



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Watco Transportation Services Pty Ltd
(AG2018/63)

WATCO WA TRANSPORTATION SERVICES PTY LTD AND THE AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION (WA BRANCH) RAIL OPERATIONS ENTERPRISE AGREEMENT 2017

Rail industry

COMMISSIONER LEE

MELBOURNE, 1 FEBRUARY 2018

Application for approval of the Watco WA Transportation Services Pty Ltd and The Australian Rail, Tram and Bus Industry Union (WA Branch) Rail Operations Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Watco WA Transportation Services Pty Ltd and The Australian Rail, Tram and Bus Industry Union (WA Branch) Rail Operations Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Watco Transportation Services Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 February 2018. The nominal expiry date of the Agreement is 31 January 2022.



COMMISSIONER

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Annexure A



UNDERTAKING

AG2018/63 - Watco WA Transportation Services Pty Ltd and the Australian Rail, Tram and Bus Industry Union, WA Branch Rail Operations Enterprise Agreement 2017

Watco WA Transportation Services Pty Ltd (**Watco**) gives the following undertaking under section 190(5) of the *Fair Work Act 2009* (Cth) in connection with the approval of the Watco WA Transportation Services Pty Ltd and the Australian Rail, Tram and Bus Industry Union, WA Branch Rail Operations Enterprise Agreement 2017 (**the Agreement**).

Watco undertakes that employees engaged as apprentices or under a traineeship under clause 13.3 of the Agreement are classified as "Team Member Level 1" for the purposes of the classifications in Appendix 2 of the Agreement, and will be paid at least the minimum wage rate of a Level 1 employee in Appendix 1 to the Agreement.

Signed by:

A handwritten signature in black ink, appearing to read 'Grant Thompson'.

Grant Thompson
Chief Operating Officer
Watco WA Transportation Services Pty Ltd

Date: 29/01/2018



UNDERTAKING

AG2018/63 - Watco WA Transportation Services Pty Ltd and the Australian Rail, Tram and Bus Industry Union, WA Branch Rail Operations Enterprise Agreement 2017

Watco WA Transportation Services Pty Ltd (Watco) gives the following undertaking under section 190 (5) of the *Fair Work Act 2009* (Cth) (the **FW Act**) in connection with the approval of the Watco WA Transportation Services Pty Ltd and the Australian Rail, Tram and Bus Industry Union, WA Branch Rail Operations Enterprise Agreement 2017 (the **Agreement**).

1. Watco undertakes that the 40 Ordinary Hours per Roster Cycle as referenced in clause 17.2.5 of the Agreement and the Counted Hours of 80 Rostered Ordinary Hours in the Roster Cycle Period (which consists of two Roster Cycles) as defined in clause 5.1 of the Agreement constitutes 38 ordinary hours, plus 2 additional hours per Roster Cycle for the purposes of sections 62 and 63 of the FW Act.
2. Hours of work will otherwise be in accordance with the Agreement.
3. The terms are defined as per the Agreement.

Signed by:

A handwritten signature in black ink, appearing to read "Grant Thompson".

Grant Thompson
Chief Operating Officer
Watco WA Transportation Services Pty Ltd

Date:

29/01/2018

Annexure A



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3. The terms are defined as per the Agreement.

Signed by:

Grant Thompson
Chief Operating Officer
Watco WA Transportation Services Pty Ltd

Date:

29/01/2018

Watco WA Transportation Services Pty Ltd
and



The Australian Rail, Tram and Bus Industry
Union (WA Branch)



Rail Operations Enterprise Agreement 2017

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

**Watco WA Transportation Service Pty Ltd and the Australian Rail,
Tram and Bus Industry Union (WA Branch) Rail Operations Enterprise
Agreement 2017**

GENERAL INFORMATION	2
1. TITLE	2
2. SCOPE AND APPLICATION	2
3. TERM OF OPERATION	2
4. RELATIONSHIP TO PREVIOUS AWARDS OR AGREEMENTS	2
5. DEFINITIONS & ABBREVIATIONS	2
CONTRACT OF EMPLOYMENT	6
6. COMMITMENTS	6
7. FOUNDATION PRINCIPLES	6
8. EXTRA CLAIMS	7
9. MULTI-SKILLING AND NO DEMARCATION	7
10. GENERAL TEAM MEMBER RESPONSIBILITIES	7
11. WORKPLACE FLEXIBILITY	8
12. PROBATIONARY PERIOD	9
13. TYPES OF EMPLOYMENT	9
14. TERMINATION OF EMPLOYMENT	10
15. ABANDONMENT OF EMPLOYMENT	11
16. REDUNDANCY	12
17. REMUNERATION AND HOURS OF WORK	15
18. ANNUAL LEAVE	20
19. PARENTAL LEAVE	21
20. ROSTER CYCLES AND ROSTERED DAYS OFF	21
21. WORK LOCATION	21
22. ROSTERING PRINCIPLES	23
23. FATIGUE MANAGEMENT	25
24. CONSULTATIVE PROCESSES	25
25. SHIFT LENGTHS OF DUTY	26
26. SHIFT CHANGES	28
27. CLEARING OF AND RETURNING FROM ANNUAL LEAVE	29
28. REQUEST DAYS	29
29. PUBLIC HOLIDAYS	29
30. INTERACTION BETWEEN PUBLIC HOLIDAYS AND RDOS	29
31. JURY SERVICE	30
32. PERSONAL LEAVE	30
33. LONG SERVICE LEAVE	31
34. OTHER LEAVE	31
OCCUPATIONAL HEALTH AND SAFETY	31
35. GENERAL SAFETY PRINCIPLES	31
36. TRAINING	32
37. PERSONAL PROTECTIVE EQUIPMENT	32
38. COMPANY VEHICLES	33
39. ALCOHOL AND DRUGS	33
40. FIRST AID FACILITIES	34
41. MEDICAL EXAMINATIONS	34
42. HEALTH MANAGEMENT	34
DISCIPLINE AND DISPUTES	35
43. DISCIPLINE PROCEDURE	35
44. DISPUTE SETTLING PROCEDURE	37
45. WORKPLACE REPRESENTATIVES	39
46. RIGHT OF ENTRY	39
APPENDICES	40
47. APPENDIX 1: (WAGE RATES)	40
48. APPENDIX 2: (CLASSIFICATIONS)	41
49. ENDORSEMENT OF THE AGREEMENT	43

GENERAL INFORMATION

1. TITLE

- 1.1 This Agreement shall be known as the Watco WA Transportation Services Pty Ltd and The Australian Rail, Tram and Bus Industry Union (WA Branch) Rail Operations Enterprise Agreement 2017.

2. SCOPE AND APPLICATION

- 2.1 This Agreement is a collective agreement made pursuant to *the Fair Work Act 2009* (Cth).
- 2.2 This Agreement shall be binding upon Watco WA Transportation Services Pty Ltd ("the Company"), the Australian Rail Tram and Bus Industry Union (WA Branch) (ARTBIU) and Team Member(s) employed from time to time by the Company in one of the Classifications detailed in Appendix 2 to this Agreement ("Team Members") who perform work transporting all goods and commodities in the rail supply chain at locations in Western Australia below latitude 26 degrees South.

3. TERM OF OPERATION

- 3.1 This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission and will have a nominal expiry date of four (4) years after the date that it is approved by the Fair Work Commission (FWC).

4. RELATIONSHIP TO PREVIOUS AWARDS OR AGREEMENTS

- 4.1 This Agreement supersedes all previous awards, agreements and orders of the FWC and its predecessors, and all awards, agreements and orders of any State or Territory that would otherwise apply to the Company or Team Members under the Agreement. This Agreement will be lodged with the FWC.

5. DEFINITIONS & ABBREVIATIONS

- 5.1 The following terms which appear throughout this Agreement are defined as follows:

Act	means the <i>Fair Work Act 2009</i> (Cth), as amended and varied from time to time.
Agreement	means the Watco WA Transportation Services Pty Ltd and the Australian Rail, Tram and Bus Industry Union (WA Branch) Rail Operations Enterprise Agreement 2017.
Blank Roster	means a guide roster which displays sufficient lines for all Team

	Members who will be working the roster and will display all RDOs but will not show working times.
Book Off	means when Team Members are booked off at a location other than their home depot for the purpose of having suitable rest following or prior to the working of a service.
Company	means Watco WA Transportation Services Pty Ltd (ABN 72 153 426 601).
Counted Hours	means 80 rostered Ordinary Hours in the Roster Cycle Period.
Driver Only Operations (DOO)	means a driver operating as the sole person on a train or locomotive whilst operating on a line.
Emergency	means a serious situation or occurrence due to an act or imminent occurrence which happens unexpectedly, demands immediate action and is outside of the Company's control that includes but is not limited to: earthquake, fire, flood, storm, explosion, epidemic, warlike action or accidents, including heart attacks etc.
Expenses	is the term that is used when a Team Member works away from home and resides near a loading site for the duration and is paid LAFHA as per Clause 17.8.3.1.2 and 17.8.3.1.3.
Forecast Roster	means a roster which will exhibit known working, including sign on and sign off times and all RDOs in a Depot. Sign on/off times may be altered in the construction of Roster Cycles but should reflect the Guide Roster as close as possible (subject to operational requirements and leave arrangements).
Foundation Principles	means the Watco guiding business principles designed to provide Workplace Safety, outstanding

	customer service and improved profitability in all areas of operations.
Guide Roster	means a roster formulated as either a forecast roster or a blank line roster at each home location. It will display the Company's operations over a 14 day period and include the allocations of RDO's and how many Team Member positions will be required to fulfil the workings. This roster will form the basis of producing the operational roster (either forecast or blank line).
Home Depot	means where a Team Member is permanently appointed to work.
Leave Procedure	Refer to WWA-ADM-29-PP-04-A02 WWATS Leave Process.
Non-operational work	means work which is not rail safety critical work or indirect relation to it. i.e. car driving.
Operational Roster	means a roster developed from a guide roster to provide detail of attendance requirements. Operational rosters allocate Team Members to work lines, shifts and adjust the rostered work to accommodate work variations, planned leave, and/or any other issues known at the time of posting.
Ordinary Hours	means the hours that are regularly worked each Roster Cycle by a full time and part time Team Member, and these hours do not attract overtime rates.
Parental Leave Procedure	Refers to WWA-ADM-29-PP-09 Parental Leave Procedure.
per Annum	means a full year of service.
Roster Cycle	means Seven days from 00:00 Sunday to 23:59 Saturday.

Roster Cycle Period

means the grouping of two Roster Cycles. Roster Cycle Periods may be grouped together and are aligned to the Company's pay cycle.

RDO (Rostered Day Off)

means a scheduled non-working day that occurs in a Roster Cycle. RDO's must be identified in all guide and operational rosters.

Serious Misconduct

Conduct that is Serious Misconduct includes, but is not limited to, the following:

- a) Deliberately or willfully behaving in a manner that is inconsistent with the Team Members' contract of employment;
- b) Behaviour or conduct which either causes serious and imminent risk to health or safety, or behaviour that is contrary to the reputation, viability or profitability of the Company's business;
- c) Theft;
- d) Fraud;
- e) Assault;
- f) A Team Member being intoxicated at work;
- g) Abusing, threatening or harassing a client or Team Member;
- h) A Team Member refusing to carry out a lawful and reasonable instruction that is consistent with the Team Member's contract of employment; or
- i) Intentionally damaging the Company's property.

Team Member

means an employee of the Company covered by this Agreement.

Temporary Transfer

means a type of working that requires a Team Member, for the purpose of servicing the Customer's needs, to be transferred to a place other than their Home Depot.

Union

means the Australian Rail, Tram and
Bus Industry Union (WA Branch)

CONTRACT OF EMPLOYMENT

6. COMMITMENTS

- 6.1 The parties to this Agreement agree that the fundamental objective of the Company, its management and Team Members is to provide safe and effective service to its customers in accordance with the Watco Foundation Principles as defined in Clause 7 FOUNDATION PRINCIPLES of this Agreement.
- 6.2 Accordingly, the parties agree that in interpreting and implementing this Agreement, paramount emphasis shall be placed on interpretations that enhance providing efficient service to customers and the achievement of the Watco Foundation Principles.
- 6.3 The purpose of this Agreement is to benefit the Company, its customers and Team Members performing work under this Agreement.
- 6.4 The parties to this Agreement recognise the vital importance of on-time and reliable provision of services to customers of the Company. To ensure that this service is provided, the parties to this Agreement give a commitment to make every possible effort to avoid disruption to services.
- 6.5 All parties to this Agreement further commit that any differences must be settled through the Dispute Settling Procedure in the Agreement.

7. FOUNDATION PRINCIPLES

- 7.1 The parties to this Agreement agree that the Watco Customer First Foundation Principles will be used to guide all lawful decisions, actions and deeds of the Team Members while performing assigned duties for Watco.
- 7.2 Team Members while performing their assignments will always work to improve Watco's Customer satisfaction with Watco rail service by delivering safe, accurate, timely, and value-added service. For avoidance of doubt, Team Members are responsible for delivering the right service, at the right time, in a safe and economical manner to the Customer without sacrificing safety standards.
- 7.3 Team Members while performing their assignments will always work to improve the profitability of Watco by delivering service that will assist in growing Watco freight revenue from its Customer's, that will always be done in the most cost efficient manner possible without sacrificing safety and that will always be done with a minimum amount of assets, including but not limited to Locomotives, Wagons, Watco vehicles and other equipment.

- 7.4 Team Members while performing their assignments will always work to improve and grow long term value creating relationships with the Watco Customers and the Communities in which Watco operates.

8. EXTRA CLAIMS

- 8.1 It is a term of this Agreement that the Company, the Union and Team Members bound by this Agreement will not pursue any extra claims for the duration of this Agreement.

9. MULTI-SKILLING AND NO DEMARCATION

- 9.1 It is agreed that the Company is employing multi-skilled Team Members who will apply their skills and training to all activities required to operate a rail supply chain business, subject to the Team Member holding current and/or appropriate qualifications and training to do so, where required. No demarcation is to exist between tasks, and all Team Members are required to work with contractors, the Customer and other Team Members as required and directed by the Company.

10. GENERAL TEAM MEMBER RESPONSIBILITIES

- 10.1 The Company has expectations of its Team Members of good conduct, safe working, sobriety, efficiency, productive and economical working, which shall be essential requirements in the Company's service. Responsibilities, duties and a general overview include:
- 10.1.1 Follow lawful and reasonable instructions at all times;
 - 10.1.2 Apply customs and practices with due diligence;
 - 10.1.3 Comply with all Company policies, procedures and safe working rules (whether in this Agreement or not) as varied from time to time;
 - 10.1.3.1 Team Members will be provided access to Company policies, procedures and safe working rules through the Company's induction process and the documents will be available to Team Members on the Company portal.
 - 10.1.4 Use initiative where appropriate and necessary;
 - 10.1.5 Work to the full scope of the Team Member's job/task;
 - 10.1.6 Apply knowledge, skills and care to the utmost at all times;
 - 10.1.7 Act in good faith at all times in support of Company goals and/or objectives and the Foundation Principles;
 - 10.1.8 Not engage in conduct in conflict with the Company's interests;
 - 10.1.9 Apply highest standard of integrity and confidentiality to ensure that the Company's activities are preserved;
 - 10.1.10 Report immediately and provide information to the Company should a breach of safety occur;

- 10.1.11 Use all protective clothing and equipment provided by the Company and follow all occupational health and safety policies of the Company;
 - 10.1.12 Comply with all obligations under the contract of employment and this Agreement;
 - 10.1.13 Undertake a drug or alcohol test, which must comply with the recognised applicable Australian standard when required to do so by the Company pursuant to Clause 39;
 - 10.1.14 Undertake training as required by the Company; and
 - 10.1.15 Assist in training required by the Company as per Team Members classifications.
- 10.2 Team Members will do all work directed by the Company as defined in the Classification structure of this Agreement which is within their skill and competence even if the work is not part of ordinary duties, including the operation of locomotives as a single driver where it is deemed safe to do so.
- 10.3 Once classified in a particular Classification, a Team Member shall be required to continue to demonstrate the skills and responsibility attached to the Classification as a part of their consistent performance of duties.

11. WORKPLACE FLEXIBILITY

- 11.1 Team Members recognise the need to be flexible in their performance of duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities, or functions as detailed in their relevant Classification.
- 11.2 Team Members must work to the full extent of their skills and training and may be required to work higher or lower level duties to fulfil a customer commitment or request.
- 11.3 Should a Team Member be required to work at a higher level on a temporary basis they will be paid at the appropriate rate for the time they are covering the position.
- 11.4 The Company and a Team Member covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
- 11.4.1 the IFA deals with one or more of the following:
 - 11.4.1.1 arrangements about when work is performed;
 - 11.4.1.2 overtime rates; or
 - 11.4.1.3 annual leave.
 - 11.4.2 the IFA meets the genuine needs of the Company and Team Member in relation to one or more of the matters mentioned in paragraph 11.4.1; and
 - 11.4.3 the arrangement is genuinely agreed to by the Company and Team Member.

- 11.5 The Company must ensure that the terms of the IFA:
- 11.5.1 are about permitted matters under section 172 of the Act; and
 - 11.5.2 are lawful terms under section 194 of the Act; and
 - 11.5.3 results in the Team Member being better off overall than the Team Member would be if no arrangement was made.
- 11.6 The Company must ensure that the IFA:
- 11.6.1 is in writing;
 - 11.6.2 includes the name of the Company and Team Member;
 - 11.6.3 is signed by the Company and Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member;
 - 11.6.4 includes details of:
 - 11.6.4.1 the terms of the Agreement that will be varied by the arrangement;
 - 11.6.4.2 how the arrangement will vary the effect of the terms;
 - 11.6.4.3 how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
 - 11.6.5 States the day on which the arrangement commences.
- 11.7 The Company must give the Team Member a copy of the IFA within 14 days after it is agreed to.
- 11.8 The Company or Team Member may terminate the IFA:
- 11.8.1 by giving 28 days written notice to the other party to the arrangement; or
 - 11.8.2 if the Company and Team Member agree in writing — at any time.

12. PROBATIONARY PERIOD

- 12.1 There shall be a probationary period of employment of six (6) months for all new Team Members. This probationary period will facilitate assessment by the Company of the skills and capacity of the Team Member, and allow the Company and/or the Team Member to determine if they wish to continue with the employment relationship. During the probationary period should a Team Member not reach the level of competency required of the position, they will be advised and support will be given to provide the Team Member the opportunity to reach their potential.
- 12.2 Subject to Clause 14.4, either party may terminate the employment during the probationary period on one (1) weeks' notice.

13. TYPES OF EMPLOYMENT

- 13.1 Team Members can be engaged in permanent full time, permanent part time or casual categories of employment. Each of these is broadly defined as follows:

- 13.1.1 A permanent full time Team Member is a Team Member engaged on a regular basis with the expectation on both the Company and Team Members part of a regular, permanent on-going employment relationship.
- 13.1.2 A permanent part time Team Member is one engaged to work defined periods totaling less hours than a full time Team Member over the Roster Cycle Period. Where a Team Member is engaged on a part time basis, benefits outlined in the Agreement will apply on a pro-rata basis. Working hours other than what is stipulated in the contract of employment needs to be mutually agreed between the permanent part time Team Member and the Company. Any hours worked by a permanent part time Team Member additional to any agreed hours will be deemed overtime.
- 13.1.3 A casual Team Member is a Team Member paid by the hour, who works on an ad hoc basis, who is not entitled to the benefits of full time or part time employment but who can maintain an on-going relationship with the Company. Casual Team Members shall be paid, in addition to the base hourly rate, a 25% casual loading which shall be in substitution for annual leave, sick leave, public holidays, notice of termination, redundancy pay, and other similar benefits associated with permanent employment. Casual Team Members are entitled to unpaid leave in accordance with the Act as amended from time to time. Casuals do not get paid overtime rates.
- 13.1.4 A casual Team Member is not entitled to the twenty-five per cent (25%) casual loading in addition to penalty rates. Penalty rates for casual Team Members do not include the twenty-five per cent (25%) casual loading. For clarity casual Team Members only get paid one rate or the other, a penalty rate or the 25% loading not both.
- 13.2 It is the intention of the Company to employ the majority of the workforce as permanent full time Team Member(s).
- 13.3 Team Members may also be engaged as apprentices or under a traineeship and will be paid as per Appendix 1 and in accordance to the Classifications outlined in Appendix 2, which is dependent on the Team Member's skill and competence.

14. TERMINATION OF EMPLOYMENT

- 14.1 If a Team Member fails to perform their assigned duties in accordance with this Agreement, the contract of employment, the Foundation Principles on a continual basis or engages in Serious Misconduct that Team Member may be subject to disciplinary procedures, including termination of employment.
- 14.2 The Company may terminate the employment of a Team Member as outlined below:
 - 14.2.1 Notice of termination of a casual Team Member will be one hour.
 - 14.2.2 In order to terminate the employment of a permanent fulltime or permanent part time Team Member, the Company shall give to the Team Member the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year up to the completion of 3 years	2 weeks
3 years and over	4 weeks

- 14.2.3 If the Team Member is over 45 years of age and has completed at least 2 continuous years of employment, the period of notice will be increased by 1 week.
- 14.2.4 In calculating any payment in lieu of notice, the weekly wages of any particular Team Member as detailed in Clause 17.2, shall be used.
- 14.2.5 The period of notice in this clause shall not apply in the case of dismissal for Serious Misconduct or abandonment of employment.
- 14.3 **Additional Options Upon Giving of Notice**
- 14.3.1 If a Team Member or the Company give notice of termination, the Company may elect to make a payment of wages for the notice period to the Team Member instead of requiring the Team Member to work for part, or all, of the notice period, in which case the employment ends when the payment is made.
- 14.4 **Notice of Termination by Team Member**
- 14.4.1 The notice of termination required to be given by a Team Member shall be the same as that required of the Company.
- 14.4.2 If a Team Member fails to give notice the Company shall have the right to withhold from the Team Members termination payment an amount equal to the amount of notice not given.
- 14.4.3 Once a Team Member gives notice of termination, all accrued entitlements will be paid to the Team Member into the last known bank account in the next pay period after the Team Members last day of employment.
- 14.4.4 A casual Team Member is required to give one (1) hour notice.
- 14.5 **Termination without Notice**
- 14.5.1 Irrespective of Clause 14.1 above, the Company may terminate a Team Members employment without notice in the case of dismissal for Serious Misconduct as identified by the Company.

15. ABANDONMENT OF EMPLOYMENT

- 15.1 Where a Team Member is absent from duty for more than five (5) days without the consent of the Company, it will be considered prima facie evidence that the Team Member has abandoned their employment.

- 15.2 Termination of employment as a result of abandonment in accordance with this sub-clause shall be from the date of the shift the Team Member was rostered to attend their shift. Prior to termination the Company will:
- 15.2.1 make reasonable attempts to contact the Team Member to determine reasons for absence; and
 - 15.2.2 attempt to contact the Team Member in writing at the Team Member's last known address, advising the Team Member that their absence may result in termination of employment should the Team Member fail to contact their manager within a further five (5) days from the date of the letter.
- 15.3 If the Team Member fails to contact their manager within the five (5) day period, the Team Member shall be deemed to have abandoned their employment and the Company may accept the abandonment as terminating the Team Member's employment.
- 15.4 Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

16. REDUNDANCY

- 16.1 If the Company decides to terminate the employment of a full time or part time Team Member due to their position becoming redundant, the Company will meet with the affected Team Member and the Union to discuss the following:
- 16.1.1 the reason(s) for the redundancy;
 - 16.1.2 the availability of Comparable Employment within the Company's business or with another employer; and
 - 16.1.3 any reasonable and practical measures that Company could consider to minimise any adverse effects the Team Members may experience as a consequence of the Company's decision to make the position redundant.
- 16.2 Comparable Employment means:
- 16.2.1 it is on terms and conditions that are overall no less favourable than the terms and conditions which applied to the Team Member immediately before their position was made redundant; and
 - 16.2.2 the new employer recognises and treats the Team Member's continuous service with the Company as service with it.
- 16.3 Redundancy Pay
- 16.3.1 If a Team Member's employment is terminated due to redundancy, the Company will pay the Team Member a redundancy payment in reference to the table below. Redundancy pay is calculated on the Team Member's ordinary hourly rate and for part time Team Member on a pro rata basis calculated on the Team Member's Ordinary Hours of Work.

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay
6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years but less than 10 years	16 weeks pay
10 years and over	15 weeks pay

16.3.2 During the period of notice of termination given by the Company in relation to redundancy, a Team Member shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment, provided such time off does not adversely affect the operation of the business or services provided to a customer.

16.3.3 A Team Member may terminate their employment during the notice period under redundancy. The Team Member is still entitled to receive the benefits and payments they would have received under the redundancy clause had they remained in employment for the full notice period.

16.4 Comparable Employment

16.4.1 Team Members will not be entitled to redundancy pay under this clause in circumstances where they are offered Comparable Employment, within the Company's business or with another employer, including circumstances where they do not accept the offer of Comparable Employment.

16.5 Reduction in Hours

16.5.1 The intention of this clause is to use best endeavours to preserve Team Members employment with the Company. In the event of a significant economic down-turn, natural disaster or other form of negative major business disruption, it is the intention of parties to protect the long-term job security of Team Members.

16.5.2 If such an event were to occur, the parties will meet and will agree on measures aimed at preserving jobs, including but not limited to,

reduction in permanent hours and removal of any specified allowances. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact on Team Members.

16.5.3 Following the consultation and initial steps as prescribed above and post any of the measures indicated in Clause 16.5.2 being implemented, the Company may stand down a Team Member without pay, for any period during which the Team Member cannot be usefully employed due to any cause outside of the Company's control, including:

16.5.3.1 industrial action (other than industrial action organised by or engaged in by the Company);

16.5.3.2 a breakdown of machinery or equipment, if the Company cannot be reasonably held responsible for the breakdown;

16.5.3.3 a stoppage of work for any cause for which the Company cannot be reasonably be held responsible.

16.5.4 Each Team Member to be stood down shall be provided with written notice at least one day in advance of the stand down commencing for that Team Member and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The Team Member will be provided at least two (2) weeks' notice prior to the stand down period ending or if the stand down period will be extended. The notice shall also include advice of that Team Member's right to seek alternative employment during the stand down period.

16.5.5 Team Members stood down may elect to have a stand down period paid as leave or other time owed where there is an accrued entitlement to such leave.

16.5.6 Any period for which a Team Member is not paid under the provisions of Clause 16.5 will count as service for the accrual of leave to which the Team Member would otherwise be entitled to under this Agreement, provided that the Team Member resumes work as required at the end of the stand down period.

16.6 Significant Change

16.6.1 The parties recognise the right of the Company to plan, direct and control operations, to organise and assign reasonable work, to schedule shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

16.6.2 Team Members may appoint a representative for the purposes of the procedures in this clause.

16.6.3 Where the Company intends to introduce major workplace changes that are likely to have a significant effect on Team Members, the Company shall notify the Team Members and their representatives:

- 16.6.3.1 the nature of the change;
- 16.6.3.2 the reason for it;
- 16.6.3.3 the timing of it; and,
- 16.6.3.4 any other relevant information related to the effects of the change.
- 16.6.4 Consultation shall take place between the parties of how the implementation of the change will take place.
- 16.6.5 The Company will discuss with the Team Members affected and the Union, the effects the changes are likely to have on Team Members and measures to avert or mitigate the adverse effects of such changes on Team Members.
- 16.6.6 The Company will give genuine consideration to matters raised by the Team Members and/or their representatives in relation to the changes.

17. REMUNERATION AND HOURS OF WORK

17.1 Hours of Work

- 17.1.1 A permanent full time Team Member can be rostered to work up to 80 Counted Hours per Roster Cycle Period.
- 17.1.2 The Company can roster a Team Member up to 90 hours per Roster Cycle Period, for clarity the 10 additional hours will constitute reasonable Additional Hours and be paid as per Clause 17.3.
- 17.1.3 The Company can roster Team Members to perform more than 40 Counted Hours over a Roster Cycle, without any additional or overtime rates, if the Team Member's Counted Hours in the Roster Cycle Period is 80 hours or less.
- 17.1.4 The maximum total hours a Team Member can work within a 14 day period is 120 hours.
- 17.1.5 All hours worked by a full time Team Member in reaching their Counted Hours per Roster Cycle Period do not attract any penalties or allowances in addition to those specified in Clause 17.8, and are fully compensated for in each Team Member's annual wage.
- 17.1.6 Any hours worked in addition to 80 Counted Hours per Roster Cycle Period will be paid in accordance with Clause 17.3.
- 17.1.7 Any hours worked in addition to 80 Counted Hours per Roster Cycle Period do not accrue towards a Team Member's Counted Hours for the next rolling Roster Cycle Period.
- 17.1.8 RDO hours are stand alone to Ordinary Hours and Counted Hours and all time worked on an RDO will be paid as per Clause 17.3.

17.2 Annual Wage

- 17.2.1 In approaching the issues of hours of work and remuneration in this Agreement, the parties to the Agreement understand and give a

priority to the development of flexible working arrangements. In particular, the parties have been guided by the principle of remuneration reflecting skills and tasks completed, or when the work is performed. Accordingly, the rate of pay structure detailed in Appendix 1, Schedule 1, provides for and promotes flexible deployment of Team Members by the Company and flexible working time for Team Members.

17.2.2 In recognition of the particular circumstances of the Company's operations, the remuneration and rostered hours reflecting worked hours must meet commercial and customers' needs, be cost efficient and provide a healthy and safe working environment with a quality of life for Team Members.

17.2.3 A permanent full time Team Member's annual wage is payable for all work performed per Annum and is inclusive of all authorized paid leave. The annual wage is provided in Appendix 1, Schedule 1 in this Agreement.

17.2.4 A full time Team Member's Ordinary Hours, for payroll purposes, are 40 hours per Roster Cycle.

17.2.5 Team Members will be paid wages on a fortnightly basis by electronic funds transfer into an account of the Team Member's choice, with permanent full time Team Members paid 40 Ordinary Hours per Roster Cycle.

17.3 Additional Hours Payment

17.3.1 The rate of one and half times of the Team Member's base rate of pay as per Appendix 1, Schedule 1 will be paid for all hours worked for the following:

17.3.1.1 in addition to a Team Member's Counted Hours in a Roster Cycle Period;

17.3.1.2 on an RDO;

17.4 Work on a Public Holiday;

17.4.1 Where a permanent full time Team Member is required to work on a Public Holiday described in Clause 29.2.1, that Team Member shall:

17.4.1.1 be paid 8 Ordinary Hours at the base rate of pay as per Appendix 1, Schedule 1 for the Public Holiday;

17.4.1.2 have the actual rostered hours on a Public Holiday counted towards the Team Members Counted Hours.

17.4.1.3 accrue a day in lieu of 8 hours (for each public holiday worked), banked to a maximum of 5 days accrued and thereafter have the 8 hours paid out once the maximum banked day in lieu balance has been reached.

17.4.1.4 A Team Member shall not refuse to work a Public Holiday where it falls within the normal rostered hours of a Roster Cycle Period as per the guide roster.

- 17.4.1.5 If a Team Member works an RDO that falls on a Public Holiday that Team Member will only be paid the RDO rate of pay as per Clause 17.3 and have no days accrued to their banked day in lieu balance nor be paid the public holiday hours as per Clause 17.4.1.1.
- 17.4.2 Where a permanent part time Team Member is required to work on a Public Holiday described in Clause 29.2.1, that Team Member shall:
 - 17.4.2.1 be paid their prorated Ordinary Hours at the base rate of pay as per Appendix 1, Schedule 1 for the Public Holiday;
 - 17.4.2.2 have the actual rostered hours on a Public Holiday counted towards the Team Members Counted Hours.
 - 17.4.2.3 accrue a day in lieu of 8 hours (for each public holiday worked), banked to a maximum of 5 days accrued and thereafter have the 8 hours paid out at the ordinary rate, in that pay period once the maximum banked day in lieu balance has been reached.
 - 17.4.2.4 A permanent part time Team Member shall not refuse to work a Public Holiday where it falls within the normal rostered hours of a Roster Cycle Period as per the guide roster.
 - 17.4.2.5 If a permanent part time Team Member works an RDO that falls on a Public Holiday that permanent part time team member will only be paid the RDO rate of pay as per Clause 17.3 and have no days accrued to their banked day in lieu balance nor be paid the public holiday hours as per Clause 17.4.2.1.

A casual Team Member who works a Public Holiday is entitled to be paid the agreed penalty rate of 1.5 times their base rate of pay as per Appendix 1, Schedule 1. A casual Team Member who receives payment under this clause will not be entitled to the 25% casual loading for any work performed on a Public Holiday as per Clause 13.1.4.

17.5 Wage Increases

- 17.5.1 Wage increases are based on the Australian Bureau of Statistics (**ABS**) seasonally adjusted Perth Consumer Price Index (**CPI**). Wage increases are based on a floor and ceiling of the annual Perth CPI. If Perth CPI drops below 1.5% then the Company will pay 1.5% in annual wage increases, if the Perth CPI goes above 3% the Company will pay a maximum of 3% in annual wage increases.
- 17.5.2 The rates contained in Appendix 1, Schedule 1 shall be adjusted from the beginning of the first pay period commencing on or after the 1st October of each year in accordance with the annual percentage change in the CPI (all groups) for Perth, measured by the latest

publication data available at that date, the calculation to be taken to the nearest ten cents.

17.6 Superannuation

17.6.1 The Company will make superannuation contributions calculated on the annual wage rates as defined in Appendix 1, Schedule 1 of this Agreement on behalf of each Team Member in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) to an eligible MySuper fund of the Team Member's choice.

17.6.2 Where an eligible MySuper fund has not been nominated by the Team Member, the Company will contribute the superannuation payments to the default MySuper fund, Australian Super.

17.7 Salary Sacrifice

17.7.1 Team Members may elect to salary sacrifice a portion of their wages into the superannuation fund (subject to the rules of the fund to which the contribution is to be made).

17.7.2 The Team Member will bear the cost of any tax or surcharge resulting from contributions under this Clause.

17.7.3 The Company will not be liable:

17.7.3.1 If the law or the position of the Australian Taxation Office in relation to salary sacrifice changes;

17.7.3.2 For financial advice to Team Members in relation to salary sacrifice arrangements;

17.7.3.3 For any costs or losses associated with salary sacrifice arrangements; and

17.7.3.4 If it refuses to approve a proposed salary sacrifice arrangement or discontinues an existing salary sacrifice arrangement.

17.7.4 Team Members can vary the amount of salary sacrifice contributed every 12 months.

17.7.5 Team Members need to advise in writing if they wish to terminate or change their salary sacrifice agreement.

17.8 Allowances

17.8.1 Car Allowances

17.8.1.1 A Team Member who is approved by the Company to use their personal vehicle to report to an assignment location that is other than their normal duty point will be reimbursed for actual kilometres in excess of those normal travelled from his or her home to his or her normal duty point. The reimbursement rate will be \$0.80 per kilometre fixed for the life of the Agreement.

17.8.2 DOO Allowances

- 17.8.2.1 Where a Team Member is required by the Company to perform DOO, the Team Member will be entitled to be paid a DOO allowance of 19% in addition to the base rate of pay for the shift.

17.8.3 Living Away from Home Allowance (LAFHA)

- 17.8.3.1 A Team Member required to temporarily reside away from their Home Depot shall be paid a living away from home allowance (LAFHA) as per the following:

17.8.3.1.1 a Team Member who is temporarily transferred from their Home Depot to a selected location will be entitled to a temporary allowance of \$125.99 per day, this amount is made up of a breakfast allowance of \$26.37, a lunch allowance of \$29.58, a dinner allowance of \$50.81 and an incidentals allowance of \$19.23.

17.8.3.1.2 if a Team Member is rostered on a Book Off or on Expenses for a period of 24 hours, in which the Team Member travels to a different location, books off for the required rest hours and travels home within a 24 hour period, the Team Member is entitled to \$125.99 per day, encompassing a breakfast allowance of \$26.37, a lunch allowance of \$29.58, a dinner allowance of \$50.81 and an incidentals allowance of \$19.23.

17.8.3.1.3 if a Team Member is rostered on a Book Off or on Expenses for a period exceeding 24 hours, the Team Member will receive \$125.99 per full day (24 hours), plus each 8 hour period thereafter the relevant meal allowance i.e. if the Team Member is absent for 32 hours the Team Member will receive \$125.99 for the first 24 hours, plus a breakfast allowance of \$26.37, plus an incidentals allowance of \$19.23.

17.8.3.1.4 the time periods below are for the purpose to clarify which meal component is paid as per Clause 17.8.3.1.3 are;

Breakfast:	0200 – 0959 hrs.
Lunch:	1000 – 1759hrs,
Dinner	1800-0159hrs.

Note These amounts will be increased by the same percentage increases applied to wages in this Agreement.

18. ANNUAL LEAVE

- 18.1.1 A Team Member's entitlement to paid annual leave accrues progressively during a year of service according to the Team Member's Ordinary Hours of Work and accumulates from year to year.
- 18.1.2 Permanent full time Team Members are entitled to accrue five (5) weeks annual leave for each year of service with the Company.
- 18.1.3 Permanent part time Team Members are entitled to accrue annual leave on a pro-rata basis.
- 18.1.4 A day of annual leave is eight (8) hours for the purposes of Counted Hours. A week of leave is a period of five (5) days, being 40 hours of the Counted Hours and two (2) RDO's.
- 18.2 The taking of annual leave shall be subject to the following:
 - 18.2.1 Team Members are permitted to take annual leave as per the Leave Procedure as varied and amended from time to time. This will be managed and include a leave planner and slot system where Team Members will have visibility over when leave slots are available due to operational requirements;
 - 18.2.2 applications for annual leave will be in writing and leave rosters will be posted at home locations;
 - 18.2.3 Team Members will have the opportunity to submit preferred dates for such leave;
 - 18.2.4 if a Team Member does not submit an application for leave within a preferred slot by the advised date each year, the Company can, at its discretion, allocate the Team Member's leave period for those slots. The Company may direct Team Members to take three weeks of annual leave per year in accordance with the Leave Procedure as varied or amended from time to time
 - 18.2.5 The Company may direct a Team Member to take more than three weeks of directed paid leave as per Clause 18.2.4 in circumstances that are deemed reasonable in accordance with the Act.
- 18.3 Annual leave loading is not payable as the loading has been included in the annual wage.
- 18.4 All authorised and taken annual leave is included in the annual wage.
- 18.5 All other annual leave that is not required to be taken as per Clause 18.2.4 and 18.2.5, shall be taken at a mutually convenient time and shall be subject to the Company's operational requirements and Leave Procedure, as varied or amended from time to time.
- 18.6 A Team Member may request to cash out up to two weeks' annual leave as per the Leave Procedure, as varied or amended from time to time, by providing the

Company with a written application to forgo the applicable amount of annual leave.

- 18.7 In accordance with the Act, a Team Members paid annual leave must not be cashed out if the cashing out would result in the Team Members remaining accrued entitlement after being paid out is less than four (4) weeks.
- 18.8 The Company has the discretion to refuse any cashing out request but will not unreasonably refuse a request by a Team Member. The Company will inform the Team Member any reasons why cash outs are refused.
- 18.9 When annual leave is cashed out in accordance with this clause it will be paid at the same rate that would have applied if the Team Member had taken the leave.

19. PARENTAL LEAVE

- 19.1 Team Members will be entitled to 12 weeks unpaid parental leave in accordance with Division 5 of Part 2-2 of the Act and the Company's Parental Leave Procedure as amended from time to time.

20. ROSTER CYCLES AND ROSTERED DAYS OFF.

- 20.1 For every Roster Cycle Period, four RDO's will be rostered.
- 20.2 A minimum of 50% of RDO's will be grouped in the guide rosters and the Company will use its best endeavours to spread weekend RDOs evenly.
- 20.3 The minimum duration of a single RDO will be 30 hours comprised of 24 hours guaranteed between 0000 and 2359 on the day of the RDO. If a Team Member signs off, on or before 1800 on the day before the RDO, then the Team Member can be rostered from 0001 the day following the RDO, this provides the minimum 30 hours for a single RDO. If a Team Member signs off after 1800 the day before the RDO, then said Team Member cannot be rostered before 0600 following the RDO unless the Team Member agrees to start earlier. This situation provides more than the minimum 30 hours for a single RDO.

For example: A Team Member is rostered to 21:00 the day before the RDO, that Team Member will not be rostered before 06:00 the day after the RDO (unless Team Member agrees to start earlier). Or a Team Member is rostered to 18:00 the day before the RDO, that Team Member can be rostered from 00:01 the day after the RDO.

- 20.4 Once the Operational Roster has been posted the RDOs can only be moved with the agreement of the Team Member concerned. Where a Team Member agrees to move the originally designated RDO no overtime payments will be made for work conducted on a day originally designated as an RDO.
- 20.5 Working on a RDO may occur, subject to satisfying fatigue management requirements, and the Team Member has indicated a preparedness to work on that day.

21. WORK LOCATION

- 21.1 Home Depot

- 21.1.1 Team Members will be advised of their Home Depot in the letter of offer of employment.
 - 21.1.2 The Company reserves the right to establish new 'Home Depots' at any location to suit business requirements. The Company will consult with the parties to this Agreement prior to the establishment of a Home Depot. Train crews will be appointed to a Home Depot and will sign on and off at this location. Should a Team Member temporarily transfer to another Home Depot for work, Temporary Transfer conditions as per Clause 21.3 come into effect.
 - 21.1.3 Team Members with more than 2 years continuous service at their appointed Home Depot can nominate to transfer to an alternative home location. Team Members can register their interest to be placed on a locations waiting list and transfer to their selection if an opportunity exists. The Company reserves the right to decide transfers of individuals to other locations and the Team Member will be advised.
- 21.2 Additional Sign on Locations
- 21.2.1 The Company reserves the right to establish additional sign-on locations during the life of this Agreement to suit its business and commercial objectives.
 - 21.2.2 When setting up an additional sign-on location the Company will ensure that appropriate communication systems are available so that Team Members can obtain the appropriate documentation to carry out their duties.
 - 21.2.3 The Company will also ensure the availability of appropriate amenities for the use of Team Members at additional sign-on locations, specifically secure parking facilities, washbasins, soap, toilets and personal lockers.
- 21.3 Temporary Transfers and Expenses
- 21.3.1 A Team Member may be temporarily transferred from their Home Depot to a selected location to support the commercial interests of the Company at the time. The Company will communicate with the Team Member concerned through the normal process of creating the roster and before the transfer regarding the length of the transfer and will endeavour to ensure minimal impact to a Team Members personal life. This will include taking into consideration the Team Member's family and social commitments.
 - 21.3.2 The Company has the right to direct and roster Team Members for Expenses and Temporary Transfers up to a total of two weeks (10 rostered days) per Annum as a part of the Team Members Ordinary Hours. Team Members can be rostered for multiple Expenses and Temporary Transfers until they have reached the cumulative ten days by providing the Team Member with normal notice should the operational need arise. The duration can be extended with mutual agreement of both parties.

- 21.3.3 A Team Member, who has returned from a directed Temporary Transfer of at least seven (7) consecutive days, must be rostered at their Home Depot for four (4) weeks before being temporarily retransferred at the direction of the Company, unless the Team Member agrees on a lesser period.
- 21.3.4 Protocols will be established by the Company for Temporary Transfer which will include a managed list for rostering. The Company has the right to roster for commercial and regulatory requirements. This includes managing the impact of RDO's on the Temporary Transfer with the intention of managing fatigue.
- 21.3.5 Team Members who work assignments away from their Home Depot and are required to stay overnight will be provided suitable lodging by the Company. The parties to this Agreement recognise that the nature of the geography of operation means the Company can only use best endeavours to provide the required standard of accommodation but will commit to providing if it is available and practical to do so without impacting on required train pathways and cycle times. The local consultative process will discuss accommodation options available in the zones and where appropriate the Company will endeavor to use these options.
- 21.3.6 When Team Members are rostered away from their Home Depot on a Temporary Transfer they will be paid in accordance with Clause 17.8.3.1.1.
- 21.3.7 When Team Members are rostered away from their Home Depot on an Expense they will be paid in accordance with Clause 17.8.3.1.2 and 17.8.3.1.3.
- 21.4 Book Offs
 - 21.4.1 A Team Member may be rostered to work a Book Off as per Clause 17.1.1 and 17.1.2.
 - 21.4.2 When Team Members are rostered away from their Home Depot on a Book Off they will be paid in accordance with Clause 17.8.3.1.2 and 17.8.3.1.3.

22. ROSTERING PRINCIPLES

- 22.1 The following rostering principles have been developed to assist in providing a consistent and flexible approach to the rostering of Team Members across the business.
- 22.2 They are also to be read in conjunction with the procedure for the management of fatigue, as varied or amended from time to time. In cases where there is a conflict between satisfying the requirements of either these rostering principles or the fatigue management procedure the latter shall prevail in any case where such a conflict is likely to increase the potential for a workplace hazard. Rostering shall also comply with relevant occupational, health and safety legislation.
- 22.3 While every opportunity will be taken to accommodate individual Team Members requirements, this Agreement focuses on ensuring maximum efficient deployment

of Team Members. For the purposes of this Agreement, and in consideration of the need for flexible deployment of Team Members, all hours of work for Team Members covered by this Agreement (as outlined in Clause 17) are deemed to be those hours for which Team Members are required to work by the Company, subject to the following qualifications:

- 22.3.1 Team Members are required to work rosters in accordance with the Rostering Guidelines;
 - 22.3.2 at locations where the implementation of a Guide Roster is not practicable and subject to meeting operational needs, rosters will be drawn up by the Company to meet specific business requirements; and
 - 22.3.3 as part of the regular rostering the Company shall comply with the applicable rail safety legislation and law relating to fatigue management and rostering of rail safety workers.
- 22.4 It will be necessary for locations to use multiple Guide Rosters to meet the varying workloads, seasonal changes and variable customer requirements.
- 22.5 Proposed guide roster changes shall be displayed for Team Members to have the opportunity to provide feedback on the roster and, where appropriate, may suggest changes to the Guide Roster.
- 22.6 There are two types of rostering systems within this Agreement - Forecast and Blank Line rosters.
- 22.7 Rostering Guidelines
- 22.7.1 Rostering guidelines will be developed which provide specific rostering practices to meet the operational requirements and rostering preferences of Team Members at each Location.
 - 22.7.2 These guidelines shall be developed through the agreed consultative process and should consider and address both guide and operational roster issues.
 - 22.7.3 Rostering guidelines will be communicated to relevant Team Members in the location including new and relieving Team Members.
 - 22.7.4 These rostering guidelines shall include practices to address rostering issues such as, but not limited to:
 - when business / operational changes require alterations to the roster(s);
 - where fatigue management reviews require changes to the roster(s);
 - when management or Team Member initiated changes are proposed to accommodate an altered distribution of the work and / or time off; and

with the intent that the Company and relevant Team Members, through the rostering consultative process, determine how the proposed changes can be best implemented to accommodate both operational requirements and the needs of the Team Member affected by the changes.

- 22.7.5 The guidelines shall also include practices to address the rostering of various forms of time away from work, including rostered days off, weekends off, the taking of annual leave in a manner which aims to meet the operational requirements of the business and the Team Members personal and family circumstances at their location.

23. FATIGUE MANAGEMENT

- 23.1 The freight services business is conducted in a 24 hour a day and seven day a week operation. Accordingly, train services teams of Team Members are required to perform their work on shifts, which have irregular starting times and varying lengths. The parties acknowledge that as a result of these operational requirements the Team Members engaged in train operations are more likely to be exposed to the effects of work related fatigue compared to day shift workers.
- 23.2 Addressing the opportunity for quantity and quality of sleep, particularly addressing the “Time of Day” effect.
- 23.3 Ensuring the number of consecutive shifts (in particular night shifts), shift lengths, and rest periods between shifts are considered in roster compilation, again addressing the time of day considerations.
- 23.4 Understanding that Team Members have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.
- 23.5 An integral part of the effective management of fatigue will be the raising of awareness and the training of both managers/supervisors/rostering personnel and Team Members in fatigue management. Awareness raising and training will address, but not be limited to:
- 23.5.1 Methods of minimising the risks associated with shift work;
 - 23.5.2 The responsibilities of both the Company and Team Member in managing the requirements of the operations;
 - 23.5.3 An understanding of physiological and psychological effects shift work has on Team Members;
 - 23.5.4 The training and implementation of the Company’s fatigue management procedure, as varied or amended from time to time; and
 - 23.5.5 Shift worker wellbeing and fitness for work considerations including management of non-work periods.
- 23.6 The parties acknowledge that fatigue management is an evolving process and further management methods and processes will continue to be developed in the future.

24. CONSULTATIVE PROCESSES

- 24.1 The Company and Team Members shall discuss and may modify guide rosters through a consultative process in a timely manner. This shall be achieved by the election of depot based rostering consultative committees. The rostering consultative committee shall be made up of two duly elected representatives. Committees will be created in Geraldton, Albany (including Wagin), Northam and Kwinana (including Merredin).
- 24.2 The rostering consultative committee shall use all best endeavours to meet on a quarterly basis to discuss depot issues related to rostering.
- 24.3 Rostering Consultative Committees shall be consulted on the development of guide rosters and review rostering issues, taking particular account of the following:
- fatigue, health and safety issues topical to shift workers;
 - the nature of Company operations to serve the customers' needs and be productive;
 - the provisions of the Agreement;
 - the specific rostering conditions described below;
 - the family, social and community needs of Team Members; and
 - all Team Members will rotate through all lines in a roster and work shall be distributed fairly throughout the roster with respect to the amount and type of work to be performed.
- 24.4 The Company will consult with the Rostering Consultative Committee Elected Representatives. A 14 day period will be given to consult and socialise changes or issues related to rosters.
- 24.5 The Company reserves the right to manage and implement rosters to be compliant with this Agreement, the Company's fatigue policy that is compliant with regulatory fatigue obligations as well as be compliant with efficient and effective customer service.
- 24.6 A delegates consultative meeting shall be held (once every six months) semi-annually at Watco Head Office in Perth, Western Australia to discuss any issues that cannot be reasonably resolved at the depot level. Four delegates will be selected to attend this meeting with representation from each of the Company's Operational Zones.
- 24.7 The delegates will be rostered to attend these meetings along with appropriate travel time.

25. SHIFT LENGTHS OF DUTY.

- 25.1 Team Members can be rostered by the Company to perform shifts up to 12 hours.
- 25.2 Team Members shall have a minimum engagement of 8 hours per operational shift for a permanent Team Member and six (6) hours for a casual Team Member. The minimum shift length for non-operational work can be six (6) hours for the use for example, medicals, training, travel, etc.
- 25.3 In the case of an emergency, or incident out of the Company's control Team Members may be required to work shifts of up to a maximum of 14 hours, except

Driver Only Operations. The working of shifts between 12 & 14 hours shall be subject to the Team Members indication of fitness to continue.

- 25.4 Team Members are entitled to minimum rest periods between rostered shifts (inclusive of shift extensions) as follows:
- 25.4.1 at the Team Member's home location for operational shifts – 12 Hour rest period;
 - 25.4.2 at a Book Off location - 9.5 hours minimum rest period can be used; and
 - 25.4.3 non-operational shifts shall be 10 hours.
- 25.5 Subject to certain sites requiring less than the required minimum rest period of 9.5 hours the Company will consult with the Depots affected and seek IFAs to ensure the safest and most productive way to manage shift lengths and rest periods for those sites. It is agreed that car driving to and from sites is the base mode of transport and will be the only option where operational arrangements cannot be agreed by the Depots concerned.
- 25.6 Subject to satisfying fatigue management requirements train crew may be requested to resume work for their next rostered shift up to one hour earlier than the minimum rostered rest period where circumstances require and the Team Member is prepared to do so.
- 25.7 When a Team Member is released early from a shift and remains available for work, the rostered hours for that shift will be included in the Counted Hours and the actual worked hours will be used for managing fatigue in accordance with the defined rest periods outlined in Clause 25.4.
- 25.8 The Maximum number of consecutive ordinary shifts a Team Member can be rostered will be determined by the Company's fatigue management procedure and discussed through the Rostering Consultative Committee.
- 25.9 A maximum of 4 consecutive 12 hour shifts or 5 consecutive 10 hour shifts can be rostered. Consecutive shifts are defined as shifts that have a rest period of less than 24 hours. For clarity 50 hours can be rostered consecutively utilising any combination of shift lengths.
- 25.10 The maximum number of Counted Hours within a Roster Cycle will be 50 hours.
- 25.11 Train crew Maximum rostered shift lengths – train crew configuration shift lengths will be as follows:

Train Crew Configuration	Shift Length from sign on to sign off
Two Level Three/Level Four Team Member with full road knowledge -	12 hours

One Level Three/Level Four Team Member with full road Knowledge and other Level Three/Level Four Team Member with part Knowledge -	12 Hours
Level Three/Level Four Team Member and level Two Team Member	10 hours
Driver Only Operations: -	9 hours

- 25.12 Meal Break Length - On any shift that exceeds six hours, Team Members shall be entitled to meal breaks as follows:

Train crew of two qualified drivers with full road knowledge -	25 minutes paid break to be taken during the shift by driver rotation.
Driver only and other Team Members	A paid break of 25 minutes to be taken at rest with agreement of Train management.

- 25.13 Meal breaks shall be taken to cause the least disruption to train operations, notwithstanding this provision the break shall commence no later than the fifth hour of duty.

26. SHIFT CHANGES

- 26.1 Train working changes and train crew absences can occur on and at short notice.
- 26.2 These changes may result in shift cancellations, additional shifts, shift adjustments (e.g. start times) or changes to shift lengths.
- 26.3 Where these changes occur at least 12 hours notification of shift changes (or greater) will be given, and consideration will be given to:
- a Team Members personal and family circumstances;
 - operational requirements;
 - depot guidelines established at the home depot;
 - fatigue management principles, including “time of day” considerations;
 - the number of shifts a Team Member has worked;
 - the length of the shifts that the Team Member has worked;
 - the breaks a Team Member has had between the shifts worked; and
 - within the 12 hour formal notification period shifts can be changed at mutual agreement
- 26.4 Subject to informing their supervisor, operational requirements, fatigue management principles, and providing the arrangement is cost neutral to the business, Team Members may mutually exchange shifts. Team Members need to communicate this change to the on call manager or the Manager responsible for rostering and resource planning.

- 26.5 The Company has the right to reasonably refuse shift changes and will inform the Team Members of those reasons.

27. CLEARING OF AND RETURNING FROM ANNUAL LEAVE

- 27.1 A key objective of the agreed rostering principles is to provide Team Members with the highest possible level of certainty, particularly with regard to RDOs.
- 27.2 Rostering guidelines should address practices for the clearing of and the returning from annual leave. The guidelines should include protocols for Team Members starting leave, where they resume on the roster and could also include practices where Team Members are not rostered to start before 0600 hours on their first shift back from leave unless they are prepared to do so.

28. REQUEST DAYS

- 28.1 As a means of addressing a Team Member's out of the ordinary personal obligations (such as medical appointments, special family commitments, and the like) a Team Member may make requests not to be rostered on a specific day, or days, during a specific Roster Cycle.
- 28.2 Reasonable endeavours will be made to meet the request having regard for the nature of the request and the disruption to the roster, including the allocation of RDOs and the impact on other Team Members.
- 28.3 Particular attention will be given to regularly occurring requests, which would result in Team Members not working their share of additional hours and weekends or other particular shifts.
- 28.4 The Team Members RDOs may be moved as shown on the guide roster to accommodate a request day.

29. PUBLIC HOLIDAYS

- 29.1 It is recognized that the Company can roster Team Members to work on Public Holidays as per the Guide Roster.
- 29.2 In accordance with Clause 17.4, a Team Member shall be entitled to the following holidays without loss of pay on the following days applying;
- 29.2.1 New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Western Australia Day, Queen's Birthday, Christmas Day, Boxing Day.
- 29.3 Any further public holidays gazetted by either State or Federal Government shall be considered as part of this clause.

30. INTERACTION BETWEEN PUBLIC HOLIDAYS AND RDOs

- 30.1 The general principle is for RDO's to be allocated as per the Guide Roster. This results in more certainty and less disruption for both the business and Team Members in each roster. If an RDO falls on a public holiday in accordance with the guide, the RDO will not be moved and the Public Holiday is treated as a normal RDO.

31. JURY SERVICE

- 31.1 A Team Member, other than a casual Team Member, will be paid 'make-up pay' for the first ten (10) days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the Team Member receives (excluding any expense-related allowances) from the court and the Team Member's base rate of pay for the Ordinary Hours they would have worked.
- 31.2 Before paying make-up pay, the Company may request evidence from the Team Member to show:
 - 31.2.1 that the Team Member has taken all necessary steps to obtain jury duty pay; and
 - 31.2.2 the total amount of jury duty pay that has been paid or will be payable to the Team Member for the period.
- 31.3 If the Team Member cannot provide evidence, they will not be entitled to make-up pay.
- 31.4 A Team Member will not be paid make up pay, by the Company, where the Team Member attends Jury Service in the Team Member's own time, e.g. long service leave, RDO's, annual leave. However, where this occurs the Team Member may receive fees as prescribed and paid by the court.
- 31.5 Jury service is counted towards Counted Hours for the Roster Cycle Period to a maximum of 80 total hours.
- 31.6 Casuals will be paid for Jury Service in accordance with the *Juries Act 1957 (WA)*.

32. PERSONAL LEAVE

- 32.1 Personal leave is for the sole purpose of providing income for full and part time Team Members unable to attend work through injury of illness of themselves or members of their immediate family or household or an unexpected emergency affecting such member and shall accrue 10 days per year for full-time Team Members and pro-rata for part-time Team Members.
- 32.2 For the purposes of this Clause, immediate family includes a Team Members spouse, child, parent, grandparent, grandchild or sibling or a child, parent, grandparent, grandchild or sibling of your spouse. Spouse includes a former spouse, a de facto spouse, or a former de facto spouse.
- 32.3 An eligible Team Member, who is absent from work on account of such leave shall be entitled to leave without loss of pay subject to the National Employment Standards (NES): -
 - 32.3.1 A Team Member shall not be entitled to be paid for any absence for any period for which the Team Member is entitled to worker's compensation;
 - 32.3.2 The Team Member shall take all reasonable steps prior to the commencement of such absence, to inform the Company as soon as possible of the Team Members inability to attend for duty and shall state the nature of the illness/injury and the estimated duration of the absence; and

- 32.3.3 The Team Member must comply with any request by the Company that a claim for personal leave be supported by reasonable evidence outlined in the Act (i.e. by providing a Statutory Declaration or medical certificate) in respect of any day or days for which personal leave is claimed.
- 32.3.4 Where a Team Member is absent on Personal Leave (paid or unpaid) for an extended period and/or the Company has a good and sufficient reason to believe that the Team Member will be unable to return to work or is unable to undertake the duties of the position, the Company – at its cost (travel and medical examination cost), may direct the Team Member to undertake a medical examination by a duly qualified medical practitioner to determine the Team Members fitness for work.

33. LONG SERVICE LEAVE

- 33.1 Team Members shall be entitled to receive long service leave entitlements in accordance with applicable long service leave legislation as amended from time to time. For the purpose of this Agreement, the applicable act is the *Long Service Leave Act 1958 (WA)*.

34. OTHER LEAVE

- 34.1 All Team Members are entitled to access community services, compassionate, parental, or other leave provisions as per the NES and the Act.
- 34.2 All Team Members are entitled to apply to the Company for unpaid leave and the application will be determined by the Company taking into account operational requirements.

OCCUPATIONAL HEALTH AND SAFETY

35. GENERAL SAFETY PRINCIPLES

- 35.1 The Company and Team Members acknowledge and agree that a safe and secure workplace is important and that Team Members will:
- 35.1.1 Comply with all applicable Occupational Health and Safety laws, regulations and code(s) of practice;
 - 35.1.2 Ensure, to the best of their ability the safety of all people in the workplace;
 - 35.1.3 Wear and use any safety and protective equipment provided;
 - 35.1.4 Comply with the Company's occupational health and safety procedures and safety practices and procedures, or alternatively face disciplinary action, including termination of employment; and
 - 35.1.5 Immediately report to management any accidents, incidents, near misses or hazards, arising during the course of their employment.

- 35.2 It is a condition of employment that all Team Members abide by both the Company's and client's Occupational Health and Safety policies and procedures. Once the Team Member is inducted by the Company then they must comply with those policies. Team Members may be required to be inducted as a part of their employment at sites of the Company's customers and are required to comply and do so if requested.
- 35.3 Team Members will comply with all lawful directions given by the Company and by authorised employees of the client, including carrying out work for the safety of personnel and plant, and for emergency prevention of pollution subject to appropriate training, using all appropriate protective clothing and equipment and keeping the workplace and equipment in a clean and safe condition. It is a condition of employment to comply with the Company's occupational health and safety policies and procedures.
- 35.4 Team Members agree to wear the appropriate safety clothing and equipment at all times when their use is deemed necessary by the Company or authorised Team Members of the client.

36. TRAINING

- 36.1 Any Team Member may be required to undertake 'on the job' or 'off the job' training to meet the level of competence required by the Company, including training to meet the requirements of new technology, applicable rail safety law or Act, including route knowledge, occupational health and safety legislation, or equipment that may be introduced.
- 36.2 All training time carried out at the Company's request will be deemed Counted Hours. Training time is from start time to finish time of actual training program and accordingly Team Members will be rostered to align to start and finish times of the training program. Travel time will be given to Team Members who are stationed in rural and regional areas.
- 36.3 Team Members give a commitment to undertake this training and the Company is committed to providing training opportunities to Team Members, and any reasonable opportunities to exercise the knowledge, skills, or abilities acquired from this training.
- 36.4 The Company will meet all reasonable costs associated with specific training for the ongoing maintenance of the required competencies.
- 36.5 Team Members are obligated to undertake the required level of Rail Traffic Crew (RTC) and maintain an Arc Infrastructure track access permit (mandatory) with the relevant RTC refresher training.
- 36.6 Failure to maintain these qualifications may lead to termination and/or the training costs being borne by the Team Member.

37. PERSONAL PROTECTIVE EQUIPMENT

- 37.1 Safety equipment as provided by the Company will be utilised as directed by the Company and in accordance with the manufacturer's instructions. Each Team Member shall be provided with and must wear appropriate protective clothing in line with the Company's and site requirements. The Company shall replace all safety equipment and protective clothing on a 'fair wear and tear' basis.
- 37.2 All Personal Protective Equipment (PPE) will be issued individually to Team Members who shall be responsible for the care and maintenance of such equipment.
- 37.3 All basic required PPE to enter the work site will be provided for by the Company as it deems necessary to do so with the exception of Prescription safety glasses which will be subsidised to a maximum amount of \$400 per Annum.

38. COMPANY VEHICLES

- 38.1 The Company may provide from time to time Team Members vehicles to use during the course of their employment and the vehicles must be road worthy and fit for purpose as per the Company's regulatory obligations.
- 38.2 When a Team Member becomes aware of damage to or anything which in their opinion may compromise the safety or roadworthiness of a vehicle they must report it immediately to their supervisor or the Company's operations center (WOC).
- 38.3 At that point a Company manager will determine the vehicles fit for purpose in line with its regulatory obligations.
- 38.4 A Vehicle Inspection form must be completed by the Team Member before operating Company vehicles and returned at the beginning or end of each day's shift to the relevant Home Depot.

39. ALCOHOL AND DRUGS

- 39.1 The Company is required to ensure that none of its Team Members are under the influence of alcohol and/or drugs when about to sign on for work or while at work. The Company policies set out procedures for both random and compulsory testing for drugs and alcohol that comply with relevant state rail safety legislation, as varied or amended from time to time.
- 39.2 It is agreed that the Company may carry out its testing obligations and program of medical examinations as set out in its Company policies, Accreditation documents and under the applicable Acts, as varied or amended from time to time.
- 39.3 All Team Members are required to comply with the Company's Drug and Alcohol policies and procedures, as varied or amended from time to time.
- 39.4 A Team Member shall not, by the consumption of alcohol or a drug, be in such a state as to endanger his/her own safety at work or the safety of any other person at work.
- 39.5 Being under the influence of alcohol or drugs while on duty is deemed Serious Misconduct.
- 39.6 A Team Member will undertake a drug or alcohol test. The Company shall use swab, fluid and blood testing in accordance with the relevant Australian standard,

as varied or amended from time to time, when requested to do so by the Company.
The Company will bear all costs associated with such testing.

40. FIRST AID FACILITIES

- 40.1 Suitable first aid equipment in a hygienic container shall be available in each workplace/vehicle in an accessible and clearly identified place. This equipment should be regularly inspected, and replenished as necessary by the Company.
- 40.2 The Company will provide and pay for accredited first aid training to all Team Members on a periodical basis, as required by applicable rail safety law and regulation. Should a new Team Member not be accredited with first aid at the commencement of service then training will be provided by the Company.

41. MEDICAL EXAMINATIONS

- 41.1 No person shall be employed by the Company unless they produce a Cat 1 medical certificate from the duly qualified and accredited rail safety medical practitioner certifying that they are fit for duty. This Agreement acknowledges that legislation has imposed conditions on the Company's Rail Safety Accreditation to operate on the rail system that requires all Team Members to be medically fit and to be subject to a regime of medical testing. A Team Member must maintain the required level of fitness to be eligible for entrance to the Company's service.
- 41.2 The parties to this Agreement understand the need for the requirements of the National Health Assessment Standards (details of which the Company shall provide to all Team Members) to be achieved and maintained by Team Members. In the event that a Team Member cannot maintain the required medical standards for adequate performance of his/her duties, the Team Member and the Company shall hold discussions regarding the capacity of the Team Member to continue in his/her employment with consideration for a level of employment that the Team Member can be deemed fit to perform and meet the Company's requirements. Physical incapacity to perform duties may be a reason for termination of employment, subject to a Team Members rights under workers' compensation legislation.
- 41.3 The result of Company initiated examinations will be communicated to the Team Member concerned.
- 41.4 The Team Member has the duty of care to maintain their fitness for work throughout their employment.
- 41.5 Any follow up or specialist tests are the obligation of the Team Member to follow up and provide documentation in a reasonable timeframe to maintain their fitness for work and track access permit. Failure to do so may result in termination, leave without pay or any disciplinary action.

42. HEALTH MANAGEMENT

- 42.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers (as revised or superseded) a Team Member is required to undertake a Health Assessment, the Company will pay cost of the medical assessment including all required tests up to the “determination”. In addition, the Company will pay for the cost of a stress ECG whether undertaken before or after determination. The Company will not pay for the cost of investigation of existing, known medical conditions or referrals to a Team Member’s local General Practitioner.
- 42.2 The Company will pay the cost of the first sleep apnoea test. For the avoidance of doubt, the first sleep apnoea test means that any other sleep apnoea tests conducted after this initial test, will need to be organized and paid for by the Team Member.
- 42.3 The Company will roster time for Team Member to attend and cover incidental travel associated with the medical.
- 42.4 That Health Assessment will be to decide whether the Team Member is:
- Fit for Duty; or
 - Fit for Duty subject to Review; or
 - Fit for Duty subject to Job Modification; or
 - Temporarily Unfit for Duty Subject to Review; or
 - Permanently Unfit for Duty.
- 42.5 Trauma Associated with Serious Accidents or Incidents
- 42.5.1 This Clause refers to circumstances where a Team Member covered by this Agreement is in charge of a train or working in the vicinity to where the incident occurred involved in a serious accident or incident that results in an injury or fatality to another party or parties.
- 42.5.2 In the circumstances referred to in Clause 42.5.1 the Company shall ensure that:
- 42.5.2.1 The Team Member is replaced, as per the Company’s incident management plan, on the day concerned by a suitable qualified Team Member;
- 42.5.2.2 That the Team Member is provided with transport to their home or their Home Depot, as so elected by that Train Crew; and
- 42.5.2.3 That the Team Member, if the incident involves a fatality or associated with serious trauma, is provided with up to two days paid leave to receive psychological counselling from an accredited provider. This trauma leave is a separate entitlement to any other leave.

DISCIPLINE AND DISPUTES

43. DISCIPLINE PROCEDURE

- 43.1 Disciplinary measures are implemented following unjustifiable and/or inappropriate behaviour by an individual, but within the context of performance management.
- 43.2 The disciplinary process is generally broken down into the following stages;
- 43.2.1.1 Initial request for information and facts of what occurred and all information assessed;
 - 43.2.1.2 Formal (written) notice of disciplinary hearing in to a matter and notification if required to attend a disciplinary hearing;
 - 43.2.1.3 Formal allegation/s and facts are discussed at the disciplinary hearing and sufficient time is allocated (the Team Member is provided the opportunity to respond to the allegation/s) to respond to the allegations within the disciplinary hearing;
 - 43.2.1.4 Findings and recommendations are presented to the Disciplinary Committee, where an impartial decision to the outcome of the hearing is determined;
 - 43.2.1.5 Determination of outcome provided to Team Member through consultation and in writing by the Company; and
 - 43.2.1.6 Opportunity for Team Member to appeal the decision.
- 43.3 This process has no bearing and does not rely on the independent investigations of joint or third party incident investigations.
- 43.4 Team Members facing disciplinary proceedings will at all times be accorded procedural fairness (including reasonable opportunity to rebut the charge at each decision stage, including timely examination of all relevant Company material and personnel) and the right to a representative of their choice.
- 43.5 Pending Investigation -
- 43.5.1 Pending the outcome of the disciplinary process, a Team Member may be:
 - 43.5.1.1 Withdrawn from the operating roster on guaranteed hours. Where the Team Member is subsequently acquitted, the Team Member will be paid for the rostered hours for that Roster Cycle if not worked; or
 - 43.5.1.2 Placed on alternative duties; or
 - 43.5.1.3 Suspended with pay where any of the following are alleged:
 - 43.5.1.3.1 being under the influence of drugs or alcohol during working hours;
 - 43.5.1.3.2 abuse or harassment of a customer or another staff member;

- 43.5.1.3.3 breaching a safety regulation in such a way as to reasonably cause a risk of injury;
 - 43.5.1.3.4 disobeying a lawful and reasonable direction; or
 - 43.5.1.3.5 Breach of company policies and “Golden Safety Rules” (as amended by the Company from time to time).
 - 43.5.1.4 Suspended without pay where any of the following are alleged:
 - 43.5.1.4.1 Serious Misconduct
 - 43.5.1.4.2 breaching a safety regulation in such a way as to reasonably cause an imminent risk of injury;
 - 43.5.1.4.3 disobeying a lawful and reasonable direction; or
 - 43.5.1.4.4 Breach of Company Policies and Golden Safety Rules (as amended by the Company from time to time).
- 43.6 Conclusion of the Investigation
 - 43.6.1 Disciplinary measures that the Company may take against a Team Member include:
 - 43.6.1.1 None;
 - 43.6.1.2 Caution - a verbal or written caution, warning or reprimand;
 - 43.6.1.3 Demotion - a reduction in position, classification and pay for a period of up to six months; where the Team Member will be paid and worked at the regressed level;
 - 43.6.1.4 Suspension With Pay - Suspension from duty but with pay for a period of up to four weeks;
 - 43.6.1.5 Suspension Without Pay - Suspension from duty without pay for a period of up to four (4) weeks; or
 - 43.6.1.6 Dismissal - Dismissal, with or without notice as applicable.
 - 43.6.2 Dismissal excepted, a Team Member with a grievance in relation to the application of this clause shall follow the Disputes Settling Procedure outlined in of this Agreement.

44. DISPUTE SETTLING PROCEDURE

- 44.1 If a dispute relates to:
 - 44.1.1 a matter arising under the Agreement; or
 - 44.1.2 the National Employment Standards.

- 44.2 This clause sets out the procedures to settle the dispute.
- 44.2.1 Team Member who is a party to the dispute may appoint a representative for the purposes of these procedures.
- 44.2.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Team Member or Team Members and relevant supervisors and/or management. This should be done in a timely manner but due to extenuating and operational circumstances may take longer to implement. As a guide the discussions should be held within the first four (4) days of the dispute being raised.
- 44.2.3 Prior to notification of the dispute to FWC, senior management and Union officials will meet and attempt to resolve the issues in dispute.
- 44.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 44.2.5 The FWC may deal with the dispute in two stages;
- 44.2.5.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 44.2.5.2 if the FWC is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 44.2.5.2.1 arbitrate the dispute; and
- 44.2.5.2.2 make a determination that is binding on the parties.

Note If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC 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.

- 44.3 While the parties are trying to resolve the dispute using the procedures in this term:
- 44.3.1 a Team Member must continue to perform his or her work as he or she would normally have done prior to dispute unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 44.3.2 a Team Member must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
- 44.3.2.1 the work is not safe; or
- 44.3.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
- 44.3.2.3 the work is not appropriate for the Team Member to perform; or

44.3.2.4 there are other reasonable grounds for the Team Member to refuse to comply with the direction.

44.4 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this Clause.

45. WORKPLACE REPRESENTATIVES

45.1 Reasonable Time to Discuss Issues - Where Team Members at the workplace have elected a workplace representative/s to represent the members in employment-related matters, the Company shall provide the representative/s reasonable time to discuss those matters with the Members and management.

45.2 Facilities Available - To facilitate the representative/s role, the Company will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. Use of resources by workplace delegates will be subject to the delegate complying with the prevailing Company policy provisions and the specific directions of the site manager (neither of which shall impose unreasonable restriction on the operation of this clause).

45.3 Union Contact - Workplace delegates that represent union members at the workplace will be allowed reasonable time to attend to any work related matters, on behalf of union members but must consult with their supervisor prior to attending to any such matters.

45.4 Workplace delegates will be entitled to reasonable unpaid time off to attend union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give 14 days notice and the Company will not unreasonably refuse to approve such leave.

45.5 The Company will provide a lockable notice case to be used by workplace delegates for posting notices authorised by the Union.

45.6 Special paid leave will be granted to Team Members of the Company who are delegates of their Union to attend their Union's National Council, National Executive, Branch Council, Branch Executive and Divisional Committee meetings, or their equivalent and as recognised by the AEC or other relevant authority.

45.7 To be eligible for special paid leave, the Team Member:

45.7.1 is required to apply for leave at least (four) 4 weeks prior to the meeting;

45.7.2 is required to provide written evidence (including basic details of the meeting) that they are an elected delegate of the Union; and

45.7.3 is required by the Union to attend the meeting.

46. RIGHT OF ENTRY

46.1 The secretary of the ARTBIU or his representative has a right of entry as per Part 3-4 of the Act.

APPENDICES

47. APPENDIX 1: (WAGE RATES)

Schedule 1

Permanent Team Member Annual Wage

Level	Rate
Level 1	\$ 67,492
Level 2	\$ 84,365
Level 3	\$ 109,865
Level 4	\$ 115,357

Casual Team Member Hourly Rate

Level	Base Hourly Rate	Base Rate + 25% loading
Level 1	\$ 32.45	\$ 40.56
Level 2	\$ 40.56	\$ 50.70
Level 3	\$ 52.82	\$ 66.02
Level 4	\$ 55.46	\$ 69.32

48. APPENDIX 2: (CLASSIFICATIONS)

The parties to this Agreement recognise the need for Team Members to be able to perform a wide range of tasks in the performance of their duties. The Company recognises the value of training to achieve multi-skilling and the importance of training to the career/s of Team Members. The classification structure detailed in this Appendix categorises Team Members according to their classification. Classifications relate to the following factors:

- Level of experience;
- Range of skills (including levels of training or competency) required for performing duties;
- Level of supervision (including degree of instructions required and/or given); and
- Degree of responsibility.

Team Member Level 1

Operations Stream

This Team Member holds no qualifications to perform any rail safety duties and will typically be recruited off the street. This Team Member will have a training plan that will be completed to the point of being able to conduct level 2 duties once completed. A new Team Member from another rail operator may commence as a level 1 until such point as their previous qualifications have been assessed and Watco specific training provided, i.e. fatigue management, Safety Rules, Radio Procedures and Policies.

- General labouring duties
- Undertake training to advance to higher levels
- Complete all relevant paperwork
- Any Team Member with less than 2 years' experience in the industry
- Drive Company vehicles
- Any task within your competence to perform
- Other duties as assigned
- Can only perform rail safety activities under direct supervision
- Promote the Customer First Foundation Principles

Team Member Level 2

Operations Stream

Level 2 Team Member will have been assessed as competent to shunt and examine trains in addition to level 1 training, during appointment at level 2 must complete the ABTHRs to commence logging hours to reach level 3.

- Shunter – perform shunting operations
- Locomotive Second Person assisting the driver in shunting and marshalling of trains

APPENDIX 2: (CLASSIFICATIONS) Continued...

- Train Examination – examine and certify trains as fit for departure
- Minor repairs to rolling stock and minor repairs to locomotives inclusive of daily checks
- Fueling and Provisioning of locomotives, vehicles and crew accommodation cars
- Operate points. Train crew member for Line Haul operations work as a second person
- Undertake training on and off job tuition and training
- Complete all relevant paperwork
- Drive Company vehicles
- Any other task within your competence to perform
- Other duties as assigned
- Promote the Customer First Foundation Principles

Team Member Level 3

Operations Stream

Fully qualified driver.

- Drive shunting locomotives, with or without locomotive remote control
- Undergo On and Off job tuition and training in locomotive and train management
- Locomotive and vehicle provisioning including daily locomotive checks
- Operate points.
- Supervision of other Team Members in respect of training, retraining, and relevant operational requirements.
- On job training of others
- Promote and contribute to customer service
- Clerical tasks - Complete all relevant paperwork
- Any task within your competence to perform as directed by the Company
- Operating a locomotive/s including line haul, train inspections, air tests, shunting and marshalling in all locations with or without distributive power, remote control and inclusive of driver only operation
- Examining and certifying trains as ready for departure
- Drive Company vehicles
- Other duties as assigned
- Assist with the performance improvement of selected Team Members

APPENDIX 2: (CLASSIFICATIONS) Continued...

- Promote Operational Performance
- Promote the Customer First Foundation Principles

Team Member Level 4

Operations Stream

This position not only conducts training and assessing but is also a front line leadership role in so far as promoting operational discipline and assisting selected Team Members to lift their performance.

- Drive shunting locomotives, with or without locomotive remote control
- Undergo On and Off job tuition and training in locomotive and train management
- Locomotive and vehicle provisioning including daily locomotive checks
- Operate points.
- Supervision of others in respect of training, retraining, and relevant operational requirements.
- On job training of others to Levels of recognised national competencies for the position for the purpose of training delivery.
- Promote and contribute to customer service
- Clerical Tasks - Complete all relevant paperwork
- Any task within your competence to perform as directed by the Company
- Operating a locomotive/s including line haul, train inspections, air tests, shunting and marshalling in all locations with or without distributive power, remote control and inclusive of driver only operation
- Examining and certifying trains as ready for departure
- Drive Company vehicles
- Other duties as assigned
- Mentor, coach and support other Team Members
- Promote Operational Performance
- Assist with the performance improvement of selected Team Members
- Promote the Customer First Foundation Principles

49. ENDORSEMENT OF THE AGREEMENT

The parties recognise that each has a responsibility to ensure the successful operation of this Agreement. The signatures below testify the fact that the Agreement has been endorsed at peak Company and Union levels.



Signature
FOR THE COMPANY



Signature
FOR THE UNION

Chief Operating Officer

Position / Authority Held
FOR THE COMPANY

Watco WA Rail Pty Ltd
Halcyon House
1 Campbell Street
West Perth WA 6005

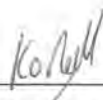
Address
FOR THE COMPANY

BRANCH SECRETARY

Position / Authority Held
FOR THE UNION

2/10 NASH STREET
PERTH, WA
6000

Address
FOR THE UNION



Witness Signature

3/01/2018

Date of Signing Agreement



Witness Signature

04/01/2018

Date of Signing Agreement

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (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

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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) 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

- (b) 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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (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 (2)(a) and subclauses (3) and (5) are taken not to apply.
- (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

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (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.
- (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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).