 7 – OTHER MATTERS

29 Salary Packaging Arrangements

- 29.1 This clause applies for the period an Employee enters into a Salary Sacrifice Agreement (**SSA**). A SSA is a written formal administrative instrument between the Company and the Employee which enables agreed salary packaging arrangements to be put in place that is principally for the Employee's benefit.
- 29.2 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.
- 29.3 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.
- 29.4 Where on cessation of employment, the Company makes payment in lieu of notice, or a payment in respect of accrued leave entitlements (instead of transferring leave credits to another employer) the payment shall be based on the salary that would have been payable had the Employee not entered into an SSA.

30 Training, Development and Succession Planning

- 30.1 The shared commitment to enable performance improvement is recognised. The Company 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.
- 30.2 Assessments of competence will be undertaken by a qualified assessor nominated by the Company 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.
- 30.3 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.
- 30.4 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.

- 30.5 The Company 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.
 - Employees who have successfully completed their probationary period (six (6) months) with the Company will be enrolled in the relevant training programs specified in clause 14.1. Commencement of programs will be subject to any experience requirements set by the training provider and availability.
 - Co-ordinating the allocation of appropriate resources for implementing priority training and development activities, identified through performance reviews and business planning activities.
- 30.6 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.
- 30.7 To promote the efficient and effective delivery of services to the Company's customers, the classification structure will recognise the requirement for increasing levels of multiskilling commensurate with their classification.
- 30.8 Progression to higher classification levels will be on the basis of the Company 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 30.2.
- 30.9 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.
- 30.10 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
- 30.11 The Parties share a joint commitment to implementing improved arrangements for the successful integration of additional apprenticeships and traineeships within the organisation.

31 Redeployment

An Employee, other than a fixed-term or casual Employee, who is declared excess to the Company's organisational requirements will be subject to Schedule 3.

32 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.

33 Flexibility

33.1 The Company and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the affect of terms of the Agreement if:

33.1.1 the IFA deals with one or more of the following matters:

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

33.1.2 the IFA meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in 33.1.1; and

33.1.3 the IFA is genuinely agreed to by the Company and Employee.

33.2 The Company must ensure that the terms of the IFA:

33.2.1 are about permitted matters under section 172 of the FW Act: and

33.2.2 are not unlawful terms under section 194 of the FW Act: and

33.2.3 result in the Employee being better off overall than the Employee would be if no IFA was made.

33.3 The Company must ensure that the IFA:

33.3.1 is in writing; and

33.3.2 includes the name of the Company and Employee; and

33.3.3 is signed by the Company and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and

33.3.4 includes details of:

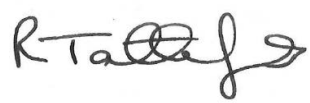
- (a) the terms of the Agreement that will be varied by the IFA; and
 - (b) how the IFA will vary the affect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- 33.3.5 states the day on which the IFA commences.
- 33.4 The Company must give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.
- 33.5 The Company or an Employee may terminate the IFA:
- 33.5.1 by giving no more than twenty eight (28) days written notice to the other party to the IFA; or
 - 33.5.2 if the Company and the Employee agree in writing, at any time.

34 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 4 of this Agreement, where entitlements under the *Return to Work Act 2014* (SA) have ceased.

35 SIGNATORIES

Signed on behalf of Keolis Downer Adelaide Pty Ltd (**KDA**):

Name:	Robert Tatton-Jones
Position (Authority to Sign):	Managing Director
Address:	9/13 Dean Harvey Dr Dry Creek SA 5094
Signature:	
Date:	02 May 2024

Signed on behalf of Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Unions of Australia, New South Wales Branch (CEPU):

Name:	JOHN ADLEY
Position (Authority to Sign):	CEPU SA BRANCH SECRETARY
Address:	87 SAINT VINCENT STREET PORT ADELAIDE S.A. 5015
Signature:	 
Date:	2 ND MAY 2024

SCHEDULE 1 – WAGES

Classification	Level	First full pay period on or after 1/01/2024*	First full pay period on or after 1/01/2025	First full pay period on or after 1/01/2026	First full pay period on or after 1/01/2027
Signal Maintenance Fitter – Electrical	Level 1	\$46.08	\$47.69	\$49.36	\$51.09
	Level 2	\$57.00	\$59.00	\$61.06	\$63.20
	Team Leader	\$64.63	\$66.89	\$69.23	\$71.66
Signal Maintenance Fitter - Mechanical	Level 1	\$46.08	\$47.69	\$49.36	\$51.09
	Level 2	\$54.15	\$56.05	\$58.01	\$60.04
	Team Leader	\$64.63	\$66.89	\$69.23	\$71.66
Signal Labourer	Level 1	\$36.09	\$37.35	\$38.66	\$40.01
Communication-Electronic Technician	Level 1	\$46.08	\$47.69	\$49.36	\$51.09
	Level 2	\$54.15	\$56.05	\$58.01	\$60.04
	Team Leader	\$64.63	\$66.89	\$69.23	\$71.66
Apprentice	1 st Year	\$23.04	\$23.85	\$24.68	\$25.54
	2 nd Year	\$27.65	\$28.62	\$29.62	\$30.65
	3 rd Year	\$32.26	\$33.38	\$34.55	\$35.76
	4 th Year	\$36.86	\$38.15	\$39.49	\$40.87

**Employees of the Company whose employment ceased prior to the commencement of this Agreement are not entitled to any payment (or rates of pay) under this Agreement.*

SCHEDULE 2 – ALLOWANCES & SPECIAL RATES

Allowances

The following allowances will apply for all Employees subject to this Agreement, subject to the conditions applicable in each case.

- 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 S2.1.1(c).
- b) The Parties agreed at that time there was no entitlement to further separate payment of these allowances.
- 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*)
 - Collective Workplace Agreement)

S2.1 Trainer/Assessor Allowance

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

Trainer/Assessor Allowance	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour	\$2.85	\$2.95	\$3.05	\$3.16	\$3.27

S2.2 First aid allowance

Employees appointed by the Company 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.

First aid allowance	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per week	\$19.28	\$19.95	\$20.65	\$21.38	\$22.12

S2.3 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:

Person responsible for electrical safety (PRES) allowance	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per day	\$28.30	\$29.29	\$30.31	\$31.38	\$32.47

S2.4 Re-imbusement for damage to clothing, spectacles, hearing aids and tools

The Company 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. The Company'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.

S2.5 Case hardened prescription lenses

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

S2.6 Protective clothing and equipment allowance

Where an Employee is required to wear protective clothing and equipment as stipulated by the relevant State law, the Company 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 Company.

S2.7 Meal allowance

- a) An Employee required to work overtime for more than two (2) 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 Company or paid the rate provided below for the first and for each subsequent meal.
- b) 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.

- c) An Employee not engaged on continuous work, required to work on a Sunday for more than four (4) 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 Company or paid the rate provided below for the meal taken during the first crib break and during each subsequent meal break.
- d) 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.

Meal allowance	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Meal Allowance	\$12.67	\$13.11	\$13.57	\$14.05	\$14.54

Special Rates

S2.8 Special rates

- a) Special rates not cumulative.
- b) Where more than one of the special rates entitles an Employee to extra rates, the Company 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.
- c) Special rates are not subject to penalty additions.
- d) Any allowance, as opposed to special rates, will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty additions.

S2.9 Acid solutions

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

Acid solutions	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour extra	\$1.01	\$1.04	\$1.08	\$1.12	\$1.16

2.10 Cold places

An Employee who works for more than one (1) 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 (2) hours an Employee is entitled to a rest period of twenty (20) minutes every two (2) hours without loss of pay.

Cold places	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour extra	\$0.77	\$0.80	\$0.82	\$0.85	\$0.88

S2.11 Confined spaces

- 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.

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

Confined spaces	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour extra	\$1.03	\$1.07	\$1.10	\$1.14	\$1.18

S2.12 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 their representative will be entitled to pursue the matter in accordance with clause 9.

Dirty work	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2017
Rate per hour extra	\$0.75	\$0.78	\$0.80	\$0.83	\$0.86

S2.13 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.

Explosive powered tools	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour extra	\$0.22	\$0.23	\$0.23	\$0.24	\$0.25
Minimum payment per day	\$1.98	\$2.05	\$2.12	\$2.19	\$2.27

S2.14 Height work

Employees other than linespersons, linesperson's assistants, riggers and splicers working at a height of fifteen (15) metres or more directly above the nearest horizontal plane will be paid a special rate as set out below.

Height work	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour extra	\$0.51	\$0.53	\$0.55	\$0.56	\$0.58

S2.15 Hot places

- a) An Employee who works for more than one (1) hour in the shade in places where the temperature is raised by artificial means to:

Hot places	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Temperature ranges					
Between 40 & 54 C - rate per hour extra	\$0.74	\$0.76	\$0.79	\$0.82	\$0.85
In excess of 54 C - rate per hour extra	\$0.97	\$1.00	\$1.04	\$1.07	\$1.11

- b) Where work continues for more than two (2) hours in temperatures exceeding fifty four (54) degrees Celsius, Employees will be entitled to twenty (20) minutes rest after every two (2) hours work without deduction of pay. The temperature will be determined by the supervisor after consultation with the Employees who claim the extra rate.

S2.16 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.

Oil tanks	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per shift	\$0.75	\$0.78	\$0.80	\$0.83	\$0.86

S2.17 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 Company with suitable and effective protective clothing and/or footwear.

Wet places	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Rate per hour	\$0.75	\$0.78	\$0.80	\$0.83	\$0.86

S2.18 Travelling and expenses when working away from usual place of work

a) Excess travelling time and fares

An Employee who on any day or from day to day; at the direction of the Company 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.

b) Own means of transport

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

c) 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. The Company will cover the cost of any required accommodation.

d) Payment for travelling

- (i) The rate of pay for travelling time is ordinary rates, except on Sundays and holidays when it will be time and a half.
- (ii) The maximum travelling time to be paid for is twelve (12) hours out of every twenty four (24).

e) Definition of expenses

Expenses for the purpose of this clause means:

- All fares reasonably incurred.
- Reasonable expenses incurred whilst travelling including payment for each meal taken as follows:

Meal Expenses	Current Rate	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Breakfast	\$21.50	\$22.25	\$23.03	\$23.84	\$24.67
Lunch	\$21.50	\$22.25	\$23.03	\$23.84	\$24.67
Dinner	\$44.25	\$45.80	\$47.40	\$49.06	\$50.78

- Reasonable incidentals without the requirement to provide tax invoices as follows:

Incidental Expenses	Current Rate	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Incidentals	\$82.50	\$85.39	\$88.38	\$91.47	\$94.67

S2.19 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.

S2.20 On Call Allowances

Subject to clause 21.16 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:

On Call Allowances	From Commencement	First full pay period on or after	First full pay period on or after	First full pay period on or after	First full pay period on or after
Date Of Operation		1/01/2024	1/01/2025	1/01/2026	1/01/2027
Monday to Friday per day	\$35.10	\$36.33	\$37.60	\$38.91	\$40.28
Weekends / Public Holidays / Rostered Days Off per day	\$61.30	\$63.44	\$65.67	\$67.96	\$70.34

SCHEDULE 3 – MAINTENANCE EMPLOYEES – REDEPLOYMENT, RETRAINING AND REDUNDANCY

Objectives

Procedure

1. Seriously considering changes to workforce composition

- 1.1 Notification
- 1.2 Meetings with Union
- 1.3 Identification of new workforce composition

2. Voluntary Separation Process

- 2.1 Call for Expressions of Interest (EOIs) for Voluntary Separation Packages (VSP)
- 2.2 Company considers outcomes of EOI process
- 2.3 Number of EOIs is the same as the number of identified excess positions
- 2.4 Number of EOIs is less than the number of identified excess positions
- 2.5 Calculation of a VSP
- 2.6 Employee offered a VSP

3. Process for identifying excess employees

- 3.1 Notification to Union
- 3.2 Meeting with Union
- 3.3 Notification to affected employees
- 3.4 Notification to redundant employee(s)
- 3.5 Redeployment Process
- 3.6 Accepting a VSP while a redeployee

4. Disputes

Objectives

The objective of this Schedule is to ensure that proper consultation occurs between the Company, Employees and the applicable unions, where appointed as a representative, regarding changes in workforce composition.

The Parties acknowledge that:

- Redeployment and retraining is the preferred approach to workforce reductions where practicable;
- 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 FW Act;
- Where there is a need for genuine redundancies, Employees must be offered a Voluntary Separation Package (VSPs); and
- Consideration should be first given to any reduction in staffing levels 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 (Dispute Resolution) contained in the Agreement.

Procedure

1. Seriously considering changes to workforce composition

1.1 Notification

- 1.1.1 When the Company is seriously considering changes to workforce composition, including calling for Employees to express an interest in VSPs or potentially forced redundancies, the Company will notify the affected Employees and the applicable unions, where appointed as a representative, in writing of the intention. The notification will include (but not be limited to):

- a) The reason the Company 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) Any applicable Transfer of Business arrangements under the FW Act;
 - f) Any relevant information regarding potential effects of staffing changes on continuing Employees, including changes to existing practices and/or changes that the Company considers necessary;
 - g) Any known potential redeployment and job vacancy options;
 - h) Data regarding the use of existing temporary Employees; and
 - i) Any other relevant information.
- 1.1.2 The Company agrees to genuinely consider in good faith any feedback provided by Employees and the applicable unions, where appointed as a representative. the Company will take all reasonable steps to mitigate adverse effects.
- 1.1.3 The Company will provide the affected Employee and the applicable union, where appointed as a representative, with not less than fourteen (14) days or as otherwise agreed to respond to written notification.
- 1.1.4 Where the total number of positions affected may be twenty percent (20%) or more of the FTE at the worksite, the Company will facilitate offsite reasonable paid time for meeting(s) between Employees and the applicable unions, where requested by affected Employees.
- 1.1.5 Where the Employees, or their appointed representatives, respond to the written notification or requests for further information, the Company will respond within fourteen (14) days or as otherwise agreed.

1.2 Meetings with Union

- 1.2.1 The Parties agree to discuss the proposed changes to workforce composition, as soon as practicable after step 1.1 has been completed (unless otherwise agreed).
- 1.2.2 The Company will give genuine consideration to matters raised by Employees, and appointed representatives, 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 (Dispute Resolution) in the Agreement, including by referring the matter to the FWC, noting however that the FWC 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 FW Act. The Company will then confirm in writing the new workforce composition to the affected Employees and the applicable unions, where appointed as a representative.
- 1.3.2 The Company 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 Company 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 FW Act, unless otherwise agreed.
- 2.1.2. The Company 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 twenty one (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 affected Employees and the applicable unions, where appointed as a representative.
- 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 Company considers outcomes of EOI process

- 2.2.1. As soon as practicable after the EOI period has closed, the Company will consider and consult with the relevant Employees and the applicable unions, where appointed as a representative, regarding the outcomes of the EOI process. For the purposes of consultation, the Company will provide the Employees and the applicable unions, where appointed as a representative, in writing the outcomes of the EOI process and provide the affected Employees and the applicable unions, where appointed as a representative, with a minimum of fourteen (14) days' notice to respond, prior to any VSP offers being made.
- 2.2.2. In the event the Company 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 Company agrees to delay VSP offers to Employees until after the meeting has occurred.
- 2.2.4. Where Employees, or their the applicable union where appointed as a representative, requests further information or seek a response, the Company will respond as soon as practicable.
- 2.2.5. The Company agrees to delay VSP offers to Employees until seven (7) days after a response is provided to an affected Employee and the applicable union, where appointed as a representative.
- 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 Company will inform the affected Employee and the applicable union, where appointed as a representative, 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 Company will notify the affected Employees and applicable unions, where appointed as a representative.

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 Company 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 Company 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 following:

2.5.2 Calculation of TVSP payment

The calculation of the payment made with a TVSP is based on ‘years of service’ and includes a minimum payment of ten (10) weeks’ pay, plus two (2) weeks’ pay for each completed year of service, with a maximum payment of fifty two (52) weeks’ pay.

2.5.3 Calculation of TVSP payment for part time

Where an employee has worked on a part-time basis for any period of at least one calendar month at any stage during their ‘years of service’, the rate of their TVSP is adjusted so as to take into account their periods of part-time service, as represented in the following formula:

$$[10 + (2 \times \text{YFTES})] \times \text{WP}$$

Abbreviation	Definition
YFTES	Years of Full-time Equivalent Service = service converted to the equivalent of fulltime service, then count completed years = YS x PTA.
PTA	Part-time adjustment, which means the part-time and full-time periods of eligible service of an employee calculated in accordance with the relationship between actual hours worked and normal full-time hours, over the period of eligible service.
YS	Years of Service
WP	Weeks’ Pay = gross ordinary time earnings converted to full-time equivalent rate

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 Company will provide written advice to the Employee which will include the proposed date on the Company 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 .

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 Company 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 Company 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 Employee's separation, the steps the Employee can take to decline the offer of the VSP, and that the Company 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 twenty eight (28) days of being declared excess/redeployee.
- 2.6.6 Upon receipt of a VSP, the Employee's employment with the Company 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 Company will notify the relevant Employees and the applicable unions, where appointed as a representative, 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 Company and the applicable unions, where appointed as a representative, 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 Company will inform the affected Employee/s in writing that there were insufficient numbers of EOIs 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, where appointed as a

representative. 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 Company will notify Employees of their right to be represented.
- 3.3.3 The Company 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 Company will organise at least one (1) paid meeting with the affected Employee/s to discuss the redundancies. Employees may be represented during this meeting.

3.4 Notification to redundant employee(s)

- 3.4.1 The Company will then notify the redundant Employee/s and the applicable unions, where appointed as a representative, that the particular Employees will be made redundant. Prior to notifying a redundant Employee, the Company 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 Company will provide the Employee with the following:
 - The date their position will be made redundant shall be no earlier than twenty eight (28) days from the date the notification is received (**the Notification Period**);
 - 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 Company to discuss any aspect of the redundancy and/or redeployment process.
 - That the Employee is entitled to be represented during the meeting.

3.5 Redeployment Process

- 3.5.1 Redeployment will commence at the start of the Notification Period and will be conducted in accordance with requirements under the FW Act.

3.5.2 The redeployment process commences at the start of the Notification Period and will end only when the following criteria has been satisfied:

- a. The Employee has accepted employment in an ongoing role; or
- b. The Employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment; or
- c. The Company and Employee has negotiated, been offered and accepted an additional separation payment; or
- d. When all reasonable attempts have been made to offer suitable alternative employment and the redeployment process set out in 3.5 has been completed; or
- e. The Employee has at any stage during the Notification Period elected to take a VSP.

3.5.3 Where the redeployment process ends, the Company will confirm in writing to the Employee the outcome of that process.

3.5.4 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 3.5 is completed, the following will apply:

- a. The Employee will be provided in writing a minimum of five (5) weeks' notice of the date of separation. The Company may elect to pay any or all notice in lieu.
- b. During the notice period, the Company agrees to allow a minimum of one (1) 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 twenty four (24) hours' notice and be paid the balance of the notice period.
- d. A separation payment as set out in clause 3.6.1 will be paid to the Employee at the separation date of their employment.

3.6 Accepting a VSP while a redeployee

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

3.6.2 A redeployee will only be required to provide one (1) weeks' notice to terminate their employment (or less by agreement).

- a. An Employee who indicates that they wish to accept a VSP, in accordance with clause 3.6.1, will be entitled to amounts of redundancy pay as described in 2.5.1 and 2.6.5.

4. Disputes

- 4.1 Where a dispute arises in relation to the operation of this Schedule, the Parties may raise a dispute in accordance with clause 9 (Dispute Resolution) of the Agreement.
- 4.2 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.
- 4.3 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 FWC.

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

SCHEDULE 4 – 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 Company or delegate.
- 3.2 In administering this policy the Company 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 "the Company" means Keolis Downer Adelaide 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).
- 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 Company 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 Company to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the Company 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 Company 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 they were 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 thirty percent (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 Company); 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 eighty percent (80%) notional weekly earnings or eighty percent (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 thirty percent (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 Company) 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 eighty percent (80%) notional weekly earnings or eighty percent (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 Company 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 Company at any time and must be conducted as often as may be reasonably necessary, being at least once in every two (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 Company must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker thirteen (13) weeks' 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 Company, 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 Company 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 Company:
 - (a) must within ninety (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 Company 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 Company is not satisfied under the requirements of that clause unless—
 - i. the Company 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 Company 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 Company 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, twenty eight (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 Company:
- (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 Company 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.