

# Public Transport Authority Rail Car Drivers (Transperth Train Operations) Award 2006

## 1. - APPLICATION AND OPERATION

### 1.1. - TITLE

This award shall be known as the “Public Transport Authority Rail Car Drivers (Transperth Train Operations) Award 2006”.

### 1.2. - ARRANGEMENT

#### 1. APPLICATION AND OPERATION

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#### 1.3. - AREA AND SCOPE

This award shall apply to railcar drivers (Trainee Railcar Drivers, Railcar Drivers, Driver Trainers and Driver Coordinator) who are members of or eligible to be members of the Australian Rail, Tram and Bus Industry Employees Union, Western Australian Branch and employed by the Public Transport Authority on the Metropolitan Rail Network.

#### 1.4. - TERM

The term of this award will operate for a period of twenty-four (24) months from and including the operative date and will remain in force until suspended, cancelled or replaced.

#### 1.5. - BOARD OF REFERENCE

- 1.5.1 The Commission hereby appoints, for the purpose of this award a Board of Reference consisting of a chairperson and a equal number of employers' and employees representatives who shall be appointed pursuant to section 48 of the Industrial Relations Act, 1979.
- 1.5.2 The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference which shall include the determination of any dispute as to the application of any special rate provision prescribed herein except such as involve an interpretation of the provisions of this award or any of them.
- 1.5.3 An appeal lies to the Commission in Court Session against any determination, decision or finding of the Board of Reference as prescribed in regulation 118 of the Industrial Relations Act (Western Australian Industrial Relations Commission) Regulations 2005

#### 1.6. - INTRODUCTION OF CHANGE

##### 1.6.1 Employers Duty to Notify

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.

- 1.6.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenor; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

##### 1.6.3 Employer's Duty to Discuss Change

The employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in the sub-clause (1.6.4) hereof, the effects the changes are likely to have on employees, measure to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees and/or their union in relation to changes.

- 1.6.4 The discussion shall commence as early as reasonably practicable after a firm decision has been made by the employer to make changes referred to in sub-clause (1.6.1) hereof.

- 1.6.5 For the purposes of such discussion, the employer shall provide to the employees concerned and their union, all relevant information about the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employers interests.

#### 1.7. - DEFINITIONS

"Employer" means – Public Transport Authority or its successor.

"Head of Branch" means – Chief Executive Officer/or his nominee of the Public Transport Authority that has the responsibility for Rail Car operations.

"Union" means – The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch".

"WAIRC" means – Western Australian Industrial Relations Commission.

#### 2. - CONTRACT OF EMPLOYMENT

## 2.1. - CONTRACT OF EMPLOYMENT

- 2.1.1 The employer shall advise each employee, prior to the time of engagement, if they are to be employed as a permanent full time or permanent part-time employee; and
- 2.1.2 Advise such employee that employment will be subject to the provisions of statutory and employer rules, regulations and policies, as amended from time to time.
- 2.1.3 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 2.1.4 Probation – New Employees

- (a) A new employee's appointment to a position in the Public Transport Authority will be subject to a probationary period of three (3) months which may be extended up to another three (3) months provided that prior to expiration of the initial period of probation the employee was informed which areas of performance that have to be improved.
- (b) Subject to satisfactory performance an employee's appointment will be confirmed at the conclusion of the probationary period.
- (c) During the probationary period, if the employee's performance is not satisfactory, the employer may terminate the contract of employment by giving the employee one-week notice or payment in lieu of notice.

2.1.5 Permanent Full Time Employee:

An employee engaged for a minimum of thirty-eight (38) ordinary hours per week worked on any day Monday –Sunday.

2.1.6 Permanent Part Time Employee:

An employee engaged for a minimum of fifteen (15) ordinary hours per week; and up to a maximum of thirty (38) ordinary hours per week, worked on any day Monday to Sunday; and shall be entitled to all the conditions of employment as a full time employee on a pro rata basis.

2.1.7 Notice of Termination by Employer

- (a) The employment of any employee (other than a casual employee) may be terminated by the following notice period, provided that an employee has not been dismissed on the grounds of serious misconduct in which case the employee shall be paid up to the time of dismissal.

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one (1) year	At least one (1) week
More than one (1) year but not more than (3) years	At least two (2) weeks
More than three (3) years but not more than five (5) years	At least three (3) weeks
More five (5) years	At least four (4) weeks

- (b) An employee who at the time of being given notice is over forty five (45) years of age and has completed two (2) years' continuous service with the employer shall be entitled to one (1) weeks additional notice.

2.1.8 Payment in lieu of notice prescribed in 2.1.5(a) and (b) shall be made if appropriate notice period is not given. The employment may be terminated by part of the period specified and part payment in lieu thereof.

2.1.9 In calculating any payment in lieu of the notice the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated.

- 2.1.10 The period of notice an employee must give to their employer, is the same as applies to the employer, except the extra week for being forty- five (45) years of age; provided the employer and the employee may agree to a shorter period of notice.

## 2.2. - STAND DOWN

- 2.2.1 Where on any day or part of a day, the employer is unable to provide useful work for the employee as a result of:
- (a) Industrial action, whether or not on the part of the employer's employees; or
  - (b) Any cause outside the employer's control, the employer is entitled to stand down the employee and not pay the employee for the day or part of a day.
- 2.2.2 Subject to the employer's approval the employee may elect to have the day or part day paid as annual leave provided the employee has such leave entitlement.
- 2.2.3 Any period for which the employee is not paid under the provisions of Clause 2.2.1 will count as service for the accrual of leave to which the employee would otherwise be entitled under this award, provided that the employee resumes work as required at the end of such period.

## 2.3. - EMPLOYEES PERFORMING HIGHER DUTIES

- 2.3.1 An employee engaged on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate as follows:
- 2.3.2 Where the employee is engaged for more than one half day or shift they shall be paid for the day or shift.
- 2.3.3 Where the employee is employed for one-half or less than one half of one day or shift they shall be paid the higher rate for the time actually worked.
- 2.3.4 Any acting of less than twenty minutes shall not be counted or paid.
- 2.3.5 The conditions applicable to the higher duties shall apply.
- 2.3.6 Any employee required to perform work in a lower grade for any shift or portion thereof shall not have their wages reduced whilst employed in such lower capacity.

## 2.4. - CHARGES AGAINST EMPLOYEES

- 2.4.1 Each employee shall provide when called upon, with the least possible delay, any report or statement, which may be required by the officer in charge.
- 2.4.2 When an employee against whom a charge is pending has made a statement to an officer in charge and which statement the officer in charge has taken down in writing, such employee shall either be furnished with a copy of such statement or be allowed to take a copy of it.
- 2.4.3 If in the opinion of the Manager, the action of any employee should be reported to the head of the branch, it shall be done within seven days of the forepersons or Manager's, first knowledge of the occurrence. For the purpose of this clause a main depot shall be any depot where an area manager or locomotive shed foreperson is stationed.
- 2.4.4 The employee shall at the same time be notified by the Manager that the employee is reported, otherwise such report shall be null and void; provided that, when an employee reports on such employee's daily running sheet

an irregularity or other occurrence in which the employee is concerned, to the employer, it shall not be necessary for the foreperson or Manager to notify such employee that such employee has been reported to the head of the branch.

- 2.4.5 But if the employee in such cases is to be charged the manager must so notify the employee within 21 days of the receipt of the daily running sheet.
- 2.4.6 When a charge has been made against any employee such employee shall be supplied with a copy of such charge and any reports upon which it is based. No charge shall in any case be laid after the expiration of 30 days from the date of the occurrence.
- 2.4.7 If a final decision in any case in which a charge has been made against a employee is not given within three (3) calendar months of the occurrence first coming to the knowledge of the head of branch or within fourteen (14) days of the final determination of any charge relating to the occurrence brought against the employee by a party other than the employer (whichever is the later) the charge in question shall lapse.
- 2.4.8 An employee who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sunday or holiday) following the date on which the employee was suspended. Except in cases where dismissal follows suspension, an employee shall be paid for any time under suspension in excess of six days, provided the employee has not delayed the submission of the employee's explanation of the offence for which the employee was suspended.
- 2.4.9 Where an employee exercises the right of appeal, no deduction shall be made from the employee's wages in respect of any fine until a final decision has been given.
- 2.4.10 Where an employee has been fined an amount exceeding one day's pay, the amount to be deducted from any fortnights pay shall not be greater than one day's pay, except with the consent of the employee concerned.
- 2.4.11 Where, owing to absence from duty of an employee through sickness, it is not possible to notify the employee within the period, prescribed in sub clause 2.4.3 that the employee has been reported, the provision shall be regarded as having been complied with if the employee is so notified within seven (7) days of resuming duty following such absence. In such cases, the period in which the final decision as per 2.4.4 may be made shall be extended to three calendar months from the date of the employee's resumption of duty following absence.

## 2.5. - DISCIPLINE

- 2.5.1 The head of the Branch shall have power to reprimand, fine, suspend from duty, reduce in grade, or dismiss any employee, and to remove any driver from railcar driving duties. Provided always that the notification to an employee of any such action shall be in writing, and shall state the reason for same being taken.

## 3. - HOURS OF WORK

### 3.1. - HOURS OF DUTY AND 38 HOUR WEEK

#### 3.1.1 Full Time Employee

The ordinary hours of employment shall be thirty-eight (38) hours per week, and shall consist of five shifts worked between Monday and Sunday inclusive which shall constitute a week's work.

- 3.1.2 Notwithstanding the provisions of sub clause 3.1.1 the thirty eight hour week shall be worked in accordance with the following provisions;

- (a) The calendar year will be divided into thirteen 4 weekly cycles.
- (b) The ordinary hours of employment in each cycle will be 160 hours on a forty (40) hour week basis.

- (c) Eight (8) hours in each cycle (2 hours per week) will be accumulated for subsequent clearance as an extra day off.

3.1.3 (a) Rosters when first posted shall show two rostered day off between Monday and Sunday.

- (b) No shift shall be less than five (5) hours. The employer shall arrange as far as practicable that shifts shall not exceed eight and a half hours and, except in cases of emergency or where relief cannot be provided, an employee shall not be required to remain on duty for more than ten (10) hours.

3.1.4 Accumulated Day's Off

- (a) Subject to reasonable notice of not less than five days the accumulated extra days off are to be taken in one or two parts at the employer's discretion provided that a lesser period of notice may be given with the consent of the employee.
- (b) Extra days off may be taken in anticipation of the credit time to be worked in any one-leave year subject to the provisions of paragraph (c) hereof.
- (c) The employer shall, upon receipt of a written request from an employee to clear extra days off when taking annual leave and or public holidays entitlements as provided for in Part 6 of the Award.
- (d) At the end of the leave year, or on the termination of the employee's services if sooner, an adjustment to the employee's entitlements will be made for any extra days off taken during the leave to which the employee, through subsequent service, has not become entitled.

3.1.5 Part Time Employee

Five shifts between Monday and Sunday inclusive shall constitute a week's work

3.1.6 Part Time Overtime Payment

All time worked in excess of the posted rostered ordinary hours of duty daily shall be paid at the rate of time and a half for the first three hours and double time thereafter.

### 3.2. - OVERTIME

3.2.1 Public Holidays

- (a) Employees required to work on a Public Holiday shall be paid for all time worked at the rate of time and a half for the first 8 hours worked on any shift on that day and at the rate of double time and a half for all time worked in excess of eight hours on any shift in lieu of all other penalties which may be payable for work on that day under this award, provided that a minimum payment of five (5) hours shall be paid to the employee concerned.
- (b) In addition to payment described in 3.2.1(a) a employee required to work on a Public Holiday shall be paid a further eight hours, provided that the employee may elect in lieu of being paid for that eight hours, to be granted a day's holiday with pay which may be cleared with the annual leave or taken at some subsequent date when the employee so agrees.

3.2.2 Rostered Day Off

- (a) A rostered day off as provided for in sub-clause 3.1.3(a) shall be 24 hours commencing 0001 hours to 2400 hours on the day designated as the rostered day off.
- (b) Where an employee is called upon to commence or works any part of a shift during such employee's rostered day off the employee shall be paid at the rate of double time for all time worked for that shift.

### 3.2.3 Weekly - Overtime

All time (exclusive of Sunday time) worked in excess of forty hours in any one week shall be paid at the rate of time and a half.

### 3.2.4 Sunday and Saturday

(a) All time worked on a Sunday shall be paid at the rate of double time, and all ordinary time worked on Saturdays by shift employees shall be paid at time and a half.

(b) When Saturday is an additional shift all time worked will be paid at double time.

For the purposes of this sub-paragraph "shift employees" means employees whose usual hours of duty commence and complete other than during the period 0700 hours and 1730 hours.

(c) No employee shall be brought on duty on a Sunday for less than five hours' work.

### 3.2.5 Bans and Limitations

(a) The employer may require any employee to work reasonable additional hours at the additional hour rates provided under this Award, and such employee shall not unreasonably refuse to comply with such request, provided that an employee may refuse to work such additional hours if the employee has a family or community commitment or medical appointment. The employer shall be entitled to require evidence in relation to the commitment claimed by the employee.

(b) No union or employee covered by this Award shall, in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of subclause 3.2.5(a).

## 3.3. - MEAL AND REST BREAKS

3.3.1 (a) An employee shall be entitled to a paid crib break of twenty minutes in duration; without deduction of pay, arranged to be taken after the completion of the third and before the completion of the fifth hours of duty.

(b) An employee shall not be permitted to continue longer than four (4) hours and thirty (30) minutes on a shift which is greater than five hours in duration without taking a crib break

3.3.2 (a) A second crib break of not less than fifteen minutes shall be allowed after an employee has been on duty nine hours, without deduction of pay, when it reasonably expected that such duty will continue for at least a further hour.

(b) The employer shall provide such employee a meal allowance of \$12.85 to cover the cost associated with the purchase of foods associated with the taking of a second crib.

The above allowance will be adjusted in accordance with the official movements in the Consumer Price Index (CPI) - Food (Perth) as measured for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

## 3.4. - MINIMUM TIME OFF DUTY

3.4.1 Each driver shall be allowed off duty for a minimum of twelve hours, except as provided hereunder.

3.4.2 Notwithstanding the provisions of Clause 3.1.3(b), the period off duty shall be calculated from the actual time the employee is released from duty by the employer.

- 3.4.3 When an employee is brought on duty without the prescribed period of rest, such employee shall be paid continuous duty as from the time the employee booked on the previous shift for which the employee had less than the stipulated rest period. This shall not apply where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case the employee shall be paid at the double rate for the time between the actual rest period and the minimum period of the rest prescribed in this Award.
- 3.4.4 No employee shall be called or booked up for duty without having the prescribed period of rest while there is another qualified employee available who has had the prescribed rest.

### 3.5. - GUARANTEED WEEK'S WORK

#### 3.5.1 Full Time Employees

The employer shall guarantee to each fulltime employee a full weeks work of forty hours, inclusive of Sunday work, except during such period as by reason of any action on the part of any section of it's employees or for any cause beyond the control, it is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

#### 3.5.2 Part-Time Employees

The employer shall guarantee to each Part-time employee a weeks work of (15) fifteen ordinary hours and or the stated rostered hours for that week, whichever is the greater, except during such period as by reason of any action on the part of any section of it's employees or for any cause beyond the control, it is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

## 4. - RATES OF PAY

### 4.1. - MINIMUM ADULT AWARD WAGE

- 4.1.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 4.1.2 The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.
- The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.
- The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2020.
- 4.1.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- 4.1.4 Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 4.1.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

- 4.1.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 4.1.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 4.1.8 Subject to this clause the minimum adult award wage shall –
- (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

4.1.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

4.1.10 Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2020.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

4.2. - CLASSIFICATION AND PAY RATES

- 4.2.1 (a) No person shall be employed as a driver of a Railcar on the Government Railways without the approval of the head of Branch.

- (b) Such driver shall be trained and assessed in accordance with the Driver Training Program or other developmental training program as agreed between the employer and the Union.

CLASSIFICATION	BASE RATE – per week (full time)
Trainee Railcar Driver	\$1064.50
Railcar Driver	\$1252.40
Driver Trainer	\$1314.60
Driver Coordinator	\$1376.60

4.2.2 The following provisions apply to trainees:

- (a) The wage rate applicable to Trainees' shall 85% of the wage rate applicable to the classification of a railcar driver for which the employee is being trained.
- (b) This rate will apply to a Trainee for the duration of the training period until the trainee has passed the assessment in accordance with the Driver Training Program.
- (c) Trainees shall be required to undertake training during shift work hours, Sunday to Saturday.

4.2.3 The rates of pay in this Award include Arbitrated Safety Net Adjustments available under the Arbitrated Safety Net Adjustment Principle.

4.2.4 These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by the employee since 1 November 1991 above the rate prescribed in Award, except where such absorption is contrary to terms of an industrial agreement.

4.2.5 Increases in the rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

#### 4.3. - SUBURBAN ELECTRIC RAILCAR ALLOWANCE

- 4.3.1 (a) An employee qualified in the operation of electric suburban railcars and who, for any shift or part of a shift is rostered to work as driver on the suburban rail system shall, for the whole of that shift, be paid the following allowance in addition to the appropriate rate of pay.

##### Rate per week

- |     |              |         |
|-----|--------------|---------|
| (1) | First Year   | \$42.85 |
| (2) | Thereafter   | \$43.15 |
| (3) | Special Case | \$43.85 |

- (b) For the purpose of this sub-clause "driver" shall include "shed driver" provided that a shed driver in receipt of the above allowance shall be available and capable of being rostered for passenger operations.
- (c) The above rates will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of Rail Car Driver of the Public Transport Authority Rail Car Drivers (Transperth Train Operations) Award 2006, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

#### 4.4. - MARSHALLING

- 4.4.1 Employees will carry out any marshalling required in the operation of the train. The marshalling may be performed at stations, sidings or depots at any time during the shift.

#### 4.5. - RAILCAR/LOCOMOTIVE CONFIGURATIONS

- 4.5.1 Employees will operate railcars or locomotives in any required configuration including, but not limited to, single or multiple railcars or the recovery locomotive.

#### 4.6. - KNOWLEDGE OF ROADS

- 4.6.1 Where an employee is required to learn the road only, this will be achieved by a combination of:
- (a) Being rostered with a qualified employee who has knowledge of the roads; and/or
  - (b) The use of simulators; and/or
  - (c) Any other agreed acceptable method.
- 4.6.2 Should the requirements of the service necessitate that the driver shall run over a road with which the driver is not fully acquainted the driver shall be provided with a pilot. Such pilot shall be a person who is qualified to operate a Railcar and has direct knowledge of the road to be run over and is authorised to drive. In cases where a driver is removed from one depot to another, the driver shall be given access to facilities to learn the road without loss of driver's pay.

#### 4.7. - PREPARING AND STABLING ENGINES

- 4.7.1 Each driver shall, if required to do the work, be granted the appropriate allowance for preparing and stabling Rail Cars, as agreed by mutual consent between the employer and the Union, or failing such agreement as shall be prescribed by the Board of Reference pursuant to Clause 1.5 – Board of Reference, of this Award.

#### 4.8. - PAYMENT OF WAGES

- 4.8.1 Subject to the following provisions of sub clause 4.8.2 wages shall be paid fortnightly no later than each alternate Thursday.
- 4.8.2 All employees' wages will be paid into accounts (nominated by each employee) with a savings bank, trading bank (cheque account), building society or credit union.
- 4.8.3 The employer shall provide for each employee a pay advice slip in respect of each payment of wages. Such slip shall detail the gross wages payable, including the composition, deductions made and net wage paid. Such slip shall be provided to the employee on or before each payday.

### 5. - ALLOWANCES AND FACILITIES

#### 5.1. - SHIFT WORK

- 5.1.1 The employer may, if the employer so desires, work any part of its business on shifts in accordance with the following provisions;

- (a) On an afternoon shift which commences before 1800 hours and the ordinary time of which concludes at or after 1830 hrs, an employee will be paid an allowance of \$2.94 an hour on all time paid at ordinary rate.
- (b) On a night shift, which commences at or between 1800, and 0359 hours, an employee will be paid an allowance of \$3.41 an hour on all time paid at ordinary rate.
- (c) On an early morning shift, which commences at or, between 0400 and 0530, an employee will be paid an allowance of \$2.94 an hour on all time paid at ordinary rate.
- (d) In addition to the hourly shift work allowance, an employee will be paid an allowance of \$3.41 for any shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.
- (e) In calculating the allowance under this clause, broken parts of an hour less than thirty minutes on any shift shall be disregarded and thirty minutes to fifty-nine minutes paid as one hour.
- (f) The above allowances will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

#### 5.2. - TEMPORARY TRANSFER ALLOWANCE

5.2.1 When an employee in the metropolitan area is required to work at another metropolitan depot other than the depot at which the employee is stationed the following shall apply:

- (a) When the distance the employee is required to travel from the employee's usual place of residence to the depot where the employee is temporarily working is greater than the distance the employee is required to travel from the usual place of residence to the employee's home depot, the employee shall be paid an allowance of \$1.72 per kilometre in both directions for the extra distance the employee is required to travel. Such allowance as specified in this paragraph is in recognition of the cost and time taken for the extra distance to be travelled.

The rates referred to in this subclause shall be adjusted by the Employer from time to time by reference to changes to the median of the Perth metropolitan Tariff 1 weekday pay rates per kilometre charged by all licensed taxis in Perth. The adjustment shall take effect from the date nominated by the employer, which shall be no later than 28 days after being notified in writing by the Union of a change to the median weekly rate.

- (b) When the period of relief is for one week or less the allowance of \$7.85 per shift shall be paid in recognition of the disruption to the employee's normal roster.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

#### 5.3. - ON CALL ALLOWANCE

5.3.1 Employees on call outside the ordinary hours of duty will be paid an allowance of \$4.37 per hour for all time on call.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).



- 5.5.1 Free intrastate station to station passes, free privilege tickets, including free rail travel to and from work, and concessional privilege tickets shall be made available to employees and their dependants. These entitlements shall be in accordance with the conditions specified in the Public Transport Authority Pass Manual or its successor Manual, a copy of which shall be supplied to the Union. The entitlements existing at the date of this award shall not be reduced without agreement between the Commission and the union.
- 5.5.2 Where agreement cannot be reached between the parties any dispute under this clause shall be determined by a Board of Reference pursuant to Clause 1.5 – Board of Reference.

## 6. - LEAVE

### 6.1. - PUBLIC HOLIDAYS

- 6.1.1 The following days or days observed in lieu shall, be allowed as holidays without deduction of pay namely:
- (a) New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation day, Sovereign's Birthday, Christmas Day and Boxing Day;
  - (b) Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this sub clause.
- 6.1.2 When any of the days mentioned in 6.1.1 falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted shall not be a holiday.
- 6.1.3 When any of the days mentioned in 6.1.1 above falls on an employee's rostered day off the employer and the employee may agree that the employee receive;
- (a) An additional days wage; or
  - (b) Another day off may be allowed within twenty-eight (28) days of the award holiday; or
  - (c) An additional day off may be taken in conjunction with a period of annual leave.
- 6.1.4 A "Days Wage" shall be calculated by multiplying the employee's hourly rate by 7.6 hours ordinary time earnings.

### 6.2. - ANNUAL LEAVE

- 6.2.1 Regular Day Shift Employees
- (a) Except as herein provided a period of four (4) consecutive weeks leave with payment at the employee's ordinary rate of wage, plus a leave loading of seventeen and a half percent (17.5%) shall be allowed annually to an employee by the employer.
  - (b) Entitlements to annual leave accrue pro rata on a weekly basis.
- 6.2.2 Seven Day Shift Employees
- Shift employee's who work other than regular day shift shall be entitled and allowed an additional week's leave on full pay inclusive of leave loading of twenty (20%) percent.
- (a) This provision shall also apply to any other employee whose ordinary hours of work can be extended over Saturdays and Public Holidays and whose hours of duty vary throughout the twenty-four (24) hours of the day and who may be called upon to work Sundays.

- (b) Notwithstanding anything elsewhere contained herein this sub-clause shall not apply to any employee whose ordinary hours of work must be completed between Monday and Friday inclusive and not on Public Holidays.

#### 6.2.3 Part Qualifying Period Seven Day Shift Employee

Where an employee with twelve (12) months' continuous service is engaged for part of a qualifying twelve (12) monthly period as a seven day shift employee, such employee shall be entitled to have the period of annual leave to which the employee is otherwise entitled under this clause increased by one-twelfth of a week for each completed month the employee is continually so engaged, shall be paid for the annual leave plus the extra leave at the employees ordinary rate of wage, plus a loading calculated at eighteen and three quarter (18.75%) percent for the annual leave taken.

#### 6.2.4 Annual Leave Loadings

If the annual leave loading gives a greater amount than the amount of loading calculated in accordance with Clause 6.2.1 or 6.2.2 or 6.2.3 as the case may be, an employee shall be entitled to payment of –

- (a) Shift penalties Monday to Friday inclusive; and
- (b) Saturday penalty,

which the employee would have received for ordinary time had the employee not proceeded on annual leave, in lieu of such loadings.

- (c) The annual leave loading shall not exceed the Average Weekly Total Earnings of all males in Western Australia as published by the Australian Bureau of Statistics for the September Quarter of the year immediately preceding that in which the leave commences.

#### 6.2.5 Annual Leave List

- (a) Every year, prior to 31 July, a statement shall be posted in each shed showing the date on which each employee will go on annual leave and resume duty. The annual leave for such shall be calculated up to 30 June each year and only leave up to that date shall be granted each year, except in cases where leave has been allowed to accumulate.
- (b) Employees are not to be booked on annual leave for more than one year in succession between 30 April and 1 September, except at the request of the employee. Holiday lists are not to be departed from except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.
- (c) Unless at the request of a employee, an employee shall not be rostered to clear further annual leave within four (4) months of resuming duty following long service leave.
- (d) With the approval of the head of branch, any employee may exchange dates with another.
- (e) An employee shall take the whole of such leave taken at the one time each year. Provided always that with the consent of the employer leave may be allowed to accumulate for two (2) years.
- (f) Notwithstanding anything else in this Clause, in respect of an entitlement of annual leave that has accrued more than twelve (12) months, where an employee and the employer have not agreed when to take leave, the employer is not to refuse the employee from taking leave provided the employee gives the employer two (2) weeks notice of the period of intended leave.

#### 6.2.6 No Deduction

No deduction shall be made from annual leave for the period an employee is off duty through sickness unless the absence exceeds three (3) calendar months.

### 6.3. - BEREAVEMENT LEAVE

6.3.1 Subject to 6.3.3 on the death of:

- (a) the spouse or de facto partner of an employee;
- (b) the child or stepchild of an employee;
- (c) the brother, sister, step brother or sister of an employee;
- (d) the parent, step parent or grandparent of an employee; or
- (e) any other persons who, immediately before that persons death, lived with the employee as a member of the employee's family,

an employee, including a casual, is entitled to leave up to and including the day of the funeral of such person and be paid bereavement leave of up to two (2) days.

6.3.2 The two (2) days need not be consecutive.

6.3.3 Bereavement leave is not to be taken during a period of any other kind of leave, or at a time when the employee is not rostered for duty.

6.3.4 An employee who claims to be entitled to paid leave in accordance with 6.3.1 is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to the death that is the subject of the leave sought and the relationship of the employee to the deceased person.

### 6.4. – SICK LEAVE

6.4.1 An employee who is unable to attend or remain at their workplace of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

6.4.2 An employee is entitled to payment pursuant to this clause for seventy-six (76) hours per annum accrued pro rata on a weekly basis.

- 6.4.3 (a) Subject to paragraph (b) an employee shall be paid for sick leave at the employee's ordinary rate of pay. In addition payment shall include –
- (i) Shift penalties Monday to Friday inclusive; and
  - (ii) Saturday penalty; and
  - (iii) Sunday penalty

which the employee would have received for the ordinary time had the employee not ceased duty on account of sickness.

- (b) Provided that if the employee was engaged on duties carrying a higher rate and was entitled to payment at that higher rate for the whole of the day or shift immediately prior to ceasing duty and the employee resumed duty after the absence in the same higher position the employee shall be paid for sick leave at that higher rate.

6.4.4 If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than their entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's service terminates, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

6.4.5 Unused portions of paid sick leave shall accumulate from year to year.

6.4.6 Duty to Notify

(a) An employee, being unable to attend for duty through sickness or personal injury, shall notify the officer on duty at least three (3) hours before the time the employee is rostered for duty (except where it is not reasonably possible to do so) and no later than eight (8) hours before the employee is required to commence the next rostered shift of their inability to attend for duty, the nature of the illness or injury and the estimated duration of the absence.

(b) An employee who has not notified the employer eight (8) hours prior to the commencement of the employee's next shift, following the employee's failure to attend duty as a result of sickness or personal injury; the employer shall be under no obligation to employ the employee until the following working day and provided the employee is fit to resume duty.

6.4.7 Proof of illness or Injury

(a) No employee shall be entitled to the benefit of this clause unless the employee produces proof that would satisfy a reasonable person, of such sickness provided the employer shall not be entitled to require proof for absences less than three (3) consecutive days unless the total of such absence in any accruing year exceeds the hours prescribed for that employee for an ordinary week work.

(b) No payment shall be made for any absence due to the employees own fault, neglect or misconduct.

(c) Where an employee is ill during the period of annual leave and produces at the time or as soon thereafter medical evidence to the satisfaction of the employer that the employee was a result of the employee's illness, confined to their place of residence or a hospital for a period of seven (7) days, the employee may with the consent of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which the employee was so confined.

#### 6.5. - CARER'S LEAVE

6.5.1 An employee is entitled to use up to five (5) days of sick leave per year to be the primary care giver for the employee's spouse or de-facto partner, child including adult child, parent, sibling or grandparent or member of the employee's household who is injured or ill and in need of immediate care and attention. If requested, the employee must supply evidence that would satisfy a reasonable person of the entitlement to such leave.

#### 6.6. - PARENTAL LEAVE

6.6.1 In this Clause –

“Adoption”, in relation to a child, is a reference to a child who –

(a) is not the natural child or the step – child of the employee or the employee's partner;

(b) is less than 5 years of age; and

(c) has not lived continuously with the employee for 6 months or longer;

“Continuous service” means service under an unbroken contract of employment and includes –

- (a) any period of parental leave; and
- (b) any period of leave or absence authorised by the employer;

“Expected date of birth” means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee’s partner, as the case may be, to give birth to a child;

“Parental leave” means leave provided for by 6.6.2(a);

“Partner” means a spouse or *de-facto* partner.

#### 6.6.2 Entitlement to Parental Leave

- (a) Subject to sub clause 6.6.4, 6.6.5(a) and 6.6.6(a), an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of –
  - (i) the birth of a child to the employee or the employee’s partner; or
  - (ii) the placement of a child with the employee with a view to the adoption of the child by the employee.
- (b) An employee is not entitled to take parental leave unless the employee –
  - (i) has, before the expected date of birth or placement, completed at least 12 months continuous service with the employer; and
  - (ii) has given the employer at least 10 weeks written notice of the employee’s intention to take leave.
- (c) An employee is not entitled to take parental leave at the same time as the employee’s partner but this paragraph does not apply –
  - (i) to one weeks parental leave taken by the partner parent immediately after the birth of the child; or
  - (ii) to three weeks parental leave taken by the employee and the employee’s partner immediately after a child has been placed with them with a view to their adoption of the child.
- (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employees’ partner in relation to the same child, except the period of leave referred to in paragraph (c).

#### 6.6.3 Maternity Leave to 6 weeks before and after birth

A female employee who is pregnant and who has given notice of the employee’s intention to take parental leave, other than for a adoption, is to start the leave 6 weeks before the expected date of birth, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

#### 6.6.4 Medical Certificate

An employee who has given notice of the employees’ intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee’s partner, as the case may be, is pregnant and the expected date of the birth.

#### 6.6.5 Notice of Partner’s Parental Leave

- (a) An employee who has given notice of the employee's intention to take parental leave or who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee's partner in relation to the same child.
- (b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.

#### 6.6.6 Notice of Parental Leave Details

- (a) An employee who has given notice of the employee's intention to take parental leave is to notify the employer of the dates on which the employee wishes to start and finish the leave no less than four weeks before the proposed commencement date.
- (b) An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to finish the leave.
- (c) The starting and finishing dates of a period of parental leave are to be agreed between the employee and the employer.

#### 6.6.7 Return to Work after Parental Leave

- (a) An employee shall confirm the employee's intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.
- (b) On finishing parental leave, an employee is entitled to the position the employee held immediately before starting parental leave.
- (c) If the person referred to in paragraph (a) is not available, the employee is entitled to an available position –
  - (i) for which the employee is qualified; and
  - (ii) that the employee is capable of performing, most comparable in status and pay to that of the employee's former position without loss of income.
- (d) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of the position referred to in paragraph (a), that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

#### 6.6.8 Effect of Parental Leave on Employment

Absence on parental leave-

- (a) does not break the continuity of service of an employee; and
- (b) is not taken into account when calculating the period of service for the purpose of this Award.

6.6.9 Any absence from duty during a pregnancy for medical reasons relating to that pregnancy and certified by a suitably qualified medical practitioner will not be debited against the 52 week maternity entitlement.

#### 6.6.10 Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work, assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of sub clauses 6.6.7, 6.6.8, 6.6.9 and 6.6.10 of this clause.

#### 6.6.11 Variation of Period of Parental Leave

- (a) Provided the addition does not extend the parental leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

#### 6.6.12 Cancellation of Parental Leave

- (a) Parental Leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee or the employee's partner, as the case may be, terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee or an employee's partner, as the case may be, then on parental leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that from the date of notice in writing by the employee to the employer that the employee desires to resume work.

#### 6.6.13 Special Maternity Leave

- (a) Where the pregnancy of an employee not then on parental leave terminates after 28 weeks other than by the birth of a living child she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
- (b) For the purpose of sub clause 6.6.8, 6.6.13 and 6.6.14 hereof, maternity leave shall include special maternity leave.
- (c) An employee returning to work after the completion of a period of leave taken pursuant to this sub clause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to sub clause (6.6.10), to the position the employee held immediately before such transfer.

#### 6.6.14 Parental Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to sub clauses 6.6.10 and 6.6.13 hereof does not exceed 52 weeks:

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which the employee is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during absence on parental leave.

#### 6.6.15 Termination of Employment

- (a) An employee on parental leave may terminate the employee's employment at any time during the period of leave by notice given in accordance with the Award.
- (b) An Employer shall not terminate the employment of an employee on the ground of the employee's absence on maternity leave or, in the case of a female employee, her pregnancy, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### 6.6.16 Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before an employer engages a replacement employee under this sub clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer shall that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this sub clause shall not be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where the employee's employment continues beyond the 12 months qualifying period.

#### 6.7. - LEAVE TO ATTEND UNION BUSINESS

##### 6.7.1 The employer shall grant paid leave during working hours to an employee.

- (a) Who is required to give evidence before an Industrial Tribunal;
- (b) Who is a union nominated representative of the employees is required to attend negotiations and/or conferences between the union and employers;
- (c) When prior agreement between the union and the employer has been reached for the employee to attend official meetings preliminary to negotiations or industrial hearings; or
- (d) Who is a union nominated representative of employees and is required to attend joint union/management consultative committees or working parties.

##### 6.7.2 The granting of leave pursuant to this clause shall only be approved:

- (a) Where an application for leave has been submitted by an employee in a reasonable time in advance;
- (b) For the minimum period necessary to enable the union business to be conducted or evidence to be given;
- (c) For those employees whose attendance is essential; or
- (d) When the operation of the organisation is not being unduly affected and the convenience of the employer impaired.

##### 6.7.3 (a) Leave of absence will be granted at the ordinary rate of pay.

- (b) The employer shall not be liable for any expenses associated with an employee attending to union business.
- (c) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

##### 6.7.4 (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.

- (b) An employee shall not be entitled to paid leave to attend union business other than prescribed by this clause.
- (c) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

#### 6.8. - LONG SERVICE LEAVE

- 6.8.1 An employee shall be entitled to thirteen weeks paid Long Service Leave on the completion of ten years continuous service and an additional thirteen weeks paid Long Service Leave for each subsequent period of seven years of continuous service completed by the employee.
- 6.8.2 Where a public holiday falls within an employee's period of Long Service Leave such day shall be deemed to be a portion of the Long Service Leave and no other payment or benefit shall apply.
- 6.8.3 Long Service Leave may be taken in periods of four (4) weeks or more, at a mutually agreed time.
- 6.8.4 Long Service Leave shall be paid at the employee's rate of pay as prescribed in 4. Rates of Pay.
- 6.8.5 An employee will be entitled to a pro rata Long Service Leave only if employment is terminated:
  - (a) By the employer for other than disciplinary reasons;
  - (b) Due to the retirement of the employee on the grounds of ill health;
  - (c) Due to the death of the employee, in which case the payment would be made to the employee's estate.
  - (d) Due to the employee's retirement at age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect;
  - (e) For the purpose of entering an In Vitro Fertilisation Program, provided the employee has completed three (3) years service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program; or
  - (f) Due to the employee's resignation for pregnancy, provided the employee has completed more than three (3) years and produces certification of such pregnancy and the expected date of birth from a registered medical practitioner.
- 6.8.6 For the purpose of determining Long Service Leave entitlement, the expression "continuous service" includes any period during which the employee is absent on paid leave but does not include any period exceeding two (2) continuous weeks during which the employee is absent on parental leave or leave without pay.
- 6.8.7 Continuity of service shall not be broken by the absence of the employee on any form of approved paid leave or by the standing down of an employee under the terms of this Award.
- 6.8.8 The employer may direct an employee to take Long Service Leave entitlement; it will be taken within twelve (12) months of the direction, at a time agreed between the employer and the employee.
- 6.8.9 Where a time cannot be agreed within the 12-month period, the employer will determine the date on which the employee will be required to start Long Service Leave. Provided that the employer shall give at least 30 days notice to the employee of the day on which the Long Service Leave is to commence.

#### 7. - DISPUTE RESOLUTION PROCEDURE

- 7.1 Subject to the *Industrial Relations Act 1979* (as amended) in the event of a problem, grievance, question, dispute, claim or difficulty that effects one or more employees, or arises from the employees work or contract of employment, the following procedure shall apply:
- (a) At first instance the matter shall be raised with the employer's supervisor/manager/ as appropriate.
  - (b) In the event that the matter is unresolved it may be raised at the Company level by the individual concerned (or his/her representative), or the union delegate or union official involved.
  - (c) The parties will attempt to resolve the matter prior to either party referring the matter to the Commission.
  - (d) If the matter is still not resolved it may be referred to the Commission for determination, and if necessary arbitration.

#### 8. - SUPERANNUATION

- 8.1 The employer will make contributions on the employee's behalf, as provided by the *Superannuation Guarantee (Administration) Act 1992* into a complying Superannuation fund or scheme.

#### 9. - NAMED PARTIES TO THE AWARD

The named parties to this award are-

The Australian, Rail Tram and Bus Industry Union of Employees, Western Australian Branch

Public Transport Authority or its successor.

#### 10. - REGISTERED ORGANISATION MATTERS

##### 10.1. - RIGHT OF ENTRY FOR DISCUSSIONS WITH EMPLOYEES

- 10.1.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work for the purpose of holding discussions at the premises with any relevant employees who wish to participate in those discussions.
- 10.1.2 An "authorised representative" means a person who holds an authority in force under Part II of Division 2G of the *Industrial Relations Act 1979*.
- 10.1.3 A "relevant employee" means an employee who is a member of an organisation or who is eligible to become a member of the organisation.
- 10.1.4 The authorised representative shall give at least twenty-four (24) hours' notice to the employer.
- 10.1.5 Notwithstanding 10.1.4, the Union may apply to waive the requirement to give the employer concerned notice of an intended exercise of power if the Commission is satisfied that to give such notice would defeat the purpose for which the power is intended to be exercised.

##### 10.2. - RIGHT OF ENTRY TO INVESTIGATE BREACHES

- 10.2.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of the *Industrial Relations Act 1979*,

*The Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984, or an award, order, industrial agreement or employer –employee agreement that applies to any such employee.*

- 10.2.2 An authorised representative in this clause has the same meaning as in 10.1.2.
- 10.2.3 For the purpose of investigating any breach, the authorised representative may:
- (a) Subject to 10.2.4 and 10.2.6, require the employer to produce for the representative’s inspection, during working hours at the employer’s premises or at any mutually convenient time and place, any employment records of employees or other documents, other than workplace agreements or employer-employee agreements, kept by the employer that are related to the suspected;
  - (b) Make copies of the entries in the employment records or documents related to the suspected breach; and
  - (c) During working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.
- 10.2.4 The employer is not required to produce an employment record of any employee if the employee is a party to an employee – employer agreement and has made a written request to the employer that the record not be available for inspection by an authorised representative.
- 10.2.5 An authorised representative is not allowed to enter premises where relevant employees work for the purpose of investigating a suspected breach of an employer-employee agreement to which a relevant employee is a party unless the authorised in writing by that relevant employees to carry out the investigation.
- 10.2.6 An authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned;
- (a) If the records or other documents are kept elsewhere, at least twenty four hours written notice or;
  - (b) If the records or other documents are kept elsewhere, at least forty-eight (48) hours’ written notice.
- 10.2.7 An authorised representative shall upon request of the occupier of the premises, show their authority before entering the premises.

#### 11. - WHERE TO GO FOR FURTHER INFORMATION

The Australian, Rail Tram and Bus Industry Union of Employees, West Australian Branch

2/10 Nash Street, EAST PERTH W.A. 6004

Telephone: 9225 6722

Facsimile: 9225 6733

Email: [general@rtbuwa.asn.au](mailto:general@rtbuwa.asn.au)

Department of Consumer and Employment Protection

Labour Relations, 3<sup>rd</sup> Floor

Dumas House, 2 Havelock Street, WEST PERTH W.A. 6005

Telephone: 9222 7700

Facsimile: 92227777

Email: [labourrelations@docep.wa.gov.au](mailto:labourrelations@docep.wa.gov.au)

Wage Line: 1300 655 266

#### 12. - OTHER LAWS AFFECTING EMPLOYMENT

*Industrial Relations Act 1979 (WA)*

*Minimum Conditions of Employment Act 1993 (WA)*

*Workplace Relations Act 1996 (Cth)*

*Superannuation Guarantee (Administration) Act 1992 (Cth)*

*Occupational Safety and Health Act 1984 (WA)*

*Equal Opportunity Act 1984 (WA)*

**VARIATION RECORD**

<b><u>PUBLIC TRANSPORT AUTHORITY RAIL CAR DRIVERS (TRANSPERTH TRAIN OPERATIONS) AWARD 2006 A 1 OF 2006</u></b>				
Delivered 07/03/06 at 86 WAIG 457				
CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. APPLICATION AND OPERATION</b>				
1.1 Title				
1.2 Arrangement				
1.3 Area and Scope				
1.4 Term				
1.5 Board of Reference				
1.6 Introduction of Change				
1.7 Definitions				
<b>2. CONTRACT OF EMPLOYMENT</b>				
2.1 Contract of Employment				
2.2 Stand Down				
2.3 Employees Performing Higher Duties				
2.4 Charges Against Employees				
2.5 Discipline				
<b>3. HOURS OF WORK</b>				

3.1 Hours of Duty and 38 Hour Week				
3.2 Overtime				
	Ins 3.2.5	26/06	24/03/06	86 WAIG 790
	Cl 3.2.3	1/08	17/02/08	88 WAIG 2128
	Cl 3.2.4	1/08	17/02/08	88 WAIG 2128
3.3 Meal and Rest Breaks				
	Cl. 3.3.2(b)	139/10	26/08/10	91 WAIG 2316
	Cl. 3.3.2(b)	139/10	27/04/11	91 WAIG 2316
	Cl. 3.3.2(b)	3/14	29/01/2014	94 WAIG 344
	Cl. 3.3.2(b)	29/14	19/09/2014	95 WAIG 233
	Cl. 3.3.2(b)	21/16	29/04/16	96 WAIG 445
	Cl. 3.3.2(b)	57/16	10/03/17	97 WAIG 266
	Cl. 3.3.2(b)	8/19	04/06/19	99 WAIG 549
	Cl. 3.3.2(b)	44/19	20/01/20	100 WAIG 96
3.4 Minimum Time Off Duty				
3.5 Guaranteed Week's Work				
<b>4. RATES OF PAY</b>				
4.1 Minimum Adult Award Wage				
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2312
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2227
	Cl.	115/07	01/07/08	88 WAIG 773 & 1438
	Cl.	1/09	01/10/09	89 WAIG 735 & 1871
	Cl.	2/10	01/07/10	90 WAIG 568 & 1269

	Cl.	2/11	01/07/11	91 WAIG 1008 & 1670
	Cl.	2/12	01/07/12	92 WAIG 1424
	Cl.	1/13	01/07/13	93 WAIG 1091
	Cl.	1/14	01/07/14	94 WAIG 1307
	Cl.	1/15	01/07/15	95 WAIG 1276
	Cl.	1/16	01/07/16	96 WAIG 1125
	Cl.	1/17	01/07/17	97 WAIG 1190
	Cl.	1/18	01/07/18	98 WAIG 263 & 910
	Cl	1/19	01/07/19	99 WAIG 509 & 1235

#### 4.2 Classification and Pay Rates

	Cl. (Pay Rates)	957/05	07/07/06	86 WAIG 1631 & 2312
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2227
	Cl.	115/07	01/07/08	88 WAIG 773 & 1438
	Cl.	(Corr Sch SWC 2006)	07/07/06	88 WAIG 1726
	Cl.	(Corr Sch SWC 2007)	01/07/07	88 WAIG 1727
	Cl.	1/09	01/10/09	89 WAIG 735 & 1871
	Cl.	2/10	01/07/10	90 WAIG 568 & 1269
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1670
	Cl.	2/12	01/07/12	92 WAIG 1424
	Cl.	1/13	01/07/13	93 WAIG 1091
	Cl.	1/14	01/07/14	94 WAIG 1307
	Cl.	1/15	01/07/15	95 WAIG 1276

	Cl.	1/16	01/07/16	96 WAIG 1125
	Cl.	1/17	01/07/17	97 WAIG 1190
	Cl.	1/18	01/07/18	98 WAIG 263 & 910
	Cl	1/19	01/07/19	99 WAIG 509 & 1235
<b>4.3 Suburban Electric Railcar Allowance</b>				
	Cl. 4.3.1(a)	1/08	17/02/08	88 WAIG 2128
	Cl. 4.3.1(a)	127/08	14/11/08	89 WAIG 340
	Cl. 4.3.1(a)	55/09	01/10/09	89 WAIG 2421
	Cl. 4.3.1	129/10	15/07/10	91 WAIG 2315
	Cl. 4.3.1	129/10	01/07/11	91 WAIG 2315
	Cl. 4.3.1(a)	3/14	29/01/14	94 WAIG 344
	Cl. 4.3.1(a)	29/14	19/09/14	95 WAIG 233
	Cl. 4.3.1(a)	21/16	29/04/16	96 WAIG 445
	Cl. 4.3.1(a)(2)	21/16 <i>Corr Order</i>	29/04/16	96 WAIG 446
	Cl. 4.3.1(a)	57/16	10/03/17	97 WAIG 266
	Cl. 4.3.1(a)	78/17	08/09/17	97 WAIG 1436
	Cl. 4.3.1(a)	8/19	04/06/19	99 WAIG 549
	Cl. 4.3.1(a)	44/19	20/01/20	100 WAIG 96
<b>4.4 Marshalling</b>				
<b>4.5 Railcar/Locomotive Configurations</b>				
<b>4.6 Knowledge of Roads</b>				
<b>4.7 Preparing and Stabling Engines</b>				

#### 4.8 Payment of Wages

### 5. ALLOWANCES AND FACILITIES

#### 5.1 Shift Work

	Cl. 5.1.1	131/08	01/12/08	89 WAIG 341
	Cl. 5.1.1 (a)-(d)	55/09	01/10/09	89 WAIG 2421
	Cl. 5.1.1	129/10	15/07/10	91 WAIG 2315
	Cl. 5.1.1	129/10	01/07/11	91 WAIG 2315
	Cl. 5.1.1	3/14	29/01/14	94 WAIG 344
	Cl. 5.1.1	29/14	19/09/14	95 WAIG 233
	Cl. 5.1.1(a)-(d)	21/16	29/04/16	96 WAIG 445
	Cl. 5.1.1(a)-(d)	57/16	10/03/17	97 WAIG 266
	Cl. 5.1.1(a) – (d)	78/17	08/09/17	97 WAIG 1436
	Cl. 5.1.1	8/19	04/06/19	99 WAIG 549
	Cl. 5.1.1	44/19	20/01/20	100 WAIG 96

#### 5.2 Temporary Transfer Allowance

	Cl. 5.2.1	139/10	26/08/2010	91 WAIG 2316
	Cl. 5.2.1(a)	139/10	13/12/10	91 WAIG 2316
	Cl 5.2.1(b)	139/10	01/07/11	91 WAIG 2316
	Cl 5.2.1	3/14	29/01/14	94 WAIG 344
	Cl 5.2.1	29/14	19/09/14	95 WAIG 233
	Cl 5.2.1	21/16	29/04/16	96 WAIG 445
	Cl 5.2.1	57/16	10/03/17	97 WAIG 266
	Cl 5.2.1	78/17	08/09/17	97 WAIG 1436

	Cl. 5.2.1	8/19	04/06/19	99 WAIG 549
	Cl 5.2.1	44/19	20/01/20	100 WAIG 96
<b>5.3 On Call Allowance</b>				
	Cl. 5.3.1	139/10	26/08/10	91 WAIG 2316
	Cl. 5.3.1	139/10	01/07/11	91 WAIG 2316
	Cl. 5.3.1	3/14	29/01/14	94 WAIG 344
	Cl. 5.3.1	29/14	19/09/14	95 WAIG 233
	Cl. 5.3.1	21/16	29/04/16	96 WAIG 445
	Cl. 5.3.1	57/16	10/03/17	97 WAIG 266
	Cl. 5.3.1	78/17	08/09/17	97 WAIG 1436
	Cl. 5.3.1	8/19	04/06/19	99 WAIG 549
	Cl. 5.3.1	44/19	20/01/20	100 WAIG 96
<b>5.4 Uniforms and Protective Clothing</b>				
	Cl. 5.4.1	1/08	17/02/08	88 WAIG 2128
<b>5.5 Free Passes, Privilege Tickets Etc</b>				
<b>6. LEAVE</b>				
6.1 Public Holidays				
6.2 Annual Leave				
	Cl 6.2.4	1/08	17/02/08	88 WAIG 2128
6.3 Bereavement Leave				
6.4 Sick Leave				
	Cl 6.4.3	19/08	6/08/14	94 WAIG 1439
6.5 Carer's Leave				

6.6 Parental Leave
6.7 Leave to Attend Union Business
6.8 Long Service Leave
<b>7. DISPUTE RESOLUTION PROCEDURE</b>
<b>8. SUPERANNUATION</b>
<b>9. NAMED PARTIES TO THE AWARD</b>
<b>10. REGISTERED ORGANISATION MATTERS</b>
10.1 Right of Entry for Discussions with Employees
10.2 Right of entry to Investigate Breaches
<b>11. WHERE TO GO FOR FURTHER INFORMATION</b>
<b>12. OTHER LAWS AFFECTING EMPLOYMENT</b>