DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Keolis Downer Adelaide Pty Ltd
(AG2024/3197)

RAIL OPERATIONS ENTERPRISE AGREEMENT 2024

Rail industry

COMMISSIONER PLATT ADELAIDE, 17 SEPTEMBER 2024

Application for approval of the Rail Operations Enterprise Agreement 2024

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

[2] The matter was allocated to my Chambers on 6 September 2024.

[3] There is one National Employment Standard (NES) issue that requires comment:

- Schedule 4.8 states that where the remaining licence period of an Employee's Class C Drivers Licence is greater than a year and the employment concludes prior to the licence expiring, the Applicant may deduct and retain from all final monies owing to the Employee and reimbursed monies for the proportionate remaining period of the licence. This may operate to restrict an employee's entitlement to payment of NES entitlements upon termination of employment.

[4] Clause 6.4 of the Agreement acts as an effective NES precedence clause. As a result, the above clause will not apply to the extent it is inconsistent with the NES.

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

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 December 2027.

COMMISSIONER

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KEOLIS DOWNER ADELAIDE
RAIL OPERATIONS ENTERPRISE AGREEMENT 2024

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PART 1 – AGREEMENT ADMINISTRATION

1. TITLE

This Agreement will be known as the *Rail Operations Enterprise Agreement 2024* (**the/this Agreement**).

2. AIM

2.1 The aim of this Agreement is to promote an efficient and safe working environment; to provide Employees with fair and reasonable wages and employment conditions; to enhance the value of the organisation through being a competitive, flexible and innovative organisation; and the provision of a workplace which promotes real gains in productivity, efficiency and flexibility.

2.2 Further, the Parties agree to establish a workplace which enables variety, skills and job security for Employees by:

2.2.1 Developing and maintaining a workplace which encourages and facilitates teamwork, personal and skill enhancement to achieve the Company's and Employees' objectives;

2.2.2 Promoting efficient and effective delivery of services to the Company's customers;

2.2.3 Implementing change through constructive consultation to ensure a competitive, efficient and cost effective operation;

2.2.4 Providing Employees with remuneration and benefits which reflect the competitive performance of the organisation;

2.2.5 Achieving continuous improvement in the operations and service delivery of the Company's train operations;

2.2.6 Working together to enhance and grow the business; and

2.2.7 Remaining focused on the needs of customers, recognising that customer satisfaction and increased patronage are integral to securing the future.

3. OBJECTIVE

3.1 The objective of this Agreement is to record the agreement reached between Keolis Downer Adelaide (**the Company**) and the Australian Rail Tram and Bus Industry Union (**RTBU**), representing Employees subject to this Agreement, concerning pay, conditions and other benefits arising from their employment.

3.2 Employees and the RTBU recognise it is imperative for the Company to be able to adapt and change the manner in which business activities are conducted to meet the changing environment within which rail operations are conducted.

3.3 In making and applying this Agreement, the Parties recognise that a number of initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the organisation.

The Parties undertake to consult in a way that contributes positively towards work and business changes necessary to improve the effectiveness of the business.

4. OPERATION OF THE AGREEMENT

4.1 This Agreement will operate seven (7) days after it is approved by the Fair Work Commission (**FWC**) until its nominal expiry date.

4.2 The nominal expiry date of this Agreement will be 31 December 2027.

4.3 The Parties will commence discussions no later than six (6) months prior to the nominal expiry date of this Agreement to renew the Agreement or commence negotiations on a new Agreement.

5. INCIDENCE AND PARTIES BOUND

This is an Agreement between the Company, the RTBU and employees of the Company whose classifications are contained in this Agreement (**Employees**), collectively **the Parties**.

6. RELATIONSHIP TO OTHER AGREEMENTS AND AWARDS

6.1 Subject to clause 6.2 below, this Agreement will regulate the wages and conditions of employment of all Employees who work in classifications listed in Schedule 1 and Schedule 3 of this Agreement.

6.2 This Agreement incorporated 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 the Award.

6.3 This Agreement supersedes any other Statutory Industrial Instruments which applied prior to the commencement of this Agreement, and which regulated the terms and conditions of employment of Employees covered by this Agreement.

6.4 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 provisions may be supplemented by the terms of the Agreement.

7. NO EXTRA CLAIMS

During the life of this Agreement, the Parties undertake not to pursue claims except where consistent with and contemplated by this Agreement.

8. NO PRECEDENT

This Agreement is not to be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits in the South Australian Public Sector.

PART 2 – GENERAL

9. DEFINITIONS

9.1 Wherever in this Agreement a condition is made subject to the words 'except in case of unavoidable necessity', 'as far as practicable', 'where practicable' or to the existence of an 'emergency', the onus of proving in any proceedings that it is unavoidably necessary, or that it is not practicable, or is caused by an emergency, will be upon the Company, not upon the RTBU.

9.2 No proceedings will be taken against the Company by the RTBU for any breach of any clause containing the above words except by the express authority and with the consent of the South Australian Branch Secretary of the Union.

9.3 "**Agreement**" means this Enterprise Agreement, the *Rail Operations Enterprise Agreement 2024*, as approved by the FWC.

9.4 "**Award**" means the *Rail Industry Award 2020* or any Award that supersedes it.

9.5 "**Block Book Off (BBO)**" means one (1) week's absence from duty (Sunday to Saturday inclusive) when yearly leave planning for Employees occurs. BBO can be taken in less than one (1) week blocks by mutual agreement between the Employee and the Company. For the avoidance of doubt, during the yearly leave planning, BBO taken in periods of less than one (1) week can only be requested once all BBO week blocks have been selected.

9.6 "**Continuous Shift Work**" means work carried out with consecutive shifts of Employees throughout the twenty four (24) hours of each day, of at least six (6) consecutive days without interruption, except during break downs or meal reliefs or due to unavoidable cause beyond the control of the Company.

9.7 "**Driver only operation**" means the operation of a train when the driver is the sole responsible operating employee on the train. Driver only operation is the principal method of working for the Company's suburban rail services.

9.8 "**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 clause 21 of this Agreement.

9.9 "**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.

9.10 "**Family or household member**" has the same meaning it has in the FW Act and includes an Employee's spouse (or de facto spouse), a child, parent, any other member of an Employee's household who is dependent on the Employee's care.

9.11 "**Home depot**" means the shed, depot or location to which an Employee is permanently attached or the location to which they have been permanently transferred and is synonymous with 'home station'.

9.12 "**Per day**" means one-fifth of the ordinary hours of duty per week or one-tenth of the ordinary hours of duty per fortnight.

9.13 "**Ordinary hours – Rail Operations**" means the hours of work fixed in accordance with sub-clauses 27.2 - Ordinary hours of work, and 27.3 – Ordinary hours of Work - Shift Workers.

9.14 "**Ordinary hours – Rail Support**" means the hours of work fixed in accordance with clause 29 - Ordinary Hours of Work - Shift Workers.

9.15 "**Rail Operations employee**" means an Employee engaged under this Agreement in any of the classifications of Suburban Train Driver (all categories), Senior Passenger Service Assistant, Passenger Service Assistant, Platform Coordinator or Operations Coordinator.

9.16 "**Rail Operations Support employee**" means an Employee engaged under this Agreement in any of the classifications of Shift Manager, Operations Controller (all categories), Network Operations Supervisor or Shift Coordinator, Train Crew Supervisor and Customer Information Security Officer.

9.17 "**Reasonable overtime**" without limiting the meaning of what is reasonable overtime in the FW Act, means, in any one fortnight period, one (1) additional shift in excess of those rostered for ordinary hours and a total of not more than an accumulation of ten (10) hours daily overtime per fortnight.

9.18 "**Shift**" means a turn of duty during which some actual work has been performed, and includes compulsory attendance at examinations, enquiries and hearings, where such attendance is of at least four (4) hours duration.

9.19 "**Shift work**" is in accordance with clause 10 – Shift Harmonisation – Definitions.

9.20 "**Substantive classification**" means the actual appointed classification of the Employee confirmed in writing.

9.21 "**Sunday**" means all time between midnight Saturday and midnight Sunday.

9.22 "**Temporary home depot**" means the shed or depot or location to which an Employee has been temporarily transferred and is synonymous with temporary home station.

9.23 "**FW Act**" means the *Fair Work Act 2009* (Cth).

9.24 "**The Parties**" means the parties to this Agreement as listed in clause 5 – Incidence and Parties Bound.

9.25 "**Union**" and "**RTBU**" means the Australian Rail, Tram and Bus Industry Union.

In regard to Rail Operations Support employees (as defined):

9.26 "**On call**" means that an Employee has agreed to be available to perform work between the cessation of one rostered shift and before the commencement of their next normal rostered shift.

9.27 "**Rostered shift**" means a shift of which the Employee concerned has had at least forty eight (48) hours' notice.

10. SHIFT HARMONISATION – DEFINITIONS

	AM	Day	Afternoon	Night
Definitions	Commences at or between 0400 and 0600 Early AM commences between 0101 and 0359	Between 0601 and 1700 hours	Shift finishing after 1830	Signs on or off at or between 0101 and 0359

Penalty Arrangements	10% for all time worked from any shift which commences at or between 0400 and 0600 15% for shifts commencing between 0101 and 0359	Nil	Shift finishing after 1830 – 15% whole shift 15% for each hour between 1700 and 1830 15% for all hours worked if finishing at or after 1830	Signs on or off at or between 0101 and 0359 – 25% whole shift if continuous – 15% if not continuous Signs on at or after 2100 hours and spans the hours of 0100 to 0359 – 25% whole shift if continuous – 15% if not continuous

11. INITIATIVES AND UNDERTAKINGS TO APPLY DURING LIFE OF AGREEMENT

11.1 Diesel trains consisting of up to three (3) cars in length may be operated as Driver only where specified by the Company.

11.2 Trains operating at night will not be automatically categorised as "must work" trains that require a Passenger Service Assistant on-board.

11.3 The Parties to this Agreement are committed to reviewing the competencies required for the driving of non-revenue trains between Adelaide and Dry Creek by Drivers who are not fully qualified for the main line driving of revenue services. A review of this activity will be undertaken with employee representatives.

11.4 The Rostering Codes of Principles (Rostering Code of Principles for Train Operations) will be jointly reviewed within ninety (90) days following approval of this Agreement and any changes will be mutually agreed. Items for review include:

- Equality of weekend work and of workload across all depots;
- Scheduled days off;
- Scroucher lines/holiday relief including process for allocating known work from the roster into "line of work lines";
- Turn-around times for drivers to get from one train to another at Adelaide Station;
- Lines of work;
- Sign-on times; and
- Amendments to the roster.

Terms of reference will be established for a Roster Review Committee which will include:

- Who will be involved;
- How decisions are made;
- How proceedings will be minuted; and

- Frequency of meetings.

11.5 Existing conditions of employment applying to a party not being reduced, subject to the terms of this Agreement and any applicable workplace flexibility agreement. This commitment does not prevent the operation of other commitments in this clause, but when considered as a whole would not result in a diminution of conditions existing as at the date of approval by the FWC.

12. ANTI-DISCRIMINATION AND HARASSMENT

12.1 The Parties are committed to ensuring that the working environment is free from discrimination and harassment. Discrimination and harassment will not be tolerated under any circumstances.

12.2 The Parties to this Agreement intend 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 status, national extraction or social origin.

13. CLASSIFICATION AND WORK REQUIREMENTS

13.1 Employees will be appointed to positions classified in accordance with the classifications defined at clause 21 of this Agreement. An Employee may, subject to their qualifications, experience and fitness, be rostered to undertake any duty for which they are trained and competent to perform.

13.2 A standby Employee may be required to perform “other duties” (as determined and agreed by the Parties from time to time.)

13.3 Nothing in this Agreement precludes an Employee’s appointment to another classification of work within this Agreement, in which case this Agreement will continue to apply.

14. TRAINING OBLIGATIONS

14.1 Employees must undertake training as required by the Company to ensure they have the skill and competencies needed to perform all of the required tasks.

14.2 Access to programs conducted to provide or enhance mandatory training and skills in accordance with State and Federal Legislation will be provided for all Employees. Attendance at such mandatory sessions is the responsibility of the Employees concerned.

14.3 Payment for attendance at mandatory training programs will be made at the appropriate hourly shift rate for Employees who would normally have been rostered on duty and at the ordinary hourly rate of pay for those attending in their own time. Employees will be paid for actual attendance time only. The hours paid at the ordinary hourly rate to Employees attending training in their own time will stand alone and not count towards the ordinary hours of work.

14.4 Further staff development may be achieved through a formal course of study at a recognised institution, or developmental activities such as conferences and seminars etc. Participation in such activities will be subject to the Company’s Learning and Development and/or Study Assistance policies and procedures.

14.5 Where an Employee seeks further staff development to enhance the skills and knowledge of the Employee, the Company will determine in discussion with the Employee the amount of support to be provided. This may take the form of paid leave and/or paid expenses or leave without pay. This will

be at the discretion of the Company having regard to the needs of the organisation and potential benefit for the Employee concerned.

14.6 In addition to attendance at external staff development or training activities, Employees will be required to familiarise themselves with the contents of various documents, guidelines and procedures issued by the Company as part of on-going professional development and Employee awareness programs and activities.

14.7 An Employee may be required to teach work skills and procedures to other Employees as and when required.

14.8 Where an Employee involved in approved staff development activities incurs out-of-pocket expenses as a result of participation in such activities, the Company may reimburse such expenses, provided that the expenses are reasonable, the Employee was authorised by the Company to incur such expenses and the Employee has receipts or other evidence of the expenses so incurred.

14.9 Employees who are required to deliver approved Company training will be paid the applicable rate that they would have otherwise been paid had they worked the rostered shift instead of providing training, except where a trainer classification exists. Such applicable rates will be paid in such circumstances.

15. COMPETENCY BASED TRAINING AND ASSESSMENT

15.1 The Parties recognise that the achievement of objectives relating to safety, customer service, productivity and quality require a skilled and motivated workforce.

15.2 The Company is committed to providing training which focuses on customer service, communication and team working skills, operational and technical competencies, rail safety accreditation and quality certification knowledge and skills for all levels of Rail Operations and Rail Operations Support Employees.

15.3 It is the Company's intention that Employees will work towards nationally accredited qualifications corresponding to their role. If an Employee's role corresponds to a nationally recognised qualification, the Company's intention is that Employees will work towards attaining relevant nationally accredited units of competency applicable to their role.

The table below outlines the Company's roles and corresponding qualifications, at the time the Agreement was written:

Suburban Train Driver	TLI42621 – Certificate IV Train Driving (or equivalent)
Network Controller	TLI40921 – Certificate IV Rail Network Control (or equivalent)
Passenger Service Assistant	TLI22321 – Certificate II Rail Customer Service (or equivalent)
Platform Coordinator	TLI22321 – Certificate II Rail Customer Service (or equivalent)
Network Operations Supervisor	Units of competency*

If a qualification becomes available that is aligned to the Network Operations Supervisor role, a review may be undertaken, including but not limited to a training needs analysis and reviewing the Units of Competency within the qualification to ensure it aligns with the Network Operations Supervisor role on the Adelaide Metro Passenger Rail Network (AMPRN**). Enrolment in the qualification is also subject to the availability of a Registered Training Organisation (**RTO**) and the development of a training plan.*

15.4 The Company will continue to use a competency based training and assessment regime, recognising that the Company and its Employees have a shared responsibility for competency achievement and maintenance.

15.5 Training and assessment can be conducted by a variety of methods, including:

- classroom based;
- on the job;
- off the job;
- computer based;
- self-paced; and
- others as deemed appropriate.

The Company and/or appropriate training providers will provide the training and assessment.

16. EMPLOYMENT RELATIONSHIP

16.1 Weekly Employment

An Employee engaged under the terms and conditions set out in this Agreement will be employed by the week and will be required to work an average of thirty eight (38) ordinary hours per week over a roster period not exceeding four (4) weeks.

16.2 Regular Part-Time Employment – Rail Operations Employees

16.2.1 The Company may employ regular part-time Employees in any classification in this Agreement. In the first instance expressions of interest will be sought internally for the offer of part- time work. The intent of this clause is to assist Employees who are considering transition to retirement or are seeking the ability to access work/life balance provisions. This clause is not to be used for any other purpose.

16.2.2 A regular part-time Employee is an Employee who:

16.2.3 works less than full-time hours of thirty eight (38) hours per week;

a) Aggregate - has an agreed number of shifts per roster cycle

b) Non-Aggregate - has an agreed number of hours per roster cycle

16.2.4 has reasonably predictable hours of work; and

16.2.5 receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work including accrual and taking of Block Book Off.

16.2.6 When an opportunity arises for the regular part-time Employee to be assigned work on the period roster, the Company and the regular part-time Employee will agree in writing those lines of work on the period roster that the part-time Employee will be required to work.

16.2.7 Should the period roster be altered in accordance with the provisions of this Agreement, the Company and the regular part-time Employee will agree in writing on those lines of work on the new period roster that the part-time Employee will be required to work.

16.2.8 The Company will roster a part-time Employee for not less than three (3) hours on any shift.

16.2.9 Overtime will be paid at the rates prescribed in clause 27.5.3 or 27.5.4 whichever applies where;

a) time worked in excess of the hours or shifts as per clause 16.2.3(a) or 16.2.3(b) whichever is relevant, as mutually arranged; or

b) a shift is extended beyond the normal sign off time for that shift; and

c) a shift is eight (8) hours or longer on weekdays.

16.2.10 A regular part-time Employee employed under the provisions of this clause must be paid for the ordinary hours worked at the rate of $1/38^{th}$ of the total rate each week prescribed for the class of work performed.

16.3 Regular Part-Time Employment – Rail Support Employees

16.3.1 At the time of engagement, the Company and the regular part-time Employee will agree in writing on a regular pattern of work, specifying, at least, the hours to be worked each day, the days of the week the Employee will work and the actual starting and finishing times each day.

16.3.2 The minimum hours of work for a part-time Employee will not be less than fifteen (15) hours per week.

16.3.3 Any agreed variation to the regular pattern of work will be recorded in writing.

16.3.4 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in this Agreement.

16.3.5 Where a public holiday falls on a day of the week upon which a part- time Employee normally works but is not required to work, payment will be made for the ordinary hours which would normally have been worked on that day.

16.4 Fixed-Term Employment – Rail Operations Employees

16.4.1 The Company may employ fixed term Employees in any classification in this Agreement.

16.4.2 Fixed-term employment will only be used to enable operational requirements to be met where the substantive incumbent is undertaking other roles or on long term leave arrangements (e.g. sick leave, workers compensation and rehabilitation etc.).

16.4.3 Fixed-term employment may be utilised on the following bases:

a) To perform duties of temporary nature for a period of not less than one (1) year and not exceeding two (2) years;

b) To perform duties in the absence of another Employee or while selection processes are conducted but the term is not extended beyond the absence of the Employee or completion of the selection processes to which the absence relates.

16.5 Fixed-Term Employment – Rail Support Employees

16.5.1 The Company may in consultation with the relevant employee representatives, determine that a position be offered on a fixed-term basis.

16.5.2 No existing permanent Employee will be compelled to transfer to fixed-term employment in respect to their current position.

16.6 Probationary Employment – New Appointments

16.6.1 Any person appointed to a full-time or part-time position under this Agreement for the first time will initially be engaged for a probationary period of six (6) months for the purpose of determining the Employee's suitability for on-going employment.

16.6.2 At the time of appointment, an Employee will be provided with a copy of the relevant Job Role Statement, which will form the basis of their performance evaluation.

16.6.3 During the probationary period, either party may notify an intention to withdraw from the contract of employment by providing the other party with one (1) weeks' notice or payment in lieu, unless the termination is for misconduct which justifies summary dismissal.

16.6.4 Should the Company consider that an Employee's performance has not been satisfactory, the Company may terminate the appointment with one (1) weeks' notice.

16.6.5 Probationary employment forms part of an Employee's period of continuous service for all purposes of this Agreement.

16.7 Confirmation of Permanent Employment

An Employee's permanent employment will be subject to satisfactory completion of the probationary period set out at clause 16.6 of this Agreement, acknowledgement of which will be provided at the time of completion.

16.8 Promotion and Classification Appeals

16.8.1 Appointment Appeals will be in accordance with the Company's Appeals Procedure.

16.8.2 Relief Duty

When applying for an advertised vacancy, an Employee may subsequently be offered relief duty in that position. Relief duty will be offered to the candidate with the highest merit score as determined in the recruitment process. Any relief duty must be offered within three (3) months of the date of finalisation of the appointment of position.

After three (3) months has elapsed, the order of merit of candidates is no longer relevant and a registration of interest call will be made for further relief purposes.

16.9 STD Intermediate to STD Mainline Promotion

Appointment will be merit based.

16.10 Promotional Appointments

In respect of promotional appointment, an Employee and their manager may agree that the Employee's promotional appointment be subject to a trial period. The intention of this provision is to allow the Employee and their manager to mutually agree on the suitability of the employment relationship and the assigned duties and responsibilities. Should the manager or Employee, during or at the end of the trial, decide not to proceed with the appointment, the Employee will return to their previous substantive classification. The Employee will be advised of this arrangement in writing.

16.11 Termination of Employment by the Company for Employees Other than Fixed-Term Employees

16.11.1 In order to terminate the employment of an Employee (other than a casual or probationary Employee), the Company will give the applicable period of notice specified 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

16.11.2 In addition to this notice, if the Employee is over forty five (45) years of age at the time of giving notice with not less than two (2) years continuous service, they are entitled to an additional one (1) weeks' notice.

16.11.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Company requiring an Employee to work part of the required period of notice and by the Company making payment for the period of notice not worked.

16.11.4 Any annual leave accrued but not taken will be paid out on termination of employment in the amount that would have been payable had the Employee taken that leave and on a pro rata basis according to the completed months of service during which the entitlement to annual leave has accrued.

16.11.5 The period of notice in this clause shall not apply in the case of a decision to effect the summary dismissal of an Employee in accordance with the relevant disciplinary policy and procedure.

16.12 Notice of Termination by the Employee

The notice of termination required to be given by an Employee is seven (7) days, except where the Company agrees to reduce or waive this requirement.

16.13 Time Off During Notice Period

Where the Company has given notice to an Employee, an Employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Company.

16.14 Return of Property

16.14.1 Upon termination of employment for any reason, the Employee must immediately return all property belonging to the Company.

16.14.2 The Company and the Employee may enter into a written agreement for the amount to be deducted from the Employee's final pay. If agreement is not reached the amount becomes a debt owing to the Company who can recover the amount by lawful means.

17. REDEPLOYMENT, RETRAINING AND REDUNDANCY

Redeployment, Retraining and Redundancy provisions for Rail Operations will be subject to Schedule 5 – Rail Operations – Redeployment, Retraining and Redundancy which forms part of this Agreement.

18. CONSULTATION TERM

18.1 This term applies if the Company:

18.1.1 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

18.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

18.2 Major Change

18.2.1 For a major change referred to in clause 18.1.1:

18.2.2 the Company must notify the relevant Employees of the decision to introduce the major change; and

18.2.3 clauses 18.3 to 18.9 apply.

18.2.4 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

18.3 If:

18.3.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

18.3.2 the Employee or Employees advise the Company of the identity of the representative;

18.3.3 the Company must recognise the representative.

18.4 As soon as practicable after making its decision, the Company must:

18.4.1 discuss with the relevant Employees:

a) the introduction of the change; and

b) the effect the change is likely to have on the Employees; and

c) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

18.4.2 for the purposes of the discussion—provide, in writing, to the relevant Employees:

a) all relevant information about the change including the nature of the change proposed; and

b) information about the expected effects of the change on the Employees; and

c) any other matters likely to affect the Employees.

18.5 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

18.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

18.7 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 18.2.2, 18.3 and 18.5 are taken not to apply.

18.8 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.

18.9 Change to Regular Roster (Period Roster) or Ordinary Hours of Work

For the purposes of this clause, 'regular' means the normal day(s) and shifts that the Employee would usually work, up until the point of the proposed change. Consultation is not required under this clause in respect to roster changes that are consistent with usual rostering practices in accordance with the Rostering Code of Principles and this Agreement.

18.10 For a change referred to in clause 18.1.2:

18.10.1 the Company must notify the relevant Employees of the proposed change; and

18.10.2 clauses 18.11 to 18.12 apply.

18.10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

18.11 If:

18.11.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

18.11.2 the Employee or Employees advise the Company of the identity of the representative;

18.11.3 the Company must recognise the representative.

18.12 As soon as practicable after proposing to introduce the change, the Company must:

18.12.1 discuss with the relevant Employees the introduction of the change; and

18.12.2 for the purposes of the discussion—provide to the relevant Employees:

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

b) information about what the Company reasonably believes will be the effects of the change on the Employees; and

c) information about any other matters that the Company reasonably believes are likely to affect the Employees; and

18.12.3 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).

18.12.4 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

18.12.5 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

18.13 In this term:

relevant Employees means the Employees who may be affected by a change referred to in clause 18.1.

18.14 Consultative Committee

18.14.1 The Parties agree to maintain a consultative committee comprising management representatives, union representatives and Employee nominated and elected representatives. This committee provides a forum for consultation between the Company and Employees.

18.14.2 Nothing in this clause can preclude or otherwise inhibit any consultation or communication between the Company and individual Employees as provided for in clause 18 – Consultation Term, or Schedule 5 – Rail Operations – Redeployment, Retraining and Redundancy.

19. WORKPLACE REPRESENTATIVES & TRADE UNION TRAINING

19.1 Upon written advice from the relevant Union Secretary/Branch Secretary that a member has been elected as a Union Workplace Representative or Union Delegate, the Company shall recognise that Employee as being accredited by the relevant Union for the purpose of representing the industrial interests of the relevant Union's members at the workplace.

19.2 An Employee who is recognised as being accredited by the relevant Union in accordance with clause 19.1 may be granted time off with pay at ordinary rates for up to a maximum of ten (10) working days during two (2) calendar years to attend accredited trade union training courses.

19.3 Approval is confined to attendance at trade union training courses aimed at promoting sound industrial relations in the workplace and ensuring adherence to this Agreement and the relevant Award/s and is subject to the operational requirements of the Company.

19.4 Union delegates may request reasonable paid time subject to operational requirements, to prepare for and attend meetings and attend to member's issues in support of the Agreement, applicable Award and to promote industrial harmony in the workplace.

19.5 Workplace representatives or union delegates required to attend Union meetings may be granted reasonable unpaid leave of absence. Where such leave is required, the Union shall advise the Company in advance in writing the name(s) of the Employee(s) and the duration of the absences.

19.6 The Company will not unreasonably withhold consent for leave under clause 19.5.

19.7 Leave of absence will be granted to not more than two (2) members of any Union party to this Agreement required to attend any industrial proceedings.

19.8 Rostering representatives, Health and Safety Representatives, and Union Workplace Representatives or Union Delegates will be trained in the principles that apply to the management of fatigue related risk. This training will capture the elements that make up a fatigue management program. The training will include the established risks associated with fatigue and risk mitigation measures, monitoring, and individual obligations.

19.9 Workplace delegate rights are otherwise provided for in accordance with s350C of the FW Act.

20. HOURS OF WORK - GENERAL

20.1 Meal Breaks

20.1.1 Employees are entitled to a twenty five (25) minute paid meal break (crib) on each shift which will be counted as time worked.

20.1.2 Breaks will be taken at times as determined by the Company based on operational requirements.

20.1.3 Employees may be rostered for cribs at their home depot where facilities are provided or at the Adelaide Railway Station.

20.1.4 The Parties acknowledge that on occasions of special events, planned revenue protection or compliance activities it may be necessary for them to consult and agree that meal breaks be taken 'away' from an Employee's home depot or Adelaide Railway Station. In such

instances, the Company will be required to ensure that proper facilities are provided. Employees will be advised no later than the day before such circumstances.

20.1.5 Suburban Train Drivers paid meal break (crib) will commence between 180 and 300 minutes from the commencement of their shift.

20.1.6 Where a Network Operation Supervisor or Senior Passenger Service Assistant cannot be relieved during an incident a meal allowance will be paid in accordance with schedules 2 or 4, whichever is applicable.

20.2 Unforeseen Circumstances

20.2.1 Employees may be required to work beyond the shift length of hours outlined in this Agreement due to unforeseen circumstances, which are:

- late running due to an accident;
- vehicle or equipment breakdown;
- an Employee giving less than two (2) hours' notice of being late for work, or not being able to attend work or unable to complete a shift.

20.2.2 The Company will not require an Employee to work under this clause where two (2) hours' notice of the unforeseen circumstances has been given.

20.3 Special Extra or Extended New Year's Eve Shifts

Subject to clause 20.4 (below), special extra or extended shifts that continue beyond the normal closing time of the particular depot are to be paid double time and a half for the whole shift.

20.4 Normal Rostered Shift

Double time and a half will not apply to Employees working their normal rostered shift on New Year's Eve, unless the shift is extended in the manner outlined above or they meet the requirements of clause 22.7.7.

20.5 Transport of Employees

The Company will provide a conveyance home when an Employee, after having commenced a shift, is advised that they are required to finish work at a time when reasonable means of transport are not available.

21. CLASSIFICATIONS & RATES OF PAY

21.1 Classification of Positions

21.1.1 Upon commencing employment, an Employee will be appointed to a position classified in accordance with this Agreement, will be paid according to the salary applicable to the classification of that position and will remain on that classification unless reclassified or appointed to another position classified at another level.

21.1.2 Employees will be advised in writing of their classification and any subsequent changes.

21.1.3 The remuneration levels applicable to each classification are set out at Schedule 1 and 3 of this Agreement.

21.1.4 Employees engaged under this Agreement will be appointed to a position classified in accordance with the following classifications.

21.2 Suburban Train Drivers

- Suburban Train Driver - Trainee – means an Employee who has commenced training, is progressing through the Suburban Train Drivers Training Program and is qualified to prepare and drive suburban trains within the confines of the Railcar Depot and perform associated duties.

- Suburban Train Driver - Intermediate – means an Employee who is qualified and appointed as such, and is qualified in the preparation and driving of suburban trains between the Railcar Depot and Adelaide Station and performs associated duties.

- Suburban Train Driver - Trainee Mainline – means an Employee who has commenced training in suburban train driving over main running lines and performs other associated duties.

- Suburban Train Driver - Mainline – means a qualified Employee who is appointed as such and is engaged in suburban train driving over main lines and performs other associated duties.

- Suburban Train Driver – Trainer – means an Employee who is qualified and appointed to carry out either the on-the-job training of Suburban Train Drivers to ensure their proficiency, and/or the tuition of Suburban Train Drivers in all aspects of suburban train driving. The Driver/Trainer may be called upon to perform driving and other associated duties.

- Suburban Train Driver – Operations Coordinator – means an Employee who is qualified and appointed to ensure the correct marshalling of trains in the depot for train services and maintenance requirements and who may be called upon to perform driving and associated duties.

- Suburban Train Driver – Senior – means an Employee who is qualified and appointed to undertake final evaluations, coordinate and monitor training of Suburban Train Drivers to ensure peak proficiency is achieved. The Employee is also qualified and appointed to undertake the coordination and monitoring of train operations including validating evaluations and investigating and initiating action in respect of train incidents and safe working breaches. This position is directly responsible to the relevant Rail Manager. An Employee at this level will be required, on occasion, to perform train driving and associated duties.

21.3 Passenger Service Assistant

- Passenger Service Assistant – Trainee – means an Employee appointed to the classification of Passenger Service Assistant and who is undertaking a prescribed training program for this position as agreed or amended between the Parties. This classification will receive a weekly rate of pay equivalent to ninety percent (90%) of the weekly paid rate for a Passenger Service Assistant.

- Passenger Service Assistant – means an Employee qualified as such and who is responsible for providing a high level of compliance with the *Passenger Transport Act 1994* (SA) and regulations and the *Rail Safety National Law (South Australia) Act 2012* (SA) on the Rail network. The Passenger Service Assistant is also responsible for providing an advisory service on relevant aspects of the public transport system to rail system train customers, and for delivering customer service in a friendly manner to ensure that rail system customers enjoy a high level of punctuality,

safety and reliability. In addition, this role is responsible for application of safe working rules and procedures.

21.4 Senior Passenger Service Assistant

- means an Employee appointed as such and who is responsible for providing a strategic direction for revenue protection and the safety and security initiatives adopted within the rail system. The Senior Passenger Service Assistant is also responsible for planning new work procedures and strategies as well as coordinating the implementation of systems and strategies aimed at improving service delivery, undertaking revenue protection services by detecting and reporting fraud and other means of revenue loss and for coordinating activities at various incidents/accidents across the urban rail train network. In addition, this role is responsible for application of safe working rules and procedures.

21.5 Platform Coordinator

- means an Employee appointed as such and who is responsible to the Shift Coordinator for ensuring services to the travelling public are maintained and assisting the Shift Coordinator in the re-allocation of staff and train consists to maintain optimum service standards, including coupling and uncoupling railcars as required. In addition, this role is responsible for application of safe working rules and procedures.

21.6 Network Operations Supervisor

- means an Employee who is accountable to the Unit Manager Network Control to provide leadership, direction in the day-to-day management and rapid response to incidents on the suburban train network and provide compliance with all rail safety requirements as determined by the *Rail Safety National Law (South Australia) Act 2012* (SA), specifically in regard to safe working rules, procedures and incident management. In addition, this role is responsible for application of safe working rules and procedures as required to ensure the safety of train movements, including the provision of track protection activities for rolling stock maintenance staff or recovery teams during both planned and unplanned disruptions. When attending to incidents the Network Operations Supervisor will be accountable to the Shift Manager in accordance with incident management procedures.

21.7 Shift Coordinator

- means an Employee who is accountable to the Train Operations Manager for coordination of physical resources and the supervision of human resources across the network, to ensure train services arrive and depart in the most effective and cost efficient manner. The Shift Coordinator is also responsible for the effective management of the Adelaide Railway Station platform environment and for the day-to-day operation of rail services, within Adelaide Station and its surrounds.

21.8 Operations Controller

- means an Employee who is responsible for maintaining the delivery of an effective and safe train service through the regulation, control and monitoring of all train movements in accordance with service agreements, working timetables and operational plans. In addition, the Operations Controller will be responsible for the management of the train control systems to ensure business and customer expectations are achieved. An Operations Controller is also responsible for managing day-to-day access to infrastructure in the rail corridor for construction and maintenance

activities, minimising the impact of these activities in accordance with current safe working rules, instructions, and procedures.

21.9 Shift Manager

- means an Employee who is responsible for the delivery of an effective and safe train service through managing the whole of network operations to ensure the best possible outcome for all stakeholders. Additionally, the Shift Manager will be responsible for the training and assessment of Operations Controllers, investigating reports concerning service delays, including staff error incidents, service disruptions or mechanical failure relating to railcars and recommending future courses of action. As the on shift representative of the Train Operations Manager, the Shift Manager will also be responsible for managing and coordination of all activities associated with incidents and disruptions, in so doing shall call upon any resource required to effectively manage such situations. The position will also be accountable for providing accurate and up to date service performance information to the Company's management and operational staff in addition to management and instigation of coordinating business recovery/incident response activities during times of disruption.

21.10 Customer Information Security Officer

- means an Employee who holds a key role in the Operations Control Centre. Physically present and on shift within the Control Centre, the CISO is focused on delivering real time information to customers through all channels and to monitor the overall security of the network through CCTV monitoring. CISO are responsible for downloading security footage of incidents on planforms and railcars, that occurred on the network for SAPOL/the Company/Security/Prosecutions/Renewal SA.

21.11 Train Crew Supervisor

- means an Employee who is accountable for the safe and efficient planning and dispatching of rolling stock units and crew resources on the day of operations, ensuring all rail movements are crewed to prevent disruption on the network. The role requires constant monitoring of the network and if required, additional train plans, driver resources and rail car movements will be facilitated. Train Crew Supervisors are responsible for assisting in the recovery of train services during and after an operational incident, ensuring an efficient and safe resumption.

21.12 Rates of Pay

The rates of pay applicable to the respective classifications outlined in clause 21 of this Agreement are detailed at Schedule 1 and 3 of this Agreement.

21.13 Acting in a Higher Grade

21.13.1 An Employee may be directed to temporarily perform specified duties in addition to those on which the remuneration level of that Employee's position is based for purposes related, but not limited, to:

- extended absence of another Employee(s);

- short term vacancies pending advertising a position;

- requirement to perform project work;
- development of Employee skills.

21.13.2 Where an Employee has been appropriately trained and is directed to undertake the duties of a position or in a capacity for which a higher remuneration level may be applicable, the Employee will be entitled to be paid for the performance of such duties, subject to the approval of the relevant manager or delegate.

21.13.3 Approval of payments at a higher remuneration level in accordance with a direction under this clause will generally be given when an Employee performs such additional duties for a continuous period of more than one (1) week.

21.13.4 Payment at a higher remuneration level may be approved for a period of less than one (1) week, provided that an Employee is directed to temporarily assume responsibilities and/or to exercise supervisory and financial delegations for a period of at least one (1) complete day or shift.

21.13.5 Where an Employee is acting in a higher grade and has performed one thousand nine hundred and seventy six (1976) culminated hours the Employee will be paid the applicable increment for that role.

21.13.6 Accumulated hours will be taken into account should the Employee be appointed to that higher role.

21.13.7 An Employee who is working temporarily in a grade higher than that classified, if employed for more than two (2) hours on any day in such higher grade, will be paid the rate for that grade for the whole time worked on that day.

21.13.8 If employed for two (2) hours or less in a higher grade, they will be paid the higher rate for the time so worked.

21.11.9 In any case, the Employee will work under the conditions of the higher grade whilst so employed.

21.14 Acting in Lower Grade

21.14.1 An Employee required to perform temporarily the duties of a grade for which a lower rate of payment is prescribed than that prescribed for their classified grade will be paid at their classified rate.

21.14.2 A reduction made for disciplinary reasons will not be regarded as a breach of this clause.

21.15 Aggregate Wage – Suburban Train Drivers Only

21.15.1 The Parties have agreed that, in relation to normal rostered work for Suburban Train Drivers, the penalties and allowances provided for Saturday and Sunday time, overtime, shift work, broken shifts, distance payment and annual leave loading will be paid on an averaging basis. This arrangement will be referred to as the 'aggregate wage' in respect of such Employees.

21.15.2 Employees who are in receipt of the aggregate wage are not entitled to any additional payment in respect of annual leave loading as provided in clause 22.3.

21.15.3 The Aggregate Wage per Week and the Aggregate Percentage used to calculate such rates will be recalculated by the Company to coincide with each wage increase detailed at clause 21.16 and/or the final posting of any major roster change involving Suburban Train Drivers.

21.15.4 The calculations will be provided to the RTBU and its nominated delegates for checking prior to tabling the new rates for Employees.

21.14.5 The calculation of the Aggregate Wage will continue to be based on the total number of full-time lines of work available within the Master Roster and the full-time equivalent Employees required to fill that roster.

21.14.6 Senior Drivers will be paid an Aggregate Wage, as agreed between the Parties.

21.16 Adjustment of Wage Rates

21.16.1 The Parties agree that rates of pay applicable to each of the Classification levels set out in this Agreement will be adjusted in accordance with clause 21.16.2.

21.16.2 This Agreement provides for base rates of pay to be increased as follows over the life of this Agreement:

- 4% from first pay period commencing on or after 1 January 2024 (*back paid**).
- 4% from first pay period commencing on or after 1 January 2025.
- 4% from first pay period commencing on or after 1 January 2026.
- 4% from first pay period commencing on or after 1 January 2027.

**For the avoidance of doubt, only Employees who were employed at the time the Agreement commences are entitled to back pay - Employees whose employment ended prior to the commencement of the Agreement are not entitled to back pay.*

21.16.3 Such increases will be in substitution for any adjustment of Award wage rates determined or awarded by the FWC during the life of this Agreement.

21.17 Allowances

21.17.1 Allowances payable to eligible Employees and the circumstances under which such allowances are payable under this Agreement are listed at Schedule 2 and 4.

21.17.2 Allowances (with the exception of the Equipment Allowance, Schedule 2 and 4) payable to eligible Employees under this Agreement will be adjusted in line with any percentage variation of applicable wage rates set out in this Agreement.

21.18 Superannuation

Employer funded superannuation contributions will be made in accordance with the relevant federal legislation into the Company's designated default fund or into a fund nominated by the Employee that complies with the relevant federal legislation.

21.19 Salary Sacrifice Arrangements

21.19.1 Salary Sacrifice Agreement (**SSA**) is a written, formal administrative instrument between the Company and the Employee which enables salary packaging arrangements to be put in place. This clause applies for the period an Employee enters an SSA.

21.19.2 Subject to this clause, the wage or salary payable to an Employee, or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Agreement, will be the wage or salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.

21.19.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the wage or salary that would have been payable had the Employee not entered into an SSA.

21.19.4 Where, on cessation of employment, the Company makes a payment in lieu of notice; or a payment in respect of accrued annual or long service leave entitlements (instead of transferring leave credits to another employer in the event the Employee immediately becomes employed by that employer party), the payment thereof shall be based on the wage or salary that would have been payable had the Employee not entered into an SSA.

21.20 Period of Payment

21.20.1 Wages will be paid fortnightly, either:

- according to the actual ordinary hours worked each week (thirty eight (38)) or fortnight (seventy six (76)); or

- 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 work cycle.

21.20.2 The hourly rate is calculated by dividing the appropriate weekly rate by thirty eight (38).

21.21 Explanation of the Averaging System (as it applies to the calculation of Block Book Off)

21.21.1 A full-time 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.

21.21.2 The ordinary hours of an Employee may be arranged so that they are entitled to accrue a day off per month during each work cycle. It is in these circumstances that the averaging system would apply.

21.21.3 Where a full-time 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 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) week days only, Monday – Friday in the fourth week - a total of nineteen (19) days during the work cycle.

21.21.4 Under the averaging system a full-time Employee accrues a "credit" each day they work actual ordinary hours in excess of the daily average, which would otherwise be seven (7) hours thirty six (36) minutes. This "credit" is carried forward so that in the week of the cycle that they work on 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.

21.21.5 Each day an Employee works eight (8) ordinary hours they accrue a “credit” of twenty four (24) minutes (zero point four (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.

21.21.6 In addition to working ordinary hours, an Employee will accrue a "credit" for each day absent from duty whilst on annual leave, long service leave, public holiday, paid sick leave, workers' compensation, bereavement leave, paid carer's leave, paid training leave or jury service. Entitlements in these circumstances are determined in accordance with the relevant Agreement provision. No entitlement to accrual exists for any other absence.

21.21.7 A regular part-time Employee receives, on a pro-rata basis accrual and taking of Block Book Off.

21.22 Payment During First Period of Employment

On the first pay day occurring during employment, an Employee will be paid whatever wages are due up to the completion of work at the end of that pay period.

21.23 Payment of Wages on Termination of Employment

21.23.1 Upon termination of employment, wages due to an Employee will be paid on the day of such termination.

21.23.2 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.

21.23.3 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.

21.24 Absences From Duty Under an Averaging System

21.24.1 An Employee absent from duty in circumstances other than annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, paid carer's leave, paid training leave or jury service will, for each day so absent, lose average pay for that day calculated by dividing their average weekly wage rate by five (5).

21.24.2 For part of a day, an Employee will lose average pay for each hour or part thereof absent at an hourly rate calculated by dividing their average daily rate by seven point six (7.6).

21.24.3 The rate prescribed at clause 21.24.2 will be adjusted on a pro-rata basis for part-time Employees.

21.24.4 Credits do not accrue when an Employee is absent from duty for a whole day in accordance with this sub-clause because the Employee would not have worked ordinary hours that day in excess of seven (7) hours and thirty six (36) minutes. Whenever this occurs, the Employee will not be entitled to average pay for that week but will be reduced by the amount of the "credit" not accrued for each whole day during the work cycle involving the absence.

21.25 Details of Payments to be Given

On or prior to pay day, the Company will state to each Employee in writing the amount of wages which the Employee is entitled, the amount of deduction made and the net amount being paid to the Employee.

21.26 Timekeeping - Proportion of an Hour

21.26.1 The Company may select and utilise for timekeeping purposes any fractional 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.

21.26.2 The Company will apply the same proportional hour method for the purpose of calculation of overtime.

21.27 Extra Rates Not Cumulative

Extra rates in this Agreement, except rates prescribed in clause 22.7, are not cumulated so as to exceed the maximum of double the ordinary rates.

21.28 Employees who transferred from Australian National to the State Transport Authority

Suburban Train Drivers grades Employees that were employed by Australian National prior to 13 May 1990 and transferred to the State Transport Authority (that have maintained continuous employment with TransAdelaide, the Rail Commissioner and the Company) will be remunerated nine percent (9%) more than the equivalent classification (after 13 May 1990).

22. LEAVE PROVISIONS

22.1 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 simple 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.

22.2 Annual Leave

22.2.1 A full-time or part time Employee is entitled to four (4) weeks paid annual leave per year. Annual leave will accrue progressively.

22.2.2 For the purpose of s87(1)(b) of the FW Act, where an Employee is regularly working on a seven (7) day shift work roster (including Sundays and Public Holidays), they will be entitled to five (5) weeks paid annual leave per year. In this case the additional annual leave will accrue progressively.

22.2.3 An Employee who is regularly rostered to work on Saturdays and/or Sundays and Public Holidays but does not work on identified other days of the week shall be entitled to five (5) weeks annual leave for each year of service. In this case, the additional leave will accrue progressively.

22.2.4 Normally annual leave must be taken in the year in which it accrues unless written approval has been provided by the Company to defer the taking of such leave.

22.2.5 Annual leave will be taken at times agreed between the Company and the Employee, or, failing this, at the discretion of the Company with four (4) weeks' notice.

22.2.6 An Employee with an annual leave credit of greater than ten (10) weeks may be directed to take such leave prior to the next entitlement of annual leave becoming due.

22.2.7 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. An Employee directed to take leave will have recourse to the Company's procedures in respect of scheduling of such leave.

22.2.8 Annual leave is payable at an Employee's Ordinary Time Rate of Pay (being the applicable ordinary rates described in Schedule 1 or Schedule 3 whichever applies) for the number of ordinary hours the Employee would have worked during the period of annual leave. Annual leave hours paid will be deducted from the Employee's accrued entitlement.

22.3 Loading on Annual Leave

Rail Operations Employees

22.3.1 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%). Where an Employee qualifies for additional leave in terms of clause 22.2.2, the twenty percent (20%) loading will apply for the proportion of the year worked as a shift worker.

Rail Operations Support Employees

22.3.2 Shiftworkers - Employees who would have worked on shift work had they not been on leave - a loading of twenty percent (20%)

22.3.4 Annual Leave loading will be paid in respect of each period of Annual Leave taken by an Employee.

22.3.5 The Parties agree to be bound in respect of allowing continuous shift workers the right to be paid leave loading or to be paid at the rate applicable to the work they would have been rostered to perform during the period of annual leave, whichever is the greater.

22.3.6 Any annual leave accrued but not taken, including any applicable annual leave loading, will be paid out on termination of employment based on the amount that would have been payable to the Employee had they taken that period of leave.

22.4 Personal Leave

22.4.1 An Employee is entitled to a total of twelve (12) days paid personal leave, in accordance with this clause, if they are unable to attend work because of a personal injury or illness (sick leave), or because they have to care for a member of their immediate family or a member of their household (Carer's Leave).

22.4.2 Personal leave will accrue each fortnightly period at the rate of 1/26 of the ordinary hours paid.

22.4.3 Where an Employee is sick on any one-day of work or part thereof the Employee, provided that they have a personal credit of paid sick leave, will be entitled to payment for the day or part thereof. The hours paid will be debited from the Employees personal credit of paid sick leave.

22.4.4 An Employee is only entitled to personal leave if the day(s) requested for personal leave was an ordinary day that the Employee would have been required to work.

22.4.5 Subject to clause 22.4.9 (Rail Operations Employees) and clause 22.4.11 (Rail Support Employees) of this Agreement, an Employee may be required to produce a medical certificate for any absence taken for personal leave.

22.4.6 A medical certificate is not required where the circumstances would make it unreasonable for it to be produced. In this case an Employee must provide a statutory declaration that sets out the reason for the absence and why they could not obtain a medical certificate. Failure to provide either a medical certificate or statutory declaration proof may result in non-payment of personal leave.

22.4.7 If an Employee is unable to attend work because of injury, illness or the requirement to take carer's leave they must inform the Company as soon as is reasonably practicable and, in any event, prior to the start of the shift, unless the Employee is unable to comply with this requirement due to reasons beyond their control. Such advice must include:

- the nature of the injury or illness (if known); or
- the basis on which carers leave is required; and
- the period the Employee expects to be away from work.

22.4.8 If it is not practicable for an Employee to give prior notice of the absence, the Employee must notify the Company by telephone at the first opportunity.

22.4.9 A Rail Operations Employee may be absent on account of personal illness or injury (other than for which Worker's compensation is payable) for a period of one (1) working day without the production of a medical certificate or a certificate from a health practitioner. Where an Employee is absent from duty for a period in excess of one (1) working day, the Employee will produce a medical certificate or a certificate from a health practitioner covering all days in excess of the original day.

22.4.10 Where a Rail Operations Employee is absent on the day before or after a day or part-day that is a public holiday; a day that adjoins a period of annual leave, Block Book Off or Long Service Leave, they will be required to provide the Company with a medical certificate or statutory declaration for that day as per clause 22.4.5.

22.4.11 A Rail Support Employee may be absent on account of personal illness or injury (other than for which Worker's compensation is payable) for a period of two (2) working days without the production of a medical certificate or a certificate from a health practitioner. Where an Employee is absent from duty for a period in excess of two (2) working days, the Employee will produce a medical certificate or a certificate from a health practitioner covering all days in excess of the two (2) original days.

22.4.12 Clause 22.4.11 will not limit a manager requiring an Employee to produce a medical certificate or a certificate from a health practitioner for all or any absence on account of personal illness or injury. Such requirement will not unreasonably be imposed and will be subject to discussion between the Employee and their manager.

22.4.13 Unused personal leave will accrue from year to year.

22.4.14 Unused personal leave will not be paid out on termination.

22.4.15 In circumstances where an Employee has exhausted their paid Carer's Leave entitlement, they are entitled to up to two days unpaid Carer's Leave for each occasion on which they may have otherwise claimed paid carers leave. Unpaid Carer's Leave of up to two (2) day per occasion is also available to casual Employees in accordance with the NES.

22.5 Sick Leave Pool

22.5.1 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 sick leave and requires access to additional paid leave to cater for extended absences due to sickness.

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

22.5.3 The rate prescribed at clause 22.5.2 will be adjusted on a pro-rata basis for part-time Employees.

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

a) have completed twelve (12) months service and contributed two (2) days of personal leave per year of continuous service to the Sick Leave Pool;

b) have exhausted their personal sick leave entitlements;

c) are absent due to a diagnosed specific condition or illness 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 with the Company; and

e) are deemed, through regular and independent assessment by a Company's medical provider, to require continued support and access to the pool due to their major illness or long term health problems.

22.5.5 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.

22.6 Public Holidays

22.6.1 Public holidays will be recognised on those days prescribed by the *Public Holidays Act 2023* (SA).

22.6.2 An Employee will not lose ordinary pay as a result of a public holiday falling on a day that they would normally be rostered to work and, in such cases, an Employee will be paid at their ordinary rate for that day.

22.6.3 The Company may request an Employee to work on a public holiday in accordance with the provisions of the FW Act. If an Employee is required to work on a public holiday, they will be paid at the relevant rate of pay prescribed in this Agreement (either as a shift worker or as overtime).

22.6.4 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.

22.6.5 Where special leave without pay or unpaid parental leave is granted for periods of up to four (4) weeks, any public holidays that fall within such a period are to be granted with pay. Where the special leave without pay or parental leave exceeds four (4) weeks, no payment for any public holidays, irrespective of where they may fall, is to be made.

22.6.6 Where a public holiday other than a part-day public holiday falls during the period of an Employee's annual leave or personal leave the Employee will be taken not to be on annual or personal leave and:

a) will be paid for their ordinary rate of pay for such hours; and

b) the Employee will be required to elect at that time whether they wish to be given credit for additional day(s) leave (equal to the number of public holidays falling within the rostered period) at some other time.

22.6.7 Where a part-day public holiday falls during the period of an Employee's annual leave or personal leave, the Employee will be taken not to be on annual leave between the

hours of 7pm and midnight that they would have otherwise been rostered to work and will be paid for their ordinary rate of pay for such hours.

22.6.8 Public holidays falling on a weekend will be substituted or recognised as additional days in accordance with the *Public Holidays Act 2023* (SA).

22.6.9 An Employee who is not required to work on a public holiday that would have otherwise been an ordinary working day will be paid as for 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.

22.7 Payment for Public Holidays

22.7.1 An Employee required to work on a public holiday will receive payment for the hours worked at the rate of time and one half and in addition, one day's pay in lieu, unless on application by the Employee, they will receive a credit of one day's leave in lieu of the holiday.

22.7.2 For work on a public holiday occurring on a day on which they would not normally be booked on duty, an Employee will be paid at the rate of double time and a half.

22.7.3 For work on a public holiday on which they would normally be booked on duty which is in excess of, or outside, the hours they would normally work on that day, an Employee will be paid at the rate of double time and a half.

22.7.4 Non-driving Operations Employees will be paid at the rate of double time and a half for all work in excess of eight (8) hours in a shift.

22.7.5 A seven (7) day or continuous shift worker whose rostered day off falls on a public holiday will be paid for that day at the ordinary rate.

22.7.6 An Employee not rostered to work between 7pm and midnight (other than an Employee who has exercised their right not to work on a part-day public holiday if the request to work is not unreasonable or the refusal is reasonable 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.

22.7.7 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.

22.7.8 Where an Employee is usually rostered to work ordinary hours between 7pm and midnight on a part-day public holiday, but as a result of having a rostered day off does not work, the Employee will be taken to be on a public holiday for those hours and paid their ordinary rate of pay for those hours. These hours cannot be counted towards the calculation of overtime within a roster period.

22.8 Compassionate Leave

22.8.1 A permanent Employee is entitled to paid leave for up to two (2) days per occasion to attend to:

- the death of or a life threatening illness/injury of a member of their immediate family or household; or

- 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

- the Employee, or the Employee's spouse or de facto partner has a miscarriage.

22.8.2 An Employee must advise the Company as soon as possible of the need to take compassionate leave.

22.8.3 Compassionate leave is non-cumulative.

22.8.4 An Employee may be required to produce suitable evidence of the requirement to take and be paid for compassionate leave.

22.8.5 If the occasion of compassionate leave is for an illness or personal injury of a member of the Employee's immediate family or household, the Employee may take the compassionate leave for that occasion at any time whilst the injury or illness persists.

22.9 Long Service Leave, Skills and Experience Retention Leave

22.9.1 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* (SA) and the provisions of the applicable Commissioner's Determination as varied from time to time.

22.9.2 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.

22.9.3 An eligible Employee may apply to take retention leave once the Employee has accrued an amount of leave equivalent to one working day. Retention leave must be applied for and taken as a whole working day.

22.9.4 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.

22.9.5 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.

22.9.6 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. Employees are entitled to long service leave subject to the qualifying conditions and terms of the *Public Sector Act 2009* (SA) and the provisions set out in Commissioner's Determination 3.1: Employment Conditions – Hours of Work, Overtime and Leave as varied from time to time.

22.10 Parental Leave

22.10.1 Employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

22.10.2 For the purpose of adoption leave, '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, other than a child or stepchild of the Employee or of the spouse of the Employee or a child who had previously lived continuously with the Employee for a period of six (6) months or more.

22.10.3 Subject to this clause, spouse includes a de facto or former spouse.

22.10.4 In relation to clause 22.10, spouse includes a de facto spouse but does not include a former spouse.

22.11 Transfer to a Safe Job

22.11.1 If, in the opinion of a legally qualified medical practitioner:

a) illness or risks arising out of a pregnancy; or

b) hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue their present work, then

22.11.2 The Employee must, if the Company considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions of the Employee's substantive position until the commencement of maternity leave.

22.11.3 If the transfer to a safe job is not considered practicable, the Employee is entitled, or the Company may require the Employee, to take leave for such period as is considered necessary by a legally qualified medical practitioner.

22.11.4 If the Employee takes leave in such circumstances, the Company must pay the Employee for that period the amount they would have received had they been at work.

22.11.5 Leave approved under this clause is in addition to any period of maternity leave granted.

22.12 Basic Entitlement

22.12.1 After twelve (12) months continuous service, parents are entitled to a combined total of fifty two (52) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For female Employees, maternity leave may be taken and for their partners, paternity or partner leave may be taken. Adoption leave may be taken in the case of adoption.

22.12.2 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) for maternity, and paternity or partner leave, an unbroken period of up to eight (8) weeks at the time of the birth of the child;

b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

22.13 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.

22.14 Variation 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.

22.15 Right to Request

22.15.1 An Employee entitled to parental leave pursuant to the provisions of this Agreement may request the Company to allow the Employee:

a) to extend the period of simultaneous unpaid parental leave provided for in clause 22.12.2(a) up to a maximum of eight (8) weeks;

b) to extend the period of unpaid parental leave provided for in clause 22.12.1 by a further continuous period of leave not exceeding twelve (12) months;

c) 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.

22.15.2 The Company shall 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 grounds related to the effect on the workplace or the Company's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

22.15.3 The Employee's request and the Company's decision made under this clause must be recorded in writing.

22.16 Request to Return to Work Part-Time

22.16.1 Where an Employee wishes to make a request under clause 22.15.1(c), such a request must be made as soon as possible but 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, and will provide to the Company such information as may reasonably by required, including the proportion of time sought, and the date the relevant child will reach school age (i.e., five (5) years of age).

22.16.2 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 seeks to continue to be employed on a part-time basis.

22.17 Maternity Leave

22.17.1 An Employee must provide notice to the Company in advance of the expected date of commencement of maternity leave. The notice requirements are:

a) of 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) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken – at least four (4) weeks.

22.17.2 When the Employee gives such notice the Employee must also provide a statutory declaration stating particulars of any period of paternity or partner leave sought or taken by their spouse and that or the period of maternity leave they will not engage in any conduct inconsistent with their contract of employment.

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

22.17.4 Subject to clause 22.12.1, and unless agreed otherwise between the Company and the Employee, an Employee may commence maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.

22.17.5 Where an Employee continues to work within the six (6) week 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 Company may require the Employee to provide a medical certificate stating that they are fit to work on their normal duties.

22.17.6 Where leave is granted under clause 22.17.4, 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.

22.18 Paid Maternity Leave and Paid Adoption Leave

22.18.1 Paid maternity leave and paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of the following clauses, maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

22.18.2 Subject to this clause, an Employee, other than a casual Employee, who has completed twelve (12) months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to sixteen (16) weeks' paid maternity or adoption leave (as applicable) ("the applicable maximum period").

22.18.3 An Employee who, at the time of taking such paid maternity or adoption leave, has been employed by the Company for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to twenty (20) weeks ("the applicable maximum period").

22.18.3 The following conditions apply to an Employee applying for paid maternity leave or paid adoption leave:

a) The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 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/surrogacy. An Employee will be entitled to the applicable maximum period, paid at the Employee's ordinary rate of pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy 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.

22.18.4 At the time of applying for paid maternity leave or paid adoption leave, the Employee may elect in writing:

a) To take the paid leave in two (2) periods split into equal proportions during 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 clause of this Agreement, the Employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences and that leave shall be payable at the relevant rate of half pay in equal proportions during the requisite number of weeks; or

c) A combination of (a) and (b).

22.18.5 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).

22.18.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

22.18.7 Where both prospective parents are Employees covered by this Agreement; or if the other prospective parent is an Employee of the same agency as the Employee who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Agreement but is employed by the same agency), the period of paid maternity or adoption leave (as applicable) may be shared by both Employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four (4) weeks and has regard to the operational needs of the agency or agencies. Parents who are Employees of the same agency but are covered by different Agreements may only share a period of paid maternity or adoption leave arising under one (1) or other Agreement (i.e. it is not intended that a Employee would somehow have access to more than one (1) entitlement to paid maternity or adoption leave in respect of a child/ren).

22.18.8 The entitlements available to an Employee pursuant to the federal *Paid Parental Leave Act 2010* (Cth) (as amended from time to time) or any other federal parental leave scheme will be subject to criteria and eligibility as determined by any such scheme.

22.19 Paternity Leave

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

- a certificate from a registered medical practitioner which names their spouse, states that they are pregnant and the expected date of confinement, or states the date on which the birth took place; and
- written notification of the dates on which they propose to start and finish the period of paternity leave; and

- except in relation to leave taken simultaneously with the child's mother a statutory declaration stating:

- they will take that period of paternity or partner leave to become the primary caregiver of the child;

- particulars of any period of maternity leave sought or taken by his spouse; and

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

22.19.2 The Employee will not be in breach of clause 22.19.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

22.20 Adoption Leave

22.20.1 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 the control of the Employee, the adoption of a child takes place earlier.

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

- the Employee is seeking adoption leave to become the primary caregiver of the child;

- particulars of any period of adoption leave sought or taken by the Employee's spouse; and

- that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

22.20.3 The Company may require an Employee to provide confirmation from the appropriate government authority of the placement.

22.20.4 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.

22.20.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

22.21 Return to Work after a Period of Parental Leave

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

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

22.21.3 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.

22.22 Replacement Employees

22.22.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

22.22.2 Before the Company engages a replacement Employee, the Company must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

22.23 Communication During Parental Leave

22.23.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at 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 commencing parental leave; and

- provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

22.23.2 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 to return to work on a part-time basis.

22.23.3 The Employee shall also notify the Company of changes of address or other contact details which might affect the Company's capacity to comply with clause 22.23.1.

22.24 Jury Service

22.24.1 Employees who are required for jury service will be allowed time off work to attend as required by the Court.

22.24.2 Proof of attendance, the duration of attendance and the amount received must be provided by the Employee to the Company.

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

22.25 Leave Without Pay

An Employee who has been absent on leave without pay for more than twenty two (22) working days in one or more periods in any one financial year, other than on approved sick leave without pay, will have their completed months employed adjusted accordingly so as to not include the period for which they were absent.

22.26 Absence From Duty

An Employee (other than an Employee who has given or received notice in accordance with clause 16.11 or in cases involving protected industrial action) not attending for duty will, unless covered under a leave with pay provision of this Agreement, lose their pay for the actual time of such non-attendance.

22.27 Special Leave

22.27.1 Employees will be eligible for special leave as per Schedule 9.

22.27.2 The Company may grant up to the equivalent of fifteen (15) days' special leave with pay each year in accordance with Commissioner's Determination 3.1: Employment Conditions – Hours of Work, Overtime and Leave – Section F – Special Leave With and Without Pay (or however so titled and as varied from time to time).

22.27.3 The Parties acknowledge that the Commissioner's Determination 3.1: Employment Conditions – Hours of Work, Overtime and Leave – Section F – Special Leave With and Without Pay (or however titled and as varied from time to time) will apply to Employees bound by this Agreement and specifically:

a) Special leave with pay as it relates to cultural leave, domestic violence leave, bereavement leave, and urgent and pressing necessity (including a traumatic event).

23. RESOLVING WORKPLACE CONCERNS OR DISPUTES

23.1 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.

23.2 The Parties to the Agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.

23.3 In the event of a grievance or the commencement of a process relating to alleged misconduct or any other similar matter that results in a disciplinary outcome, it is accepted that procedural fairness and natural justice principles must apply at all times, including the right of an Employee to be represented by their union.

23.4 The Employee or Employee representative 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.

23.5 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 shall arrange a conference to discuss the matter. If requested by the manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable.

23.6 The consultation process as prescribed in clause 23 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.

23.7 If a matter cannot be resolved when the above referred to procedures have been availed of, the Parties should enter into consultation at a higher level on both sides, as the Parties consider appropriate.

23.8 At any stage in the procedures 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 five (5) working days.

23.9 If a dispute arising from any industrial matter, including a dispute arising under this Agreement, the NES or a dispute relating to a promotion or discipline appeal, is unable to be resolved at the workplace, and all agreed steps for resolving it have been exhausted, the dispute shall be referred to the FWC for resolution by mediation and/or conciliation and if necessary arbitration.

23.10 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. Disputes relating to promotion and discipline appeals must be heard privately and while the parties may be represented in these matters, legal representation will not be allowed unless agreed by the parties.

23.11 Any dispute referred to the FWC under this clause should be dealt with by a member nominated by either the head of the relevant panel or the President.

23.12 The decision of the FWC will bind the Parties, subject to either Party exercising a right of appeal against the decision.

23.13 It is a term of this Agreement that except where there is a genuine health or safety concern, the status quo existing immediately before the matter giving rise to the dispute will remain while the dispute resolution procedure is being conducted.

24. OTHER ISSUES

24.1 Senior Passenger Service Assistants, Passenger Service Assistants (Prescribed Officer) and Passenger Service Assistant Trainees

24.1.1 The Company will retain Senior/Passenger Service Assistants for the life of this Agreement. They will continue to perform prescribed officer duties, rail safe working duties along with other duties agreed to by the Parties.

24.1.2 Senior/Passenger Service Assistants are to relieve station staff, as required.

24.1.3 Senior/Passenger Service Assistants will not be required to give right-of-way to Suburban Train Drivers on designated 'driver only' trains, provided that the need to give right-of-way will remain for trains that are not designated 'driver-only'.

24.1.4 Vaccinations

a) Senior/Passenger Service Assistants who are undertaking Senior/Passenger Service Assistance duties will be provided with access to free vaccination for diseases that they may come in contact with during the undertaking of their duties.

b) The Company will determine which vaccinations will be accessible through this clause.

24.2 Driver Expressions of Interest to Transfer to Another Home Depot

24.2.1 The home depot transfer process establishes a fair and transparent method of allowing Employees an opportunity to transfer to another home depot, and selecting Employees for transfer when a roster line becomes available. The Company will maintain a list of Employees who have registered an interest in transferring to another depot and will make this list available on an appropriate platform (which may be physical or digital) as agreed to by both of the parties.

24.2.2 Employees may register an interest for transfer to a specific depot, this must be in writing to their line manager. The Employee will then be added to the list which is maintained in order of date the expression of interest is received. By expressing an interest, the Employee is taken to be willing to relieve at that depot, should the opportunity arise, unless otherwise advised by the Employee.

24.2.3 Vacancies in a particular depot may arise from operational requirements or staff movements and may be of a short or long term nature. In these instances, the Company will consider the circumstances and offer a transfer to Employees in the order on which they appear on the list.

24.2.4 It is acknowledged that the Company can consider an Employee's individual needs and responsibilities when considering transfers and may offer an Employee the opportunity to transfer to another depot even if they are not next in line on the list.

24.2.5 Nothing in this clause limits the Company's authority to transfer Employees from one depot to another for operational reasons.

25. FLEXIBILITY TERM

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

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

- arrangements about when work is performed; or
- forms of employment (i.e. full-time/part-time); and

25.1.2 the IFA meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in clause 25.1.1; and

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

25.2 The Company must ensure that the terms of the IFA are about permitted matters under section 172 of the FW Act, are not unlawful terms under section 194 of the FW Act and result in the Employee being better off overall than the Employee would be if no IFA was made.

25.3 The Company must ensure that the IFA is in writing and includes the name of the Company and Employee and 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.

25.4 The Company must ensure that IFA includes details of the terms of the Agreement that will be varied by the IFA, how the IFA will vary the effect of the terms; and how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA.

25.5 The Company must ensure that the IFA states the day on which the arrangement commences.

25.6 The Company must give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.

25.7 The Company or an Employee may terminate the IFA by giving no more than twenty eight (28) days written notice to the other party to the IFA or if the Company and the Employee agree in writing at any time.

26. 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 7 of this Agreement, where entitlements under the *Return to Work Act 2014* (SA) have ceased.

PART 3 – RAIL OPERATIONS EMPLOYEES

27. HOURS OF WORK

27.1 General Principles

27.1.1 The Master roster arrangements of Rail Operations staff may be subject to change based on timetables, fleet availability, staff resources, business rules or service improvements and shall consider the flexibility and efficiencies of both Company and Employee.

27.1.2 The Company undertakes to notify and consult with Employees any planned changes which may significantly impact roster structures and subsequent resource requirements prior to implementation of any such change.

27.2 Ordinary Hours

27.2.1 Limit of Ordinary Hours

The ordinary hours of duty for full-time Employees will be an average of thirty eight (38) hours per week to be worked on the following basis:

a) Rosters will provide for not more than eighty (80) ordinary hours per fortnight to be worked in not more than ten (10) shifts;

b) Two (2) hours per week will accrue as an entitlement to a 'Block Book Off' (as defined) in each twenty (20) week cycle;

c) The administrative arrangements for 'Block Book Off' will be as agreed between the Company and the RTBU.

27.3 Shift Work

27.3.1 Except in cases of unavoidable necessity, and except where agreed between the Company and the RTBU, regular shifts will be completed within nine (9) hours.

27.3.2 Duration of shifts - Regular shifts, other than broken shifts will be completed within nine (9) hours except in cases of unavoidable necessity or where agreed between the RTBU and the Company. Where practicable, regular shifts may be completed within eight (8) hours.

27.4 Broken Shifts

27.4.1 Suburban Train Drivers may be required to work broken shifts with all duty performed during any period outside a spread of nine point five (9.5) consecutive hours being paid for at the following rates:

- between a spread of nine point five (9.5) and ten point five (10.5) hours – time and a half;
- after ten point five (10.5) hours – double time.

27.4.2 No break without pay in a day's duty will be less than two (2) hours.

27.4.3 Employees will not be signed off by direction or by roster more than twice in any one day.

27.4.4 Broken shifts will not be worked on a Saturday, Sunday or public holiday.

27.4.5 When an Employee takes sick leave on a Broken Shift, including a portion of a Broken Shift, the Employee will be required to work a 'replacement' Broken Shift as soon as possible upon resumption of normal duties, unless a medical certificate or statutory declaration is provided by the Employee for the period of the absence.

27.4.6 Intervals between shifts

The minimum time which an Employee will be allowed off duty will be twelve (12) hours unless special cases of emergency requires attendance earlier or where agreed between the RTBU and the Company. The representative of the Company for the time being in charge of the locality will determine whether the emergency requires such earlier attendance and will advise the Employee affected accordingly in writing.

27.4.7 Rosters will be constructed with a minimum twelve (12) hours off between shifts. A Passenger Service Assistant may, by agreement, commence a shift with no less than ten (10) hours break.

27.4.8 An Employee will not be called or booked up for duty without having had the period of rest provided by this clause whilst there is another qualified Employee available who has had such period or rest.

27.5 Overtime

27.5.1 The Company may require any Employee to work reasonable overtime.

27.5.2 An Employee may, in accordance with the provisions of section 62(3) of the FW Act, refuse to work beyond those referred to in this clause if they are unreasonable. Section 62(3) of the FW Act sets out the basis upon which additional hours may be determined to be reasonable or unreasonable.

27.5.3 Subject to the provisions of clause 27.5.6, payment for overtime worked by non-driving Rail Operations staff will be as follows:

- In excess of eighty (80) hours per fortnight at the rate of time and a half;
- On an ordinary shift in excess of eight (8) hours but not in excess of eleven (11) hours at the rate of time and a half;
- In excess of eleven (11) hours at the rate of double time;
- On an overtime shift, namely, a shift worked in excess of ten (10) (rostered shifts) in the fortnightly period:
    - For the first shift at the rate of time and a half for the first eight (8) hours of the shift and double time thereafter. If any part of the first overtime shift is worked on a Saturday, payment will be at the rate of double time.

- For each subsequent shift; at the rate of double time.

27.5.4 Subject to the provisions of clause 27.5.5, payment for overtime worked by Suburban Train Drivers (all categories) will be as follows:

- In excess of eighty (80) hours per fortnight at the rate of time and a half;
- On an ordinary shift in excess of eight (8) hours but not in excess of eleven (11) hours at the rate of time and a half;
- In excess of eleven (11) hours at the rate of double time;
- On an overtime shift, namely, a shift worked other than a rostered shift;
- On a weekday (i.e., Monday to Friday) other than a public holiday, at the rate of time and a half for the first three (3) hours and double time thereafter;
- On a Saturday or a Sunday at the rate of double time.
- For the purpose of calculating overtime, all time on duty between signing on and signing off will be regarded as time worked.

27.5.5 No overtime will be paid for twice, payment being calculated, where prescribed, on the daily or fortnightly basis whichever of these alternatives gives the greater amount.

27.5.6 Payment for Saturday and Sunday

- An Employee will be paid for all time on duty on Saturday and Sunday as follows:
  - between midnight on Friday and midnight on Saturday, which is not overtime and is not worked on an overtime shift – at the rate of time and one half;
  - between midnight on Saturday and midnight on Sunday – at the rate of double time.

27.5.7 Sunday time will not be included as part of the ordinary hours for the fortnight for the purpose of assessing overtime on a fortnightly basis.

27.5.8 An Employee who is called up to commence and finish one or more shifts on Sunday will, in respect of the whole time on duty on the Sunday, be paid one half day's pay, with a minimum of four (4) hours, at the Sunday rate.

27.6 Recording of Overtime

27.6.1 The Parties agree to continue to report on the allocation of overtime, including:

- hours actually worked;
- hours declined;
- number of days "Do Not Call".

27.6.2 A list is to be compiled monthly and tabled at consultative meetings.

27.6.3 The aim of the reporting and recording system for overtime is to provide:

- More flexibility in covering work at depots;
- Increased level of "sharing" of overtime and records, providing opportunity for more equitable rostering of overtime and a record of Employees who decline overtime.

27.7 Travelling Time Whilst Working Overtime

An Employee required to undertake overtime shift duty at a location other than the Employee's home depot will receive travelling time to and from the duty location. The travelling time will stand alone from the overtime shift duty and will be paid in accordance with the Travelling Time Allowance provisions set out at Schedule 2 of this Agreement.

27.8 Guaranteed Fortnight

Except as otherwise provided by this Agreement, Employees will have their payment calculated as for a minimum of eighty (80) hours per fortnight with payment for four (4) hours accruing towards "Block Book Off". In a fortnight where "Block Book Off" occurs, payment will be calculated as for a minimum of forty (40) hours for the week's rostered work and payment for two (2) hours will accrue towards the "Block Book Off".

27.9 For the purpose of computing such minimum time the following time will be excluded:

- Penalties for overtime, Saturday time, Sunday time and public holidays; and
- Time worked and penalties thereon on an overtime shift.
- Namely a shift worked in excess of ten (10) in the fortnightly period.

27.9.1 When time short of the minimum hours per fortnight is caused by a strike of any Employee covered by this Agreement or by the failure of such an Employee to perform any of the useful work allotted to or available for the Employee during the fortnightly period, the requirement of this clause to make a minimum payment for the prescribed hours will not apply. The loss of guarantee will be up to eight hours for each twenty four (24) hour period.

27.9.2 Where, through bona-fide illness or approved absence from duty, time short of the prescribed minimum hours is worked in any fortnight, payment will be granted to such a minimum as would result by deducting eight (8) hours (from the prescribed minimum hours) in respect of each full day such Employee was absent.

27.9.3 Where an Employee is absent from duty, without pay, on account of other than bona-fide illness or approved leave the requirement of this clause to make a minimum payment for the prescribed hours per fortnight will not apply, but such Employee will be granted payment in respect of the time actually worked within the period.

27.10 Minimum Time Allowance

27.10.1 An Employee who is directed to and actually undertakes duty on any day or shift will be paid a minimum of four (4) hours' pay.

27.10.2 Except as otherwise prescribed in this clause, an Employee who is directed to report for duty and upon reporting is not required, will be paid as for two (2) hours and must not be recalled for duty until they have had the prescribed time off work.

27.10.3 An Employee who is booked for duty at a specified time, and whose services cannot be utilised due to circumstances beyond the control of the Company, will be notified that they are not required, by message left at their place of residence or accommodation as agreed, as soon as possible, but at least two (2) hours before the time due to sign on.

27.11 Calling On

Where an Employee booked up for duty is called upon to sign on two (2) hours or more before the time originally booked for duty and is not and cannot reasonably be ready at the altered time, the Employee will not suffer any disability other than waiting for the next available turn of duty.

27.12 Ascertaining Next Days' Duty

27.12.1 Daily rosters will, as far as practicable, be prepared for the information of Employees not later than 2.00pm on weekdays. Friday's roster will include Saturday, Sunday and Monday working.

27.12.2 The coming fortnight's roster will be posted not later than 5.00pm on Tuesday of 'A' week.

27.12.3 Employees completing a shift prior to 2.00pm on weekdays will be advised as far as practicable, prior to ceasing duty, by the representative of the Company or by roster as to what is their next turn of duty.

27.12.4 An Employee working to a regular roster or diagram will be informed of any change in regular duties prior to signing off duty or as soon as practicable after signing off duty.

27.12.5 Any Employees who are not able to ascertain, on ceasing duty at their home depot or temporary home depot, when they will be next required for duty or if an alteration is made after they have been booked off, will be advised by the Company of their next turn of duty.

27.12.6 Any Employee booked off for one (1) day or more without definite instructions as to when next required for duty will be advised by the Company as to when they are to book on for duty.

27.13 Time for Preparation and/or Stabling

27.13.1 The duties to be performed by Suburban Train Drivers in the preparation and/or stabling of railcars will be prescribed in the respective localities or places of the Company.

27.13.2 The times to be allowed for the preparation and/or stabling will be determined from time to time by actual tests.

27.13.3 The RTBU will be notified in all cases where it is proposed to carry out such tests and will be given an opportunity to arrange for an RTBU representative to be present at such tests.

27.13.4 When times have been fixed in accordance with the provisions of this clause such times will remain so long as the duties remain unaltered.

27.13.5 The Company may alter the work to be performed in the preparation and/or stabling of railcars from time to time. In the event of such alterations being made, further tests will be carried out and the revised times will only be altered in accordance with the provisions of this clause.

27.13.6 The times allowed for the preparation and/or stabling at the date of the coming into operation of this Agreement will continue until altered by means of variation of the relevant Rostering Code of Principles.

27.13.7 The Parties agree to the introduction of an additional five (5) minutes of pre-departure preparation time for Suburban Train Drivers operating services from Adelaide Railway Station. Sign on time of fifteen (15) minutes will be allowed at the first portion of a shift being undertaken.

27.14 Set Workings

27.14.1 Suburban Train Drivers may be required to work more than four (4) trains per rostered shift working. An Employee will not normally be required to work more than two (2) trains on the same line without a break when engaged on regular timetabled train services.

27.14.2 In circumstances in which train services are affected by infrastructure works, line closures or special events necessitating the scheduling of services in lieu of normal timetabled services, Employees may be required to complete more than two (2) consecutive trips on the same line, but no more than five (5) such trips without a crib break.

27.15 Work as Directed (WADs)

27.15.1 Suburban Train Drivers rostered to “Work as Directed” (WAD) may be required to perform any duty for which they are trained, in accordance with this Agreement.

27.15.2 An Employee rostered to “Work as Directed” may be contacted by the Company up to twelve (12) hours prior to the commencement of the original start time of the WAD shift. At this time the Company will advise if the shift has been changed. A change to the original rostered WAD shift will only occur once, unless by mutual agreement.

27.15.3 The Company may require an Employee rostered to work a “WAD” to change their start time. This advice will be given as early as possible, but no later than twelve (12) hours before the original start time of the WAD shift.

27.15.4 In the event that a change of shift time would attract penalty payments, outside the aggregate wage, these will be paid for the shift in accordance with the provisions in this Agreement.

27.15.5 WAD shifts will only be converted to shifts that are consistent with the shift pattern for that week. For example, if the WAD is an AM shift, then only shifts from AM lines of work may be assigned and vice versa for PM shifts.

27.15.6 Where required to undertake rostered Work as Directed duty away from an Employee's home depot, payment for travelling time in accordance with this Agreement will apply. The travelling time in this instance will stand alone from the rostered duty shift. The Company may provide transport from the Employee's home depot to the start location where hardship is demonstrated.

27.15.7 Work as Directed duty will be rostered to be performed as near as practicable to an Employee's home depot/home address in order to minimise time and/or distance travelled. Employees based at depots other than Dry Creek and Adelaide will only be assigned shifts within their home depot, or at Dry Creek or Adelaide, unless by agreement.

27.16 Special Events

27.16.1 Special Events definition; New Year's Eve, Clipsal, 00.00 -12.00 hours Anzac Day, Royal Adelaide Show and Christmas Pageant.

27.16.2 A list advising of known special events and the date the roster commences in which they fall will be posted in the roster case at Adelaide Railway Station. The list is to be updated as events become known.

27.16.3 Seven (7) weeks prior to the event, a Special Events Work Request Form will be issued to each Employee.

27.16.4 The Special Events Work Request Form must be forwarded by the Employee to their manager six (6) weeks prior to the commencement date of that roster. On the Special Events Work Request Form the Employee will indicate their preferred working. Options include 'working on rostered day off', 'not working on their rostered day off', 'agreeing to change their rostered day off pattern', and 'preferred shift'.

27.16.5 Tuesday 'A' week, twenty six (26) days prior to the commencement of the roster, the roster will be posted in draft. If a special event falls during the roster additional set workings will also be displayed and known overtime relating to the special event will be rostered.

27.16.6 Tuesday 'A' week, twelve (12) days prior to the commencement of the roster, the roster will be posted.

27.16.7 Employees and managers should note;

- In order for the draft roster to reflect as near as possible to the posted roster, leave must be booked at least six (6) weeks prior to the commencement of the roster.

- Requests for special event rostering cannot be guaranteed.

- Overtime will normally be only rostered up to seven (7) days in advance, except for special events. Overtime rostered for a special event may be "swapped" to another Employee through an exchange of shift.

- Any request to decline special event overtime must be made through the Employee's manager prior to the posting of the roster (twelve (12) days prior to commencement).

27.16.8 By agreement, an Employee's day off pattern may be changed whilst the roster is in draft.

PART 4 – RAIL OPERATIONS SUPPORT EMPLOYEES

28. TYPES OF EMPLOYMENT

28.1 Temporary Employment

28.1.1 An Employee may be engaged on a full-time or part-time basis for a specific period of time or for a project of limited duration, generally for a period not exceeding twelve (12) months.

28.1.2 The details of the specific period of time or project will be set out in writing and retained by the Company, with a copy provided to the Employee.

28.1.3 Service under a contract of employment in accordance with clause 28.1.1 will form part of an Employee's period of continuous service, where such Employee is engaged as a full-time or part-time Employee immediately following such contract of employment.

29. HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

29.1 General Principles

The management and Employees of any business unit will agree to the type and pattern of ordinary hours to be worked in each business unit as detailed in clause 29.2.2. This may include any combination of the type and pattern of hours detailed therein. Agreement to any change to the hours of work or work practices will be reached in accordance with the consultative provisions contained in this Agreement.

29.2 Ordinary Hours of Work

29.2.1 Ordinary hours of work are an average of thirty eight (38) hours per week.

29.2.2 Ordinary hours of work – Shift Workers

a) The ordinary hours of work for full-time shift workers are to be an average of thirty eight (38)per week and must not exceed seventy six(76) hours in fourteen (14) consecutive days. The number of shifts worked will not exceed ten (10) in any fortnight.

b) 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 meal break.

c) The ordinary hours of work prescribed herein must not exceed eight (8) hours on any day inclusive of crib breaks, except where agreement has been reached between the Company and the Employee/s concerned to:

- Work ordinary hours by means of a nineteen (19) day month or;
- Work more ordinary hours on any one shift.

d) Except at the changeover of shifts an Employee will not be required to work more than one shift in twenty four (24) hours.

29.3 Rosters

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

29.4 Rate for Working on Saturday Shift

29.4.1 The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half.

29.4.2 Where a shift falls partly on a Saturday, the shift will be regarded as being worked on the day on which the major portion falls.

29.5 Rate for Working on Sunday and Public Holiday Shift

29.5.1 The rate at which a shift worker is 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.

29.5.2 Where a shift falls partly on a Sunday or public holiday, the shift will be regarded as being worked on the day on which the major portion falls.

29.6 Penalty Rates Not Cumulative

The penalty rates in this sub-clause are in substitution for and not cumulative upon the shift penalty rates prescribed in Schedule 4 of this Agreement.

29.7 Time Off Between Shifts

Where an Employee is rostered for work and such rostered work does not allow a ten (10) hour break before attending the next rostered work, an Employee will be entitled to be absent until the expiry of the ten (10) hour break without deduction of pay for the ordinary time of duty for such absence.

29.8 Shifts Put Back

Where an Employee attends for work as directed and is then informed that they will not be required until a later time on that day, they will be paid an hour's pay for such attendance unless notice that they will not be required has been given at their place of residence at least two (2) hours before the time at which they were required to commence work.

29.9 Block Book Off and Crib Breaks

An Employee employed as a Rail Operations Support Employee in accordance with this Agreement will be entitled to receive Block book off and a paid crib break of twenty five (25) minutes per shift.

29.10 Overtime

29.10.1 Overtime will be defined as follows:

29.10.2 Overtime will be all time worked in excess of eight (8) hours on any one day or shift or in excess of eighty (80)hours per fortnight, whichever is to the Employee's advantage, except where an Employee works a nineteen (19) day month (that is, they accrue a day off), in which case, overtime will be all time worked in excess of the daily ordinary hours of work.

29.10.3 Overtime will be all time worked on a rostered day off, unless agreed that time off in lieu will be taken instead.

29.10.4 Overtime will be calculated in a manner which ever is to the Employee's advantage.

29.11 Requirement to Work Reasonable Overtime

The Company may require any Employee to work reasonable overtime at overtime rates and the Employee must work overtime as required. An Employee will not work overtime unless authorised by the Company. An Employee may, in accordance with the provisions of s62(3) of the FW Act, refuse to work beyond those hours referred to in this clause if they are unreasonable. Section 62(3) of the FW Act sets out the basis upon which additional hours may be determined to be reasonable or unreasonable.

29.12 Rest Breaks

29.12.1 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.

29.12.2 Unless the period of overtime is less than one point five (1.5) hours an Employee, before starting overtime after working ordinary hours, will be allowed a meal break of twenty (20) minutes which will be paid for at ordinary rates. The Company and an 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.

29.13 Overtime Penalty Rates

Except as provided for in clause 29.13.1 and clause 29.13.2, 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, a shift worker will be paid 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:

29.13.1 by arrangement between the Employees themselves; or

29.13.2 for the purpose of effecting the customary rotation of shifts.

29.14 Call Back

29.14.1 An Employee recalled to work overtime after leaving the Company worksite (whether notified before or after leaving worksite, department or section concerned) is to be paid

for a Minimum of three (3) hours' work at the appropriate overtime penalty rate. The Employee will be entitled to be absent for eight (8) consecutive hours without deduction of pay before commencing a succeeding shift.

29.14.2 The On Call provisions set out at Schedule 4 of this Agreement, as they relate to Employees engaged in structured on-call roster arrangements, will not be affected by the operation of this sub- clause.

29.15 Extra Rates Not Cumulative

Extra rates as prescribed by this Agreement are not cumulative so as to exceed the maximum of double the ordinary rates. Overtime will not be paid for twice but will be paid at the rate that is to the Employee's advantage, subject to the exceptions described in this Agreement in respect of Sundays and public holidays and Saturday shifts (as applicable).

29.16 Time Off in Lieu of Overtime

A manager and Employee may agree that an Employee take time off in lieu of overtime payment.

29.17 Meal Breaks – Rail Operations Support Employees

29.17.1 Unpaid Meal Break

An Employee may be required to work for up to five (5) continuous hours on any one portion of duty before being eligible for an unpaid meal break. The time allowed for the unpaid meal break will be agreed between the manager and the Employee, provided that no meal break will be less than thirty minutes nor longer than sixty (60) minutes.

29.17.2 Crib Break

Where an unpaid meal break is not provided, a crib break will be taken in the Company's time and the time allowed will be twenty five (25) minutes.

30. ATTENDING FOR DUTY BUT NOT REQUIRED

An Employee who attends for work and is subsequently told that they are not required will receive payment for the day or shift for which they were rostered, as applicable.

31. SPECIAL LEAVE WITHOUT PAY – RAIL OPERATIONS SUPPORT EMPLOYEES

31.1 Employees may, at the discretion of the Company, be eligible for up to one (1) month's leave without pay for every completed year of service up to a maximum of six (6) months.

31.2 Notwithstanding the provisions of clause 31.1, the Company may grant extended leave without pay where an Employee, through ill health or injury is not allowed, on the basis of medical advice, to perform their substantive duties for a specified period of time.

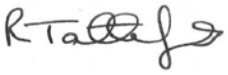
31.3 An Employee granted leave without pay in accordance with clauses 31.1 or 31.2 will not be eligible to accrue any paid leave during such period of absence except as detailed in clause 31.4.

31.4 An Employee who has been absent on leave without pay for more than twenty two (22) working days (Monday to Friday) in one (1) or more periods in any one financial year, other than approved sick

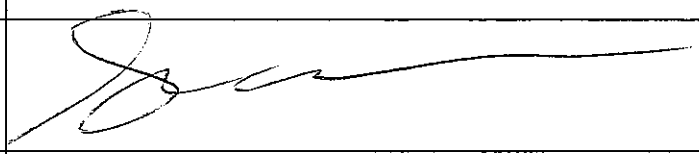
leave without pay, will have their completed months employed adjusted accordingly, so as not to include the period for which they were absent.

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 Drive Dry Creek SA 5094 Australia
Signature:	
Date:	12/08/2024

Signed on behalf of Australian Rail, Tram and Bus Industry Union (**RTBU**):

Name:	LANCE EDWARDS
Position (Authority to Sign):	ACTING BRANCH SECRETARY
Address:	67 LEDGER RD BEUDLE
Signature:	
Date:	21/08/2024

SCHEDULE 1 – WEEKLY WAGE RATES - RAIL OPERATIONS EMPLOYEES

S1.1 Subject to clause 21.15.1 of this Agreement, the weekly wage rates applicable to each classification during the life of this Agreement will be as follows, effective from the first full pay periods on or after the nominated dates:

	From 1 January 2024 – 4%*	**From 1 January 2025 – 4%**	**From 1 January 2026 – 4%**	**From 1 January 2027 – 4%**
Train Driver				
Trainee	$1156.36	$1202.61	$1250.71	$1300.74
Intermediate	$1406.52	$1462.78	$1521.29	$1582.14
Trainee Mainline	$1531.65	$1592.92	$1656.63	$1722.90
Mainline 1st Year	$1633.39	$1698.73	$1766.68	$1837.34
Mainline thereafter	$1667.58	$1734.28	$1803.65	$1875.80
Train Driver				
(Before 13/5/90) Mainline	$1819.11	$1891.87	$1967.54	$2046.25
Train Driver Trainer				
(After 13/5/90)	$1762.98	$1833.50	$1906.84	$1983.11
(Before 13/5/90)	$1921.86	$1998.73	$2078.68	$2161.83
Operations Coordinator				
(After 13/5/90)	$1762.98	$1833.50	$1906.84	$1983.11
(Before 13/5/90)	$1921.99	$1998.87	$2078.83	$2161.98
Senior Driver				
(After 13/5/90)	$1869.69	$1944.48	$2022.26	$2103.15
(Before 13/5/90)	$2038.10	$2119.62	$2204.41	$2292.58
Platform Coordinator				
Trainee	$1165.36	$1211.98	$1260.46	$1310.87
1st Year	$1220.20	$1269.01	$1319.77	$1372.56
After 1st Year	$1233.29	$1282.63	$1333.93	$1387.29
After 2nd Year	$1287.56	$1339.06	$1392.63	$1448.33
Passenger Service Assistant				
Trainee	$1108.41	$1152.75	$1198.86	$1246.81
1st Year	$1286.95	$1338.43	$1391.96	$1447.64
After 1st Year	$1299.48	$1351.46	$1405.52	$1461.74
After 2nd Year	$1312.62	$1365.12	$1419.72	$1476.51
Senior Passenger Service Assistant				
1st Year	$1399.21	$1455.17	$1513.38	$1573.92
After 1st Year	$1412.37	$1468.87	$1527.62	$1588.73
After 2nd Year	$1424.13	$1481.10	$1540.34	$1601.96

**Only Employees who were employed at the time the Agreement commences, or whose employment commences subsequent to the commencement of the Agreement, are entitled to rates provided by the Agreement – i.e. Employees whose employment ended prior to the commencement of the Agreement are not entitled to rates under this Agreement.*

S1.1.1 A Suburban Train Driver Trainee will progress to Suburban Train Driver Intermediate after a six (6) month training period, provided competency standards agreed by the Parties are achieved.

S1.1.2 A Passenger Service Assistant–Trainee will be paid as such for the first three (3) months of employment and progress to Passenger Service Assistant (Prescribed Officer) provided competency standards agreed by the Parties are achieved.

S1.2 Aggregate Wage for Suburban Train Driver Classifications

S.1.2.1 The aggregate wage per week and the aggregate percentage used to calculate such rates will be recalculated by the Company to coincide with each wage increase detailed at clause 21.16.2 and/or the final posting of any major roster change involving Suburban Train Drivers.

1.2.2 The calculations will be provided to the RTBU and its delegates for checking prior to tabling the new rates for Employees.

S1.2.3 The calculation of the aggregate wage will continue to be based on the total number of full-time lines of work available within the Master Roster and the full-time equivalent Employees required to fill that roster.

S1.2.4 In circumstances involving extended line closures associated with works related to electrification of the rail network during the life of this Agreement, the aggregate wage will not be reduced to take account of fluctuations in roster arrangements, as would normally be the case.

S1.2.5 The aggregate wage will not be reduced as a result of the implementation of shift harmonisation.

S1.2.6 The aggregate wage calculation guideline in operation at the date of approval of this Agreement is attached at Schedule 6 – Aggregate Wage Calculation Guidelines.

SCHEDULE 2 – ALLOWANCES APPLICABLE TO RAIL OPERATIONS EMPLOYEES

S2.1 Equipment Allowance

Employees will be paid an annual allowance to cover the cost of equipment utilised in the performance of their duties. This allowance will be adjusted in accordance with the Consumer Price Index (average annual percentage increase – all capitals) for the March quarter of each year of this Agreement.

This allowance will be paid in the last full pay period of each financial year.

CLASSIFICATION	**From March 2024**
Senior Driver	$296.45
Operations Coordinator	$296.45
Suburban Train Driver Mainline	$284.36
Suburban Train Driver Intermediate	$284.36
Suburban Train Driver Trainee	$265.49
Senior Passenger Service Assistant	$202.17
Passenger Service Assistant	$202.17
Platform Coordinator	$136.13

S2.2 Coupling/Uncoupling Allowance

A Platform Coordinator when engaged in coupling/uncoupling 2000/2100 class railcars in the Adelaide Railway Station platforms will be paid a confined space and dirty work allowance as detailed below.

From Commencement	**From 1 January 2025**	**From 1 January 2026**	**From 1 January 2027**
$1.82 per shift	$1.89 per shift	$1.97 per shift	$2.05 per shift

S2.3 Suburban Passenger Service Working Allowance

In addition to the rates of pay prescribed at Schedule 1, Senior Passenger Service Assistants and Passenger Service Assistants will be paid an allowance for suburban passenger service working, adjusted to take account of the requirement to undertake duties on both train services. This allowance has been incorporated into the weekly rate of pay set out for those classifications at Schedule 1 of this Agreement and will no longer be paid separately for those classifications.

The allowance for suburban passenger service working has been incorporated into the weekly rate of pay for Platform Coordinators in addition to that prescribed at Schedule 1 and is no longer be paid separately for Platform Coordinators.

For any other Employee (including a Rail Operations Support Employee) deemed eligible to receive this allowance, the allowance will be:

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$4.68 per shift	$4.87 per shift	$5.06 per shift	$5.26 per shift

Payment of this allowance will be subject to the Employee involved being required to undertake "safe working" activities on suburban train services.

S2.4 Train Operations Employee Training Allowance

When delivering competency based training or assessment of other Employees, the nominated Employee will be paid an allowance as set out below. The delivery of competency based training is defined as formal training and assessment, as distinct from mentoring and coaching.

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$3.79 per hour	$3.94 per hour	$4.09 per shift	$4.26 per shift

S2.5 First Aid Allowance

Employees who have been trained to render first aid and who are the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid a weekly allowance if required by the Company to perform first aid duty.

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$19.61/week	$20.40/week	$21.21/week	$22.06/week

S2.6 Travelling Time Allowance

An Employee required to sign on or off elsewhere than at their home depot will be paid at the ordinary rate for the time reasonably occupied in travelling to and from such place of signing on or off in excess of the time reasonably occupied in travelling between their residence and their home depot, except on Saturdays, Sundays and public holidays when travelling time is payable at time and a half rates. This sub-clause will not apply where the Employee is absent from home depot on expenses.

S2.7 Distance Payment

S2.7.1 A Suburban Train Driver will be paid a minimum of eight (8) hours pay on completion of a distance of two hundred and nine (209) kms in any one shift.

S2.7.2 A Suburban Train Driver will be paid at the rate of time and a half for all time worked after completion of a distance of two hundred and nine (209) kms in any one shift, such time to stand alone and not be included in the computation of overtime.

S2.8 Motor Vehicle Allowance

An Employee who is required and authorised to use their private motor vehicle for operational purposes and does so in accordance with South Australian Government provisions (as amended from time to time), will be reimbursed with the current rates prescribed by the relevant Government administrative instruction (as amended from time to time).

S2.9 Uniforms and Protective Clothing, Equipment and Footwear

An Employee will be reimbursed for the purchase of a uniform and protective clothing, equipment and footwear (as applicable) where the Company has deemed that such items are required for work.

If the Company provides such items, reimbursement will not apply.

Where the Company has deemed that protective footwear is required a footwear reimbursement amount of not less than $105 will be paid on the provision of a receipt. The reimbursement amount will be based on the average value of supplied footwear and reviewed six (6) monthly through the consultative forum.

S2.10 Increments

The remuneration levels applicable to each classification level reflect incremental progression for full-time Employees. Generally, an Employee will be appointed to the 1st increment in the classification range. After twelve (12) months and subsequently thereafter the Employee will progress to the next level in the range for that particular classification, subject to their manager certifying that their performance has been satisfactory during the previous twelve (12) months.

Where an Employee is acting in a higher grade and has performed one thousand and seventy six (1976) culminated hours the Employee will be paid the applicable increment for that role.

Accumulated hours will be taken into account should the Employee be appointed to that higher role.

S2.11 Meal Allowance

Where an Employee is required to work more than two (2) hours overtime on any day and has not been notified on the previous day or earlier of the overtime, a meal allowance prescribed in the table below will be paid.

Where a SPSA cannot be relieved from duties for a meal break during an incident a meal allowance can be paid in accordance with Schedule 2.

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$19.50	$20.28	$21.09	$21.93

S2.12 Senior Passenger Service Assistant Plain Clothes Allowance

Senior Passenger Service Assistants required to undertake approved plain clothes operations will be entitled to claim an allowance for each approved occasion worked.

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$9.76	$10.15	$10.55	$10.97

S2.13 Employees who are required to undertake medical assessments / blood tests to be declared fit for duty in accordance with Rail Safety requirements may choose to do so during non-rostered time. In cases

where the Employee elects to do so they will be paid for actual time involved up to a maximum of two (2) hours at ordinary time rate. Such time shall not be considered a shift or ordinary time in the calculation of overtime.

SCHEDULE 3 - WEEKLY WAGE RATES – RAIL OPERATIONS SUPPORT EMPLOYEES

S3.1 The rates applicable to each classification will be as follows effective from the first full pay period on and from the nominated dates:

	From 1 January 2024 – 4%*	From 1 January 2025 – 4%	From 1 January 2026 – 4%	From 1 January 2027 – 4%
Network Operations Supervisor				
1st Year	$1667.65	$1734.36	$1803.73	$1875.88
After 1st Year	$1706.48	$1774.74	$1845.73	$1919.56
After 2nd Year	$1744.71	$1814.50	$1887.08	$1962.57
Shift Coordinator				
1st Year	$1651.53	$1717.59	$1786.30	$1857.75
After 1st Year	$1690.01	$1757.61	$1827.92	$1901.03
After 2nd Year	$1727.82	$1796.94	$1868.82	$1943.57
Operations Controller				
Trainee	$1683.75	$1751.10	$1821.14	$1893.99
Intermediate	$1877.96	$1953.08	$2031.20	$2112.45
Qualified 1st Year	$2175.61	$2262.63	$2353.14	$2447.26
Qualified After 1st Year	$2242.26	$2331.95	$2425.23	$2522.24
Qualified After 2nd Year	$2309.05	$2401.41	$2497.47	$2597.37
Shift Manager				
1st Year	$2401.54	$2497.60	$2597.50	$2701.40
After 1st Year	$2471.55	$2570.41	$2673.23	$2780.16
After 2nd Year	$2537.93	$2639.45	$2745.03	$2854.83
After 3rd Year	$2606.87	$2711.15	$2819.60	$2932.38
Customer Information and Security Officer	$1573.29	$1636.22	$1701.67	$1769.74
Train Crew Supervisor **	$1870.58	$1945.40	$2023.22	$2104.14

**Only Employees who were employed at the time the Agreement commences, or whose employment commences subsequent to the commencement of the Agreement, are entitled to rates provided by the Agreement – i.e. Employees whose employment ended prior to the commencement of the Agreement are not entitled to rates under this Agreement.*

***Train Crew Supervisors whose employment commences on or after the commencement of this Agreement will be paid in accordance with the applicable rate outlined above. Train Crew Supervisors whose employment commenced prior to the commencement of this Agreement will retain their current rate of pay plus will receive the increases outlined in clause 21.16.2.*

S3.2 Increments

The remuneration levels applicable to each classification level reflect incremental progression for full-time Employees. Generally, an Employee will be appointed to the 1st increment in the classification range. After twelve (12) months and subsequently thereafter the Employee will progress to the next level in the range for that particular classification, subject to their manager certifying that their performance has been satisfactory during the previous twelve (12) months.

Where an Employee is acting in a higher grade and has performed one thousand and seventy six (1976) culminated hours the Employee will be paid the applicable increment for that role.

Accumulated hours will be taken into account should the Employee be appointed to that higher role.

S3.3 Progression for Operations Controllers

After completion of the initial training period, a Trainee Operations Controller will be appointed to the position of Operations Controller (Intermediate). After twelve (12) months as an Operations Controller (Intermediate), having successfully completed all relevant training and having worked competently during that period, the Employee will be appointed as an Operations Controller (Qualified).

S3.4 Minimum Payment

S3.4.1 A full-time Employee who is directed to and actually undertakes work on any day or shift, excluding overtime, will be paid a minimum of seven (7) hours pay at ordinary rate.

S3.4.2 A part-time Employee who is directed to and actually undertakes work on any day or shift, excluding overtime, will be paid a minimum of the ordinary hours that the Employee would have normally worked on that day.

SCHEDULE 4 - ALLOWANCES APPLICABLE TO RAIL OPERATIONS SUPPORT EMPLOYEES

S4.1 On Call Allowance

S4.1.1 For the purposes of this clause, "on-call" means that an Employee has agreed to participate in an approved roster arrangement which ensures that a designated Employee is available to respond to situations which may require a return to duty or perform designated duties at a time or on a day on which that Employee would not normally be required to attend for duty.

S4.1.2 Where an Employee has agreed to participate in an on-call roster arrangement, the Employee will be entitled to payment of the following allowance for each period during which the Employee is rostered to be on-call.

	From Commencement	**From 1 January 2025**	**From 1 January 2026**	**From 1 January 2027**
Monday to Friday inclusive (except Public Holidays)	$37.37 per night	$38.86 per night	$40.42 per night	$42.03 per night
Saturday, Sunday and Public Holidays	$65.45 per night	$68.07 per night	$70.79 per night	$73.62 per night

S4.1.3 An Employee rostered to be on-call on a particular day will not be required to remain at home for the whole of the on-call period. The Employee will, however, remain available to be contacted by telephone and remain in reasonably close proximity to the worksite to which they may be required to return to duty. Details of the Employee's contact telephone number(s) must be provided by the Employee prior to the commencement of the on-call roster period and prior to the Employee leaving their home at any time whilst on-call.

S4.1.4 Where an Employee rostered on-call is recalled to duty or required to undertake duties associated with the role for which they have been nominated, that Employee will, in addition to the allowance specified at S4.1.2, be paid overtime for a minimum of three (3) hours, whether or not the Employee is required to undertake duties for the entirety of that period.

S4.1.5 Details of the range of duties to be attended to whilst on-call and the method of recording incidents requiring the performance of duties or attendance at a nominated worksite will be determined in accordance with business unit requirements.

S4.1.6 An Employee who is recalled for duty will be granted a minimum of ten (10) hours off duty without loss of time before returning to the worksite to undertake normal duties.

S4.2 Travelling Expenses Reimbursements

Employees will be entitled to travelling reimbursements as specified in the Commissioner's Determination 3.2 – Employment Conditions – Remuneration – Allowances and Reimbursements, or its successor/s.

S4.3 Meal Allowance

Where an Employee is required to work more than two (2) hours overtime on any day and has not been notified on the previous day or earlier of the overtime, a meal allowance prescribed in the table below will be paid.

Where a NOS cannot be relieved from duties for a meal break during an incident a meal allowance can be paid in accordance with Schedule 4.

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$19.50	$20.28	$21.09	$21.93

S4.4 Continuous Shift Work Allowance

A Continuous Shift Worker working a night shift (as defined) on any day Monday to Friday except where such day is a Public Holiday, will be entitled to be paid twenty five percent (25%) more than their ordinary rate.

S4.6 Uniforms and Protective Clothing, Equipment and Footwear

An Employee will be reimbursed for the purchase of a uniform and protective clothing, equipment and footwear (as applicable) where the Company has deemed that such items are required for work.

If the Company provides such items, reimbursement will not apply.

Where the Company has deemed that protective footwear is required a footwear reimbursement amount of not less than $105 will be paid on the provision of a receipt. The reimbursement amount will be the averaged value of supplied footwear and be reviewed six (6) monthly through the consultative forum.

S4.7 Rail Operations Support Employee Training Allowance

A Rail Operations Support Employee required to provide structured on-the-job training to Trainee or Intermediate Employees will be entitled to be paid a Training Allowance as set out in the table below on each occasion such training is provided.

From Commencement	From 1 January 2025	From 1 January 2026	From 1 January 2027
$29.11 per shift	$30.27 per shift	$31.48 per shift	$32.74 per shift

S4.8 Network Operations Supervisor Drivers Licence Reimbursement

Network Operations Supervisors will be reimbursed one hundred percent (100%) of the cost of a class C Drivers Licence for a maximum licence period of five (5) years.

An Employee is required to provide the applicable receipt for the cost of the drivers licence to obtain the reimbursement.

Where the remaining licence period of an Employee's Class C Drivers Licence is greater than a year, and the Employee's employment concludes prior to the licence expiring, the Company may deduct

and retain from all final monies owing to the Employee and reimbursed monies for the proportionate remaining period of the licence.

S4.9 Employees who are required to undertake medical assessments / blood tests to be declared fit for duty in accordance with Rail Safety requirements may choose to do so during non-rostered time. In cases where the Employee elects to do so they will be paid for actual time involved up to a maximum of two (2) hours at ordinary time rate. Such time shall not be considered a shift or ordinary time in the calculation of overtime.

SCHEDULE 5 – RAIL OPERATIONS – REDEPLOYMENT, RETRAINING AND REDUNDANCY

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This Schedule operates in conjunction with consultation provisions contained in this Agreement.

During the life of this Agreement, Employees of Keolis Downer Adelaide who are offered an equivalent role with the Rail Commissioner, but who reject that role, will immediately be confirmed as redundant and clause 4 of this Schedule will not apply. Keolis Downer Adelaide will determine the final day of employment, with a minimum notice period as set out in clause 4.6.3(a) of this Schedule, (which Keolis Downer Adelaide may pay in lieu). Employees will be paid redundancy entitlements in accordance with clause 4.7.3(a) of this Schedule on termination.

Objectives

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

The parties acknowledge that:

- Redeployment and retraining is the preferred approach to workforce reductions;
- Forced redundancies should only be used as a last resort;
- With the exception of consultation regarding changes to workforce composition, these arrangements will apply to Employees who, in the event of outsourcing or privatisation of Rail Operations (or part thereof), do not transfer to the new business under Transfer of Business arrangements under the *Fair Work Act 2009* (Cth);
- Where there is a need for genuine redundancies, Employees must be offered a Voluntary Separation Package (**VSPs**); and
- Any reduction in staffing levels should be achieved by:

    1. Restricting the use of temporary contracts, casual employment and external employment (i.e. labour hire and agency);
    2. Natural attrition; and
    3. Voluntary Separation Packages.

The Parties further acknowledge that changes to staffing levels, including the offering of VSPs, has 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 23, Resolving Workplace Concerns or Disputes contained in the Agreement.

Procedure

1. Seriously considering changes to workforce composition

1.1 Notification

1.1.1. When the Rail Commissioner is seriously considering changes to workforce composition, including calling for Employees to express an interest in VSPs or potentially forced redundancies, the public sector agency will notify the affected Employees and the Union in writing of the intention. The notification will include (but not be limited to):

a) The reason the Rail Commissioner is considering changes to workforce composition;

b) The affected work/process/service delivery;

c) The affected department/location/worksite/unit;

d) The number and classifications of positions including (but not limited to) changes in position duties and/or responsibilities/tasks/workload;

e) In the event of privatisation or outsourcing, applicable Transfer of Business arrangements under the *Fair Work Act 2009* (Cth);

f) Any relevant information regarding potential effects of staffing changes on continuing Employees, including changes to existing practices and/or changes that the Rail Commissioner considers necessary;

g) Any known potential redeployment and job vacancy options;

h) Data regarding the use of existing labour hire, temporary and casual Employees and steps taken to reduce the use of labour hire, temporary and casual Employees; and

i) Any other relevant information.

1.1.2. The Rail Commissioner agrees to genuinely consider in good faith any feedback provided by Employees and/or the Union. The Rail Commissioner agrees to take all reasonable steps to mitigate adverse effects such as reducing, where practicable, the use of labour hire, temporary and casual staff.

1.1.3. The Rail Commissioner will provide the Union 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 Rail Commissioner will facilitate reasonable paid time for meeting(s) between employees and the Union.

1.1.5. Where the Union respond to the written notification or requests for further information, the Rail Commissioner will respond within fourteen (14) days or as otherwise agreed.

1.2 Meetings with Union

1.2.1 The Parties agree to meet and seek to reach agreement on the proposed changes to workforce composition, as soon as practicable after step 1.1 has been completed (unless otherwise agreed).

1.2.2 The Rail Commissioner will give genuine consideration to matters raised by the Union 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 23, Resolving Workplace Concerns or Disputes in the Agreement, including by referring the matter to the FWC, noting however that the Commission will not be empowered to make any order having the effect of determining the composition of the workforce.

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

1.3 Identification of new workforce composition

1.3.1 Prior to calling for expressions of interest (EOI), the proposed new workforce composition (i.e. full-time equivalent required to undertake the required duties) must have been identified in accordance with consultative processes set out in 1.1 and 1.2, and following any Transfer of Business arrangements applicable under the *Fair Work Act 2009* (Cth). The Rail Commissioner will then confirm in writing the new workforce composition to the affected Employees and the Union.

1.3.2 An agency cannot use the EOI process to inform/decide what the new workforce/change may be.

1.4 Regional and Remote Localities

In addition to the consultative requirements contained in this Schedule, the following will apply in relation to regional and remote localities:

Where an agency proposes organisational change that will result in an Employee who works/resides in a regional or remote locality in South Australia being declared excess, the Chief Executive, Agency Head or delegate must provide details of the proposed organisation change and affected Employees to the Commissioner for Public Sector Employment prior to the implementation of the relevant organisational change and the declaration of any Employee as excess to requirements.

2. Voluntary Separation Process

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

2.1.1. The Rail Commissioner will only call for EOIs after the number of genuinely redundant positions has been determined in accordance with the consultation requirements outlined above and following any Transfer of Business arrangements applicable under the *Fair Work Act 2009* (Cth), unless otherwise agreed.

2.1.2. The Rail Commissioner will write to Employees (i.e. permanent/ongoing Employees) in work sites affected by the proposed change requesting EOIs for VSPs. The request will, at a minimum, be sent to Employees working in the positions identified as no longer required (i.e. determined to be excess/redundant).

2.1.3. The call for EOIs for VSPs will have a specified closing date and will be open for not less than 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 Union.

2.1.5. Employees may seek assistance from a nominated Human Resource representative to determine an approximate calculation as to what a possible VSP would be without completing an EOI. Such a calculation would only be an approximation and possibly subject to variation.

2.2 Agency considers outcomes of EOI process

2.2.1. As soon as practicable after the EOI period has closed, the Rail Commissioner will consider and consult with the relevant Employees and the Union regarding the outcomes of the EOI process. For the purposes of consultation, the Rail Commissioner will provide the Union in writing the outcomes of the EOI process and provide the Union with a minimum of seven (7) days' notice to respond, prior to any VSP offers being made.

2.2.2. In the event the Rail Commissioner has determined potential VSP offers for affected Employees, if requested, the Parties agree to meet to discuss the proposed VSPs as soon as practicable.

2.2.3. Where a meeting is requested, the Rail Commissioner agrees to delay VSP offers to Employees until after the meeting has occurred.

2.2.4. Where the Union requests further information or seeks a response, the Rail Commissioner will respond as soon as practicable.

2.2.5. The Rail Commissioner agrees to delay VSP offers to employees until seven (7) days after a response is provided to the Union.

2.2.6. In the event that the number of suitable applicants for VSPs is greater than the number of positions identified as "excess" the Rail Commissioner will inform the Union of the selection criteria it will utilise to determine which Employees will be offered VSPs. The criteria may include (but is not limited to):

- The new workforce composition position descriptions;
- Hours of work;
- Skills, experience and qualifications; and
- Any other factors (such as geographical location).

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

2.3.1 In the event the number of EOIs matches the number of identified excess positions, the Rail Commissioner will notify the affected Employees and the Union.

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

2.4.1 Where the number of EOIs is less than the number of identified excess positions, the Rail Commissioner will not unreasonably refuse to offer an Employee a VSP.

2.4.2 In the event the number of EOIs is less than the number of identified excess positions, the Rail Commissioner will move to the steps outlined in 3. Process for Identifying Excess Employees.

2.5 Calculation of a VSP

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

2.6 Employee offered a VSP

2.6.1 Affected Employees will be notified in writing that their EOI for a VSP has been accepted and that they will be paid a lump sum payment of $15,000 plus a VSP as set out in clause 2.5.

2.6.2 The Rail Commissioner must declare that their position is no longer required and therefore "excess" (redundant). Upon receipt of a VSP, their employment in the public sector will cease.

3. Process for identifying excess employees

3.1 Notification to the Union

3.1.1 Where there are insufficient numbers of EOIs to meet the number of excess positions identified in 1.3, the Rail Commissioner will notify the relevant Employees and the Union 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

Prior to notifying affected Employees, per step 3.3, the Rail Commissioner and the Union will meet to discuss the selection criteria to be used for forced redundancies, the proposed time frames and plan for notification and consultation with affected Employees.

3.3 Notification to affected Employees

3.3.1 The Rail Commissioner will inform the affected Employee/s in writing that there were insufficient numbers of EOIs for voluntary redundancies and provide information regarding the number of positions and Employees that will no longer be required. A copy of any correspondence will also be provided to the Union.

This will include all relevant information including, but not limited to, why the position/s have been determined to be genuinely redundant, the number of redundant positions, the application of the above selection criteria, and information regarding the timeline and process.

3.3.2 The Rail Commissioner will notify Employees of their right to be represented by the Union.

3.3.3 The Rail Commissioner will take all possible steps to mitigate the adverse effect on the Employee/s affected, including (but not limited to) consideration of immediate redeployment to a suitable alternative position with the consent of the affected Employee/s.

3.3.4 The Rail Commissioner will organise at least one (1) paid meeting with the affected employee/s to discuss the redundancies. The Union will be invited to attend this meeting.

3.4 Notification to redundant employee(s)

3.4.1 The Rail Commissioner will then notify the redundant Employee/s and the Union that the particular Employees will be made redundant. Prior to notifying a redundant Employee, the Rail Commissioner must declare that the Employee's position is no longer required and therefore "excess" (redundant).

3.4.2 The redundant Employee/s will be notified in writing that their position is "excess" and may elect to consider a VSP or seek redeployment. In this same notification, the Rail Commissioner will provide the Employee with the following:

- The date their position will be made redundant shall be no earlier than twenty eight (28) days from the date the notification is received;

- Information regarding taking a VSP and information regarding the redeployment process. This information will clearly outline what the Employee's entitlement would be if they elect to take a VSP at the date of termination, pursuant to step 2.5 and 2.6.

- That the Employee may request a paid time meeting with the Rail Commissioner to discuss any aspect of the redundancy and/or redeployment process.

- That the Employee is entitled to be represented during the meeting by the Union.

- Should the Employee wish to accept the offer for a VSP at this time, they must do so within the timeframe provided, which must be no less than twenty

eight (28) days. Upon acceptance of the VSP, their employment in the public sector will cease upon receipt of the VSP.

4. Redeployment Process

4.1 Commencement of the Redeployment Process and Case Management

4.1.1 Following receipt of written advice of being declared an excess Employee, where an Employee has elected to become a redeployee (i.e. has decided not to accept an offer for VSP), the redeployee will be assigned a case manager and will participate in the redeployment/retraining program.

4.1.2 A redeployment plan will be established in consultation with the redeployee which aims to identify a suitable alternative ongoing permanent role in the public sector. The plan will also include (but not be limited to):

- details of any training to be provided; and
- skills or duties relevant to a suitable placement and/proposed role.

4.1.3 A copy of the redeployment plan will be provided to the redeployee.

4.1.4 The redeployee's case manager will have priority access to the notice of vacancies and redeployee will also have access to notice of vacancies.

4.1.5 The excess Employee is also expected to cooperate and participate in all reasonable training opportunities or placements.

4.2 Criteria for suitable employment

4.2.1. An ongoing permanent role in any agency in the Public Sector will only be considered suitable for the purposes of redeployment if (unless the Employee otherwise agrees):

a) The hours of work remain the same or similar;

b) The level of remuneration is not less than what the Employee was earning prior to becoming a redeployee;

c) It is a reasonable distance/location from the Employee's residence to the new place of employment;

d) The classification is not lower than the Employee was previously engaged as;

e) The nature of the work is such that it is reasonable to perform, taking into account the Employee's skill and experience;

f) There are no extenuating factors specific to the Employee/worksite that would make it unreasonable for the Employee to perform the ongoing permanent role.

4.2.2. The above criteria does not limit further discussions and agreements between the Employee and their case manager.

4.3 Making of an offer of suitable employment during redeployment program

4.3.1. Within the first six (6) months of an Employee being declared excess, the applicable case managers/agency representatives must attempt to identify at least one role or placement that is a reasonable match with the Employee's skills and capabilities (including with training).

4.3.2. In the event that an offer for an alternative role/position is not made within six (6) months of the Employee being declared excess, the case manager must meet with the Employee and their representative (if applicable) to discuss and review the Employees redeployment plan.

4.3.3. The outcomes of these discussions and the action plan for next steps must be provided in writing to the Employee and a copy forwarded to the Office for the Public Sector (OPS).

4.3.4. In the event an offer for a suitable ongoing permanent role has not been identified and made within nine (9) months from the date of them being declared excess, the relevant agency must notify OPS.

4.3.5. The Rail Commissioner will discuss with the Employee (and the Union) any reasons that an alternative role has not been achieved. At this stage the CPSE or representative from the OPS will become involved in order to review the process and options available for redeployment.

4.3.6. In the event that an offer of suitable employment has not been identified and made within twelve (12) months of the Employee being declared excess, the agency, the CPSE or representative from OPS, and the Employee (and Union) will meet to discuss the outcome of the redeployment/retraining program. The parties will discuss:

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

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

4.3.8. Where any issues remain unresolved, either party may utilise Clause 23, Resolving Workplace Concerns or Disputes in the Agreement.

4.4 Notification of a suitable ongoing permanent role

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

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

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

4.5 Deferment of redeployment program

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

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

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

4.6 Conclusion of the Redeployment Process

4.6.1 The redeployment process will end only when the following criteria has been satisfied:

a) The Employee has accepted employment in an ongoing role; or

b) For an Employee whose position has been determined to be excess as a result of the Rail Commissioner's decision to privatise, outsource, contract out or the closure/part closure of a service(s) and that Employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment;

c) The Rail Commissioner and Employee (and union if requested by the Employee) have negotiated, been offered and accepted an additional separation payment;

d) For Employees other than those in 4.6.1(b), the process set out in 4.3 is completed; or

e) The Employee has at any stage elected to take a VSP, in accordance with step 4.7.

4.6.2 Where the redeployment process ends, the Rail Commissioner will confirm in writing to the Employee the outcome of that process.

4.6.3 Where an Employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment or the redeployment process set out in clause 4.3 is completed, the following will apply:

a) The Employee will be provided in writing a minimum of five (5) weeks' notice of the date of separation.

b) During the notice period, the Rail Commissioner agrees to allow a minimum of one day of paid leave each week to job seek.

c) During the notice period, the Employee may give notice of their intention to resign their employment with twenty four (24) hours' notice and be paid the balance of the notice period.

d) A separation payment the equivalent of that provided in clause 4.7.3 will be paid to the Employee at the separation date of their employment.

4.7 Separation Payments

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

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

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

a) An Employee who has been a redeployee for between 0 to 3 months is entitled to receive redundancy pay equal to one hundred percent (100%) of the VSP prescribed in clause 2.5 plus a lump sum payment of $15,000; or

b) An Employee who has been a redeployee for more than 3 months and up to 12 months is entitled to receive redundancy pay equal to one hundred percent (100%) of the VSP prescribed in clause 2.5; or

c) An Employee who has been a redeployee for more than 12 months is entitled to receive redundancy pay equal to seventy five percent (75%) the VSP prescribed in clause 2.5.

5. Disputes

5.1. Where a dispute arises in relation to the operation of this Schedule, the Parties may raise a dispute in accordance with Clause 23, Resolving Workplace Concerns or Disputes of the Agreement.

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

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

Review

The Rail Commissioner and the RTBU will review the implementation of this process (i.e. Schedule 5) no earlier than January 2019.

“Declared excess” means the date of written notice to the Employee that their position is no longer required.

SCHEDULE 6 – RAIL OPERATIONS – AGGREGATE WAGE CALCULATION GUIDELINES

RAIL SERVICES WORK INSTRUCTION			
AGGREGATE WAGE CALCULATION GUIDELINES			DOC. NO. WI-RS-1003
ISSUE: 1	REV:	DATE: 19/05/03	

1.0 PURPOSE

The purpose of this document is to describe the process of calculating the Aggregate Wage for TransAdelaide Suburban Train Drivers, using a set of Excel spreadsheets which automate the process as much as possible.

The provisions of:

- the TransAdelaide Suburban Train Driver Aggregate Wage Work Instructions dated 26 April 1991; and

  TransAdelaide Rail Operations Certified Agreement 1997 provisions pertaining to the Aggregate Wage; will no longer continue to apply.

This Instruction and Appendices should be read and interpreted wholly in conjunction with the Rail Industry (TransAdelaide) Award 2002 and the TransAdelaide Train Operations Certified Agreement 2005 Clause 9.

The following changes to the calculation of the Aggregate Wage are noted:

- Off-setting provisions no longer apply;
- The cost of shifts will be calculated in accordance with where the major portion falls; and
- A weighted average will be used to calculate a combined Wage across all Depots for Suburban Train Drivers, Mainline.

The calculation of the cost of shifts (ie on the basis of where the major portion of a shift falls) will, without precedent, apply to the calculation of the Aggregate Wage, and any payments to Suburban Train Drivers made outside of the Aggregate, excluding New Years Eve and all night services.

The format of the spreadsheets is as similar to the methodology that has been used since 1997 as possible.

2.0 REFERENCES

System Procedure SP-RS-401

Rail Industry (TransAdelaide) Award 2002, Part 6
TransAdelaide Train Operations Certified Agreement 2005

3.0 DEFINITIONS

Clause 33.2 Aggregate Wage

So far as normal rostered work is concerned the Parties to this Part of this Award may agree to apply the penalties and allowances provided for Saturday and Sunday time, overtime, shift work, broken shifts, distance payment and annual leave loading (built into the base rate) on an averaging basis and this arrangement will be referred to as the "Aggregate Wage".

4.0 PROCESS

The Aggregate Wage is calculated by TransAdelaide and forwarded to the ARTBIU for agreement, prior to implementation. The Aggregate Wage should be recalculated to support major roster changes, wage changes, or shift penalty rate changes.

The following classifications are covered by an Aggregate Wage: -

- Suburban Train Driver, Trainee Intermediate (paid Intermediate Aggregate);
- Suburban Train Driver, Intermediate;
- Suburban Train Driver, Trainee Mainline (paid Mainline Aggregate);
- Suburban Train Driver, Mainline;
- Suburban Train Driver, Trainer Driver (paid Mainline Aggregate);
- Suburban Train Driver, Operations Coordinator;
- Suburban Train Driver, Senior Driver.

The method of calculating the Aggregate Wage recently changed after 2001 when offsetting for overtime was abolished through enterprise bargaining for the life of the current Certified Agreement. These Work Instructions include further agreed changes between the parties affective 1 July 2003.

A new aggregate will be calculated by the Operations Planning Coordinator either:

- at the end of a consultation period for a major roster change

- on written advice from HR that award allowances have changed; or
- for Certified Agreement increases.

A copy of the aggregate calculations will be sent electronically to HR.

HR will prepare a covering letter (refer Appendix 1) to the ARTBIU and submit a hard copy of the calculations to the Branch Secretary and Sub-Divisional Secretary of the ARTBIU.

If no response is provided by the ARTBIU within 7 calendar days, then the new aggregate rate will be implemented unless agreed otherwise by TransAdelaide and the ARTBIU. HR will advise payrolls in writing (refer Appendix 2) to implement the new aggregate rate and the date of affect.

RECORDING SCHEDULE DETAILS

There will be one workbook for each group of Drivers. So far there are four covering Suburban Train Drivers Intermediate, Mainline, Senior Drivers and Operations Coordinators. These are named eg: -

- **Agg Wage Classfn__1 July 2003 Template.xls**

Completed sheets have the name format:

- **Agg Wage Classfn__ Date.xls**

In each workbook there is at least one sheet named **"Sets and Calculations – Name of Depot"** which is divided up into the following areas:

- Monday – Friday shifts
- Mon – Thursday shifts
- Friday Only shifts
- Saturday shifts
- Sunday shifts
- Calculation of hours payable
- Aggregate Wage Calculations

Please note the sheets labeled by day type may be subject to change given the operational requirements of TransAdelaide (ie Thurs Only shifts)

The first step in the calculation of the Aggregate Wage, after the finalisation of the schedules to be worked, is to enter the schedule number, sign on/off time and the time the schedule would reach 209 kms into the appropriate day type area of the spreadsheet.

(NB: for finishing times after midnight, and thetimeatwhich209kmisreached (see under Distance Penalty below) you must use the format, eg., 25:00 for 1:00 am, not 01:00, otherwise Excel will treat the finishing time as earlier than the start time and chaos will ensue!)

CALCULATION OF PENALTIES PAYABLE

The penalties payable for each schedule are:

Distance penalty
Broken Shift penalty
AM, PM and Night Shift
Late Book Off
Saturday time
Sunday time

Distance Penalty –Clause 33 of the Award

The information that must be researched, calculated manually and then entered into the spreadsheet is the time the Suburban Train Driver reaches 209 kilometres within that shift. The distance penalty is payable for all time worked on that shift after the Suburban Train Driver reaches 209 kilometres. Payments are made by the minute.

Distance penalty is a penalty payment (not overtime) and is an additional 1.5T after 209 km have been travelled.

Example
If the shift sign-off is at 12:53 hours, the shift is 475 minutes in duration and 209 kilometres is reached at 12:39 hours, 8 hours is paid for that portion of the shift and distance penalty is payable on 14 minutes @ 1.5T, or twenty one minutes.

Note: In respect of calculating Distance Payments and overtime, Award Clause 15.8 - Extra Rates Not Cumulative applies ie payment cannot exceed double time except in certain circumstances on a public holiday. Penalties on a Saturday, Sunday and Public Holiday are payable on the 'makeup' component ie that portion of the shift from when distance of 209 km is reached to 8 hours.

Refer Appendix 3 for examples of Distance Payment application.

The Parties agree that Distance Payments will be paid in accordance with the Private Arbitration Decisions before Commissioner Dangerfield dated 4 February 2003 and 17 June 2003.

Broken Shift Penalty – 34.3 of the Award.

Broken shifts can only occur on weekdays which are not Public Holidays, and penalties apply at two rates:

- Time-and-a-half for time worked between a spread of 9 ½ and 10 ½ hours;
- Double time for time worked with a spread of greater than 10 ½ hours.

Example

If the shift sign-on is at 06:32 hours and sign-off is at 18:28 hours, it has a spread of 11 hours and 56 minutes. There are 60 minutes worked within a spread of 9½ and 10½ hours. The applicable broken shift penalty equals 60 minutes X .5T.
In Addition
In this example there are also 86 minutes worked outside the 10½ hours spread. The applicable broken shift penalty is an additional 86 minutes X 1T.

Weekday Shift Allowances –Clause 33.6 of the Award

There are four shift allowances payable on weekdays. These are: -

- **"Early morning shift"** – a shift commencing at or between 04:00 and 05:30 hours;
- **"Afternoon shift"** – a shift commencing before 18:00 hours and finishes at or after 18:30 hours;
- **"Night shift"** – a shift commencing at or between 18:00 hours and 03:59 hours;
- **"Late night loading"** or **"Late Book Off"** – a shift in which sign-on or sign-off is at or between 01:01 and 03:59 hours.

The early morning, afternoon and night shift allowances are payable in accordance with the following conditions: -

- allowances are paid by the hour;
- allowances are paid for all paid time on duty not subject to overtime penalty;
- allowances are paid on days other than a Saturday, Sunday or Public Holiday;

- broken parts of less than 30 minutes will be disregarded and 30 minutes to 59 minutes will be paid as for an hour.
- Not payable on broken shifts

The late night loading is paid once for those shifts that meet the criteria specified. The additional penalty is paid even when sign-off occurs while the employee is actually on overtime (but not an overtime shift).

Examples

If the shift sign-on is at 04:48 hours and the shift is 517 minutes in duration, the early morning shift allowance is paid on eight hours. The 37 minutes in excess of 480 minutes do not attract the early morning shift allowance, as they are payable on overtime.

If a shift sign-on is at 17:01 and the shift is 464 minutes in duration, the afternoon shift allowance is paid on eight hours and recorded in the column "Afternoon shift (hours)".

Saturday and Sunday Time - Clause 33.5 of the Award, and Public Holiday Allowances –Clause 16.6 of the Award.

The allowances are paid in minutes, in accordance with where the major portion of the shift falls, and they are: -

- **"Saturday Time"** – 1.5T (ie .5T in addition to the normal wage);
- **"Sunday Time"** – 2T (ie 1T in addition to the normal wage);
- **"Public Holiday Time"** – Public Holiday shifts are not included in the Aggregate Wage calculations.

CALCULATION OF OVERTIME

Rostered Overtime

Rostered Overtime (ie not overtime shifts) is paid by the minute for all time in each shift in excess of 480 minutes at the rate of 1.5T extra for the first three hours and 2T extra thereafter. (Currently, all rostered OT on each shift is less than 3 hours, so in effect all rostered OT is paid at 1.5T (ie .5T extra). Except Sunday which is paid at 2T (ie 1T extra).

CALCULATION OF AGGREGATE WAGE FOR EACH DEPOT / CLASSIFICATION

Calculating Total Penalties Payable

For each of the different penalty and overtime calculations, Excel converts the shift payments to a weekly figure by multiplying the daily figure by the appropriate number of shifts, ie.

- For Monday to Friday shifts – the number is five – there being five of those day types in a week;
- For Monday to Thursday shifts – the number is four;
- Friday only, Saturday and Sunday shifts – the number is one.

Excel automatically sums the various penalty and overtime payments in the area of the Sets and Calculation sheet called "Total Payable In Hours Per Week For Depot(s)" in hours payable each week. Each type is multiplied by its appropriate rate taken from the "Control Sheet" in each workbook. (This means that if there is a change to those rates, only the control sheet need be changed, and the actual cost will be done automatically.)

Excel also automatically gives a total dollar figure for the week for that depot. That figure then needs to be divided by the number of lines of work to get an average cost per line of work.

Determining the Number of Lines of Work

This is done by counting the number of shifts for each day type as in the following example:

Example

Number of sets:	**Per day**	**Per week**
Monday to Friday	33	x 5 = 165
Monday to Thursday	2	x 4 = 8
Friday only	2	x 1 = 2
Saturday	15	x 1 = 15
Sunday	14	x 1 = 14
Total		204

Number of lines:
= Number of sets ÷ 5 (the number of days Drivers are rostered each week)
= 204 ÷ 5
= 40.8

The total cost of penalties is divided by the number of lines of work to establish the dollar value of penalties per line of work per week.

AGGREGATE CALCULATION

The total cost of weekly penalties then needs to be incorporated in the following formula to calculate the Aggregate Wage:

Example

45 weeks x (base rate + penalties per week)

\+ 7 weeks (5 weeks A/L and 2 weeks LSL) x base rate

= Total earnings per annum

÷ 52 weeks

x 100

÷ base rate

= Aggregate percentage

Therefore;

45 weeks x ($ 780.50 + $ 181.45)		=	$ 43,287.75
\+	7 weeks x $ 780.50	=	$ 5,463.50
=	Total earnings per annum	=	$ 48,751.25
÷	52 weeks	=	$ 937.52
x	100	=	$ 93,752.40
÷	base rate ($ 780.50)	=	120.12%
Aggregate percentage		**=**	**20.12%**

FINAL CALCULATION

For the Suburban Train Drivers, Intermediate, Operations Co-ordinators and Senior Drivers, the Aggregate Wage is automatically transposed onto the Control Sheet, and that is the final figure.

For the Suburban Train Drivers, Mainline, a combined Aggregate wage is calculated by using a weighted average of the Aggregate Wage rates from the four Depots (Adelaide, Belair, Gawler and Port Stanvac). Each figure is weighted by the number of lines of work at that depot using the formula:

(Agg Wage-Adelaide x no. of lines at Adelaide) + (Agg Wage-Belair x no. of lines at Belair) + (Agg Wage-Gawler x no. of lines at Gawler) + (Agg Wage-Pt Stanvac x no. of lines at Pt Stanvac) all divided by the total number of lines on the roster for all depots.

The result becomes the Aggregate Wage paid to all Suburban Train Drivers, Mainline, regardless of their depot.

OTHER MATTERS

The Parties agree to table future amendments to the Aggregate Wage Calculation through the Enterprise Bargaining process and any agreed amendments will be documented in these Instructions.

APPENDIX 1

[date]

Mr R Hancox
Branch Secretary
Australian Rail Tram & Bus Industry Union
2nd Floor, Trades Hall,
11 – 16 South Terrace
ADELAIDE SA 5000

Dear Ray

RE: Aggregate recalculations

Please find attached calculations for the Instructor Drivers, Operations Coordinators, Intermediate drivers and Mainline drivers Aggregate Wage Rates as a result of a major roster change. The calculations are summarised as follows:

Classification	**Effective Date (first full pay period on or after)**	**Weekly rate**	**Aggregate Percentage**
Operations Coordinators (7's)	1 July 2003	$1,120.37	123.02%
Intermediate Drivers (3's)	1 July 2003	$841.16	114.71%
Instructor Drivers (Senior Drivers)	1 July 2003	$1,076.84	111.49%
Mainline Drivers (5's)	1 July 2003	$1045.40	121.36%

We seek confirmation from your office that the attached calculations are correct. Could you please provide your response to all by [7 days from date of letter].

Please direct any queries to me on telephone 8218 2284.

Yours sincerely

[name]
[title]

i) Copy: Train Operations Manager
ii) Copy: Sub-Divisional Secretary, ARTBIU

APPENDIX 2

Payroll Supervisor [date]

Employee Relations

Aggregate Rates – Suburban Train Drivers

As a result of the introduction of the new Suburban Train Driver (STD) roster, effective from the beginning of the pay period ending [date], the aggregate rates have been recalculated to reflect the work value of the rosters.

Accordingly, in line with our discussion earlier this week I ask that you update the payroll system to effect payment of the following rates:

Section 1.02 Classification	**Aggregate %**	**Weekly Agg. Rate**
Suburban Train Driver Intermediate	15.91%	$ 747.70
Suburban Train Driver Mainline	18.86%	$

900.65 (The base award weekly rate has not changed.)

If you have any questions please contact me on [telephone].

[name
]
[title]

Copy: Train Operations Manager

APPENDIX 3

Distance Payment Calculation Examples

Monday to Friday

(i)

Example (A) -/----------/----------/-----/

6 8 9 hours worked
209 km

Payment is 8 hours pay
1 hour's overtime from the 8th to the 9th hour = (additional) 1.5
Time and a half distance payments from the 6th to the 8th hour = 3 hours
Time and a half distance payments from the 8th to the 9th hour = .5 hours (combined with OT for a Max of X2)

(NB Makeup for hitting distance at 6 hours = 2)

Total: 13 hours.

(ii)

Example (B) - /----------/----------/

6 7
209 km

Payment is 8 hours pay
Time and a half distance payments from the 6th to the 7th hour =1.5

Total: 9.5 hours.

(iii)

Example (C) - /----------/----------/

6 8
209 km

Payment is 8 hours pay
Time and a half distance payments from the 6th to the 8th hour = 3

Total: 11 hours.

Saturday

(iv)

Example (D) - /----------/----------/-----/

6 8 9 hours worked
209 km

Payment is 8 hours
Saturday penalty on 8 hours = 4
1 hour's overtime from the 8th to the 9th hour = 1.5
Time and a half distance payments for the 6th to the 8th hours = 3
Time and a half distance payments for the 8th to the 9th hours =.5 (combined with OT for a max X2)
Saturday penalty for the 6th to the 8th hours = 1

Total: 18 hours.

Sunday

(v)

Example (E) - /----------/----------/-----/

6 8 9 hours worked
209 km

Payment is 8 hours
Sunday penalty on 8 hours =8
1 hour's overtime from the 8th to the 9th hour = 2
Sunday penalty on the 6th to the 8th hours = 2

Time and a half distance payments from the 6th to the 8th hour = 2 (combined with Sunday Penalty for a max. of X2.)
Time and a half distance payments from the 8th to the 9th hour = 0 (combined with Sunday OT for a max. of X2.)

Total: 22 hours.

Broken Shift

(vii)

Example (G) - /----------/----------/--------/----------/

6 am 10 am 2 pm 5 pm 6 pm
209 km

Payment is 8 hours

SCHEDULE 7 – RAIL OPERATIONS – INJURY AND INCOME PROTECTION PRINCIPLES

1. The Parties agree that a return to work within the meaning of the *Return to Work Act 2014* (SA) (**RTW Act**) is always the objective in the case of any work injury, and that the RTBU will reasonably support and cooperate in the pursuit of this objective as required by the RTW Act and these Principles.

2. Those Employees who are injured on or after 1 July 2015, in circumstances where the Employee:

   a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained where they were at work or lawfully exercising their duties; and

   b) the injury –

      i. resulted from conduct directed at the Employee that constitutes a criminal offence; or

      ii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or

      iii. occurred in other circumstances where the Employee 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 RTW Act; and

   d) has had their individual entitlements exhausted pursuant to the RTW Act; and

   e) has not been assessed as having a thirty percent (30%) or more Whole Person Impairment (WPI);

   f) and has not made a return to work within the meaning of the RTW Act, will be provided on the following basis:

   2.1 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 still to be covered by the Company); or

   2.2 A redemption of medical expenses referred to in 2.1.

   2.3 In the case of financial support:

   a) a top-up payment to achieve eighty percent (80%) notional weekly earnings or eight percent (80%) of the difference between actual earnings and notional weekly earning until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* (SA) (**WRC Act1986**); or

   b) a redemption of 2.3(a).

3. Those Employees who were injured prior to 1 July 2015 in circumstances described in 2 (a) and (b) and who:

a) have an accepted claim pursuant to the WRC Act 1986/RTW Act; and

b) have had their individual entitlements exhausted pursuant to the RTW Act; and

c) have not been assessed as having a thirty percent (30%) or more WPI; and

d) have not made a return to work within the meaning of the RTW Act, will be provided on the following basis:

3.1 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 still to be covered by the Company); or

3.2 A redemption of medical expenses referred to in 3.1.

3.3 In the case of financial support:

a) a top-up payment to achieve eighty percent (80%) notional weekly earning or eighty percent (80%) of the difference between actual earnings and notional weekly earning until retirement or return to work, subject to a work capacity review as per the WRC Act 1986, or

b) a redemption of 3.3 (a); or

c) payment of an amount equivalent to the payment to which the Employee would have been entitled to under section 39 of the RTW Act had their compensable injury occurred after 1 July 2015.

SCHEDULE 8 – RAIL OPERATIONS – SPECIAL LEAVE

1. Special leave with or without pay

1.1 An Employee can apply for special leave with or without pay which forms part of the fifteen (15) days special leave with pay per service year.

1.2 The Employer may grant special leave with and without pay in accordance with this clause. This includes special leave with or without pay as it relates to:

1.2.1 Bereavement leave

i. An Employee (other than a casual Employee), on the death of a:

a) Spouse (including a de facto spouse or a former spouse or de facto spouse);

b) parent;

c) parent-in-law;

d) sister or brother;

e) child or step-child;

f) household member;

g) grandparent;

h) grandchild;

is entitled, on notice to their manager, to special leave with pay for two (2) ordinary days' work. Proof of death must be furnished by the Employee to the satisfaction of the Company, if requested. Whilst the Company needs to be satisfied that there is justification for granting such leave, such requests should be treated with respect and acknowledgement of the Employee's circumstances.

ii. (ii) Additional leave in the form of recreation leave, long service leave, special leave with or without pay or the like may be approved by agreement with the Company subject to the circumstances and requirements of the Employee. Should additional special leave with pay be approved, the additional leave forms part of the fifteen (15) days special leave with pay per service year.

1.2.2 Trauma Leave

Employees who are involved in a workplace or network incident resulting in a fatality or critical injury to a passenger or pedestrian, an assault or threatened assault, or a serious near miss incident, are entitled to access Special Leave.

1.2.3 Urgent Pressing Necessity

i. Special leave with pay may be granted for urgent and pressing necessity (including a traumatic event) to enable an Employee to be absent due to a matter of pressing or urgent necessity that requires the personal attention of the Employee and cannot reasonably be attended to by the Employee outside the Employee's hours of duty. Such absences may be due to but not limited to situations involving family members.

ii. The criteria for approving such leave is that the Company must be satisfied that it is not practicable or reasonable for alternative arrangements to be made. Further, the Company may have regard to available options to plan for the absence and to use alternate leave arrangements including IFA's This leave forms part of the fifteen (15) days special leave with pay per service year.

1.2.4 Individual Needs and Responsibilities

This category provides for the Company to consider applications for special leave with pay that cover absences limited to compassionate reasons, cultural and community responsibilities and domestic relocation arrangements. The leave covered by this category forms part of the fifteen (15) days special leave with pay per service year and is detailed below.

i. Access to up to fifteen (15) days of special leave may be granted to Employees for cultural leave and community responsibilities including fulfilling community, ceremonial, family, funeral and/or cultural obligations. Additional leave in the form of recreation leave, long service leave or the like may be approved by agreement with the Company to the circumstances and requirements of the Employee.

ii. Moving House – one (1) day per every three (3) years only. This leave is available where an Employee changes residence for personal reasons. If more than one family member is employed by the Company only one member is to be granted leave on account of a removal. The Company should be satisfied that the removal will require the Employee's absence for the greater part of a working day.

iii. Care of a Sick Child who is a Dependent– up to three (3) days in a service year.

a) An Employee may make an application for special leave with pay for this purpose and may be granted for up to three (3) days in a service year. The Company should be satisfied that it is not practical or reasonable for alternative arrangements to be made. One day's special leave with pay may be granted in cases where a suitable alternative does exist, but it would not be reasonable or practicable to expect it to be immediately available.

b) South Australian Industrial Relations Commission decision 1591/1996 regarding an Application to Vary the Department for Education and Children's Services Enterprise Agreement 1996 provides further explanation on when an Employee is able to make an application for special leave with pay in order to care for a sick child who is a dependent. It provides that there is no requirement to use Personal Leave to care for a sick child prior to accessing this type of leave. Such leave is not accumulative from year to year and does not reduce the entitlement to any other form of leave.

c) A sick child means a child who needs direct care and support due to injury or illness. Note: an Employee is able to make an application for special leave with pay to care for family member (other than for a dependent child) via "urgent pressing necessity" provisions.

1.2.5 Participation as an Elite athlete

i. Elite athletes may be granted special leave with pay, including up to two (2) days travel time, if the Employee;

a) will compete at an Olympic, Paralympics or Commonwealth games in an eligible sport; or

b) is ranked in the top ten in the world in the in an eligible sport; or

c) is a member of a national or South Australian state team/squad of an eligible sport; or

d) is a coach, official and non-officiating participant in relation to an eligible sport.

ii. The relevant sports organisations which determine the range of eligible sports for which elite athletes may be granted special leave with pay comprise those sports listed on the program for the next Olympic, Paralympics, Commonwealth games or their successors and will only be altered in conjunction with any changes made by the respective Games Associations. Current details for the appropriate National or State sports organisation are available from the South Australian Sports Institute or its successor.

iii. The Company may approve special leave with pay to elite athletes if they meet the criteria above for the period of peak official competition attendance plus up to two (2) days travelling time for each such attendance. They may also approve up to the equivalent of ten (10) working days special leave with pay per service year for official Commonwealth, Paralympics or Olympic games (or their successors) lead up camps. The Company also has the discretion to provide support for other training or competitive events by approving additional special leave with or without pay.

iv. The Company may also approve special leave with pay for coaches, officials and non-officiating participants as follows:

a) head coaches, who are entitled to the same entitlements as elite athletes.

b) assistant coaches, umpires, referees and team managers, who are eligible for leave to attend a peak official national or international sporting competition in an eligible sport; plus, up to two (2) days travelling time for each such attendance. No other special leave with pay is available; and/or

c) escorts for disabled athletes who meet the above criteria for elite athletes who are entitled to the same entitlements as those elite athletes.

v. Applications for special leave with pay must be accompanied by a copy of the official advice from the appropriate Australian (or if appropriate South Australian) body to the Employee about the Employee's selection as an Australian (or if appropriate South Australian) representative and a copy of the official itinerary or details of the training camps.

vi. Applications for special leave with pay will be required to meet the relevant criteria as listed above. If special leave with pay is requested and the criteria are not met, then the Company may consider granting special leave without pay, recreation leave, long service leave, or retention leave, or allowing the Employee to use IFA's.

vii. In addition, the Company could consider the granting of special leave with pay for individual needs and responsibilities.

1.2.6 The Company may approve periods of special leave with or without pay following a period of compassionate leave.

1.2.7 Access to personal leave does not limit an Employee's right to apply for special leave with or without pay.

1.2.8 This clause cannot provide entitlements to Rail Operations Employees below those provided in the NES or in other clauses of this Agreement.

2. Family and Domestic Violence

2.1 For the purpose of this clause, family and domestic violence is defined as abusive behaviours by one person against another, within an intimate relationship such as marriage, domestic partnerships, cohabitation, dating or within a family including across generations. To avoid doubt, this definition includes behaviour that:

a) is physically or sexually abusive; or

b) is emotionally or socially abusive; or

c) is economically abusive; or

d) is threatening or intimidating; or

e) is depriving or creates property damage (including pets and other animals).

2.2 Family and Domestic Violence Leave

2.2.1 An Employee experiencing family and domestic violence is entitled to fifteen (15) days per year of paid family and domestic violence leave for the purpose of:

a) attending legal proceedings, court appearances counselling, appointments with a medical or legal practitioner;

b) relocation or making other safety arrangements; or

c) other activities associated with the experience of family and domestic violence.

2.2.2 In addition, an Employee who provides support to a person experiencing family and domestic violence may apply for urgent and pressing necessity.

2.2.3 This leave will be in addition to existing leave entitlements, including special leave with pay and may be taken as consecutive or single days or as a fraction of a day.

2.2.4 Upon exhaustion of the leave entitlement in clause 2.2.1, Employees may request other forms of leave available including but not limited to additional special leave with pay available under urgent pressing necessity.

2.3 Notice and Evidentiary Requirements

2.3.1 The Employee shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause.

2.3.2 If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 2.2. Such evidence may include a document issued by:

a) the police;

b) a court;

c) a registered medical practitioner or registered nurse;

d) a counsellor trained in providing support to people experiencing the effects of domestic/family violence;

e) an employee assistance program; or

f) a family violence support service.

2.3.3 The Company must ensure that any personal information provided by the Employee to the Company concerning an Employee's experience of family and domestic violence is kept confidential. In order to maintain confidentiality, the leave may be requested, approved and recorded in such circumstances as 'urgent pressing necessity'.

2.4 Individual Support

2.4.1 The Company may approve appropriate flexible work arrangements including:

a) a temporary change to a work location;

b) change in work pattern or part time work arrangements; and/or

c) a change to the Employee work phone and email address.

2.4.2 An Employee that discloses to the Company that they are experiencing domestic violence will be offered:

a) access to the Employee Assistance Program; and

b) regular check ins from the Company following the disclosure meeting.

2.5 Workplace Safety

2.5.1 The Company will consult their domestic violence workplace risk plan (or equivalent documentation) to assess the risk to the Employee, other staff and the workplace.

2.5.2 The Company can initiate security arrangements such as escorting the Employee to and from their car before and after work or the use of cab charges to ensure the safety of an Employee arriving or leaving the workplace.

2.5.3 Where an abusive person attends at the Employee's workplace or otherwise threatens or harasses an Employee at the workplace, the appropriate authorities should be advised immediately.

3. Emergency Services and Defence Force Leave

3.1 An Employee can apply for special leave with pay for emergency services including community service, as follows:

a) fifteen (15) days special leave with pay per service year.

3.1.1 Special leave covered by this category forms part of the fifteen (15) days special leave with pay per service year as per clause 1.1.

3.2 Emergency services including community service

The Company is encouraged to grant special leave with pay to an Employee to undertake duties as a volunteer member of an emergency service or community organisation, such as:

a) St John Ambulance Australia; (b) SA Ambulance Service;

b) State Emergency Service South Australia; (d) Country Fire Service; or

c) their successors.

3.2.1 Employees engaged in duties, a role or position or particular task that is/are urgent or essential may not be released to perform emergency and other community service if the Company considers that the absence will adversely affect the work of the Company.

3.2.2 Leave may be granted to an Employee to permit them to attend training courses for emergency services and emergency management activities, provided that:

a) the Employee is nominated by the emergency and other community service organisation;

b) the chief executive of the emergency and other community service organisation approves the nomination and informs the Company in writing of the name of the nominated Employee, the proposed training to be undertaken and the period during which it is to be held;

c) no expenses (apart from the Employee's salary) are to be borne by the Company; and

d) the amount of special leave with pay for emergency and other community services training does not exceed the equivalent of ten (10) days in a service year.

3.2.3 Special leave may be granted to Employees for emergency service calls, provided that:

a) the emergency or other community service organisation subsequently confirms in writing that the Employee was required for emergency duty, the period for which the services of the Employee were required in that emergency, and the "call-out" fee (if any) which was paid to the Employee;

b) far as is practicable, the Employee returns to work if the emergency duty ceases before the end of normal rostered hours.

3.2.4 An Employee who has been engaged on such emergency work for a period of at least eight (8) hours, is entitled upon the cessation of such work and prior to the resumption of normal duties, to a clear break of eight (8) hours without loss of pay for ordinary working time occurring during such a break.

a) Any reasonable period of additional time off (for recuperation etc.) for which special leave with pay has not been approved can be taken by utilising flexible working arrangements (including IFA's), recreation, retention leave or long service leave (if available), or leave without pay, at the choice of the Employee.

3.2.5 "Standby" duty of an Employee who is a volunteer member of the Country Fire Service or State Emergency Service SA is to be regarded as an emergency service call. Employees entitled to a "call-out" fee during a period of time off as special leave with pay set out above will be paid the difference between the Employee's salary and the "call-out" fee (if any) paid by the community service organisation.

3.3 Defence Reserves Leave

Defence Service means service in a part of the Defence Force Reserves, including ordinary reserve service (e.g. training) and voluntary continuous full time service.

3.3.1 An Employee who is a member of the Defence Reserves (Reservists) is entitled to special leave with full pay, as follows:

a) up to the equivalent of twenty (20) working days paid leave in a twelve (12) month period; and

b) up to the equivalent of an additional ten (10) working days paid leave in the first year of service as a reservist.

3.3.2 An application by an Employee for Defence Reserves leave must be accompanied by a Training Notice or other relevant authorisation from the Department of Defence.

3.3.3 Employees will give as much notice as possible for their Defence Service obligation. In some instances, a Reservist may be called upon with little or no notice and must be released as per the applicable Commonwealth act.

3.3.4 Any leave required for Defence Reserves in excess of the above would normally be taken as leave without pay. Note that during a period of special leave with pay, a reservist Employee may be paid by both the Company employing them and the Defence Reserves, but for any period of leave without pay, only by the Defence Reserves.

3.3.5 The Company must not compel the Employee to use any type of paid or unpaid leave during the period of service if stated in the call out order issued under section 28 of the *Defence Act 1903* (or pursuant of replacement acts).

3.3.6 Pursuant to the applicable Commonwealth act, the Company must protect the employment status and entitlements of the Reservist Employee while absent on Defence Reserves Service.

4. Blood Donor Leave

An Employee may be granted a period of special leave with pay for reasonable travelling and attendance time to enable them to meet a request by the Australian Red Cross Blood Service to visit a blood-taking centre for the purposes of donating whole blood, blood plasma or platelets.

Organisational requirements and the necessity of the request during work hours will need to be considered.

4.1 The donation of whole blood may be required every twelve (12) weeks, and the whole donation process takes approximately one (1) hour.

4.2 The donation of blood plasma may be required on a fortnightly or monthly basis, and the whole donation process takes approximately one (1) hour.

4.3 The donation of platelets may be required on a fortnightly or monthly basis and the whole donation process takes approximately two (2) hours.

4.4 For the purposes of blood donor leave, part time Employees are entitled to the same amount of special leave with pay as are full-time Employees.