DECISION

Fair Work Act 2009
s.185—Enterprise agreement

SCT Opco Pty Ltd T/A SCT Logistics
(AG2024/3001)

SCT OPCO PTY LTD TRAIN CREW ENTERPRISE AGREEMENT 2023

Rail industry

DEPUTY PRESIDENT SAUNDERS NEWCASTLE, 22 AUGUST 2024

Application for approval of the SCT Opco Pty Ltd Train Crew Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *SCT Opco Pty Ltd Train Crew Enterprise Agreement 2023* (***Agreement***). The application was made pursuant to section 185 of the *Fair Work Act 2009* (***Act***). The Agreement is a single enterprise agreement.

[2] On the basis of the material before the Fair Work Commission, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval of the Agreement have been met.

[3] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 29 August 2024. The nominal expiry date of the Agreement is 28 August 2027.

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

THE SEAL OF THE FAIR WORK COMMISSION

DEPUTY PRESIDENT

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FAIR WORK ACT 2009

Chapter 2 Part 2-4

Transport Industry

SCT Opco Pty Ltd Train Crew Enterprise Agreement 2023

1. TITLE

1.1. This Agreement shall be known as the SCT Opco Pty Ltd Train Crew Enterprise Agreement 2023.

2. TABLE OF CONTENTS

1. TITLE 2
2. TABLE OF CONTENTS 2
3. PARTIES BOUND 4
4. OPERATION OF AGREEMENT 4
5. DATES OF OPERATION 4
6. NO EXTRA CLAIMS 4
7. FUTURE DEPOTS CLAUSE 5
8. FORMS OF EMPLOYMENT 5
9. PROBATIONARY PERIOD 9
10. TERMINATION OF EMPLOYMENT 9
11. REDUNDANCY 10
12. STAND DOWN 11
13. HOURS OF WORK 12
14. GENERAL ROSTERING PROVISIONS 12
15. ROSTERS 14
16. SHIFT LENGTHS 16
17. INTERVAL BETWEEN SHIFTS 17
18. ROSTERED WORKING TIME AND ACTUAL WORKING TIME 18
19. RESTING LOCATIONS NON-CREW CAR WORKING 20
20. ROSTER AND SHIFT ARRANGEMENTS 21
21. HOME DEPOT 23
22. RELAY WORKING 24
23. OPERATIONAL DISRUPTION 25
24. MEALS 25
25. RATES OF PAY 25
26. PAYMENT OF WAGES 26
27. SHIFT ALLOWANCES 27
28. OVERTIME 27
29. SUPERANNUATION 27

30. SIGN ON/OFF....28
31. ANNUAL LEAVE....28
32. PUBLIC HOLIDAYS....30
33. LONG SERVICE LEAVE....30
34. PERSONAL LEAVE....30
35. BEREAVEMENT & COMPASSIONATE LEAVE....31
36. FAMILY & DOMESTIC VIOLENCE LEAVE....32
37. PARENTAL LEAVE....32
38. CRITICAL INCIDENT LEAVE....32
39. UNION LEAVE....33
40. JURY SERVICE....33
41. DISPUTES....37
42. FLEXIBILITY....38
43. CONSULTATION....40
44. MEDICAL CHECKS....42
45. FATIGUE MANAGEMENT....43
46. DRIVER ONLY OPERATIONS (DOO)....43
47. TRAINING....44
48. EMPLOYEE RESPONSIBILITIES....46
49. WORKPLACE RIGHTS....47
50. EMPLOYEE MEETINGS....47
51. DRUGS AND ALCOHOL....47
52. SMOKING/VAPING....48
53. INFRINGEMENTS AND OR SAFEWORKING BREACHES....48
54. VALID LICENCE....48
55. LOCOMOTIVE MAINTENANCE....49
56. CREW CAR....49
57. PASSENGERS....49
58. DUTIES....50
59. SAFETY....50
60. IN CAB SAFETY CAMERAS....51
61. UNIFORMS....51

3. PARTIES BOUND

This Agreement shall be binding upon:

3.1. SCT Opco Pty Ltd (ABN: 35 651 271 966) trading as SCT Logistics, of 7 West link Court Altona, Vic 3018 ("SCT" "the Company"); and

3.2. Employees ("Employees") employed from time to time by the Company to perform work of a Mainline Driver or Mainline Trainee by the Classifications set out in Clause 47.5 of this Agreement.

3.3. The Australian Rail, Tram and Bus Industry Union (RTBIU).

4. OPERATION OF AGREEMENT

4.1. Except where otherwise stated, this Agreement acts to the exclusion of any other Award or Agreement which may otherwise apply to the employment of those employees covered by this Agreement.

4.2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. DATES OF OPERATION

5.1. This Agreement will come into effect from the 7th day following the date from the Fair Work Commission approves the Agreement.

5.2. This Agreement's nominal expiry date will be three years from the date as set out in clause 5.1.

5.3. The parties will use best endeavours to commence negotiations for a replacement agreement no less than 6 months before the nominal expiry date of this Agreement.

6. NO EXTRA CLAIMS

6.1. The Parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the process identified in the Agreement.

7. FUTURE DEPOTS CLAUSE

7.1. Each employee will be allocated to a home depot which will be one of the following:

a. Altona, Penfield, Broken Hill, Horsham, Sydney, Taree and Wagga Wagga.

7.2. If new freight depots are opened by SCT they may be added as home locations for the purposes of this Agreement.

7.3. Any future depots or contracts that are not aligned with the current freight tasks e.g. bulk commodities, may have an alternate industrial instrument, subject to consultation with those Employees under that depot or contract.

8. FORMS OF EMPLOYMENT

8.1. General Principles and Undertakings

a. The Company shall, taking account of the needs of the business endeavour to use full-time employment as the principal form of employment.

b. The Company may, subject to clauses 8.2, 8.3, 8.4 and 8.5, engage Employees either on a full-time, part-time, casual or fixed term basis in all classifications to provide flexibility of employment and to accommodate variability of business activities.

c. By agreement between the Company and the Employee an Employee's employment status may change during the course of their employment. If this happens the change will be confirmed in writing.

d. All Employees shall:

(i) Attend for work fit, ready and able to perform in their duties;

(ii) Use safe work practices and properly use all appropriate protective clothing and equipment provided by the Company;

(iii) Undertake all work as directed by the Company, which may be assigned to an employee according to their classification and skill/competence;

(iv) Comply with all the Company policies and procedures as applicable from time to time;

(v) Work reasonable periods of overtime as required by the

Company;

(vi) Implement and use new technology, systems and/or processes, when trained, which will improve business efficiency and effectiveness;

(vii) Participate in developing and implementing work methods that are designed to improve the performance of the Company; and

(viii) Participate in training, learning and development programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.

8.2. **Full-Time Employment**

a. A full-time Employee is a weekly Employee employed to work on average 38 Ordinary Hours ("Ordinary Hours") per week and who is not a part-time Employee or a casual Employee.

8.3. **Permanent Part -Time Employment**

a. Part-time Employees are those Employees (other than casual Employees) employed to work less than the Ordinary Hours of work for an equivalent full-time Employee.

b. A part-time Employee may be engaged as provided for in this Agreement.

c. The Company will at commencement of employment agree with a part-time Employee the number of weekly Ordinary Hours to be worked by that Employee. ("Ordinary Hours").

d. A part-time Employee shall be engaged for a minimum of six (6) consecutive hours on a shift.

e. Part-time Employees' weekly Ordinary Hours may only be varied in writing, by agreement, between the Employee and the Company.

f. Part-time Employees will be entitled to pro-rata conditions, including payment provisions and leave entitlements, as provided for in this Agreement, relative to the comparable full-time equivalent position. A part-time Employee who would otherwise be entitled to weekend and shift penalty payments because of their working pattern will be paid the Aggregate Hourly Rate which has been calculated to include, absorb and offset any otherwise applicable penalties.

8.4. **Casual Employment**

a. Casual Employees are Employees employed by the Company as such.

b. A casual Employee shall be engaged for a minimum of six (6) consecutive hours on a shift.

c. A casual Employee will be paid the Aggregate Hourly Rate of pay applicable to the equivalent full-time classification plus a twenty five percent (25%) loading ("Casual Loading").

d. The Aggregate Hourly Rate and casual loading offset and absorb any other entitlements and payments a Casual Employee may otherwise have become entitled to and specifically Casual Employees will not be entitled to:

e. Overtime payments, shift allowance and weekend penalties except as otherwise provided by this Agreement.

f. Redundancy, sick leave, annual leave, leave loading, and public holidays unless they work on the day of the public holiday when the provisions of clause 32 shall apply; and

g. Unless otherwise prescribed by this Agreement, any other penalties, loadings or entitlements that might otherwise have applied.

h. Subject to evidentiary and notice requirements in the leave clauses contained in the Agreement casual Employees will be entitled up to 48 hours or 2 days to leave without pay for the following reasons:

(i) Required to care for immediate family member.

(ii) Death of an immediate family member.

i. The employer must not fail to re-engage a casual Employee because the Employee accessed the entitlement provided for in the clause provided that work is available. The rights of the employer to not engage a casual Employee are otherwise not affected.

j. The Company may, after 3 months and will after no longer than 12 months and providing regular and ongoing shifts have been worked in the preceding period, offer a casual Employee the opportunity to be appointed as a full time or a part- time Employee, under terms provided for in this Agreement**.** An Employee may also request to be converted to full time or part time.

8.5. **Fixed Term Employment**

a. Fixed term Employees are engaged for a specific period, task or project (which may include the replacement of an Employee who is on leave).

b. Fixed term Employees may be employed on either a full-time or part-time basis consistent with the terms of this Agreement.

c. Employees engaged on a fixed term basis will be entitled to the

same conditions applicable to a full-time or a part-time Employee (as the case may be) in the same classification with the exception of redundancy entitlements and long service leave. Accrued but unused annual leave will be paid on a pro-rata basis at the completion of the employment.

d. The offer of fixed term employment will specify the period of the engagement. The Company is under no obligation to offer further fixed term employment or permanent employment upon the expiration of the original engagement.

8.6. **Job Sharing**

a. The parties acknowledge the benefits of job sharing to both the employees and the Company and without affecting the discretionary nature of such arrangement, agree to make all reasonable efforts to facilitate such positions where requested by Employees.

b. The potential for any Employee to undertake job sharing will be dependent upon identifying another current Employee with similar qualifications and skill levels that will allow the pairing of individuals to share the position.

c. The rotation of any two Employees undertaking job sharing is to take place in intervals no shorter than 1 week on/1 week off and no longer than 10 weeks on/10 weeks off, excluding periods of extended leave which are outlined below, or unless otherwise agreed between the parties.

d. The Employees who have been paired for job sharing are to cover each other during periods of planned leave and where practical during periods of unplanned leave.

e. Where an Employee takes extended leave beyond their maximum 10 week rotation, the two Employees will make themselves available to undertake a handover so that the Employee returning from leave becomes familiarised with any changes that have occurred during their period of leave.

f. Payment will be based on the Aggregate Hourly Rate as per Appendix 1 and will be paid to the Employees fortnightly in arrears based on number of hours worked in the previous pay cycle. Employees may seek to discuss an alternative payment arrangement whereby payments are made in equal fortnightly instalments based on hours agreed to be worked. Any such arrangement will be subject to the approval of the depot manager.

g. Where an Employee job sharing is left without a partner for any reason and an alternative cannot be found, the Employee will return to that full-time position that they undertook prior to the job share arrangement unless otherwise agreed by both parties.

h. The structure of job sharing roles may be that the Employees work more than 6 months each. Employees may also make themselves

available for shifts during their week/s off periods. These options are to be agreed with the Employee and their local Depot Managers.

i. Employees undertaking job sharing will be required to sign a letter which will confirm their job sharing arrangements and also confirm any conditions which have been varied from those outlined in this Agreement.

j. Where Employees wish to engage in secondary employment outside of their job sharing position with SCT, the Employee must first obtain approval from SCT to do so. SCT will not unreasonably refuse to approve a request to engage in secondary employment and the Employee must ensure the secondary employment does not impact on the Employee's capacity to fulfil all of the requirements under the job share arrangements. When the job share arrangement ends the Employee will cease any secondary employment unless otherwise agreed.

k. The start date for any transition into a job share role will be determined according to SCT's direction and, where applicable, its capacity to source new Employees to fill any vacancies created by the establishment of job sharing.

9. PROBATIONARY PERIOD

9.1. All new Employees are subject to a three (3) month probationary period that may be extended to six (6) months at the discretion of the employer. Continuing employment is subject to the satisfactory completion of the probationary period.

10. TERMINATION OF EMPLOYMENT

10.1. Either party may terminate their employment at any time by giving the following notice:

Period of Service	Notice Required
Not more than 1 Year	1 Week
More than 1 but not more than 3 years	2 Weeks
More than 3 but not more than 5 years	3 weeks
More than 5 years	4 weeks

10.2. In addition to the notice periods at clause 10.1 the Company must give the Employee an additional week of notice if they wish to terminate the employment of an Employee who has more than 2

years' service and who is at the time of the termination older than 45 years of age.

10.3. The Employer may also terminate the employment of any Employee summarily if they have engaged in any act constituting serious misconduct including but not limited to:

a. Dishonesty or conviction of a criminal offence involving dishonesty (whether or not a conviction is recorded);

b. Loss of driver's licence for whatever reason;

c. Conducting themselves in their duties negligently or without due care or regard for Company property, public property or health;

d. Refusal to carry out a lawful instruction of the Employer;

e. Acts of unlawful discrimination, harassment, sexual harassment, bullying or other abusive behaviour; and

f. Misuse of Company e-mail, internet or computer equipment.

10.4. If the Employee is absent from work for a period of 24 hours or longer without notification, the Company may treat the Employee as having abandoned their employment unless adequate explanation from the Employee is forthcoming.

10.5. The Company or the Employee may terminate casual employment by providing notice expiring at the end of the last rostered shift worked.

11. REDUNDANCY

11.1. In the event of redundancy the employee will be entitled to the benefit of the Redundancy provisions provided by the National Employment Standards ("NES") of the Fair Work Act 2009 ("the Act").

11.2. The company agrees that for the life of this Agreement all reasonable steps will be taken to avoid redundancies of Employees covered by this Agreement. This would include releasing casual and contract Employees engaged to drive trains and looking across the whole group of SCT Companies for employment opportunities for which the employees would be suited. However, it would not apply to any long-term contractual arrangements that are in force. If redundancies are required the company will first examine the opportunities for voluntary redundancies by calling for expressions of interest, however, the company shall be under no obligation to accept all or any particular expression of interest. Employees will be allowed two (2) weeks to

give the matter serious consideration. The company may apply involuntary redundancies where it is satisfied that the above alternative has been exhausted or is inappropriate to the particular circumstances of the redundancies. Where multiple involuntary or voluntary redundancies in the one classification are proposed Employees shall be selected based on the company's need for skills, competencies, qualifications and experience at the time.

11.3. **Transfer to lower paid duties**

a. Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Company may in their absolute discretion, make payment in lieu equal to the difference between the former Ordinary Rate and the new Ordinary Rate for the number of weeks of notice still owing.

11.4. **Employee leaving during notice period**

a. An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment in respect of the balance of any notice period.

11.5. **Job search entitlement**

a. An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

b. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the employer, produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

12. STAND DOWN

12.1. Employees may be stood down from their duties in accordance with s. 524 of the Fair Work Act 2009 if the Company is not able to usefully employ the employee to undertake work during a period because of:

a. a strike; or

b. a breakdown of machinery; or

c. a stoppage of work for any cause including derailment for which the Company cannot be held to be reasonably responsible.

12.2. If the parties agree any such period of stand down can be deducted from an Employee's accrued, but unused annual or long service leave.

12.3. Where productive work is not available because of any other incident, accident, derailment or rail closure, inclement weather, seasonal down turn or other business disruptions Employees may be required to take annual leave or long service leave accrued or may be required to attend the workplace to carry out duties not normally associated with their classification and as instructed by the Company.

13. HOURS OF WORK

13.1. Full-time Employees are required to work 38 hours each week ("Ordinary Hours").

13.2. In addition full-time Employees agree to work an additional 5 hours each week ("Additional Hours").

13.3. Full-time Employees may be required to work reasonable hours, above the Ordinary Hours and Additional Hours, in any week as may be required, in order to fulfil the requirements of the position to which the Employee is employed ("Overtime"). Overtime is prescribed as per clause 28.2.

13.4. Part-time Employees weekly Ordinary Hours are prescribed by their employment contract. Any hours worked over 152 hours in a 4-week payroll cycle will be paid at Overtime rates as per clause 28.3.

13.5. A casual Employee's average weekly Ordinary Hours shall not exceed 38. Any hours worked over 152 hours in a 4-week payroll cycle will be paid at Overtime as per clause 28.5.

13.6. In calculating the weekly hours worked the Company will use an averaging calculation based on the total number of hours worked in any 4-week payroll cycle.

13.7. Employees may be required to work Ordinary Hours between the hours of 00:00 and 23:59 on any day Monday to Sunday.

14. GENERAL ROSTERING PROVISIONS

14.1. The Company will develop and modify rosters consistent with operational requirements in consultation with the depot roster representatives.

14.2. Rosters may be developed to include Forecast Working, Blank Line Working or both.

14.3. In developing Rosters, the Company must take into account the following:

a. Balancing family, social and work commitments;

b. Occupational health and safety and specifically fatigue management principles;

c. Maintenance of qualifications;

d. Quality of work;

e. Relevant conditions of employment;

f. Duty of care obligations;

g. Optimal staff productivity;

h. Fair working for the employee, and;

i. Show fatigue scores on the bottom of each shift on the Master Roster, FAID reports on Working Rosters will be made available on request.

14.4. **Book off Days ("BOD")**

a. Provision of 1 in 4 whole weekends free from work

(i) A weekend is defined as 56 hours from 2100 Friday night to 0500 Monday morning.

(ii) A minimum of 2 x BOD (Book Off Day) will be rostered over all lines averaged over the cycle of the Master Roster.

b. Alterations to BODs can only be achieved by a Master Roster change.

c. Blank periods to be rostered with BOD days where possible to maximise block book offs for crews.

d. A single BOD will be rostered to span a period of 36 hours.

e. BODs rostered consecutively commence at 0001 and will be rostered to span, 30 hours for the first BOD and 24 hours for each BOD thereafter.

f. Floating BODs are used on annual leave relief lines and will move

in accordance with the annual leave that is being covered. Employees may request to know where the BODs will be no more than 2 weeks prior to the roster being published. Employee will be provided where their BOD's will be within 2 business days of their request.

g. If an Employee agrees to attend work on a BOD and that shift is cancelled with less than 8 hours' notice, the Employee will be paid a stand alone 4-hour payment at 1.7 times the Ordinary Hourly Rate.

h. Overtime on a BOD is prescribed by clause 28.4.

14.5. Consecutive Shifts

a. Employees under this Agreement will not be rostered on more than 10 consecutive shifts in a 14-day period unless by mutual agreement between the Employee and Depot Manager;

b. will not be rostered for more than 12 shifts in a 14-day period, and;

c. will not be rostered for more than 4 "BSL/SAD Shuttle" shifts in any 7-day period unless by mutual agreement with the Employee and Depot Manager.

14.6. Road Car Driving

a. SCT will not roster the driving of road cars between 2200 and 0600 in regional areas, unless by mutual agreement at a local level during the roster development process and once the shift has been risk assessed by the affected Employees and Depot Manager.

b. The driving of road cars in regional locations for the relief of crews over or approaching shift limits may occur once appropriate risk assessment processes have been conducted.

c. Drivers must complete their minimum rest requirements when rostered to barracks and return via road car.

15. ROSTERS

15.1. Master Rosters

a. A Master Roster shall be generated primarily for the purposes of indicating known or forecasted work and to integrate BODs and Blank Line Working combinations;

b. The Master Roster may include Forecast Working and Blank Line Working or combinations of both; and

c. The Company will seek to maximise the amount of forecasted work within the Master Roster, where business and operational requirements make it practical to do so.

d. A Master Roster change defined as a change where BOD's move within the roster.

e. A Master Roster review may be triggered by a change in operational requirements or a biannual review. There will be no more than 4 Master Roster changes per calendar year unless due to change in customer requirements or change in business volumes and conditions there shall be no cap.

f. Driver Representatives will work with the SCT Roster Coordinators to develop a Master Roster that is fatigue compliant and meets the rostering guidelines as per Clause 14. It is expected that this is an iterative and collaborative process.

g. Driver Representatives will be provided with rostered time to collaborate when it can be accommodated within operational requirements.

h. Larger depots may consider having a ballot if the Driver Representatives have not had the opportunity to consult widely with the impacted Employees. Once the Driver Representatives advise approval of the new roster to SCT, it shall be implemented no less than 28 days later unless agreed otherwise.

i. The SCT Roster Coordinators will work with any employees during the transition to accommodate any pre-existing appointments that clash with the new Master Roster.

j. For Employees who have specific reasons to not alter the Master Roster, they should advise their manager at least 2 weeks prior to the posting of the Master Roster. The immediate manager will work in conjunction with rostering staff to facilitate the employees request.

k. Any changes to the Master Rosters will be consulted using Clause 43 of the Agreement.

15.2. **Working Rosters**

a. Working Roster(s) are developed from Master Rosters that provide more details of attendance requirements.

b. Working Rosters allocate Employees to work lines and adjust the rostered work to accommodate work variations, planned leave and/or any other issues known at the time of posting.

c. A Working Roster may also allow for the posting of actual attendance and shift details.

d. Variations that might be addressed in a Working Roster could include changes to shifts, e.g. the number of shifts and/or their placement on the roster or changes to sign on times. Shift lengths and/or sign off times.

e. Variations may be required because of specific operational changes that are known at the time the Working Roster is prepared.

f. The Working Roster will be published 10 days prior to the roster commencing and once posted, cannot be altered without agreement. Any subsequent agreed alteration may be subject to the provisions of Clause 18.3.

15.3. Daily Work Plan

a. A Daily Work Plan may also be used to provide specific details of sign- on time, and any other relevant information requirements; and

b. All Employees will be allocated to a Permanent Line, and will rotate through lines in their roster and as far as practicable, hours are to be equalised out over the Annual Hours of Work Cycle.

16. SHIFT LENGTHS

16.1. Maximum Shift Lengths

a. The maximum Shift Length shall be twelve (12) hours, subject to the limits prescribed in the following table (with the exception of NSW where a maximum of 11 hours rostered):

Crew Arrangement	**Maximum Shift Length**
Driver Only Terminal	9 Hours
Driver Only Mainline	9 hours
Two Person Operations Level 5 to Level 9 with Level 2	9 hours
Two Person Operations Level 5 to Level 6 with Level 3	9 hours
Two Person Operations Level 7 to Level 9 with Level 3	11 hours
Two Person Operation Level 5 or higher with Level 4 or higher	12 hours and/or as required by legislation

16.2. **Minimum Shifts**

a. Subject to sub-clause (b) below, the actual working time credited to the Duty Cycle for shifts worked will be on the following basis:
   (i) Where the rostered Shift Length is greater than six (6) hours and the employee has commenced duty, the minimum credit of hours to the Duty Cycle will be the greater of the actual Hours Worked or six (6) hours; or

b. Shifts of a minimum six (6) hours may be used for:
   (ii) Cases of emergency;
   (iii) Training and meetings (where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours;
   (iv) Employee meetings; or
   (v) Medical examination/trauma counselling.

c. Where shifts of these types are used, the credit of hour to the Duty Cycle will be the greater of the actual Hours Worked or six (6) hours.

16.3. Home Passenger shift where crews self-drive from a period of rest at a Barracks Location direct to their home depot will have a maximum shift of nine (9) hours, where other work is rostered or undertaken at the conclusion of the travel part of the shift, e.g. where a crew drives from a location where they have rested back to their home depot and then undertake further tasks.

16.4. Fatigue management guidelines will be used to manage shift configurations in rosters.

16.5. **Maximum hours on Duty in Emergency Situations (inclusive of NSW)**

a. Employees who are unable to complete their rostered shift because of such emergency or major equipment failure, must be relieved from duty and signed off after a maximum period of sixteen (16) hours. In these circumstances, emergency means a major equipment failure or operational emergency or other emergency due to fire, flood, storm, earthquake, explosion, accident, derailment, epidemic or warlike action. The working of extended hours in this circumstance is subject to the crew's indications of their fitness to continue and by agreement.

17. INTERVAL BETWEEN SHIFTS

17.1. **Rest Periods**

a. Intervals between shifts can be 12 hours or greater at a home depot

unless otherwise agreed.

b. All breaks will be in accordance with the SCT Fatigue Management procedure.

17.2. **At a Rest Location**

a. Twelve (12) hours minimum between Crew Car Working unless otherwise agreed.

b. Minimum of eight (8) hours at a barracks location

c. If an Employee works more than 10 hours on the preceding shift, they may ask for 10 hours off in barracks to get sufficient rest.

17.3. **Crew Car Working**

a. This clause applies to Relay Working as defined per clause 22.1.

b. Crew Car Relay Working – duration between shifts a minimum of eight

c. (8) hours to a maximum of nine (9) hours, however with agreement of the crew, may work up to 10 hours maximum in unavoidable circumstances, but will be non-consecutive.

d. Such intervals between shifts may be altered, where agreement is reached. And does not jeopardise the fatigue index.

18. ROSTERED WORKING TIME AND ACTUAL WORKING TIME

18.1. Forecast rosters will provide sign on-times, sign-off times and Shift Lengths.

18.2. Shift Lengths will vary according to operational needs as follows:

a. Employees may be required to work hours additional to those in the Master/Working Roster (up to the maximum Shift Length) to complete the assigned task(s);

b. Employees may be required to work up to the rostered sign off time when the task(s) are completed short of the estimated time.

c. Employees may be asked to work up to the shift limit by agreement once the assigned task(s) are completed.

18.3. **Lift Up/Lay Back**

a. Employees may be lifted by two hours and laid back by 4 hours.

b. If an Employee is required to change the start time of their rostered

shift they may be called upon to do so at which time a new starting time will be notified as their sign on time. For the purposes of this clause the start time of any shift may be brought forward by up to 2 hours ("Lift Up Time") or delayed by up to 4 hours ("Lay Back Time"). If a start time is lifted or laid back it may be further lifted or laid back by a second call within the original 2 hours Lift Up Time or 4 hours Lay Back Time but cannot be changed a third time except if clause 18.3(c) applies.

c. Where a lift up and lay back is beyond the limits applied above (ie a start time is requested which would alter the original rostered start time by more than 2 hours Lift Up Time or 4 hours Lay Back Time, an Employee may decline to accept the new starting time and they will then be provided with a starting time which is within the 2 and 4 hour periods as appropriate.

d. If an Employee agrees to lift or lay back beyond 2 or 4 hours respectively their rostered shift will commence at the new time agreed and:
   (i) The Employee will be paid a standalone payment of 1.7 times the Employees' Ordinary Hourly Rate for the time lifted or laid back in excess of the limits outlined above (2 or 4 hours as applicable) until the new start time, after which ordinary rates apply.
   ~~(ii)~~ Payments for this provision will not be made in barracks or in crew vans.

e. If a significant event beyond the control of the Company occurs such as a network derailment or a severe weather event which is likely to significantly delay the train's departure after the second call;
   (iii) the rostered train crew Employees will be called, the previously advised sign-on time will be cancelled and the Employee may agree to wait on an on-call basis until such time as a new sign-on time is advised,
   (iv) where such agreement is reached the Employee waiting on-call will be paid in accordance with 18.3.d(i) for all hours after the original 2 or 4 hours lift up or lay back to the actual sign on time of the Employee,
   (v) where an agreement has not been reached and the lift up and lay back from the prior call is already beyond the 2 or 4 hour limits as applicable the Employee will be held to the last notified sign on time and paid in accordance with clause 18.3.d(i),
   (vi) the payment of the 1.7 ceases if, whilst waiting on call, the shift is ultimately cancelled or if a sign on time has been previously advised the sign on time whichever is the later,

(vii) on call Employees will be contacted no more frequently than once every 8 hours and not less than once every 24 hours for situational progress reports except to be advised of an actual sign on time.

19. RESTING LOCATIONS NON-CREW CAR WORKING

19.1. Rosters for Train Crew with shifts involving rest away from the initial sign on location will incorporate a rostered return that optimizes crew utilization and considers crew dwell time at barracks.

a. In the event of a significant operational disruption (as defined in Clause 23.1) that requires crew to undertake an additional rest period in order to facilitate their return home, one additional rest only may be undertaken subject to the agreement of the affected employee/s.

b. The employer may decide to return crews to their home base without a rest period at a barracks subject to the following:
   (i) The crew have not worked more than 8 hours.
   (ii) The road trip can be completed with the maximum shift of 12 hours and as per clause 14.6.
   (iii) Maximum self-drive of 12 hours provided there are two licensed drivers and have not worked a train prior.
   (iv) Maximum self-drive of 9 hours for DOO operations provided a train has not been worked.

19.2. **Payment for Resting in Excess of 12 Hours**

a. When resting away from the initial sign on location, Employees will receive payment of all hours at rest in excess of twelve (12) hours.
   i. For the hours between the 13th hour and the 18th hour – Ordinary Hourly Rate
   ii. For the hours between the 19th and the 36th hour – Aggregate Hourly Rate
   iii. For the hours after the 37th – 1.7 times Ordinary Hourly Rate.

b. Payment at rest will cease when the employee signs on.

c. Resting in a crew van is covered by Clause 22.3 (b)

20. ROSTER AND SHIFT ARRANGEMENTS

20.1. Employees are required to work rotating shifts as notified in advance in accordance with this Agreement.

20.2. Roster and shift arrangements will be based on SCT's fatigue management system – FAID (FAID - Fatigue Assessment Tool by InterDynamics) and or equivalent rostering systems, and to meet SCT's business;

20.3. Shift lengths may range from a minimum of six (6) hours to a maximum of twelve (12) hours.

20.4. Employees can make mutual exchanges to their roster providing the change meets the following requirements and is approved by the supervisor.

a. The company must not incur additional costs as a result of the change.

b. Must comply with the SCT Fatigue index.

c. Must not incur additional Overtime.

20.5. **Available and Work As Required Shifts**

a. Available Shifts may be shown across the roster cycle to identity when an Employee must make themselves available for work. If an Employee does not make themselves available for an Available Shift the Employee will lose the weekly roster guarantee, and be paid only for the hours worked that week of the fortnight.

(i) Available Shifts will be rostered to indicate an AM, Day or PM period for the Employee to be available for work. These periods are over a span of 10 hours rostered as, AM is 0200 – 1200, Day is 0700 – 1700 and PM is 1200 to 2200.

(ii) Working past the end of the available period is by agreement and the maximum shift length will be as per Clause 16.1.

(iii) When another rostered shift is cancelled and replaced with an Available Shift, the Available Shift will follow the pattern of the cancelled shift i.e. AM Available Shifts during an AM period of working etc.

(iv) If an Employee is not allocated any work on an Available Shift, the Employee will be credited six (6) hours towards the Duty Cycle. Drivers who are not contactable after a reasonable attempt will not be credit any hours to the Duty Cycle.

b. If an Employee is provided with 24 hours or more notice of a shift that commences within the available period they will be expected to

make themselves available.

c. If an Employee is not provided with the notice requirements of 20.5(b) they are expected to be available and the following conditions apply:
   (i) The Aggregate Hourly Rate for all hours that fall within the rostered available period.
   (ii) Overtime rates for hours that fall outside of the rostered available period.
   (iii) Lift Up Time and Lay Back Time as per clause 18.3 will not be applicable.

d. If an Employee is advised of the shift within 2 hours before the end of the available period, they will have the option to decline the shift.

e. Notwithstanding 20.5(a) if an Employee has or is predicted to work over their Ordinary Hours and Additional Hours within the week of the roster, (Monday to Sunday) as per clause 13, without working the available shift they have the option to decline the shift.

f. Work as Required Shifts (WAR) are defined as undertaking a minimum of 8 hours local working, in the Home Depot performing tasks/duties within the Employee's classification. Employees may extend beyond the rostered 8 hours by agreement up to the maximum shift length (12 hours).

   (i) Where Available and WAR shifts are allocated to the Master Roster, the parties will endeavor to have equal distribution of these shifts. The shifts will need to meet SCT Operational requirements and the fall of the shifts will be determined in consultation with local rostering representatives as per Clause 15.1(f).

   (ii) WAR Shifts, when allocated to the roster will follow the pattern of work or that roster period i.e. AM WAR shifts during an AM period of working etc.

20.6. **Blank Period**

a. There may be times when there is no allocated shift, Available/WAR or BOD on a particular day on the roster. There may be times when there is no allocated shift, Available/WAR or BOD on a particular day on the roster. These periods will be left blank and referred to as Blank Periods. The circumstances that result in a Blank Period may arise from fatigue and Legislative related requirements owing to the pattern of rostered work.

   (i) Blank Periods can only be used to replace BODs on any roster during the Master Roster review process as

per clause 15.1(a).

(ii) SCT will endeavour to mirror Blank Periods from the Master Roster to the Working Roster

(iii) If SCT have decided not to roster any work that day, it can only be replaced with working applicable to the driver's classification and working hours as defined in Clauses 16.1 and 16.2.

b. If a driver is asked to work an additional shift in a Blank Period, it will be recognized as an additional rostered shift worked and a payment of 1.7 times the Ordinary Rate will be made for all hours worked on that shift.

c. A driver may be required to work into a Blank Period for operational reasons to complete the task at the Aggregate Rate or, alternately be rostered to sign on in a Blank Period to return on a late running service after receiving Barracks Detention.

20.7. **Confirming Next Turn of Duty**

a. The next turn of duty will be in accordance with the starting time shown on the working roster; Employees are required to check their next turn of duty upon signing off their shift.

b. The working roster for forecast working will be available and posted at the normal sign on location, showing the allocation of work, sign on times at least 10 days in advance of the Monday which the roster is to commence.

c. Where an Employee does not want to be contacted due to sleep requirements the Employee must notify the 24/7 control centre upon signing off, the responsibility for the next run of duty then becomes the responsibility of the Employee, this does not apply to blank line rostering.

d. The employer may in exceptional circumstances provide advice for Employees of a roster alteration for the next turn of duty via the Employees nominated communication means no later than 3 hours prior to the initial book on time.

e. It is the Employee's responsibility to determine their first shift after returning from a period of leave.

21. HOME DEPOT

21.1. Home depot is to be determined as within a 100kms of GPO or Post Office of City or Town of employment;

21.2. Temporary home depot for the purpose of relief and/or short-term operational requirements shall be the location determined by the employer to which the Employee has been transferred. All reasonable living expenses whilst based at the temporary location to be met by the employer but not when engaged on actual relay working.

22. RELAY WORKING

22.1. Relay working is defined as the crewing of a locomotive to permit the continuous operation of a train for an extended duration. Relay working is currently on the Adelaide Perth Corridor and is limited to that Corridor for the life of the SCT Opco Pty Ltd Enterprise Agreement 2023.

22.2. Where a roster involves relay working upon completion of relay working equal to and or greater than 43 hours actually worked (this does not include resting time in the crew car) in any consecutive 5-day period the Employee will be entitled to a minimum of 48 hours rest and or a greater period if deemed by SCT fatigue management system (FAID). The following exceptions apply:

a. Crews rostered for relay work on the Adelaide-Perth-Adelaide corridor the minimum rest period is to be 58 hours off duty after sign off time at the home depot (in this circumstance employees are required to advise the 24/7 Control Centre of the actual sign off time).

b. If a Relay Service runs in excess of 24 late and impinges on a BOD, a BOD in Lieu will be allocated to the affected employees on the next rostered AM, DAY or PM available shift, Clause 22.5 a (i).

c. The maximum working on any 1 leg of relay working is 56hrs (working and resting combined) but may be extended by agreement between the parties in the event of incidents en-route (eg Derailment or Floods).

d. Both parties acknowledge though that getting the train to Perth is a major priority to satisfy customer priorities and the lack of qualified crews in WA. All discussions regarding relief will be based on the consideration of the following:
   (i) Crews fatigue levels,
   (ii) Quality of rest during the incident delay,
   (iii) The distance from destination and
   (iv) Estimated time to reach the destination.

22.3. In cases of emergency and or business requirements Employees

may be required to go to rest for an unknown period.

a. If the unknown period exceeds 24 hours SCT and the employee will consult to see if alternative arrangements can be made to return them to their home base.

b. If the Employee is resting in a Crew Car they will be entitled to 100% of the Ordinary Hourly Rate until the Employee returns to working hours.

22.4. If a relay shift is cancelled by SCT, with less than 12 hours' notice and no other penalty payments or allowances are paid and no other work is rostered, each employee will be entitled to be paid two meal allowances to cover any wastage of perishable goods.

23. OPERATIONAL DISRUPTION

23.1. Where a major disruption is notified by a third party (i.e., RIM or emergency services) which will close a section of track/s for an unspecified timeframe, SCT will return impacted crew from Barracks locations to their home location no later than 48hrs after the disruption has been notified unless otherwise agreed between the parties. This will not waive the employees right to return home after 24hrs as contained within Clause 22.3(a).

24. MEALS

24.1. Whilst the employee is working locally, meals will be taken between the third and fifth hour of the shift at a time of no activity or as directed by the employer's supervisor.

25. RATES OF PAY

25.1. Full time and part time Employees engaged pursuant to this Agreement shall be paid an Aggregate Hourly Rate of pay for all Ordinary Hours and Additional Hours worked at the rates set out at Appendix 1 of this Agreement ("the Aggregate Hourly Rate").

25.2. Casual Employees will be paid the Aggregate Hourly Rate set out at Appendix 1 of this Agreement as applicable to their classification plus a twenty five percent (25%) loading ("Casual Loading").

25.3. If a Casual employee whose work over a roster cycle results in them working on Sundays or Public Holidays such that their wage for the period would be less under the Agreement terms than the amount they would otherwise be entitled to be paid under the Rail Industry Award 2020 the Employee shall be paid for that period an

amount equivalent to the Award plus 1 %.

25.4. Except as otherwise provided by this Agreement no additional amounts will be payable in respect of penalties, shift loadings, other loadings, overtime or other allowances as the Aggregate Hourly Rate has been calculated to offset and absorb such penalties/allowances or other payments.

25.5. Where an Employee is at rest in a Crew Car when working relay, they will be paid 100% of the Ordinary Hourly Rate as set out in appendix 1, and such rest hours will not be counted as working hours.

25.6. For every shift that exceeds 12 hours worked the Employee will be entitled to a meal allowance as specified at Appendix 1.

25.7. Employees who are required to work away from home i.e. Relay Working or Barracks Working shall be paid the Meal Allowance specified at Appendix 1 for every 8 hours or part thereof they are away from their home depot.

25.8. This will be subject to annual CPI increases timed in line with the annual effective dates outlined in clause 25.9(a).

25.9. **Annual Pay Increases**

a. During the life of the agreement the following wage increases shall apply:

(i) Effective from the first full pay period on or after the hourly rates shall be increased by a further 3.0%.	**Effective from FWA Approval**
(i) Effective from the first full pay period on or after the hourly rates shall be increased by a further 4.0%.	01 July 2024
(ii) Effective from the first full pay period on or after the hourly rates shall be increased by a further 4.0%.	01 July 2025
(iii) Effective from the first full pay period on or after the hourly rates shall be increased by a further 3.0%.	01 July 2026

b. All paid leave will be paid at the Aggregate Hourly Rate.

26. PAYMENT OF WAGES

26.1. Wages are paid fortnightly via electronic funds transfer to an account in a financial institution nominated by the employee.

27. SHIFT ALLOWANCES

27.1. Full time, part time and casual Employees will not be paid any additional shift allowances or penalties as they are absorbed and offset by the Aggregate Hourly Rate.

28. OVERTIME

28.1. No additional penalties or allowances shall be payable to full time Employees in respect Additional Hours as the Aggregate Hourly Rate has been calculated to absorb and offset such overtime penalties or allowances for all time worked.

28.2. If a full time Employee works on average more than 172 hours in any 4-week payroll cycle those hours in excess of 172 shall be paid at the Ordinary Hourly Rate applicable to their classification and as set out in Appendix 1 multiplied by 1.7.

28.3. If a part time Employee works on average more than 152 Ordinary Hours in a 4-week payroll cycle those hours shall be paid at the Ordinary Hourly Rate applicable to their classification as per Appendix 1 multiplied by 1.7.

28.4. If a full time or part time Employee agrees to attend work on a BOD then a once of payment at 1.7 times the Ordinary Rate will be made for all hours worked on that shift. In the event of relay working this will only apply to shifts worked on a BOD, Crew Car time will be at the Ordinary Hourly Rate.

28.5. If a casual employees works on average more than 152 Ordinary Hours in a 4-week payroll cycle those hours shall be paid at the Aggregate Hourly Rate applicable to their classification and as set out in Appendix 1 multiplied by 1.5 and no additional penalties or Casual Loading shall apply.

29. SUPERANNUATION

29.1. In addition to the rates of pay prescribed by this Agreement the Employee shall be entitled to occupational superannuation benefits subject to the provisions of the Superannuation Guarantee (Administration) Act 1992.

29.2. The parties agree that the percentage rate of employer contributions to Employee superannuation will be the level prescribed by the prevailing State or Commonwealth legislation

29.3. Superannuation contributions will be made calculated by reference to the Employee’s classification Aggregate Hourly Rate as provided in Appendix 1 in respect of Ordinary Hours and

Additional Hours worked to a maximum of 43 hours per week.

29.4. For the purposes of this Agreement, the superannuation fund into which employer contributions shall be paid on behalf of the Employee shall be a fund of the Employee's choice.

29.5. Employees must provide details of their chosen fund in writing and such a fund must be receptive to electronic fund transfers.

29.6. Salary sacrifice is available to all Employees as per company policy.

30. SIGN ON/OFF

30.1. The Employee recognises that certain parts of their duties will be unsupervised and away from the Employee's home base. The Company will rely on the employee to notify them if their finish time varies in any way to their rostered shift.

31. ANNUAL LEAVE

31.1. Annual Leave will accrue and be granted in accordance with the National Employment Standard as applicable.

31.2. For the purposes of taking annual leave the maximum weekly hours shall be 38.

a. Annual leave is accrued and will be credited on pro-rata basis at the end of each four-week period of continuous service.

b. A Shift Worker will receive an annual entitlement of 190 hours (5 x 38- hour weeks) of Annual Leave. This leave will be taken as per the Master Roster.

c. For the purposes of the Agreement, shiftworker shall be defined as an employee who is a, seven day shiftworker who is regularly rostered to work on Sundays and public holidays

d. A Day Worker will receive an annual entitlement of 152 hours (4 x 38- hour weeks) of Annual Leave. This leave will be taken as per the Master Roster.

e. When an employee takes a period of paid annual leave, the Employee will be paid an annual leave loading of 20% of the Aggregate Hourly Rate of pay for the period in addition to the payment to be made for the annual leave taken.

f. Annual leave is normally rostered and taken in blocks of one (1) or more weeks. Any such request is subject to approval by the

employee's supervisor.

g. When annual leave is taken in blocks of one (1) or more calendar weeks by an Employee, a deduction of hours from the Employee's accrual of annual leave hours will be in accordance with the master roster..

h. Where leave is approved in less than a 1-week block, leave will be debited at seven point six (7.6) hours for each day of leave taken.

i. Where a public holiday, falls during a period of annual leave. The Company will credit the employee with an additional day of annual leave.

j. Leave should be taken in the year following its accrual. The Company will develop rosters for this to happen. Employees must take leave in accordance with leave rosters.

k. Employees may, subject to approval by the Company, exchange rostered blocks of annual leave with other employees in an equivalent position. Exchanges must not create operational constraints and must be cost neutral to the Company. Subject to these conditions, the Company will not unreasonably withhold approval.

l. Where an Employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve (12) months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by the Company is subject to operational needs of the business.

m. The entitlement to annual leave accrues from year to year and any untaken leave accumulates from year to year.

n. Payment of accrued leave upon termination of employment will be made at the Aggregate Hourly Rate.

o. The Company may direct an Employee to take paid annual leave if the employee has accrued more than eight weeks paid annual leave, and the company and Employee are unable to reach agreement on the taking of the leave. The Company must give an employee at least 28 days' notice prior to the date the Employee is required to commence the leave.

p. By agreement between the Company and the Employee, an Employee may take annual leave in advance. If the Employee or the company terminates the employment before the leave in advance has accrued the employer may deduct the shortfall due to the employer from the final termination payment. The maximum

amount of leave in advance approved would be 38hrs.

q. When an employee books a block of annual leave of 3 weeks or more, the driver will sign off no later than 1600 the day before the annual leave commences

32. PUBLIC HOLIDAYS

32.1. Provisions for employees

a. Employees are entitled to be off work, without loss of pay, on Public Holidays gazetted in the Employees home depot State or Territory.

b. Payment for Working on a Public Holiday

(i) Where a full time or part time Employee is required to work on a public holiday, they shall receive their Aggregate Hourly Rate plus an additional payment at the rate of, 1.5 times their Ordinary Hourly Rate for all hours worked on the public holiday.

(ii) Where a casual Employee is required to work on a public holiday, they shall receive their Ordinary Hourly Rate plus an additional payment at the rate of 1.5 times the Ordinary Hourly Rate for all hours worked on the public holiday and no additional penalties or Casual Loading shall apply.

(iii) Public Holiday penalties are only payable when the Employee actually works on the day the holiday occurs at their home base.

32.2. Where a public holiday falls during a period of annual leave, the Company will provide the Employee with an additional day of annual leave.

32.3. Employees may be requested to work on a public holiday in accordance with the working roster.

33. LONG SERVICE LEAVE.

33.1. Long Service Leave will be applied in accordance with the applicable Legislation in the State which the Employee is employed.

34. PERSONAL LEAVE

34.1. Personal leave will accrue and be granted in accordance with National Employment Standard as applicable.

34.2. Employees must notify the Company as soon as is reasonably practicable, preferably prior to the start of any shift if they are

unable to attend for work due to sickness or caring responsibilities and in accordance with the Company's policies and procedures.

34.3. Employees absent from work due to sickness on either side of an unworked Public Holiday or for 2 or more consecutive days must provide a medical certificate or other evidence that would satisfy a reasonable person before the leave will be approved or paid.

34.4. Absences of less than 2 consecutive days, a medical certificate is not required in respect of the first two absences in any 12 months service, but for every absence thereafter a medical certificate or other evidence that would satisfy a reasonable person must be provided.

34.5. Any absence under this clause shall be calculated using a maximum of 38 hours as the weekly hours and accordingly full-time Employees would receive payment of rostered ordinary hours at the Aggregate Hourly Rate for each day of personal leave.

34.6. If employment end by reason of redundancy or retirement, 25% of unused personal leave shall to be paid to the Employee at the Ordinary Hourly Rate upon redundancy or retirement.

35. BEREAVEMENT & COMPASSIONATE LEAVE

35.1. In accordance with the Fair Work Act 2009, an Employee is entitled to a period of two (2) days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:

a. contracts or develops a personal illness that poses a serious threat to his/ her life; or

b. sustains a personal injury that poses a serious threat to his/ her life; or

c. dies.

35.2. An employee who has given the Employer notice of the taking of compassionate leave must give the employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion described at clause 36.1.

35.3. Any absence under this clause shall be calculated using a maximum of 38 hours as the weekly hours and accordingly full-time Employees would receive payment of rostered Ordinary Hours at the Aggregate Hourly Rate for each day of leave.

36. FAMILY & DOMESTIC VIOLENCE LEAVE

36.1. Family & Domestic Violence Leave shall accrue and be granted in accordance with the National Employment Standards, or company policy whichever has the greater entitlement.

37. PARENTAL LEAVE

37.1. Parental leave shall be granted in accordance with the National Employment Standards, or company policy whichever has the greater entitlement.

38. CRITICAL INCIDENT LEAVE

38.1. SCT is committed to supporting its Employees who have been exposed to a critical incident in the workplace. Following the exposure of an SCT Employee to a critical incident, SCT will facilitate support for the affected Employee/s. The post incident support service is to be provided by specialist psychologists through the Employee Assistance Program.

38.2. A critical incident is defined as any event that involves a fatality or, a life threatening injury or violence/threat to life that directly affects an individual or group of individuals. Proof of any violence/ threat to life may be required that would satisfy a reasonable person.

38.3. Drivers directly involved in a critical incident:

a. Will be relieved as soon as possible after the critical incident.

b. Will be provided with up to 3 days of trauma leave immediately following the critical incident as per the SCT Leave Policy. Additional leave will be made available on a case-by-case basis.

c. Will be requested to attend an appointment with a counsellor from the Employee Assistance Program before returning to work.

d. Will work with SCT to create a program that ensures they feel supported on their return to work. The details of the program will reflect the needs of the individual.

38.4. SCT train crew leaders will complete and maintain mental health first aid/ critical incident response competencies so they can support drivers involved in critical incidents. Train crew leaders include Head of Crewing, Depot Managers and Driver Trainers.

39. UNION LEAVE

39.1. Entitlement

a. The Company will grant requests for paid leave to employees, ("Union Leave"), for purposes related to participating in official union activities.

39.2. Application

a. A request for Union Leave pursuant to this clause will be made by the union to the relevant supervisor/manager for the Company, not less than four (4) weeks before the commencement of the leave period.

b. Union Leave will be subject to SCT's operational requirements, and SCT will make best endeavours to make the requested drivers available.

c. The total Union Leave available per calendar year will be 0.25 days per FTE in the Head of Crewing establishment numbers.

d. The Company may make reasonable requests for documentation from the union confirming an Employee's attendance.

e. The Company will not be liable for any additional costs (other than payment of wages) to the Delegate while the Delegate is on leave, except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Union Delegate.

40. WORKPLACE DELEGATES RIGHTS

40.1. Clause 40 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause XA.

40.2. In clause 40:

a. employer means the employer of the workplace delegate;

b. delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

c. eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

40.3. Before exercising entitlements under clause 40, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

40.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

40.5. Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

a. consultation about major workplace change;

b. consultation about changes to rosters or hours of work;

c. resolution of disputes;

d. disciplinary processes;

e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

f. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

40.6. Entitlement to reasonable communication

a. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 40.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

b. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

40.7. Entitlement to reasonable access to the workplace and workplace facilities

a. The employer must provide a workplace delegate with access to or use of the

following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

b. The employer is not required to provide access to or use of a workplace facility under clause 70.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

40.8. Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

a. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

b. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

c. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

d. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

f. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

g. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

40.9. Exercise of entitlements under clause 40

a. A workplace delegate's entitlements under clause 40 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

b. Clause 40 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

c. Clause 40 does not require an eligible employee to be represented by a

workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

a. unreasonably fail or refuse to deal with a workplace delegate; or

b. knowingly or recklessly make a false or misleading representation to a workplace delegate; or

c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 40**.**

2. JURY SERVICE

2.1. When required to attend for jury service, the Employee shall be granted leave of absence and shall be paid by the employer an amount equal to the difference between the amount received from the Court for jury service and the Aggregate Hourly Rate the Employee would have been paid had the Employee worked, on production of satisfactory evidence of attendance and monies received. An Employee shall notify the employer as soon as possible of the date upon which he or she is required to attend jury service. The Employee shall give the employer proof of attendance.

3. DISPUTES

3.1. If a dispute relates to:

a. a matter arising under the Agreement; or

b. the National Employment Standards;

this term sets out procedures to settle the dispute.

3.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

3.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

3.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

3.5. The Fair Work Commission may deal with the dispute in 2 stages:

a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation,

conciliation, expressing an opinion or making a recommendation; and

b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

3.6. While the parties are trying to resolve the dispute using the procedures in this term:

a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

3.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

4. FLEXIBILITY

4.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

a. the agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

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

4.2. The employer must ensure that the terms of the individual flexibility arrangement:

a. are about permitted matters under section 172 of the Fair Work Act 2009; and

b. are not unlawful terms under section 194 of the Fair Work Act 2009; and

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

4.3. The employer must ensure that the individual flexibility arrangement:

a. is in writing; and

b. includes the name of the employer and employee; and

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

d. includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

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

e. states the day on which the arrangement commences.

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

4.5. The employer or employee may terminate the individual flexibility arrangement:

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

b. if the employer and employee agree in writing — at any time.

5. CONSULTATION

5.1. This term applies if the employer:

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

b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

5.2. For a major change referred to in paragraph (43.1)(a):

a. the employer must notify the relevant employees of the decision to introduce the major change; and

b. subclauses (43.3) to (43.9) apply.

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

5.4. If:

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

b. the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

a. discuss with the relevant employees:

(i) the introduction of the change; and

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

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

a. for the purposes of the discussion—provide, in writing, to the relevant employees:

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

the change proposed; and

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

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

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

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

5.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (43.2)(a) and subclauses (43.3) and (43.5) are taken not to apply.

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

a. the termination of the employment of employees; or

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

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

d. the alteration of hours of work; or

e. the need to retrain employees; or

f. the need to relocate employees to another workplace; or

g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

5.10. For a change referred to in paragraph (43.1)(b):

a. the employer must notify the relevant employees of the proposed change; and

b. subclauses (43.11) to (43.15) apply.

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

5.12. If:

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

b. the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

a. discuss with the relevant employees the introduction of the change; and

b. for the purposes of the discussion—provide to the relevant employees:

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

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

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

c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

5.16. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (43.1).

6. MEDICAL CHECKS

6.1. All Employees are to undergo a Medical and Health Assessment as defined in the Company's Health and Medical Policy and/or as required by the Federal, State and Territorial Legislation.

6.2. Employees are required to undertake this medical at nominated times during their employment as documented in the employer’s medical policy which may vary from time to time.

6.3. Cost for the medical will be worn by the employer. In addition, SCT will pay for the cost of an initial stress ECG, Glucose Blood Test (fasting) and Sleep Apnoea test.

6.4. The Employee will be required to have the medical conducted by a recognised medical practitioner nominated by the employer.

6.5. Failure to maintain the appropriate medical standard (NCOP Health Assessment for Rail Safety Workers) will result in a review of his or her suitability for their allocated task.

6.6. The employer will take all reasonable steps to resolve the situation of non- conformance but cannot guarantee continuity of employment in these circumstances.

6.7. Medicals will be booked a minimum of 1 month before the expiry date of the current medical. Employees will be given a 1 month notice of the date the medical has been booked. If Employees are able to do so, they may get blood test done prior, on their own accord.

6.8. If any issues arise with the provision of, or rostering of medicals as per clause 44.7 beyond the Employees control, they will not be financially disadvantaged.

7. FATIGUE MANAGEMENT

7.1. The Company has implemented a recognised Fatigue Management Program (FAID) with the express intent of improving safety while allowing greater operational flexibility. The parties to the Agreement are committed to the successful implementation and on-going maintenance of this program.

7.2. To assist the Company in this process the employee agrees to:

a. Participate in FMP training programs;

b. Operate within the Company's approved operating limits;

c. Ensure they are fit for duty at all times when working and if not fit for duty to inform their supervisor immediately;

d. Ensuring that all time sheets are completed correctly and accurately; and

e. Participate in any assessment or study that may be required from time to time to assess the operation of the scheme.

7.3. The employee will be subject to periodical audits by the employer to verify conformance to the SCT fatigue system (FAID).

8. DRIVER ONLY OPERATIONS (DOO)

8.1. The parties agree that subject to regulatory requirements mainline DOO is an operational requirement for the company provided that

DOO is implemented by agreement between the parties. Agreement will not subject to unreasonable demands by either party and be in line with normal industry standards.

9. TRAINING

9.1. The Company will promote vocational training, occupational health and safety training, safer work practices.

9.2. The Company recognises its responsibilities to provide a safe and healthy workplace for its employees and all other persons attending its sites and accordingly agrees to provide training in accordance with this clause:

9.3. **Induction Training**

a. Prior to a new employee commencing work with the Company the employee shall be trained where practical in:

(i) Occupational health and safety;

(ii) Relevant vocational skills

(iii) Company policies and procedures (where relevant)

(iv) Fatigue management; and

(v) Any other training relevant to the position.

b. The Company will endeavour to provide training prior to commencement of work.

9.4. **Ongoing Training**

a. The employer will comply with all relevant Codes of Practice (including the current drafts of the National Codes"), relevant Legislations, Regulations and approved and recognised industry standards as a minimum requirement, so as to meet the Company's obligations under the various States and Commonwealth Occupational Health and Safety Acts.

b. Any other training relevant to the position.

9.5. Career Progression and Training Structures

Classification	Qualification
Level 1	As per Safety Management System (SMS) Trainee Train Driver Progression up to and including all SCT inductions, basic rail safety and shunting competencies. At Level 1 the trainee is only available for 3rd person observation trips
Level 2	As per SMS Trainee Train Driver Progression the trainee has completed all competencies up to and including all competencies to achieve Level 2 trainee driver – general train examination. After the 2nd person assessment, this level can be rostered as the 2nd person with a qualified train driver. A 2nd person assessment is required for all routes or safe working systems
Level 3	As per SMS Trainee Train Driver Progression the trainee has completed all competencies to achieve Level 3 trainee driver – engine & air. Once assessed as competent, the trainee can be signed off as a terminal driver and gain experience train handling on the mainline with a qualified driver until competence at Level 4 be achieved.
Level 4	A Level 4 Driver holds a Certificate IV in Train Driving: • Have completed all safe working for the Home Depot, and • Have not gained any route qualifications at their Home Depot **Employees joining SCT with a recognized Certificate IV in Train Driving will begin as Level 4.**
Level 5	A Level 5 Driver has completed all Level 4 requirements and: • Are qualified as a terminal driver, and • Are qualified for all metro and/or local routes for their Home Depot.
Level 6	A Level 6 driver has all the competencies and qualifications as a Level 5 driver and: • Are qualified for a minimum of 2 mainline routes for that depot.
Level 7	A Level 7 driver is a Mentor Driver who works extensively with trainees progressing their on-job skills and abilities. A Level 7 driver has all the competencies and qualifications as a Level 6 driver. In addition, they hold the competencies for mentoring in the workplace as listed in the SMS Training Progression as per the RTO.

Level 8	A Level 8 Driver is an On-job Assessor who can complete route assessments and on job competencies assessments under the direction of the Driver Trainers. An AQF Competencies assessed by a Level 8 will need to be countersigned by the Level 9 under the auspice agreement. Required to hold a Certificate IV in Train Driving and at a minimum the assessment competencies of a Certificate IV in Training and Assessment. A Level 8 driver is not endorsed by an RTO to deliver classroom training, but can deliver SCT specific training.
Level 9	A Level 9 is a Driver Trainer who delivers classroom training under the auspice agreement with the SCT RTO. Required to hold a Certificate IV in Train Driving and a Certificate IV in Training and Assessment.

a. Payment for each Classification will be in accordance with the Schedule at Appendix 1.

b. SCT will provide Employee with all certificates of completion upon request.

c. If an employee requests to be assessed (competency or route) to progress to the next level, SCT will provide the assessment within 6 months of the request being made. If the request cannot be fulfilled, through no fault of the employee, the Employee will progress to the next rate of pay while awaiting the assessment.

(i) All requests to be route assessed are required to be presented in writing to the Depot Manager.

10. EMPLOYEE RESPONSIBILITIES

10.1. The Employee will diligently and faithfully perform all the duties and responsibilities of their employment as directed by the employer and other such duties as may be reasonably required by the employer from time to time.

10.2. The employee undertakes:

a. To devote the whole of the Employee's working time and attention and use the employee's best endeavours to further the development, reputation and business of the employer; and

b. To observe all lawful directions, orders, instructions and

policies (as varied from time to time) of the employer;

c. Not to be directly or indirectly involved or engaged in work for or provide services to any other Company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the Company, unless otherwise agreed to in writing by the Company;

d. All rail safety workers are required by legislation to ensure they comply with SCT's Fatigue management policy and procedures.

11. WORKPLACE RIGHTS

11.1. The Company recognises that Employees may wish to be supported by Driver Representatives in certain circumstances including matters of a disciplinary or performance counselling nature. If the Company considers it appropriate and where such support is requested by an Employee, the Company will allow those supporting Driver Representatives appropriate time away from their normal duties to assist the Employee concerned (this does not seek to diminish the Employees right to request representation). Such time may only be taken by the Driver Representative if it has been authorised by the Company in advance. The company may also agree to allow the Driver Representative access to such things as telephones, computers, faxes or the like if it is reasonably necessary to enable them to support the Employee.

12. EMPLOYEE MEETINGS

12.1. SCT commit to meeting with nominated Driver Representatives on a quarterly basis to discuss operational issues, concerns and ideas, strategic initiatives, policy and procedural changes.

12.2. These meetings will be both face to face and online, and have minutes recorded detailing topics discussed, decisions made and timeframes for actions allocated.

13. DRUGS AND ALCOHOL

13.1. The Employee's employment may be terminated immediately, if:

a. The Employee is found to have or have had a blood alcohol level above zero (0.00) whilst on duty, or

b. The Employee is found to be or to have been drinking

alcoholic beverages whilst on duty, during meal breaks, on workplace premises or in the employer's vehicles and or other equipment.

c. The Employee is found to be or to have been under the influence of illegal or illicit drugs whilst on duty, during meal breaks, on workplace premises or in the employer's vehicles and or other equipment.

14. SMOKING/VAPING

14.1. All Employees will comply with the Company's Smoke Free Work Environment policy by not smoking/vaping at any time in their vehicle or anywhere within the Company's environs, including clients' premises. Where any Employee is found to have contravened any provisions of this clause, the incident will be reviewed, and disciplinary action may result.

15. INFRINGEMENTS AND OR SAFEWORKING BREACHES

15.1. Any infringements or safe working breaches and other fines or penalties for unsafe work practices will be the Employee's responsibility. Such incidents may incur disciplinary action, or in serious cases, termination of employment. The Employee must pay all traffic infringements incurred when in charge of a company vehicle.

15.2. All infringement notices and fines must be reported to the Employee's supervisor, or another designated person, as soon as practical after the infringement has occurred, or the Employee has been made aware of the infringement. The Employee must provide to the employer proof of payment of all fines by the due date.

16. VALID LICENCE

16.1. The Company will have the right, at its discretion, to terminate an employee who through loss of motor vehicle licence or other similar cause is unable to perform their normal duties.

16.2. The employee will be required to produce proof of licence validity on request, and such a request may be made at any time.

17. LOCOMOTIVE MAINTENANCE

17.1. The Employee is responsible for:

a. Notifying the employer of any servicing or maintenance requirements; and

b. Ensure that all spillages are cleaned, refrigerators are empty upon completion of shift and rubbish is removed from the Locomotive upon completion of the Employees shift; and

c. Reporting to the employer any damage or any incidences, no matter how minor and completion of a minor incident/ near miss report; and

d. Checking consumables such as oil, water, lights, etc. Communication systems are operative and all safety equipment if available prior to commencing work.

18. CREW CAR

18.1. The Employee is responsible for:

a. Notifying the employer of any servicing or maintenance requirements; and

b. Ensure that all spillages are cleaned, refrigerators are empty upon completion of a Trip and Rubbish is removed from the Crew Car upon completion of the Employee shift; and

c. Ensure all dishes and utilities are washed after use and returned to their storage location

d. Ensure that all showers, toilet, kitchen areas are kept clean for others to use

e. Reporting to the employer any damage or any incidences, no matter how minor and completion of a minor incident/ near miss report; and

f. Checking consumables such as oil, water, lights, etc. Communication systems are operative and all safety equipment if available prior to commencing work.

19. PASSENGERS

19.1. The Employee will not carry passengers, including family, friends or hitchhikers, in company vehicles including locomotives and rolling stock without prior written permission in each instance by their supervisor.

19.2. In cases of emergency only passengers will be permitted with the authorisation of SCT management.

20. DUTIES

20.1. The duties to be carried out by the Employee are but not limited to:

a. Locomotive driving either single man or two-man operation;

b. Second person in a locomotive;

c. Ground shunting;

d. Administrative tasks, including incident/hazard reporting;

e. Minor repairs to equipment; and

f. Train examinations

g. Cleaning

20.2. The Employee will at the employer's request and with the employees consent, carry out work he might not normally perform on a short or long term basis, to satisfy the employer's business requirements, or to ensure all equipment is utilized for the maximum benefit of the employer or customer. The Employee, when transferring to other duties, will be assessed to verify if additional training is required to ensure competence in the new function is adequate.

21. SAFETY

21.1. It is agreed that there can be no compromise with safety and that safety is both the employer's and the Employee's responsibility. In particular, the employer's policy is:

a. To provide safe working conditions for all employees.

b. To provide and maintain safe, plant and equipment.

c. To provide the training necessary for employees to safely carry out their duties.

d. To take all practical steps to avoid accidents.

e. To regard all industrial accidents as preventable.

f. To require all employees to follow safe operating practices and procedures that will safeguard the public and other employees at all times.

22. IN CAB SAFETY CAMERAS

22.1. If, legislation requires or there is mandate governed by the Rail Safety National Law to implement In Cab Audio and/or Video Monitoring Systems into SCT locomotives, SCT will undergo a consultation process with driver representatives of the impacted employees.

22.2. Following the consultation period prescribed in clause 43, SCT will consult with the impacted employees during the implementation and transition phases of introducing the In Cab Audio and/or Video Monitoring systems.

22.3. If, in accordance with clause 60.1 In Cab recording is introduced the available footage is only to be used for the investigation of Network safety incidents and only viewed by persons determined within the Legislative requirements.

22.4. This Clause does not apply to:

a. Telecommunication and radio recordings or;

b. Outward facing visual monitoring.

23. UNIFORMS

23.1. Employees will be provided with uniforms, which must be worm at all times whilst on duty. These will be replaced on a fair wear & tear basis and or due to risk

23.2. The livery type and colour of the uniform will be at the discretion of the employer

23.3. The employer will also provide Safety attire (PPE) which will be worn at all necessary times by the Employee. Where an Employee is required to wear prescription glasses, the company agrees to supply 1 pair of clear prescription and 1 pair of tinted prescription safety eyewear every 2 years, to the value of $800 total. The company is not responsible for any costs associated with eye tests or lens testing. The Employee will be responsible for the cost of replacement of the glasses during the 2-year period, regardless of whether they were lost, damaged or stolen.

23.4. The Employee is responsible for ensuring all uniforms and Safety attire are cleaned regularly and presents themselves at work in the allocated uniform in a clean and professional manner.

Signatories

SIGNED for and on behalf of
SCT Opco Pty Ltd
by, Philip Williamson of 7 Westlink Court Altona, Vic as authorised Representative of the Employer

in the presence of: Phil Williamson

Witness Name: Julia Tarca

Signature: Julia Tarca Date: 31 July 2024

SIGNED for and on behalf of The Australian Rail, Tram and Bus Industry Union (RTBU), SA Branch, Vic Brach and NSW Branch as Authorised Representative of employees to be covered by this Agreement by Alex Claassens of Level 5, 377 – 383 Sussex Street Sydney, NSW A Claassens

in the presence of:

Witness Name: Minna Davis

Signature: M Davis Date: 6 August 2024

APPENDIX 1– Rates of Pay

Hourly Rates of Pay

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
%	66%	80%	91%	95%	97.50%	100%	102.50%	105%	110%
Ordinary Hourly Rate									
Effective from FWA Approval	29.45	35.69	40.60	42.39	43.50	44.62	45.73	46.85	49.08
1/07/2024	30.62	37.12	42.23	44.08	45.24	46.40	47.56	48.72	51.04
1/07/2025	31.85	38.61	43.91	45.84	47.05	48.26	49.46	50.67	53.08
1/07/2026	32.81	39.76	45.23	47.22	48.46	49.71	50.95	52.19	54.68
Aggregate Hourly Rate									
Effective from FWA Approval	38.35	46.49	52.88	55.21	56.66	58.11	59.56	61.02	63.92
1/07/2024	39.89	48.35	55.00	57.41	58.92	60.43	61.95	63.46	66.48
1/07/2025	41.48	50.28	57.20	59.71	61.28	62.85	64.42	65.99	69.14
1/07/2026	42.73	51.79	58.91	61.50	63.12	64.74	66.36	67.97	71.21
Overtime Rates									
Effective from FWA Approval	50.06	60.68	69.02	72.06	73.95	75.85	77.74	79.64	83.43
1/07/2024	52.06	63.11	71.78	74.94	76.91	78.88	80.85	82.83	86.77
1/07/2025	54.14	65.63	74.65	77.94	79.99	82.04	84.09	86.14	90.24
1/07/2026	55.77	67.60	76.89	80.27	82.39	84.50	86.61	88.72	92.95

Rates of Pay Per Annum

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
%	66%	80%	91%	95%	97.50%	100%	102.50%	105%	110%
Ordinary Rate Per Annum									
Effective from FWA Approval	65,843.72	79,810.57	90,784.52	94,775.05	97,269.13	99,763.21	102,257.29	104,751.37	109,739.53
1/07/2024	68,477.47	83,002.99	94,415.90	98,566.05	101,159.89	103,753.74	106,347.58	108,941.42	114,129.11
1/07/2025	71,216.56	86,323.11	98,192.54	102,508.69	105,206.29	107,903.88	110,601.48	113,299.08	118,694.27
1/07/2026	73,353.06	88,912.80	101,138.31	105,583.95	108,362.48	111,141.00	113,919.53	116,698.05	122,255.10
Aggregate Rate Per Annum									
Effective from FWA Approval	85,757.21	103,948.13	118,241.00	123,438.41	126,686.79	129,935.17	133,183.55	136,431.93	142,928.68
1/07/2024	89,187.50	108,106.06	122,970.64	128,375.95	131,754.26	135,132.57	138,510.89	141,889.20	148,645.83
1/07/2025	92,755.00	112,430.30	127,889.47	133,510.98	137,024.43	140,537.88	144,051.32	147,564.77	154,591.66
1/07/2026	95,537.65	115,803.21	131,726.15	137,516.31	141,135.16	144,754.01	148,372.86	151,991.71	159,229.41

Allowances

Allowance	Meal Allowance
On FWC Approval	35.13
1/07/2024	36.54
1/07/2025	38.00
1/07/2026	39.14

Hours are based on 43 hours per week.

The hourly aggregate is based on 172 hours over - 4 weeks and includes an allowance for RDOs.

The per annum rate is based on the aggregate of 2236 hours.