

**PROGRESS RAIL AUSTRALIA KOORAGANG ISLAND  
MAINTENANCE FACILITY  
ENTERPRISE AGREEMENT 2024**

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## **1 TITLE**

- 1.1 This agreement shall be known as the Progress Rail Australia Kooragang Island Maintenance Facility Enterprise Agreement 2024 ("**the Agreement**").

## **2 COVERAGE OF THIS AGREEMENT**

- 2.1 This Agreement covers:

2.1.1 Progress Rail Australia Pty Limited ("the Company").

2.1.2 the Company's employees at the Progress Rail Kooragang Island Locomotive Maintenance Facility off Windmill Road Kooragang Island, New South Wales who perform locomotive maintenance work by the Company for both on-site and off-site operations and who are engaged in the classifications prescribed in clause 10 of this Agreement ("the employees").

2.1.3 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, is an Australian Trade Union ("the Union").

- 2.2 The Union will be covered provided the requirements of section 53(3) and section 183 of the Act are met.

## **3 DURATION OF THIS AGREEMENT**

- 3.1 This Agreement commences operation 7 days after it is approved by the Fair Work Commission (FWC).

- 3.2 The nominal expiry date of the Agreement is 31 March 2028.

## **4 INCORPORATION OF THE MANUFACTURING AND ASSOCIATED INDUSTRIES AND OCCUPATIONS AWARD 2020**

- 4.1 This Agreement incorporates the Award as at the date the Agreement is made in accordance with section 182 of the Act, save for the exceptions listed below.

- 4.2 The terms of the Award referred to in subclause 4.1 with respect to the following matters are not incorporated by this Agreement:

4.2.1 Classifications and procedures for classifying employees, skill-based career paths and rates of pay generally (such as hourly rates and annual salaries);

4.2.2 Casual loadings;

- 4.2.3 Allowances including allowances for expenses, responsibilities, skills or disabilities;
  - 4.2.4 Loadings for overtime and shift work except for loadings in respect of call back to the extent that those are modified by the Agreement;
  - 4.2.5 Penalty rates;
  - 4.2.6 Public holidays to the extent that those are modified by the Agreement;
  - 4.2.7 Rest and meal breaks to the extent that those are modified by the Agreement;
  - 4.2.8 Conversion of casuals to another type of employment;
  - 4.2.9 Maximum or minimum hours of work for regular part-time employees;
  - 4.2.10 Restrictions on training arrangements;
  - 4.2.11 Dispute resolution procedure training leave or trade union training leave;
  - 4.2.12 Dispute Resolution Procedure;
  - 4.2.13 Consultation.
- 4.3 In incorporating the Award terms into this Agreement they are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words "this award" would become "this Agreement".
- 4.4 Where there is any inconsistency between a term in this Agreement and an incorporated Award term, the term in this Agreement shall take precedence to the extent of the inconsistency.
- 4.5 Facilitative provisions will only be used by mutual agreement. Employees not seeking to engage facilitative provisions in clause 8 of the Award will not be prejudiced.

## 5 DEFINITIONS

In this Agreement the following definitions shall apply:

“the NES”	<p>The National Employment Standards (NES) will apply at all times to an Employee(s) covered by this Agreement.</p> <p>Subject to the NES, where the NES provides (or is varied to provide) a benefit or condition or entitlement more favourable in a particular respect that is contained in this Agreement, the benefit or condition or entitlement contained in this agreement shall be overridden to the extent of any less favourable inconsistency with the NES.</p> <p>In the event that there is a legislative change in the NES provisions resulting in an Employee being disadvantaged, then the provisions in this Agreement will continue to apply.</p>
“the Award”	<p>means the Manufacturing and Associated Industries and Occupations Award 2020 as in operation at the date this Agreement was made.</p>
“Casual Employee”	<p>means an employee engaged and paid as such in accordance with this Agreement.</p> <p>Casual employee may also refer to employees engaged on a casual basis through a labour hire company. The parties acknowledge that these labour hire employees are not employees of the company and are not covered by the Agreement. Nevertheless, the company agrees to pay for such casual labour hire employees in accordance with the casual rates set out in this agreement.</p>
“Consultative Committee”	<p>means the committee constituted and convened in accordance with clause 39 of this Agreement.</p>
“Facility”	<p>means the locomotive maintenance facility operated by the Company at Kooragang Island, off Windmill Road, New South Wales.</p>
“Depot Manager”	<p>means the person appointed as manager of the Facility.</p>
“Rostered shift”	<p>means any shift of which the employee concerned has had at least 48 hours notice.</p>
“MDM ”	<p>means Maintenance Delivery Manager who supervises the activities of any employees covered by this Agreement.</p>
“the Act”	<p>means the <i>Fair Work Act</i> 2009 or its successor.</p>

“Shift worker”	For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shift worker is a 7-day shift worker who is regularly rostered to work on Sundays and public holidays.
“Employer”	means the employer of the workplace delegate.
“Delegate's Organisation”	means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.
“Eligible Employees”	means members and persons eligible to be members of the delegates organisation who are employed by the employer in the enterprise.

## **6 NO EXTRA CLAIMS**

- 6.1 It is a term of this Agreement that the Parties will not initiate or pursue any extra claims in respect to wage rates and conditions of employment for the duration of this Agreement.

## **7 OBJECTIVES OF THE AGREEMENT**

- 7.1 The objectives of this agreement are:
- 7.1.1 To achieve an internationally competitive engineering facility, with a multi skilled and highly motivated workforce with a focus on achieving commitment to delivery, product quality, productivity gains, cost efficiency, and teamwork, for the mutual benefit of the business, its employees, shareholders, customers and the community.
  - 7.1.2 Ensure the ability of the Company to fulfil its obligations for the maintenance and overhaul of locomotives under a maintenance contract to the Railway operator.
  - 7.1.3 Develop a working environment that will contribute to the achievement of the above by encompassing employee participation, through a Consultative Committee, in decision making, pride in quality, safe working practices, continuous improvement in product quality, reliability and customer service, flexible work patterns and multi skilling.
  - 7.1.4 Establish a framework to enable employees to achieve these aims and to enable them to identify and solve problems as well as initiate, or suggest improvements to work design, processes and procedures, leading to productivity improvements and increased job satisfaction.
  - 7.1.5 To create and enhance a culture of continuous improvement.
  - 7.1.6 To establish a clear understanding by employees of the goals and objectives of the Company, in relation to the Facility.

- 7.1.7 To strive to achieve that the Progress Rail Kooragang Island Maintenance Facility Plant unit hourly cost rate is effectively maintained or reduced to enhance the competitiveness of the business in the market place.
- 7.1.8 That the Company, employees and Union will commit themselves to avoiding any action, which might disrupt the continuity of service to its customers, or in any way reduce the effectiveness of the business.
- 7.1.9 To provide an opportunity for employees to contribute to Superannuation by way of salary sacrifice. (See clause 26.)
- 7.1.10 Management and the employee Consultative Committee will have an ongoing commitment to review job opportunities and training requirements to determine how best to create a career development path with a focus on developing a training plan to enhance the skills of the employees.
- 7.1.11 Identify additional work that can be carried out at the Facility.
- 7.1.12 Due to the changing nature of the rail maintenance industry, we will be requested to carry out work away from our Kooragang base by our customers. The changing nature of the rail industry will see different type of locomotives in the depot for scheduled and unscheduled maintenance. This will require additional flexibility to ensure that our customer needs are satisfied.

## **8 RECOGNITION OF RIGHTS AND RESPONSIBILITIES**

- 8.1 The Company recognises the rights of its employees to choose to (or not to) be a member of the Union.
- 8.2 Furthermore the Company recognises the right of the Union to represent its members, where the member(s) requests representation.
- 8.3 The Company will seek to involve employees and their chosen representatives in the decision making process through the Consultative Committee and recognises the right of employees to pursue any grievance through the Dispute Resolution Procedure in relation to matters that affect their employment and / or job security.
- 8.4 The Company and the Union recognise their joint responsibility to ensure this Agreement is effective and in the event of ambiguity, the spirit and intention set out in the Objectives of Agreement (Clause 7) should be paramount.

## **9 CONTINUITY OF SERVICE TO CLIENT AND DISPUTE RESOLUTION PROCEDURE**

- 9.1 The Company, its employees and the Union recognise the importance of maintaining quality locomotive services for clients and agree that any issue in dispute should be able to be resolved in an informal manner without industrial action.



9.2 The Company, employees and Union agree to discuss in good faith, based upon mutual trust, any workplace issues that are likely to lead to on-going disagreement or conflict about matters arising under the Agreement and/or the NES.

9.3 This will be largely achieved through the avenue of consultation.

9.4 However, in the event that a dispute occurs it is proposed the following procedure should apply:

**Dispute Resolution Procedure**

9.4.1 The objectives of the procedure are to promote the resolution of disputes about matters concerning this Agreement and/or the NES by consultation and co-operation and avoid interruption to the performance of work.

9.4.2 The procedure involves 3 stages of discussion, if resolution is not achieved at any stage, the discussions will proceed to the next stage, with a minimum of delay, subject to availability of the appropriate personnel.

9.4.3 Employees have a right to appoint a representative of their choosing for the procedures outlined in this clause.

STEP 1 -Initial discussions should be between the employee concerned and the MDM. The employee may request the assistance of another employee. The employee concerned has the responsibility for introducing the issue constructively and identifying the facts and relevant participants.

STEP 2 - If not resolved with the MDM by the close of shift on the next working day, discussions may then move to the next level and will include the Depot Manager. The employee may request the involvement of a union delegate or another employee representative in these discussions.

STEP 3 -If unresolved at STEP 2, then the final stage of discussions involves a senior executive of the Company. The employee may request the involvement of a union organiser or other employee representative.

9.4.4 Throughout all stages of discussion all relevant facts will be clearly recorded.

9.4.5 Sensible time limits, where possible, of no more than 1 week will be allowed for completion of the various stages of discussion, subject to the availability of the appropriate personnel.

9.4.6 Emphasis is placed on a negotiated settlement but if the negotiation process is exhausted without resolution of the dispute the matter may be referred by either party to the FWC for conciliation and/or arbitration.

9.4.7 Where the matter is referred to the FWC for arbitration, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision of the FWC will bind the parties to the dispute, subject to either party exercising a right of appeal against the decision to the Full Bench.

9.4.8 Where a dispute has been referred to the FWC, the employee's representative and any other affected person required to attend may attend and will not incur loss in ordinary time pay in respect of such attendance.

9.4.9 Whilst these procedure steps are being followed, in accordance with the sensible time limits, work should continue normally without disruption in accordance with safe working practices and established custom and practice in the workplace.

## 10 CLASSIFICATIONS

### **Classifications**

10.1 The classifications for employees under this agreement are as follows:

Tradesperson Level 2	- Experienced Locomotive Maintainer
Tradesperson Level 1 (95% rate)	- Multi skilled, trade based
Non Tradesperson	- Competency based tasks

10.2 The number and levels of classifications will be subject to ongoing review by the Company during the life of the Agreement through the consultation process. The Company is committed to ensuring the Tradesperson skill base is not undermined by the non-tradesperson competency based tasks.

### **Non Trade Employees**

10.3 Non-trade employees may be engaged at the Facility to accommodate future operational changes. Such changes may include increased locomotive throughput or changes to the scope of work at the Facility.

10.4 Any future non-trade positions will not substitute existing trade employee positions and the Depot Manager will consult with employees prior to proceeding with the employment of non-trade employees to determine the scope of those positions.

### **Career Development**

10.5 Employees willing to advance and update their skills through training will be facilitated with opportunities for career development within the Company, subject to the approval of the Depot Manager having considered the relevance of the training and the operational needs of the Company.

10.6 The highest priority will be given to selecting the best person for the job at all levels in the Company and investing in that person's potential through relevant training and job enrichment.

### **Multi Skilling/Trade Cross-Skilling**

10.7 Employees will be required to perform all tasks necessary for the effective repair, maintenance and operation of the locomotives and the maintenance Facility including general housekeeping and cleaning duties, provided that no employee shall be expected to undertake work which does not fall within their skill competence, ability and training.

**Utilisation of Skills and Facilities**

- 10.8 All site personnel may be required to have appropriate tickets and or current competency to operate facility plant and equipment such as forklifts and overhead cranes, to provide the most efficient use of labour on site. The cost of obtaining these qualifications will be covered by the company as per clause 36.

**Quality of Work**

- 10.9 Quality management principles will apply, as part of an ongoing best practice, continuous improvement program and every employee at the Facility is responsible for applying these requirements in their area of responsibility.

**Equal Opportunity**

- 10.10 The Company's policy shall at all times embrace the principles of equal opportunity and fair treatment, in particular the Company will recruit, train and promote persons in all job titles without regard to sex, race, political or religious beliefs, or any other discriminatory basis inconsistent with Federal or State law.

**11 PROBATIONARY PERIOD**

- 11.1 New employees, with the exception of casual employees, will be employed on the basis that they are subject to the successful completion of 6 months' probation ("the probationary period"). During the probationary period either the Company or the employee can terminate the employment by giving 1 weeks' notice or pay in lieu thereof or a lesser period of notice by mutual agreement. The Depot Manager may approve a shorter probation period or waive the probation period for example, based on previous employment with the Company.
- 11.2 The period of probationary employment will count towards the calculation of all entitlements under this Agreement.
- 11.3 New employees, including casual, part time and fixed term or task employees, (as defined in subclauses 12.2, 12.20 and 12.24) will be required to attend an induction training programme as far as practicable, in the first week of their engagement. The Company will provide all employees with a site Induction.
- 11.4 The Company's Induction and online training outlines all relevant Company policies and procedures.
- 11.5 Each employee will receive a copy of this Agreement

**12 TYPES OF EMPLOYMENT**

**General**

- 12.1 Employees may be engaged on a full time, part time, fixed term or task or casual basis. Every contract of employment entered into will specify whether the employment is full time, part time, fixed term or casual.

**Casual Employment**

- 12.2 A casual employee is one engaged and paid as such.
- 12.3 The Company may employ persons on a casual basis. The purpose of casual employment is primarily to meet abnormal peak demand needs and maintain

efficiency. Casuals are not restricted in the scope of work they perform. However, they must work within their skill base or be provided with adequate training to perform the task. All casual employment will be discussed prior to engagement with the Consultative Committee. Employment of casuals will require the approval of the Depot Manager.

- 12.4 If appropriate 3rd and 4th Year Apprentices are available within the Company (or can be provided by a Training Company), preference will be given to engaging the Apprentices in place of casuals.
- 12.5 Casual employees for working ordinary time between Monday to Friday inclusive shall be paid the site hourly rate of pay for the appropriate classification for the work performed as defined in subclause 25.15 and a loading of 30% for all ordinary time worked plus any appropriate shift loadings as prescribed in clause 21. The loading paid in this clause is in lieu of annual leave, paid personal leave and public holidays. The casual loading constitutes part of the casual employee's all purpose rate.
- 12.6 Casual employees shall be engaged by the hour and terminated by either the Company or the employee providing one hours' notice.
- 12.7 Casual employees shall be provided with a minimum of 7.6 hours employment on each engagement.
- 12.8 The rate for casuals for work performed on weekends and on public holidays will be the casual all-purpose rates for the relevant classification of full time or part time employees as defined in subclause 25.15 plus any appropriate shift loadings as prescribed in clause 21.
- 12.9 A casual employee, other than an irregular casual employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of 6 months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process, in accordance with this clause.
- 12.10 An irregular casual employee for the purposes of this clause means a casual employee who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 12.11 The Company shall give the employee notice in writing of the provisions of this clause within 4 weeks of the employee having attained such period of 6 months. The employee retains his or her right of election under this clause if the Company fails to comply with this subclause.
- 12.12 Any such casual employee who does not, within 4 weeks of receiving written notice, elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- 12.13 Any casual employee who has a right to elect under this clause, upon receiving notice, or after the expiry of the time for giving such notice, may give 4 weeks'

notice in writing to the Company that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the Company shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert to full time or part time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

12.14 Once a casual employee has elected to become and has converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Company.

12.15 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment, the Company and employee, shall discuss and agree upon:

12.15.1 which form of employment the employee will convert to, that is, full-time or part-time; and

12.15.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked in accordance with subclause 12.22.

12.16 Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the Company and employee.

12.17 Following such agreement being reached, the employee shall convert to full-time or part-time employment.

12.18 Where the Company refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

12.19 Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

**Part Time Employment**

12.20 A part time employee is an employee who is employed for fewer than 38 hours per week. A part time employee is entitled to receive the benefits of a full time employee on a pro-rata basis.

12.21 A part time employee must be engaged for a minimum of 4 consecutive hours a shift.

12.22 Before commencing part time employment, the Company and employee must agree upon the hours to be worked by the employee, the days upon which they will

be worked and the commencing and finishing times for the work. Provided that these part time arrangements may be varied by agreement between the Company and the employee concerned.

- 12.23 Overtime for part time employment will be paid when the employee works in excess of the agreed hours in accordance with subclause 12.22.

**Fixed Term or Fixed Task Employment**

- 12.24 In order to meet variations in service requirements the Company may engage, at its discretion, persons for a specific period of time or for a specified task or tasks.

- 12.25 Fixed term and fixed task employees may work the same or similar rosters and receive the same entitlements as full time employees for the duration of their contract of employment save that employees engaged for a fixed term will not qualify for any redundancy payments as prescribed in clause 42.

**13 MEDICAL EXAMINATION**

- 13.1 Engagement and ongoing employment by the Company will be subject to employees undergoing and continuing to successfully complete a general medical examination. These examinations will be in accordance with the *NSW Rail Safety Act 2012 (NSW)* (as amended from time to time) and include physical function tests, drug and alcohol tests and eyesight and hearing tests conducted by a qualified medical practitioner nominated by the Company.

- 13.2 If considered necessary by the Company, an employee may be required to attend a medical examination by a medical practitioner nominated by the Company, in respect of an illness or injury. The medical practitioner will provide copies of the report to the Company and the employee regarding the impact of the illness or injury on the ability of the employee to perform the inherent requirements of their position, any work limitations and the likely date of return to work. The Company will meet the cost of the consultation and any approved travelling costs.

**14 EMPLOYEES' DUTIES AND OBLIGATIONS**

- 14.1 Except as provided for elsewhere in this Agreement, employees may not absent themselves from work on any day when they are normally rostered for duty. Any such non-attendance shall result in loss of pay for the actual time of non-attendance.

- 14.2 Employees must abide by the terms of this Agreement and in particular:

14.2.1 Work safely at all times.

14.2.2 Perform work in accordance with a roster which may vary from time to time, including off site operations.

14.2.3 Report for work in a fit and proper state, free from the influence of drugs or alcohol.

- 14.2.4 Abide by all lawful directions of the Company during the course of their employment.
- 14.2.5 Undertake training consistent with the needs of the Company and the objectives of this Agreement.
- 14.2.6 Adhere strictly to the dispute resolution procedure as prescribed in clause 9.
- 14.2.7 Comply with all occupational health, safety and rehabilitation requirements at the site in compliance with the *Work Health and Safety Act 2011* (NSW) (as amended from time to time), the *Rail Safety Act 2012* (NSW) (as amended from time to time) and Company requirements.
- 14.2.8 Comply with all applicable legislative requirements including the *Anti-Discrimination Act 1977* (NSW) (as amended from time to time) and Company policies and procedures.
- 14.2.9 Work a reasonable amount of overtime as may be required on any of the 7 days of the week (which may include public holidays) should such be necessary to meet the service requirements of the customer, or to rectify an equipment breakdown.

## **15 CAR LICENCE AND MEDIUM RIGID (MR) LICENCE**

- 15.1 The Company's fleet is dependent on high locomotive availability to ensure operational requirements are maintained. Therefore, maintenance staff will be required to attend locomotives in the field (away from the Facility), which will require employees to hold a motor vehicle car licence and/or Medium Rigid (MR) licence.
- 15.2 If an employee loses their licence, it will remove their availability to travel as a driver off-site.
- 15.3 Where an employee has lost their licence, the Company will consult with employees at the Facility to ensure there is no impact on the Facility and no additional expense to the Company. This will require other employees in the Facility to perform the task of driving to field work.
- 15.4 Where an existing employee is required to hold a MR licence the company will pay for any additional cost of obtaining and maintaining the licence.

## **16 TERMINATION OF EMPLOYMENT**

### ***Notice of Termination by the Company***

- 16.1 In order to terminate the employment of an employee the Company shall give to the employee the following notice.

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

- 16.2 Payment in lieu of notice shall be made if appropriate notice period is not given.
- 16.3 Employees over the age of 45 years will receive an additional 1 weeks' notice period.
- 16.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had his or her employment not been terminated, shall be used.
- 16.5 The employee can only be terminated without notice if the employee engages in 'Serious Misconduct' as defined in regulation 1.07 of the Fair Work Regulations 2009 (Cth).

***Notice of Termination by the Employee***

- 16.6 The notice of termination required to be given by an employee shall be the same as for the Company (see clause 16.1) except that the requirement for providing an additional weeks' notice for employees over the age of 45 shall not apply.

**17 DISCIPLINARY PROCEDURE**

- 17.1 The Company has in place a disciplinary procedure to cover all employees bound by this agreement.
- 17.2 Any dispute over the Company's decision to discipline an employee shall be resolved in accordance with the disputes procedure in clause 9.
- 17.3 Notwithstanding the provisions of clause 16 of this Agreement, the Company shall have the right to dismiss any employee, without notice, for conduct that justifies instant dismissal, including malingering, misconduct, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

**18 WITHHOLDING PAYMENT**

- 18.1 The company undertakes that any monies withheld will be no more than one week's wages for the employee, consistent with clause 45.1 (d) of the Manufacturing and Associated Industries Award 2020.

**19 USE OF SUBSTANCES**

- 19.1 Smoking, which includes vaping is prohibited at all times within the Company buildings on the site as part of a clean air policy with smoking allowed in designated areas as determined by the Depot Manager. The consumption or possession of intoxicating substances is also prohibited on the site
- 19.2 Drug and alcohol testing methods will be carried out in accordance with the Company policy and procedures, and the requirements of the Rail Safety Act 2012 (NSW) (as amended from time to time) and the Work Health and Safety Act 2011 (NSW) (as amended from time to time).



19.3 Testing will be in accordance with AS4308 and AS3457.

## **20 PRODUCTION CONTROL RECORDING AND TIME KEEPING**

20.1 Employees at the site will record all hours worked through a production control system or other suitable electronic time keeping mechanism.

## **21 HOURS OF WORK, SHIFT ALLOWANCES AND PENALTY RATES**

### ***Flexibility Required***

21.1 It is an objective of this Agreement that both plant and labour are utilised in the most efficient and flexible manner in order to effectively meet the operational needs of the business.

### ***Rosters to be Based Upon Maintenance/Service Requirements***

21.2 Rosters will be largely based upon the schedule of maintenance cycle of a locomotive or any other product that the Company may elect to maintain but may be varied to meet the requirements of unscheduled repair work. However, different sections of the plant may work varying rosters to suit particular maintenance needs.

### ***Day Shift - Roster Cycles***

21.3 Ordinary rostered hours may be worked at the discretion of the business to provide an average of 38 hours per week over the following roster cycles:

21.3.1 456 hours worked over a 12 week work cycle;

21.3.2 380 hours worked over a 10 week work cycle;

21.3.3 304 hours worked over an 8 week work cycle;

21.3.4 228 hours worked over a 6 week work cycle;

21.3.5 152 hours worked over a 4 week work cycle.

### ***Ordinary Hours of Work - Rostered Hours***

21.4 Ordinary rostered hours will be worked on any of the days of the week between Monday to Sunday (Saturday/Sunday work subject to subclause 21.21 and 21.22) inclusive and shall commence between 6am to 8am and finish between 6pm to 8pm.

21.5 Staff on locomotive cleaning and inbound inspection roster may be required to start at an earlier time by agreement.

### ***Variations to Roster***

21.6 It is agreed that rostered hours over the designated rostered cycle may be varied - 20% up to +20% from week to week to meet workload variations. These variations will occur with the working week being a nominal 38 hours.

21.7 There will be no provision for rostered days off resulting from accumulated working time, in excess of 38 hours per week.

**Hours to be Worked**

- 21.8 The rostered hours to be worked on any day (excluding emergency situations) may be less than but not exceed 12 hours. The maximum amount of hours to be worked shall be limited to 60 hours over six consecutive shifts. Nightshift will be guided by the fatigue management process.

**Notice of Change to Roster Cycle and Weekly Rostered Hours**

- 21.9 The Company will give 14 days' notice of any change to the rostered cycle; provide 48 hours prior notice of any change to weekly rostered hours and 1 days' notice of any change to planned daily extended hours.

- 21.10 If the Company gives less than 48 hours' notice of a requirement for an employee to work a shift other than a rostered shift then the employee will be paid for such shift at the following rate:

21.10.1 for continuous shift workers at the rate of 200% of the ordinary day shift rate (double time); or

21.10.2 for other shift work at the rate of 150% of the ordinary day shift rate (time and one half) for the first 3 hours and 200% (double time) thereafter.

- 21.11 Provided that these rates will not apply when the shift is worked:

21.11.1 by arrangement between the employees themselves;

21.11.2 for the purposes of effecting the customary rotation of shifts; or

21.11.3 on a shift to which the employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the Company to deduct payment for the day.

**Afternoon Shift - Method of Working Shifts**

- 21.12 The Afternoon shift as defined in subclause 21.13 will be worked on the same basis as subclauses 21.1 to 21.3 and 21.6 to 21.11 and shall be worked Sunday to Saturday.

**Definition of Afternoon Shift**

- 21.13 Afternoon shift means any shift finishing after 8pm and at or before midnight. These times may be altered by mutual agreement, between the Company and a majority of employees concerned, by up to 1 hour at either end of the span.

**Afternoon Shift Allowance**

- 21.14 A shift worker on afternoon shift shall be paid for such shift at the rate of 15% more than their ordinary day shift rate.

- 21.15 Provided that an employee who works on an Afternoon shift which does not continue:

21.15.1 for at least 5 successive Afternoon shifts or 6 successive Afternoon shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift); or

21.15.2 for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with the ordinary hours of work);

shall be paid for each shift at the rate of 150% of the ordinary day shift rate (time and one half) for the first 3 hours and 200% (double time) thereafter.

**Rotation of Shift**

21.16 Afternoon shift may rotate with day or night shift.

**Night Shift - Method of Working Shifts**

21.17 The Night shift as defined in subclause 21.18 will be worked on the same basis as subclauses 21.1 to 21.3 and 21.6 to 21.11 and shall be worked on Sunday to Saturday.

**Definition of Night Shift**

21.18 Night shift means any shift finishing after 1am and at or before 8am. These times may be altered by mutual agreement between the Company and a majority of the employees concerned.

**Night Shift Allowance**

21.19 An employee who works on any night shift shall be paid for such shift at the rate of 30% more than their ordinary day shift rate.

21.20 Provided that an employee who works on a night shift which does not continue:

21.20.1 for at least 5 successive night shifts or 6 successive night shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift);  
or

21.20.2 for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with the ordinary hours of work);

shall be paid for each shift at the rate of 150% of the ordinary day shift rate (time for the first 3 hours and 200% (double time) thereafter.

**Saturday/Sunday Shifts**

21.21 A shift worker undertaking their ordinary rostered shift hours between midnight Friday and midnight Saturday shall be accredited working hours at the rate of 150% of the ordinary day shift rate for the time worked between midnight Friday and midnight Saturday.

21.22 A shift worker undertaking their ordinary rostered shift hours between midnight Saturday and midnight Sunday shall be accredited working hours at the rate of 200% of the ordinary day shift rate for the time worked between midnight Saturday and midnight Sunday.

**Alternate Shift Rosters**

21.23 Day, Afternoon and Night shifts may be worked in any alternative shift rosters up to 12 hours of time worked.

**Definition of Continuous Shiftwork**

- 21.24 Subject to subclause 21.25, continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 21.25 This definition will not apply to clause 28 (annual leave), where the definition in the Award will apply.

**No Extra Penalty Rates**

- 21.26 The penalty rates prescribed in subclause 21.21 and 21.22 are in lieu of the shift allowance.

**No Compounding of Penalty Rates**

- 21.27 There will be no compounding or double counting of penalty rates in this Agreement.

**Criteria for Working Extended Time**

- 21.28 The criteria, which the Company shall apply to determine the allocation of extended time, will be based upon the specific work requirements of the business to meet the service/availability requirements of the client.

**Requirement to Work Reasonable Extended Time**

- 21.29 The Company may, at any time, require an employee to work extended hours on any days of the week, provided that notice is given to the employee affected prior to the end of their normal shift.
- 21.30 When additional hours are offered to and accepted by an employee the Company will amend the overtime roster accordingly. In order to minimise the impact on planned activities, the onus is on the employee to make reasonable attempts to notify the MDM if they are unable to attend to allow a replacement to be found.

**Extended Hours**

- 21.31 Extended hours worked in the beginning or end of a normal roster shift shall be compensated for at 200% of the ordinary day shift rate (double time) for the duration of the extended time excluding the 20 minute meal break.
- 21.32 Extended hours other than at the beginning or end of a normal rostered shift shall be compensated for at:
- 21.32.1 150% of the ordinary day shift rate (time and one half) for the first 3 hours and 200% of the ordinary day shift rate (double time) thereafter for extended hours worked Monday to Saturday inclusive.
- 21.32.2 Extended hours worked on a Sunday will be remunerated at 200% of the ordinary day shift rate (double time) for all time worked.
- 21.33 For continuous shift workers the rate for working any extended hours overtime is 200% of the ordinary day shift rate (double time).

**Public Holidays**

- 21.34 Employees who are rostered and requested to work on Public Holidays will be paid as per the applicable rate defined below.

21.35 Work performed on a public holiday except continuous shift workers (as defined), will be remunerated at 250% of the ordinary day shift rates for all time worked.

21.36 Continuous shift workers will be remunerated at 200% of ordinary day shift rates for all time worked.

21.37 Employees who are rostered and requested to work on Public Holidays must elect prior to working the rostered shift either:

21.37.1 to be paid at the applicable rate as defined above; or

21.37.2 be paid at the following percentage of their ordinary day shift rate:

(a) 150% for non continuous shift workers; and

(b) 100% for continuous shift workers

and receive an additional 1 days leave (time in lieu) for that day.

For clarity. If you elect to work overtime on a public Holiday and you were not rostered to work, you will be remunerated at the applicable rate as defined in clause 21.32 or 21.33. You will not be entitled to receive an additional day or 7.6hrs at ordinary time rates.

***Taking of Accrued Lieu Days***

21.38 Days in lieu accrued in accordance with subclause 21.37 may normally be taken at times as mutually agreed between the employee and the Company.

21.39 Employees are required to give the Company 2 weeks' notice of the proposed date for the taking of accrued days in lieu unless the notice period is waived at the discretion of the Company. The Company may refuse to approve the taking of an accrued day in lieu if the business operations require the resource.

21.40 Any accrued lieu days not cleared or planned through payroll by 01 December each year, will be paid out.

***No entitlement to payment for public holidays***

21.41 An employee will not be entitled to payment with respect to a public holiday where it occurs when an employee:

21.41.1 is on strike or suspended without pay; or

21.41.2 is rostered to work on the holiday and is absent without authorised leave in accordance with this Agreement.

## **Meal breaks**

### 21.42 **Normal Hours**

21.42.1 The time of taking meal breaks on any day will be left to the discretion of the MDM to ensure the efficient programming of production on a daily basis.

21.42.2 Provided that employees will not be required to work for greater than 5 hours without a meal break unless by agreement between the Company and the employee to work in excess of 5 hours but not greater than 6 hours.

21.42.3 Continuous shift workers are entitled to a 20 minute meal break on each shift which shall be counted as time worked.

### 21.43 **Extended Time**

21.43.1 Unless the period of extended hours is less than 1.5 hours, an employee, before starting extended hours after working ordinary hours, will be allowed a meal break of 20 minutes, which shall be paid for at ordinary time rates.

21.43.2 The Company and employees may agree to any variation of this provision in order to meet work requirements.

### 21.44 **Meal Allowance**

21.44.1 An employee required to work extended time for more than 2 hours, following completion of their rostered shift without being notified on the previous day or earlier, that extended hours would be required, shall receive a meal allowance of \$25.00 for each meal break, for the life of the agreement.

21.44.2 If an employee elects not to take a meal break as prescribed above for extended time working, and continues to work, the employee will be paid an additional 20 minutes at ordinary rates in lieu of the meal break, plus the meal allowance. It will be incumbent on the employee to indicate on their timesheet overtime record that a meal break was not taken.

### 21.45 **Extra Meal Break**

21.45.1 Employees working extended time following the completion of their rostered shift shall be allowed a meal break of 20 minutes without deduction of pay after each 4 hours of extended time worked, if the employees continue work after such meal break.

### **Overnight Accommodation & Travel Allowance**

21.46 If an employee is required to start and/or finish work at the employee's normal start and finish times at other sites within reasonable proximity (25 km from the Facility) this shall not attract any fares or travelling allowance. If an employee is required to start and/or finish work at any other site this will only attract fares and travelling allowance in respect to any additional travel required beyond that which is normally incurred to attend the Kooragang Facility.

21.47 Subject to clause 21.46, if an employee is required to work at other sites that are not within reasonable proximity of the Facility and the employee is not required to stay overnight the employee shall either:

21.47.1 Travel during ordinary working hours; or

21.47.2 If required by the Company to start and/or finish work at the relevant site at the employee's normal start and finish times the employee will attract fares and travelling allowance.

21.48 Where an employee reaches agreement with the Company to use the employee's own motor vehicle to perform work for the Company, the employee shall be paid an allowance of 88 cents (\$0.88) per kilometre travelled, or ATO rates, whichever is higher.

21.49 Where an employee agrees to work away from the Facility and it is necessary for the employee to reside overnight or longer in that location the employee will be entitled to be paid a meal allowance of \$140 per day, for the life of the agreement.

21.50 Where an employee is required to reside overnight at a location away from the Facility the minimum standard for accommodation will be 3 Star if it is available at location. Other conditions related to working away from the Facility would be discussed and agreed by consultation between parties.

## **22 CALL BACK**

22.1 An employee recalled to work from home after completing their ordinary shift shall be paid for a minimum of 4 hours and shall have their call back hours accredited at the rate of:

22.1.1 150% of the ordinary day shift rates, for the first 3 hours and thereafter at 200% of the ordinary day shift rate; or

22.1.2 For continuous shift workers the rate for working any extended hours overtime is 200% of the day shift rate (double time).

22.2 The Company will give consideration to any hardship that may arise in the implementation of this clause.

## **23 PERSONAL HARDSHIP**

23.1 The Company will have regard for any personal hardship, which may be incurred as a consequence of a management direction given in subclause 21.31 to 21.33.

## **24 REST PERIOD**

24.1 Where extended hours are necessary, it shall be so arranged that employees have at least ten consecutive hours off duty (except in extreme emergency situations) between the work of successive days.

- 24.2 An employee who has not had ten consecutive hours off duty between the work of successive days will be released until the employee has had ten consecutive hours off without loss of pay for any ordinary time occurring during such absence.
- 24.3 If instructed by the Company to do so, an employee who resumes or continues work without having ten consecutive hours off duty, will be paid at 200% of the ordinary day shift rate until released from duty and then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. By mutual agreement the rest period may be reduced to eight (8) hours without penalty rates applying.

## **25 WAGES AND ALLOWANCES**

### ***Payment of Wages***

- 25.1 Wages will be paid fortnightly into financial institutions nominated by the employee, which accept Electronic Funds Transfer Payments. Such payments will be made on the Thursday following the close of the pay period.
- 25.2 The Company retains the right to alter the nominated day for Electronic Funds Transfer payments provided 28 days' notice is given by the Company of such change.
- 25.3 An employee who has had his or her employment terminated shall receive their entitlements under this Agreement on the day of termination or forwarded by post as far as practicable on the next working day.

### ***Pay Errors***

- 25.4 Any errors by the Company that may occur in relation to payment of wages will in the first instance be validated with the administration department or the Manager.
- 25.5 The Company will rectify any such errors where practical, in 48 hours. Pay adjustments will be made in the next pay cycle where mutually agreed.
- 25.6 Where an employee has genuine financial hardship as a result of any such error in the payment of wages the Company shall rectify such error within 48 hours.
- 25.7 If a banking institution imposes a late fee or a dishonour fee on an employee as a result of any such error, the Company will reimburse the employee for such fees upon receiving satisfactory proof.

### ***Calculation of Wages***

- 25.8 The Base Weekly Wage Rate is inclusive of annual leave loading, supplementary (over award) payments, and, unless otherwise provided for in this Agreement, all allowances, responsibilities, skills and disabilities including for example:
- 25.8.1 Tool allowance where applicable;
- 25.8.2 Conditional payments e.g. dirty work.
- 25.9 Legitimate and unforeseen expenses not provided for in this Agreement and incurred in the course of Company business will be assessed on a case by case basis



and reimbursement of such expenses will be subject to the determination of the employee's manager.

25.10 Shift penalties and payments for extended working hours will be paid in addition to the Base Weekly Wage Rates.

25.11 The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38 even in cases when an employee works more than 38 ordinary hours in a week.

**Wages**

25.12 For the first 6 months of employment the minimum rate of pay for a Locomotive Maintainer will be the Tradesperson Level 1 (probation rate) as prescribed in subclause 25.15.

25.13 During the first 6 months training will be provided to raise skills to the required level in all aspects of the Facility equipment, trouble shooting and maintenance associated with the Company fleet of locomotives.

25.14 The wage rates that apply during the life of this Agreement for each of the relevant classifications are set out in the table below.

25.15 Each of the Base Weekly Wage Rate increases set out in the table below will be effective from the first full pay period commencing on or after each respective date.

**Wage Rates**

Classification	1-Apr-2024		3-Jan-2025		3-Jan-2026		3-Jan-2027	
	Commencement		4.00%		3.50%		3.50%	
	Hour	Week	Hour	Week	Hour	Week	Hour	Week
<b>Tradesperson Level-2 Multi-skilled</b>	\$53.31	\$2,025.78	\$55.44	\$2,106.72	\$57.38	\$2,180.44	\$59.39	\$2,256.82
<b>Tradesperson Level 1</b>	\$50.64	\$1,924.32	\$52.67	\$2,001.46	\$54.51	\$2,071.38	\$56.42	\$2,143.96
<b>Non Tradesperson</b>	\$45.57	\$1,731.66	\$47.39	\$1,800.82	\$49.05	\$1,863.90	\$50.77	\$1,929.26

**Apprentices**

25.16 Apprentices engaged by the company from 1 April 2024, shall be paid the following percentage of the Tradesperson Level 1 (95%) wage rate:

Stage	Apprentice Rate % of Tradesman <b>Level 1</b> rate on Entry	Adult Apprentice % of Tradesman <b>Level 1</b> rate on Entry
1	55	80
2	65	86
3	75	88.5
4	91.5	91.5

Note: "Adult" means any person who is 21 years of age or over at the time of commencing an apprenticeship. Employees transferring to an adult apprenticeship

from another classification under this agreement shall suffer no reduction in their rate of pay.

**Relief Allowances**

25.17 In addition to the Wages prescribed in clause 25.15, the following relief role will be paid the appropriate allowance for the time spent in the following relief role:

25.17.1 Relief Maintenance Delivery Manager = 15%

25.17.2 Relief FCC Operator < 6 mths accrued experience = 5%

25.17.3 Relief FCC Operator > 6 mths accrued experience = 10%

25.17.4 Reliability Maintainer = 5% (See appendix A – Scope of work).

25.17.5 Relief Reliability Maintainer = 5%

25.17.6 Relief Warehouse = no additional allowances

Note: The relief allowance will be paid in addition to any shift penalty or overtime loading for afternoon shift or Saturday/Sunday working.

**Operational Performance Improvement Gain Share Incentive Scheme**

25.18 Employees shall be entitled to receive payments upon the achievement of agreed targets in accordance with the Operational Performance Improvement Gain Share Incentive Scheme.

25.19 The wage increases as prescribed in subclauses 25.15 shall constitute the only wage adjustments to occur during the life of this Agreement.

**26 SUPERANNUATION**

26.1 Contributions shall be made in accordance with the Superannuation Guarantee Act (as amended from time to time). Such contributions shall be paid to the fund not later than 28 days following the relevant pay date of the employee. Eg All super contributions from your fortnightly pay will be paid to your fund within 28 days of each month.

26.2 An employee must nominate a Superannuation fund that satisfies the choice of fund requirements. If no choice of fund election is made the company will check with the ATO if the employee has a staple fund, Superannuation contributions will be made to Australian Super provided that Australian Super maintains a Mysuper product.

26.3 During the operation of this Agreement, employees may choose to have additional contributions of a fixed amount each pay deducted from their pretax income. Additional contributions will be treated in the fund as Company contributions for both taxation and preservation purposes.

- 26.4 Employees will be given the opportunity to adjust the amount elected for contribution to salary sacrifice once each 12 months, effective from 1 July each year.
- 26.5 Individuals will be responsible for obtaining their own financial and legal advice and make themselves aware of all requirements before entering into salary sacrifices.

## **27 PUBLIC HOLIDAYS**

- 27.1 An employee (other than casual employees) shall be entitled without loss of pay (based on an employee's ordinary hours of work) to be absent from their employment on the following gazetted public holidays –
- 27.1.1 New Year's Day
  - 27.1.2 Australia Day
  - 27.1.3 Good Friday
  - 27.1.4 Easter Saturday
  - 27.1.5 Easter Sunday
  - 27.1.6 Easter Monday
  - 27.1.7 Anzac Day
  - 27.1.8 King's Birthday
  - 27.1.9 Labour Day
  - 27.1.10 Christmas Day
  - 27.1.11 Boxing Day
  - 27.1.12 Any other day declared by or under a law of New South Wales to be observed generally within the State or a region of the State as a public holiday, other than a day declared by or under (or determined in accordance with a procedure under) the law of New South Wales to be observed as a public holiday in substitution for a day named above or otherwise excluded as a public holiday by the Act and;
  - 27.1.13 1 additional day to be mutually agreed.
- 27.2 Where Christmas day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.

- 27.3 Where Boxing Day falls on a Saturday the following Monday shall be observed as Boxing Day.
- 27.4 Where New Year's Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- 27.5 Where the Public Holidays described in subclauses 27.2, 27.3 and 27.4 fall on a Saturday or a Sunday but are observed on a Monday or Tuesday, payments for working the Saturday or the Sunday will be in accordance with the penalty rates prescribed in this Agreement for working on a Saturday or Sunday. Payments for working on the substituted Monday or Tuesday will be at the penalty rates prescribed in this agreement for working on a Public Holiday. If both the actual and substituted days are gazetted as public holidays then both days will receive penalty rates as prescribed in this Agreement for a public holiday in clause 21.35.
- 27.6 An employee who by the circumstances of the arrangements of his ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall be paid for that day 7 hours 36 minutes at ordinary rates. For clarity, this clause will not apply if you elect to work overtime on a Public Holiday and you were rostered off. You will be remunerated at the applicable rates as defined in subclause 21.32 or 21.33.
- 27.7 An employee may be requested to work on a Public Holiday in accordance with the provisions of the Act.
- 27.8 Christmas Day working clause

Progress Rail recognises employees wanting to spend Christmas Day with their families, and depending on operational requirements, will reduce the effect of Christmas Day working where possible. Options may include:

- (i) Changes to planned activities;
- (ii) Limiting the work scope; and
- (iii) Employees on call.

The Depot Manager and employees will jointly discuss the scope of the activities required and unless there is a specific skill required, the employees can nominate the person/s to work.

## **28 ANNUAL LEAVE**

The accrual and taking of annual leave shall be in accordance with the NES.

The primary provisions are detailed below:

- 28.1 The National Employment Standards ('NES') will apply at all times to an Employee(s) covered by this Agreement. Subject to the NES, where the NES provides (or is varied to provide) a benefit or condition or entitlement more favourable in a particular respect than that contained in this Agreement, the benefit or condition or entitlement contained in this Agreement shall be overridden to the extent of any less favourable inconsistency with the NES. In the event that there is a legislative change in the NES provisions resulting in an Employee being disadvantaged, then the provisions in this Agreement will continue to apply.
- 28.2 **Full and part time employees**
- 28.2.1 Full time employees are entitled to 4 weeks (152 hours) of annual leave for each year of continuous service. Part time employees have a pro-rata entitlement to annual leave based on the entitlement of full time employees.
- 28.2.2 Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 28.3 **Additional annual leave for shift workers**  
Additional annual leave for shift workers, as prescribed by sub-clauses 28.4, 28.5, and 28.6, accrues progressively during a year of service.
- 28.4 **Continuous Shift Workers**  
For each year of service a full or part time employee who is engaged as a continuous shift worker during that period has a pro-rata entitlement of 1 week (38 hours) of additional annual leave.
- 28.5 **Seven Day Roster Employee**
- 28.5.1 For each year of service a full or part time employee who is engaged as seven day roster worker during that period has a pro-rata entitlement of 1 week (38 hours) of additional annual leave.
- 28.5.2 For the purposes of this clause, a seven day shift worker is an employee who is regularly engaged to work shifts according to a seven days a week shift roster and who regularly works Sundays and public holidays.
- 28.6 **Six Day Roster Employees**
- 28.6.1 For each year of service an employee who is engaged on a six day shift roster during that period has a pro-rata entitlement of 2 days additional annual leave.
- 28.6.2 For the purposes of this clause, a six day shift worker is an employee who is regularly engaged to work shifts according to a six day a week shift roster and who regularly works Saturday and public holidays.

28.7 **Annual Leave Exclusive of Public Holidays**

A period of annual leave is exclusive of the ordinary hours that an employee would have worked on any public holiday which occurs during that period had that day not been a public holiday.

28.8 **Taking Leave**

28.8.1 Annual leave may normally be taken at times as mutually agreed between the employee and the Company.

28.8.2 Employees are required to give the Company 4 weeks' notice of the proposed date for the taking of annual leave unless the notice period is waived at the discretion of the Company. The Company will advise the employee within seven days of receiving the application for annual leave whether the leave is approved or refused. The Company will not unreasonably refuse a request for annual leave.

28.8.3 Where the Company has genuinely tried to reach agreement with the employee as to the timing of taking leave, the Company can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

(a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued, or ten weeks if they are a shiftworker; and

(b) the amount of annual leave the employees is directed to take is less than or equal to a quarter of the amount of leave accrued.

28.8.4 The Company has the right to restrict the number of employees taking leave within the same period so as not to unnecessarily impact on work flow through the Facility, this right shall not impact on leave that has already been rostered or approved by the Company without consultation and agreement with employees directly affected if leave was to be restricted.

28.8.5 An Employee's Base Weekly Wage Rate is inclusive of annual leave loading.

28.8.6 Annual leave is to be paid at the Base Weekly Wage Rate at the employee's normal classification rate.

**29 PERSONAL AND PAID CARER'S LEAVE**

29.1 **Purpose of Personal and Carer's Leave**

29.1.1 The purpose of making available personal and carer's leave is to mitigate against financial hardship for employees resulting from absences due to genuine personal illness or injury; or an illness, injury or unexpected emergency of a member of the employee's immediate family or household that requires the employee to care for or support that person.

29.1.2 An employee's immediate family is as defined in the Act as the employee's spouse or de facto partner and a child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner.

**29.2 Entitlement and Accrual**

29.2.1 Full time employees accrue 15 days (114 hours) of personal and paid carer's leave for each year of continuous service. Part time employees have a pro-rata entitlement to personal sick and carer's leave based on the entitlement of full time employees.

29.2.2 Personal sick and carer's leave accrues progressively during the employee's first year of service according to the employee's ordinary hours of work. Upon the first anniversary of the employee's employment and every anniversary thereafter, the employee will be credited with 15 days (114 hours) of personal sick and carer's leave on the anniversary.

29.2.3 Subject to satisfactory proof and notice being provided to the Company in accordance with this clause 29, an employee with sufficient personal and carer's leave accrued may take personal leave in order to care for or support a member of the employee's immediate family or household who requires care because of a personal injury or illness or support because of an unexpected emergency.

**Unpaid Carer's Leave**

29.2.4 Subject to satisfactory proof and notice being provided to the Company, an employee (including a casual employee) is entitled to take 2 days of unpaid carer's leave to care for or support a member of the employee's immediate family or household who requires care or support.

29.2.5 Full time and part time employees can only take unpaid carer's leave if they have exhausted their entitlement to personal / paid carer's leave.

**29.3 Taking Personal and Carer's Leave**

An entitlement to personal, paid or unpaid carer's leave is subject to the employee providing the Company with the required notice and satisfactory proof as required by this sub-clause.

**29.4 Notification Requirement**

An employee must give satisfactory notification including of the reason for taking personal, paid or unpaid carer's leave to the MDM or Depot Manager as soon as practicable and generally prior to the commencement of their shift.

**29.5 Satisfactory Proof Requirement**

Subject to subclause 29.6, personal, paid or unpaid carer's leave is subject to satisfactory proof being provided to the Company of the employee's illness or injury, or the illness, injury or unexpected emergency of a member of the employee's immediate family or household.

29.6 **Medical Certificate / Statutory Declaration Requirement**

29.6.1 An employee must provide the Company with a medical certificate in the following circumstances:

- (a) Each day of leave after 5 single day unexplained absences per year, being each consecutive 12 month period following the commencement of employment;
- (b) On any public holiday that the employee is rostered to work; and
- (c) Where the absence is prior to or after:
  - A Public Holiday;
  - Annual Leave;
  - Long Service Leave;
  - Accrued Day Off; or
  - Two consecutive days off work.

Where it is impracticable to provide a medical certificate an employee may provide a statutory declaration.

29.7 Personal leave cannot be taken for a period for which the employee receives workers' compensation.

29.8 Management may also require the employee to undergo counselling (either performance, psychological or medical) depending on the circumstances.

29.9 **Additional Personal Leave**

29.9.1 If an employee is unable to attend for duty because of:

- (a) injury of a significant nature requiring ongoing medical treatment;

the employee will receive additional paid sick leave from the Company if:

- (b) the employee's NES entitlement to personal leave is exhausted;
- (c) the employee provides to the Company a medical certificate of the illness or injury;
- (d) the illness or injury has scope for genuine rehabilitation with the ability to progress towards normal duties or another role, where suitable and available.

29.9.2 Where suitable duties are available, (which may be subject to medical advice), the ill or injured worker will make themselves available to perform those duties and will make reasonable efforts to undertake appropriate rehabilitation with the view to progressing towards normal duties.

29.9.3 This additional paid sick leave (paid at the Employee's Base Weekly Wage Rate) will be for a maximum period of 18 months from the first date of the employee's absence under this clause for the illness or injury.



29.9.4 Upon returning to work after a period of additional paid sick leave, the Company will advance to the employee paid personal leave so that the employee's paid leave balance is not less than 5 days.

29.9.5 Where the employee has limited or no scope to return to work the Company will maintain the employee's Base Weekly Wage Rate for a period of 18 months from the first date of the employee's absence under this clause for the illness or injury. For clarity this additional paid sick leave is for the employee's injury or illness only.

### **30 COMPASSIONATE LEAVE**

30.1 Compassionate leave shall be in accordance with the NES.

30.2 On the production of satisfactory evidence given to the Company employees other than casual employees shall be entitled to 2 days without loss of pay on each occasion (permissible occasion) when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies, this includes stillbirths and miscarriages.

30.3 An employee may take compassionate leave for a particular permissible occasion if the leave is taken to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury or after the death of the member of the employee's immediate family or household.

30.4 An employee's immediate family is as defined in the Act as the employee's spouse or de facto partner and a child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner.

### **31 PARENTAL LEAVE**

#### ***Entitlement to Parental Leave Generally***

31.1 Employees shall be entitled to Parental Leave in accordance with the Company's Parental Leave Policy (HR-PO-013). Such Parental Leave will be no less favourable than the NES.

### **32 LONG SERVICE LEAVE**

32.1 Long service entitlements prior to 1st January 2004 will be at the existing rate under the *Long Service Leave Act 1955* (NSW) of 2 months (8 and 2/3 weeks) after 10 years of service and an additional 1 month (4 and 1/3 weeks) after a further 5 years service.

32.2 Accruing Long Service Leave entitlement is to be increased with effect from 1st January 2004 to the rate of 3 months (13 weeks) paid leave for 10 years service (for service after 1st January 2004). Long Service Leave may be taken on a pro-rata basis after 7 years of continuous service.

32.3 All other conditions in relation to long service leave are in accordance with the *Long Service Leave Act 1955 (NSW)* (as amended from time to time).

### **33 DOMESTIC VIOLENCE LEAVE**

33.1 Employees shall be entitled to Domestic Violence Leave in accordance with the Company's Family and Domestic Violence Policy (HR-PO-005). Such Domestic Violence Leave will be no less favourable than the NES.

### **34 JURY SERVICE**

#### **34.1 Jury Service**

34.1.1 An employee (other than a casual employee) required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

34.1.2 An employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **34.2 Unpaid Leave Of Absence**

Unpaid leave of absence may be requested by individual staff and granted at the discretion of management.

### **35 COMMUNITY SERVICE LEAVE**

35.1 Employees are entitled to Community Service Leave if they engage in an eligible community service activity in accordance with the NES.

35.2 Eligible community service activities are defined in the Act and include, but are not limited to, those services outlined below.

#### **Volunteer Emergency Services Leave (VESL)**

35.3 Employees are to notify the Company that they have joined any Emergency Service, such as (but not limited to) the State Emergency Service, St John Ambulance Brigade or Bush Fire Brigade. Employees who are absent from duty as a result of their attendance at an emergency, will be granted leave with pay for the period of the absence.

35.4 The leave with pay is to be granted on the basis that the employee is not required for the Company's own essential operations and emergency services or the voluntary organisation requiring an employee's services certifies that the person is or was required for the specified period.

35.5 The granting of VESL is at the Company's discretion, and as such, an employee requesting VESL is to contact the Company (Depot Manager / MDM) prior to the

commencement of their shift.

- 35.6 Employees who withdraw their membership of the Emergency Services are to notify the Company of the date they cease to be a member.

**Defence Force Service Leave**

- 35.7 At the discretion of the Company, a full time employee will be allowed leave of absence of up to 14 days per annum to attend defence force service duties.

- 35.8 An employee on defence force leave shall be reimbursed by the Company, for a maximum of 14 days per annum, an amount equal to the difference between the amount paid in respect of the employee's attendance for such defence force duties and the amount of wages the employee would have received in respect of the ordinary time he or she would have worked had he or she not been on defence force leave. For leave of up to 14 days per annum, employees will not suffer any reduction to the accumulation of other leave provided for in this Agreement.

- 35.9 An employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for defence service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such defence service.

**36 TRAINING**

- 36.1 The Company, employees and Union agree that a highly skilled workforce is necessary to improve the Company's quality and overall competitiveness.

- 36.2 Over the life of this Agreement the Company, employees and Union will look to reaching agreement on the structure and content of a training plan that not only meets the needs of the Company for locomotive maintenance but also meets the employees' needs for transferability of nationally accredited skills.

- 36.3 Once the training plan is developed the Company, employees and Union will prioritise the training most important for the Company's business strategy and that will assist in the allocation of the Company's training investment.

- 36.4 The facility manager will schedule training needs using the skills matrix and will aim to have the training completed as planned. No employee will be asked to or expected to complete a task they are not trained and competent to do.

- 36.5 As far as practicable attendance at Company initiated training courses will be arranged in accordance with shift rosters and employees will be paid their ordinary day shift rate whilst attending such courses.

- 36.6 Training expenses such as course cost, accommodation, meals and travel expenses will be paid by the Company for Company initiated courses, and consideration will be given for the reimbursement of out-of-pocket expenses for course fees incurred during attendance at employee initiated training courses that may benefit the Company. Travelling time which is additional to normal rostered hours will be paid at ordinary day shift rates for attendance at Company initiated training courses.

## 37 TOOL KITS

The Company will supply and keep in good repair all specialised tools, equipment and machinery necessary for each employee to undertake their duties. Tools must always be kept at the workstation during rostered working hours. The Company will define the standard tool kit requirements to be supplied and maintained by the employee during the induction process.

## 38 OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION

38.1 The objective of the Company, employees and Union covered by this Agreement is to provide an accident free Vision Zero Harm workplace in accordance with the objectives and guidelines of the *Work Health and Safety Act 2011* (NSW) (as amended from time to time) and the *Workplace Injury Management and Workers Compensation Act 1998* (NSW) (as amended from time to time).

38.2 The Company, employees and Union covered by this Agreement will take a constructive role in improving through their respective HSE committee or similar structure system improvements in occupational health, safety and welfare.

38.3 The Company will ensure that all Maintenance Delivery Managers (MDM) hold a current First Aid certificate, and will assist other employees to obtain first aid accreditation.

38.4 All employees are to be trained and re accredited at the Company's expense in First Aid.

38.5 The Company will outline in its policies and procedures relating to safety and accident prevention.

### ***Protective Clothing, Footwear and Equipment***

38.6 The Company will provide employees directly involved in locomotive repair work with 3 sets of protective clothing, e.g. overalls or shirts and pants, 1 pair of safety footwear and 3 pairs of work socks. Replacement for such property will be issued after evidence of reasonable wear and tear. It is the responsibility of employees to clean and maintain same in a neat and tidy condition.

38.7 Employees working in designated "ear protection" areas will be required to wear an acceptable form of ear protection, which complies with the requirements of the *Work Health and Safety Act 2011* (NSW) (as amended from time to time).

38.8 All employees and visitors will be required to wear safety glasses at all times whilst in designated areas.

38.9 Employees and visitors will be required to wear safety footwear at all times whilst in the designated maintenance area.

38.10 If an employee, for personal reasons requests a specialised type of footwear, and that footwear is priced higher than the normal type provided, the employee may

obtain the alternate style footwear by paying the difference between the Company supplied and the desired footwear.

- 38.11 The Company will supply its workforce where necessary with any other appropriate protective clothing and equipment in order to comply with the requirements of the *Work Health and Safety Act 2011* (NSW) (as amended from time to time).

### **39 CONSULTATIVE COMMITTEE**

- 39.1 The Company, employees and Union to this Agreement recognise the importance of open consultation as a means to facilitate the intent and objectives of this Agreement, as set out in clause 7.

- 39.2 A consultative committee will be established, consisting of management and employee representatives, who will meet at least monthly unless otherwise required to communicate and consult on issues affecting the employment of employees covered by this Agreement, including but not limited to:

39.2.1 Services to the client;

39.2.2 Flexible work patterns / rosters and hours of work;

39.2.3 Improved work methods;

39.2.4 Employee relations;

39.2.5 Training requirements, and career path development;

39.2.6 Introduction of change;

39.2.7 The Operational Performance Improvement Gain Share Incentive Scheme.

### **40 INTRODUCTION OF CHANGE**

- 40.1 Where the Company has made a definite decision to introduce major changes in production, program, organisational structure or technology that are likely to have significant effects on the employees or proposes to introduce a change to the regular rosters or ordinary hours of work of employees, the Company will notify the employees who may be affected by the proposed change and, at their request, the Union as soon as practicable.

- 40.2 Significant effects include termination of employment and major changes in the composition, operation or size of the Company's workforce or alteration of hours of work. An employee that may be affected by the proposed changes (relevant employee) has the right to appoint a representative of their choosing for the purpose of the consultation procedures in this clause. If a relevant employee

appoints a representative, the Company must recognise the representative. The Company will discuss with the relevant employees and their representative (if a representative is appointed), the effects the changes are likely to have on the relevant employees and intended measures to avert or mitigate the adverse effects of such changes on the relevant employees.

- 40.3 The Company will provide to the relevant employees and their representative (if a representative is appointed) in writing all relevant information about the changes, the expected effects of the changes on employees and any other matters likely to affect the relevant employees. The Company is not required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.
- 40.4 The Company will give prompt and genuine consideration to matters raised about change by the relevant employees.

## **41 WORKPLACE DELEGATE RIGHTS**

- 41.1 Clause 41 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 41.

- 41.2 Before exercising entitlements under clause 41, a workplace delegate or a union representative must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 41.3 An employee who ceases to be a workplace delegate or union representative must give written notice to the employer within 14 days.
- 41.4 **Right of representation**  
A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and [2024] FWC 1699 4 (f)

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

41.5 The Company recognises, upon notification, the role of elected workplace delegates, whether members of a union or not. Workplace delegates will be provided with reasonable time to represent employees at the workplace on matters that pertain to the employment relationship between the Company and employees covered by this Agreement. The Company, employees and Union acknowledge the need to ensure the number of workplace delegates is reasonable relative to the composition of the workforce and shift arrangements.

41.6 The Company will extend the usual courtesy of providing reasonable time and access to resources such as telephone, photocopier, printer and the employee notice board to allow elected employee representatives to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company and employees covered by this Agreement.

41.7 **Entitlement to reasonable access to training**

Paid training leave for employee representatives will be agreed to on a case by case basis. Five (5) days per employee representative will be provided with a cap of ten (10) days per year for the facility. Any additional training days over the cap will reviewed by the Company and the employee

All employee representative training must be approved by the Company. Before approval is given, documentation relating to the training, including the content of such training must be forwarded to the Company. The Company will not unreasonably refuse to grant paid training for employee representatives.

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

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

**Exercise of entitlements under clause 41**

(a) A workplace delegate's entitlements under clause 41 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

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

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

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

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

(b) Clause 41 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 41 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

(a) unreasonably fail or refuse to deal with a workplace delegate; or

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

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 41.

## **42 REDUNDANCY**

### ***Discussion before Terminations***

42.1 Where the Company has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and any representatives appointed by the employees.

42.2 The discussions shall take place as soon as is practicable after the Company had made a definite decision which will invoke the provisions of clause 40 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

42.3 For the purposes of the discussion the Company will as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information.



### **Redundancy Pay**

42.4 In addition to the period of notice prescribed for ordinary termination in clause 16, an employee whose employment is terminated for reasons set out in subclause 42.1 hereof shall be entitled to the following amount of redundancy pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay in Weeks
0 - 1 year	1 weeks pay
1 - 2 years	5 weeks pay
2 - 3 years	8 weeks pay
3 - 4 years	10 weeks pay
4 - 5 years	13 weeks pay
5 - 6 years	15 weeks pay
6 - 7 years	18 weeks pay
7 - 8 years	20 weeks pay
8 - 9 years	22.5 weeks pay
9 - 10 years	25 weeks pay
10 - 11 years	27.5 weeks pay
11 - 12 years	30 weeks pay
12 - 13 years	32.5 weeks pay
13 - 14 years	35 weeks pay
14 - 15 years	37.5 weeks pay
15 - 16 years	40 weeks pay
16-17 years	42.5 weeks pay
17-18 years	45 weeks pay
18-19 years	47.5 weeks
> 19 years	50 weeks capped

An additional allowance of 25% will be applicable for employees aged 45 years or over who have been employed by the Company for a period in excess of 12 months.

### **Retraining Package**

An employee that is made redundant will be entitled to \$1000 (maximum) for retraining. This will be reimbursed on the presentation of receipts for training booked by the employee.

If agreed to at the time, the company will organise group training and use the \$1000 per employee for the purpose of the retraining package.

### **Employee Leaving During Notice**

42.5 An employee whose employment is terminated for reasons set out in subclause 42.1 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Company until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

### **Alternative Employment**

42.6 The Company in particular redundancy cases, may make an application to the FWC to have the general redundancy pay prescription varied if the Company obtains acceptable alternative employment for an employee.

42.7 It is not the intention of the company, through the use of satellite facilities, to reduce the rates of pay or terms and conditions of employment of employees bound by this Agreement.

***Time Off During Notice Period***

42.8 During the period of notice of termination given by the Company an employee shall be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment provided this does not unduly interfere with production requirements.

42.9 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

42.10 For this purpose a statutory declaration will be sufficient.

***Employees Exempted***

42.11 Clause 42 shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty or misconduct, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

**43 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

43.1 Notwithstanding any other provision of this agreement, the company and an individual employee may agree to vary the application of certain terms of this agreement ('the flexibility arrangement') provided that the flexibility arrangement:

43.1.1 Is genuinely agreed to by the company and the individual employee;

43.1.2 Only varies the term prescribed in subclause 43.2;

43.1.3 Contains only permitted matters (and does not contain any unlawful terms); and

43.1.4 Results in the employee being better off overall than if the arrangement had not been entered into.

43.2 A flexibility arrangement may be entered into to vary the application of:

43.2.1 Arrangements for when work is performed.

43.3 For the flexibility arrangement to come into operation, it must:

43.3.1 Be in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- 43.3.2 State each term of this agreement that the company and the individual employee have agreed to vary;
  - 43.3.3 Detail how the application of each term has been varied by the flexibility arrangement between the employer and the individual employee;
  - 43.3.4 Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment;
  - 43.3.5 State how the flexibility arrangement can be terminated; and
  - 43.3.6 State the date the flexibility arrangement commences.
- 43.4 The Company will give the individual employee a copy of the flexibility arrangement within 14 days and keep the agreement as a time and wages record.
- 43.5 The flexibility arrangement may be terminated:
- 43.5.1 By the Company or the individual employee giving 28 day's notice of termination, in writing, to the other party; or
  - 43.5.2 At any time, by written agreement between the Company and the individual employee.
- 43.6 Where an employee requests a union to be involved in the making or operation of a flexibility arrangement under this clause, the Company will facilitate this occurring.


#### **44 CLOSE DOWN**

- 44.1 Notwithstanding s.88 of the ACT an employer may close down an enterprise or a part of it for the purpose of allowing Annual Leave to all the majority of the employees' in the enterprise or part concerned provided that:
- 44.2 The employer gives not less than 4 weeks' notice of the intention to do so; and
- 44.3 An employee who has accrued sufficient leave to cover the period the period of the close down, is allowed leave and also paid for that leave at the appropriate wages outlined in the enterprise agreement.
- 44.4 An employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close down; and
- 44.5 Any leave taken by an employee as a result of a close down pursuant to this clause, also counts as service as the employee with their employer; and
- 44.6 The employer may only close down the enterprise or a part of it pursuant to this clause for one or two separate periods in a year; and


- 44.7 If the employer closes down the enterprise or a part of it pursuant to this clause, in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and
- 44.8 The employer and the majority of the employees concerned may agree to the enterprise or a part of it being closed down pursuant to this clause for 3 separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- 44.9 The employer may close down the enterprise or a part of it for a period of at least 14 days including non-working days and allow the balance of any non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with the roster.

45 SIGNATORIES

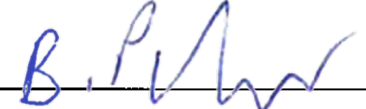
Signed for and on behalf of Progress Rail Australia Pty Ltd by:

Name: Adam Teat of Address Off Windmill Road Koeragang  
Position: Facility Manager (an authorised officer of the Company)  
Signature: 


In the presence of:

Name: DAVID WILSON of Address OFF WINDMILL RD KOORAGANG NSW  
Signature:  on Date: 2 AUGUST 2024

Signed for and on behalf of the Employees by:

Name: Brad Pidgeon of Address 3/133 Parramatta Road, Granville NSW 2142  
Position: Acting State Secretary, AMWU (an authorised representative of the Employees)  
Signature: 

In the presence of:

Name: Rochelle Dobson of Address 3/133 Parramatta Road, Granville NSW 2142  
Signature:  on Date: 5 August 2024

## Position Description: Locomotive Maintainer – Greta

### **Progress Rail Values:**

- Integrity – the power of honesty
- Excellence – the power of quality
- Teamwork – the power of working together.
- Commitment – the power of responsibility
- Sustainability – the power of endurance

### **Purpose of the Position:**

The position of Locomotive Maintainer - Greta forms a key component of the Progress Rail Service team and the position will be primarily responsible for the maintenance and ongoing technical support of a fleet of locomotives passing through the Greta facility.

### **Experience:**

- Previous experience within a heavy maintenance environment and infield response
- Experience and ability to fault find and utilize trouble shooting skills
- Ability to work unsupervised and be a hands on team player
- Strong level of customer service and communication skills
- Proven ability to organize and prioritise tasks, be flexible and resourceful, proactive and professional in manner with a high degree of initiative

### **Personal Qualities:**

- Detail orientated
- Ability to work autonomously and within a team
- Time management and planning skills
- Good interpersonal skills to coordinate with other staff

### **Responsibilities of the Position:**

#### **Generic:**

- Actively support Progress Rail vision and values
- Promote Vision Zero and the Rail Division Six Pillars of Safety across all Progress Rail activities
- Build effective business relationships with relevant internal and external stakeholders

#### **Specific:**

- Previous experience on Locomotive freight maintenance or service activities
- Commitment to a Zero Harm workplace that promotes an excellent team work attitude
- Communicate with customers and the Helpdesk to prioritise workloads
- Carry out fault analysis within locomotive systems
- Analyse locomotive fleet data and history using the relevant maintenance system (When available)

- Identify and source material and parts requirements and document accordingly
- Open workorders specific to the maintenance being conducted. (When available)
- Develop and complete the necessary documentation required.
- Ensure full and accurate completion of all documentation and correctly signed off with an identifiable signature on the Inspection and Test Plan (ITP).

**Position Requirements:**

- Rail Category medical
- Eligible to obtain a RISI card
- Car license
- Eligible to obtain a Valid state Construction Industry Induction Card
- Progress Rail Values in Action mandatory training
- Progress Rail relevant site induction

**Employee Acknowledgement:**

I have read, understood and accept the responsibilities and accountabilities as documented in this position description.

Employee Name:	Signature:	Date:
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