



ARTC EA Newsletter No.10

7th October, 2005

On 6th October, delegates and officials of the combined rail unions met with ARTC to continue negotiations for an Enterprise Agreement. Two days were set aside for the meeting. However, ARTC management had been unable to meet with the CEO, David Marchant since the last EBA meeting on the 30th September and therefore did not respond to most of the outstanding issues for which a response was required. As a result, there was no point in the parties meeting on Friday 7th October 2005.

The last Newsletter contained a detailed Table summarising where the negotiations had reached. This Newsletter builds on that Table to show where further progress has been made...

- Unions were disappointed that some things which were previously agreed between the parties became 'not agreed'. These are marked in 'black' shading in the table below. Our position is that the minor issues ARTC is haggling over are a distraction from the more important issues such as remuneration and classification structures.
- Some progress was made on other issues – these are highlighted with 'grey' shading.

The unions have given ARTC 2 weeks to respond to the outstanding issues. ARTC management will provide a response by 21st October 2005. Further negotiations are scheduled for 27th October, 4th November and 17th November 2005.

If you have any queries, please contact your Union Delegate as listed below:

RTBU:

Les Thomas (Dubbo)
 Andrew Willetts (Wagga)
 Doug Klineberg (02) 9264 2511
 Phil Kessey (02) 9264 2511
 Kristin van Barneveld (02) 9310 3966
ETU: Bob Carcary (02) 9267 4844

ASU:

Geoff Martin (Sydney)
 Patrick McCusker (02) 9310 4000
APESMA:
 Nick Davison (02) 9263 6518
 Ken Driver (Broadmeadow) (02) 4941 9652
 Judy Mattingly (Wagga) (02) 6939 5432

Provision	Draft at end 6 th October 2005
Application of agreement	No longer agreed because ARTC refuses to acknowledge that signallers and signal electricians who have been directly employed by ARTC are entitled to be covered by this enterprise agreement. Instead, these two groups of workers have been employed under common law contracts with the same conditions as RailCorp employees. So while ARTC is willing to extend these conditions to signallers and signal electricians, the company is not willing the extend them to the rest of the ARTC directly employed workforce! WAS AGREED, NOW NOT AGREED
Term of the agreement	Two years. AGREED

Provision	Draft at end 6 th October 2005
Consultation	<p>Two consultative committees to be provided for in Agreement: Divisional Consultative Committees (DCCs) and a Joint Consultative Committee (JCC).</p> <p><u>Divisional Consultative Committees (DCC)</u> Employee representatives will include: 1) a number nominated by the union parties to this agreement and 2) up to an equal number of positions elected by the relevant employees. Management or union officials to participate by invitation.</p> <p><u>Joint Consultative Committee (JCC)</u> The JCC will be comprised of and will be comprised of the General Manager, Corporate Services, the Manager, Human Resources, and union officials from each of the union parties to this agreement and their nominees.</p> <p>Other communication and consultative mechanisms may be developed by the parties to encourage workforce participation in the decision making process. AGREED</p>
Organisational change	<p>Unions seeking consultation when there are to be changes to structures and numbers, including access to the Dispute Settlement Procedure. ARTC does not agree to such a clause. WAS NOT AGREED, NOW AGREED</p>
Permanent vs fixed-term	<p><u>ARTC position</u></p> <ul style="list-style-type: none"> ARTC has proposed that ongoing, permanent employment is only to apply to positions for which the salary is \$80,953 or less. All other employees would be on fixed-term contracts as now. This figure is based on the RIC 2002 figure at which executive contracts could be offered. The general conditions of employment under the Enterprise Agreement (leave, etc) would still apply to such contract employees. <p><u>Union position</u></p> <ul style="list-style-type: none"> We argue that all positions should be permanent and ongoing. However, we will consider an appropriate cut-off point at which certain conditions such as overtime and RDOs would no longer be available. This may be established by classification or salary, but would be higher than \$80,953, particularly as that is a 2002 figure. <p>NOT AGREED</p>
Full time	<p>Infrastructure maintenance supervisory employees</p> <ul style="list-style-type: none"> 38 hours per week, 0600 to 1800 Monday to Friday, except for 'rostered' employees, whose hours are 152 hours over 28 days. <p>Administrative, Operational, Technical, Managerial, Professional</p> <ul style="list-style-type: none"> 38 hours per week, 19 days per month, ordinary hours between 0600 and 1800, Monday to Friday. <p><u>Comments</u></p> <ul style="list-style-type: none"> Unions seeking inclusion of requirement for "appropriate competencies" to be achievable within 6 months of appointment – ARTC does not agree. Cannot be progressed until agreement reached on any cut-off for RDOs <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Part time	<ul style="list-style-type: none"> • No less than four hours per day and no more than 30 hours per week. • Hours (number and span) to be agreed in writing and only varied by agreement and in writing, by agreement, between the employee and the Employer. • Additional hours paid at single time up to the number of ordinary hours for an equivalent permanent full time employee, with further hours to be paid at applicable overtime rate. • Pro-rata leave and pay conditions • Same hourly rate, expenses and allowances as a full-time employee in the same classification. <p>Should ARTC require a position to change from full time to part time, prior to the conversion of such position, ARTC will inform the relevant Unions. ARTC will not complete the selection of an employee to fill the new part-time role while the new role remains in dispute.</p> <p><u>Annual review of part-time hours.</u></p> <ul style="list-style-type: none"> • The hours worked by a part time employee will be reviewed on each anniversary of their commencement in a part time role. • By the election of the employee, where the hours worked by an employee in a part time position (including ordinary hours, shift extensions and overtime) exceed an average of 38 hours per week over the preceding 12 months, then the position will be converted to full time. • For the purposes of calculating the average hours worked, leave exceeding 1 week and attendance at full time training would be excluded. <p>Comments Agreed, except for the limit on part time work of 30 hours per week – Unions prefer this limit ALMOST AGREED</p>
Temporary Employment	<ul style="list-style-type: none"> • No longer than twelve months or for a specified project • Full-time or part-time basis. • Beyond twelve (12) months, the role will be reviewed to determine if a permanent position should be created (except in the case of a defined project term). • If an employee is rehired within 1 month of finishing a fixed period, the time between work periods will count as service for the purpose of calculating the 12 month period referred to above. • Untaken annual leave to be paid out on termination. • Unions are to be consulted prior to the appointment of any temporary employees to see if the work can be done by the existing workforce. <p>Comments • AGREED except for final point. NOT AGREED</p>
Casual	<ul style="list-style-type: none"> • ARTC does not intend to employ casual workers. • ARTC wants a short clause stating that, were this to change, the parties would consult. • The unions' want a more detailed clause covering the conditions that would apply – including a 25% loading – were the situation to change. <p>NOT AGREED</p>
Filling of positions	<ul style="list-style-type: none"> • Vacant positions to be filled within six (6) months of becoming vacant. • Positions may be advertised positions internally and externally. • All employees to have notification of job ads at the time of publication. • Minor training requirements (normally able to be completed in less than 6 months) to be taken into account for internal applicants during selection. <p>WAS AGREED, NOW NOT AGREED - ARTC WANTS THE ABILITY TO APPOINT WITHOUT ADVERTISING FOR SOME POSITIONS</p>
Hours of Work	<p><u>Operational and rostered infrastructure maintenance supervisory employees</u></p> <ul style="list-style-type: none"> • Average of 38 hours/week • 0600 to 1800 Monday to Friday. • Operational employees work 152 hours over not more than 19 days per 4 week period. <p><u>Rostered infrastructure supervisory maintenance</u> See rostering section below.</p> <p>Comments:</p> <ul style="list-style-type: none"> • Unions seeking 19-day month (i.e. one RDO for each four-week period). • ARTC seeking cut-off point of \$58,960 for 19-day month. • ARTC to consider inclusion of SRA classifications (signallers) <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Rostered days off	<p>AGREED</p> <ul style="list-style-type: none"> • One rostered day off each four weeks • Subject to mutual agreement and operational requirements, RDOs may be accumulated. • An alternative day off to be given by mutual agreement if RDO worked. • Accumulated RDOs may be taken in a block or with approved annual leave by agreement with ARTC. <p>NOT AGREED</p> <p><u>Union position:</u></p> <ul style="list-style-type: none"> • Infrastructure maintenance supervisory employees should be entitled to one RDO every two weeks and able to accumulate them up to a maximum of ten days in any one year. • Unions do not agree to salary cap on 19-day month. However, <i>if</i> a cap were to be considered, we would look at the possibility of it being by classification <p><u>ARTC position:</u></p> <ul style="list-style-type: none"> • RDOs to be available to employees whose TRP is up to \$58,960. <p>NOT AGREED</p>
Additional Note NEW Workplace Flexibility Clause	<p>NOT AGREED Current local agreements, customs or practices to continue to apply.</p> <p>AGREED</p> <ul style="list-style-type: none"> • Alternative conditions of work may be agreed in writing between the parties – they must be approved by the majority of employees affected and must not result in a reduction in overall terms and conditions. • Individual employees able to opt out of a local agreement if it would cause genuine personal or family hardship and they can do so without disrupting the pattern of work or inconvenience customers. Transfer to another equivalent position will be considered where practicable in these circumstances. <p>NOTE: THIS CLAUSE MAY NOT BE LEGALLY PERMITTED AS CONTENT OF A CERTIFIED AGREEMENT – THE PARTIES ARE TO SEEK LEGAL ADVICE.</p>
Rostering guidelines, principles and parameters	<p><u>Infrastructure maintenance supervisory employees ONLY</u> Unions have put RIC rostering principles to ARTC. ARTC to respond after consulting with general manager assets.</p> <p>NOT AGREED</p>
Fatigue management program	<p>Through consultation and negotiation the parties will establish and implement Fatigue Management principles. These shall be detailed in ARTC's fatigue management policy and will address issues such as:</p> <p>(i) The opportunity for quantity and quality of sleep particularly addressing the "Time of Day" effect.</p> <p>(ii) Understand that employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.</p> <p>(iii) These principles are to be used as a guideline to ensure the number of consecutive shifts (in particular night shifts), shift lengths and rest periods between shifts are considered in roster compilation, addressing time of day considerations and to reduce the incidence of fatigue. All rostering will be based on agreed fatigue management principles.</p> <p>The parties acknowledge that fatigue management is an evolving process and further methods and processes will continue to be developed through consultation in the future.</p> <p>AGREED</p>
Salary Structure	<p><u>Unions' position</u></p> <ul style="list-style-type: none"> • Information consistently sought by the unions from ARTC has included: <ul style="list-style-type: none"> - current classifications titles and corresponding salaries - what has been rolled up in salaries in the way of penalties, overtime, allowances, annual leave loading, etc - ARTC has undertaken to provide this by COB 26TH September 2005. - We cannot make an informed judgement on an appropriate salary structure or consider "cut-off points" for certain conditions until this information is provided. <p><u>ARTC Position</u></p> <ul style="list-style-type: none"> • ARTC has provided a basic 5-level salary structure with TRP's ranging from \$31,046 to \$80,953, but no specific positions are attached to it. • Above \$80,953 ARTC proposes that only the basic conditions such leave etc would apply. <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Salary increases	<p><u>Unions' position</u></p> <ul style="list-style-type: none"> • 2.5% to be paid as of 1 January 2005. • 5% per annum to be paid as of 1 June 2005, 2006 and 2007. <p><u>ARTC Position</u></p> <ul style="list-style-type: none"> • Employees covered by this Agreement shall receive the following annual increases: <ul style="list-style-type: none"> - 2/3 of CPI calculated on the all groups CPI, New South Wales over the past 12 months. - 1/3 of CPI calculated on the all groups CPI, New South Wales over the past 12 months upon achievement of the Corporation's year-end profitability targets. • TRPs would also be reviewed annually for market trends and may be increased. • Bonuses would be paid at the discretion of ARTC but would consist of lump sum payment that would <u>not</u> increase an employee's TRP. This would not be included in the Agreement. <p>NOT AGREED</p>
Overtime & weekend and public holiday penalties	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Overtime to be paid to all employees • Union concern is that current employees are working side by side, with some receiving overtime and others not. • There is also concern about the adequacy of the amount of overtime included in TRPs. • Union proposal: <ul style="list-style-type: none"> - Rostered infrastructure supervisory maintenance employees 200% for all overtime worked. - All other employees, regardless of classification are entitled to: <ul style="list-style-type: none"> ➢ <u>Monday-Friday</u>: 150% for the first 2 hours and 200% thereafter. ➢ <u>Saturday</u>: 150% for the first 2 hours then 200% for all other hours. ➢ <u>Sundays</u>: 200%. ➢ <u>Public Holidays</u>: All hours worked to be paid at 250%. ➢ Reasonable overtime clause to be included in Agreement. <p><u>ARTC Position</u></p> <ul style="list-style-type: none"> • To apply to Infrastructure Maintenance Supervisory Employees only. All other employees to have overtime included in TRP. • Rates for overtime where applicable would be: <ul style="list-style-type: none"> - <u>Monday to Saturday</u>: 150% for the first three hours and 200% thereafter. - <u>Sunday</u>: 200%. - <u>Public Holidays</u>: 250%. • Time off in lieu of payment by mutual agreement, an hour for each hour worked. <p>NOT AGREED</p>
Acting in Higher Grade	<p><u>Union position</u></p> <ul style="list-style-type: none"> • The rate of pay for higher position to be paid where an employee acts in a higher grade for more than 2 hours on a shift. • To apply to everyone. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • To apply to Infrastructure Maintenance Supervisory Employees only. • When acting for a period longer than 5 days, to be paid an additional 10%, provided that the allowance paid is not higher than the actual TRP of the incumbent of the higher position. <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Allowances	<p><u>Union position</u> The following allowances have been included in the unions' claim: Start & Finish Allowance: \$13.75/day Climatic Zone Allowance: \$11.00/week Dirty Work: \$0.72/hour Tunnel Money: \$0.42/hour Filled Cable: \$14.90/week (\$17.95/week for jointing work) Disability Allowance: \$11.00/week Respirators: \$1.91/hour Confined Space: \$0.53/hour First Aid Allowance: \$3.05/shift Inclement Weather: double time Operational Allowance (amount to be confirmed) Mentor/trainer allowance: \$2.67/hour Overnight Expenses: \$7.60 per week Living Expenses: \$32.45 per service Meal – daily: \$15.00 per meal Meal – overtime: \$15.00 per service</p> <p>NB: INDUSTRY ALLOWANCE OF \$2109 also applicable.</p> <p><u>ARTC position:</u></p> <ul style="list-style-type: none"> • No allowances payable. • ARTC are to provide the unions with information about what has been included in TRPs. <p>NOT AGREED</p>
Shiftwork	<p>To apply to Infrastructure Maintenance Supervisory Employees only. "Afternoon Shift" means any shift finishing after 1800 hours and at or before 2400 hours. "Night shift" means any shift finishing subsequent to midnight and at or before 0800 hours, or a shift that commences after midnight and at or before 0400.</p> <ul style="list-style-type: none"> • 'afternoon' shift penalty: 20% additional for all ordinary hours worked on the 'shift'. • 'night' shift penalty: 25% additional for all ordinary hours worked on the 'shift'. • Hours between 0400 and 0600 not subject to weekend penalties: appropriate overtime rates. • Saturday penalty: 150%. • Sunday penalty: 200%. <p>NOW AGREED</p>
On-call/Call-outs	<p><u>Union position</u></p> <ul style="list-style-type: none"> • To apply to everyone. • Minimum payment for four (4) hours: first three (3) hours at time and one half and then at double time, except: <ul style="list-style-type: none"> - Sunday, which will be paid at double time; - Public Holiday, which will be paid at time and one half in addition to the day's pay. • Allowance of \$16.20 per rostered day or shift and \$32.00 when on-call for a non rostered day or shift. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • To apply only to Infrastructure Maintenance Supervisory Employees • Allowance of \$16.20 per night or \$32.00 when on call for a day and a night combined. • Minimum of four (4) hours, subject to not more than one minimum call out payment being made for any subsequent call out(s) during that four (4) hour period. This principle will also apply from the first call out after each four hour period elapses. • Sunday will be paid at double time <p>NOT AGREED</p>
Payment for travelling time	<p><u>Union position</u></p> <ul style="list-style-type: none"> • All travelling time, including intervening journeys, where an employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at time and a half, except that on a Sunday when it will be paid at double time. • Travel time should be rostered as part of ordinary hours of work. For exceptional circumstances and with the prior agreement of the employee affected, travel outside ordinary hours of work will be paid as above. <p><u>ARTC to respond</u></p> <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Payment for excess travelling time	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Employees who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same shift to be undertaken at the home depot. <p><u>ARTC to respond</u> NOT AGREED</p>
Travelling and incidental expenses	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Accommodation: \$129.80/day or accommodation provided. • Reasonable and actual expenses in excess of the above amount to be reimbursed • Meal allowance when required to work overtime for more than two (2) hours immediately after ordinary finishing time, without being notified 24 hours before of the requirement to work: \$15.00 every four (4) hours. • Meal allowance when engaged on work for four (4) hours or more, away from their home depot to and from which they can travel daily: \$15.00, for each meal. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • To pay actual costs and directly pay for accommodation. • Reimbursement for expenses where credit card not accepted. <p>NOT AGREED</p>
Home Depot	<p><u>Union position:</u> When considering any change to an employee's current or future home depot, ARTC will not act in a harsh or unreasonable manner. ARTC will use its best endeavours to reduce the total travel time of the employee from residence to worksite. ARTC will not alter home depots primarily to reduce travel time or remove travelling and/or start/finish allowance. In the event that the total travel time increases as a result of any change to current or future home depot and, during consultation an employee raises a grievance, ARTC will not implement such a change until dispute settlement process has been exhausted.</p> <p><u>ARTC to comment</u> NOT AGREED</p>
Relocation	<p><u>Union position:</u> When an employee is required to relocate, ARTC will provide the following assistance:</p> <ul style="list-style-type: none"> • reasonable travel and accommodation costs of up to two (2) single preliminary visits to the new location in order to get accommodation. • reimbursement of reasonable costs associated with the sale, purchase and relocation between homes (including agent's fees, bank charges, stamp duty, taxes and removalist fees). • New recruits relocating, when approved by ARTC, <ul style="list-style-type: none"> - Reasonable relocation travel costs for the employee and family; - Reasonable temporary accommodation costs to a maximum of sixty (60) or ninety (90) days (limit to be advised by General Manager, Corporate Services); - Cost of removal, insurance, and freight and storage expenses of furniture and personal effects applicable from residence to place of relocation only. • Employees who are unable to relocate to be entitled to four weeks' notice of termination (or payment in lieu of notice) and a redundancy payment of three weeks for each completed year of service with ARTC, payments calculated on the ordinary weekly hours rate of pay at the time of termination. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • Relocation assistance based on company policy • Redundancy as above. • ARTC to respond further <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Redundancies	<p><u>Union position</u> Severance Pay – period of continuous service</p> <ul style="list-style-type: none"> • An employee who is retrenched shall be entitled to 4 weeks termination pay in lieu of notice and an additional 3 weeks for each year of service. ('Weeks Pay' is defined as an average of last 12 months weekly earnings.) • An employee aged 45 or more will receive an additional loading of 25% to the above severance pay scale. <p>AGREED EXCEPT FOR 25% LOADING – ARTC POSITION IS FOR 1 WEEK EXTRA NOTICE ONLY FOR THOSE 45 YEARS AND OVER.</p>
Annual leave	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Four (4) weeks leave (or 152 hours) annually after completing each twelve months continuous qualifying service, except that: <ul style="list-style-type: none"> - employees, other than rostered infrastructure supervisory maintenance workers, who work shift work and who are rostered to work two (2) weekends or more in each four (4) week period and who actually work such weekends, are entitled to an additional 1.25 days (maximum 9.5 hours) annual leave for each three (3) month full reconciliation period, in addition to the four (4) weeks specified above. - rostered infrastructure supervisory maintenance employees will attract additional annual leave up to a maximum of one (1) week for each calendar year which will accrue on the basis of working one (1) shift (ordinary hours) in each three (3) month full reconciliation period on which a Saturday, Sunday, Public Holiday, afternoon or night shift payment is incurred. If an employee does not incur such payment on each of the four (4) reconciliation periods in any year, a pro rata entitlement will accrue at the rate of 1.25 days per period. • Operational employees to be entitled to 5 weeks annual leave. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • ARTC does not agree with provision for additional leave for rostered infrastructure workers and that the first provision for shift workers only applies to rostered infrastructure workers. <p>NOT AGREED</p>
Annual leave loading	<p>Except for signallers, leave loading is to be included in salary package on the following basis:</p> <ul style="list-style-type: none"> • Employees will receive one of the following, in addition to payment for annual leave: <ol style="list-style-type: none"> i. 17.5% loading for non-shift workers; or ii. 20% loading for employees who work shift work provided that more than 20% of ordinary time has been shift, weekend or public holiday penalty time, for the previous calendar year prior to proceeding on leave. <p>AGREED</p>
Sick leave	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Paid sick leave to be unlimited. • Employees are required to provide medical certificates when sick leave exceeds three consecutive working days • Where an employee has been absent for more than six [6] months, ARTC will consult with the employee's union, and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, ARTC may terminate the employee's service. • If employment is terminated as a result of long-term illness, the employee will be paid an amount equivalent to two [2] weeks' pay for each year of service with ARTC (including that with RIC/SRA/RailCorp) up to a maximum of twenty six [26] weeks pay plus four [4] weeks pay in lieu of notice. • On the date of certification, the bank of sick leave existing employees have is transferred to carers leave – then everyone has a bank of X days per annum carers leave which accumulates. (See Carers Leave section) <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • Supports unlimited sick leave • Needs to respond to issue of accumulated sick leave and its use as carers leave. <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005
Carers leave	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Current or accrued sick leave entitlement to be used to provide care and support for members of family and immediate household when they are ill. • Ongoing carers leave to accrue at a rate of 5 days per year. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • Up to five (5) days PAID leave each year to care for immediate family or household members who are sick and require care and support. • Leave <u>not</u> accrued from year to year. <p>NOT AGREED</p>
Public holidays	<p><u>Union position</u></p> <ul style="list-style-type: none"> • 10 NSW gazetted public holidays to be included. • Additional day in lieu of Bank Holiday to be included, to be taken as Picnic Day. • Employees who work public holidays can accrue up to a maximum of eight (8) days and may be cleared or cashed out on application of the employee, subject to election for payment or accrual. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • ARTC has proposed that no day may be taken in lieu of working on a public holiday. • ARTC does not agree to accrual of public holidays. <p>NOT AGREED</p>
Payment for work on a public holiday	<p><u>Union position</u></p> <ul style="list-style-type: none"> • Payment at double time and a half or day taken in lieu as above. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • ARTC has proposed only double time and half payment and that no day may be taken in lieu of working on a public holiday. <p>NOT AGREED</p>
Long service leave	<p><u>Union position</u></p> <ul style="list-style-type: none"> • To be paid in accordance with the Transport Administration Act 1988 (NSW): <ul style="list-style-type: none"> - 2 months for first ten years of service - 5 months – payable pro rata each year – for each ten-year period afterwards. <p>Periods of LSL longer than one week are to be re-credited if the employee is sick for more than one week during LSL (with medical certificate)</p> <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • To be paid in accordance with the Long Service Leave Act 1955 (NSW): <ul style="list-style-type: none"> - 2 months for first ten years of service - 2 months – payable pro rata each year – for each ten-year period afterwards. <p>Periods of LSL not credited if sick during leave for any period of time</p> <p>NOT AGREED</p>
Bereavement leave	<p>Up to three (3) days or shifts is available to employees, other than casual employees, on each occasion on which a member of the employee's family or household dies.</p> <p>AGREED</p>
Parental leave	<p>Maternity Leave</p> <ul style="list-style-type: none"> • Nine (9) weeks' paid leave or eighteen (18) weeks at half pay after at least 40 weeks' continuous service. <p>AGREED</p> <p>Paternity Leave</p> <p><u>Union position</u></p> <ul style="list-style-type: none"> • Two (2) weeks' paid leave at the time of the birth of the child. <p><u>ARTC position</u></p> <ul style="list-style-type: none"> • One week's paid leave at the time of the birth of the child. <p>NOT AGREED</p> <p>Unions want the detail of the how this leave would be applied included in the Agreement. ARTC want it to be applied as per company policy.</p> <p>NOT AGREED</p>
Picnic day	<p>Unions want it included. ARTC refuse to include it.</p>

Provision	Draft at end 6 th October 2005
Jury Duty	ARTC does not agree to the union position that: - Jury service does not break the continuity of acting service in a higher grade where applicable. WAS AGREED, NOW NOT AGREED
Military Leave	Subject to legislative requirements, military leave may be granted to employees who are volunteer part-time members of the Australian Defence Forces. AGREED
Community Service and other Leave	Other paid leave for community and other service: <ul style="list-style-type: none"> • <u>Emergency service</u> (e.g. Country Fire Service, State Emergency Services) Members of such services may be released from duty at times of major emergencies, with up to 2 days additional paid leave for recovery time. • <u>Blood Donors</u> Up to four occasions per year. • <u>Bone Marrow and Kidney</u> Registered donors to be entitled to five (5) days leave. • <u>National Aboriginal and Islander Day of Celebration</u> One (1) day of Special Leave per year for an employee who identifies as Aboriginal or a Torres Strait Islander to enable him/her to participate in the National Aboriginal and Islander Day of Celebration (NAIDOC). Leave will not be granted when the NAIDOC falls on a day when the employee would not ordinarily be on duty or is clearing/using other leave. WAS AGREED, NOW ARTC HAS CONCERNS ABOUT 'KIDNEY' DONATIONS
Labour Hire, Contractors, Supplementary labour, Outsourcing	<u>Union position</u> The use of labour hire agencies or contractors is not intended to replace full time employees or to disadvantage full time employees in their employment but rather, as supplementary labour to cover peak demand, unplanned or extended leave, special projects or identified skill shortages. Where labour hire agencies or contractors are utilised to provide labour to perform work which is covered by this agreement, the employer shall ensure that the wages and conditions of the employees of any contractor (or other persons however engaged) or labour hire agency who will perform work of a kind ordinarily performed by employees under this agreement, are no less favourable than the wages and conditions that apply to employees employed under this agreement. AGREED EXCEPT FOR 'ENSURE'. UNIONS WANT FURTHER CLAUSES TO BE CONTAINED IN A DEED BECAUSE LEGALLY THEY CAN NO LONG BE IN A CERTIFIED AGREEMENT.
Occupational Health and Safety	Only area of disagreement is that the unions want fatigue management and drug and alcohol policies included in the Agreement, whereas ARTC doesn't. Some progress has been made on this issue. NOT AGREED
Health Assessments (rail safety workers)	Employer mandated testing (Periodic Medical Examination - PME) <ul style="list-style-type: none"> • medical costs undertaken at the Employer's direction to be covered by Employer • medical tests will be undertaken during working time and employees to be paid for travelling time; outside of ordinary work hours, overtime rates apply. • suitable alternate duties to be provided where an employee is determined to be temporarily unfit for work • during performance of suitable duties, the employee will continue to be paid for a period of up to six months subject to compliance with an approved Rehabilitation Plan/Return to Work plan • where an employee is determined to be permanently unfit for their normal duties, the Employer will attempt to place the employee into a suitable alternate position with salary maintenance for 12 months, then payment at the classification of the new position • where no suitable alternate positions are available, medical retirement procedures will commence, in which case an employee may use his/her annual leave and long service leave accruals prior to retirement or have them paid out AGREED <u>Union position</u> <ul style="list-style-type: none"> • Unions seeking inclusion of the use of sick leave entitlements prior to medical retirement • Unions also seeking for ARTC to cover gym costs, etc (subject to an approved rehabilitation/return to work plan) where she/he is temporarily unfit for duty due to factors under her/his control, e.g. weight. ARTC does not agree with this. NOT AGREED

Provision	Draft at end 6 th October 2005
Health and Well-being	<p><u>Union position</u> Unions are seeking ARTC to promote health and well-being through the establishment of a Health and Wellness Program.</p> <p><u>ARTC position</u> ARTC does not agree with the inclusion of this provision. NOT AGREED</p>
Alcohol and other drugs	Unions have provided a clause, ARTC to respond.
PPE and work clothing	<ul style="list-style-type: none"> • Infrastructure maintenance supervisory employees will receive personal protective equipment (PPE)/clothing, including: <ul style="list-style-type: none"> - Two (2) pairs of safety footwear; - Five (5) or eight (8) sets of work clothing incorporating the employer logo <ul style="list-style-type: none"> ➢ 5 sets for employees on routine maintenance ➢ 8 sets where employees are on migratory conditions on an 8 on/6 off roster - One (1) jacket or one (1) pullover incorporating the employer logo; - One (1) hat; - Relevant PPE dependent on job requirements. • Replacements on a fair wear and tear basis. <p>AGREED</p>
Delegates/ Right of Entry	Further discussion to be had over level of detail to be included in clause. NOT AGREED
Trade Union Training	Up to six (6) days special paid leave for attending trade union training courses. AGREED
Training and Development	<ul style="list-style-type: none"> • ARTC to ensure that all employees are competent to perform their roles (including the maintenance of appropriate accreditation) and have the necessary safety and OHS training, including any relating to rail safety work. • ARTC will, in consultation with employees, ensure it has appropriate processes to determine current and future training needs, and to provide training and development to meet these needs. • All training to be accredited and/or competency based as far as practicable. <p>AGREED</p> <p><u>Union position</u></p> <ul style="list-style-type: none"> • Unions are seeking a commitment to an average of ten (10) training days per employee per annum. • Unions also seeking access by existing employees access, where available, to structured traineeships and the attainment of nationally recognised qualifications <p>NOT AGREED</p>

Provision	Draft at end 6 th October 2005										
Apprentices and trainees	<p>1 The engagement of apprentices and trainees is governed by the NSW Apprenticeship and Traineeship Act 2001.</p> <p>2 Apprentices will be assessed using the DEST (or equivalent) guidelines.</p> <p>3 Where the Employer proposes to employ apprentices or trainees in a new classification, ARTC will consult with the relevant Union/s. This includes for the purpose of fixing a rate for adult apprentices and/or trainees.</p> <p>4 The Employer may employ trainees under the Commonwealth New Apprentices Scheme, and in accordance with State and Commonwealth Guidelines governing this Scheme, and in accordance with classification structures in this Agreement.</p> <p>5 The Employer may also choose to enrol existing employees in the New Apprenticeship Skill Incentive Program (or equivalent). The Commonwealth New Apprenticeship Scheme allows existing employees to be considered as trainees for the purposes of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing employees.</p> <p>6 Apprentices</p> <table border="0"> <thead> <tr> <th data-bbox="378 625 451 651">YEAR</th> <th data-bbox="613 625 786 651">PERCENTAGE</th> </tr> </thead> <tbody> <tr> <td data-bbox="378 653 488 678">First year</td> <td data-bbox="683 653 737 678">50%</td> </tr> <tr> <td data-bbox="378 680 526 705">Second year</td> <td data-bbox="683 680 737 705">60%</td> </tr> <tr> <td data-bbox="378 707 500 732">Third year</td> <td data-bbox="683 707 737 732">75%</td> </tr> <tr> <td data-bbox="378 735 516 760">Fourth year</td> <td data-bbox="683 735 737 760">88%</td> </tr> </tbody> </table> <p>(i) The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown above to the rate of \$41, 707, exclusive or equivalent, exclusive of any relevant allowances payable, eg Tool Allowance.</p> <p>AGREED</p>	YEAR	PERCENTAGE	First year	50%	Second year	60%	Third year	75%	Fourth year	88%
YEAR	PERCENTAGE										
First year	50%										
Second year	60%										
Third year	75%										
Fourth year	88%										
Graduate Program	<p>ARTC is committed to the on-going employment of graduates and training for undergraduates.</p> <p>Development of the Program To this end, ARTC will consult with relevant Unions during the life of the Agreement on the development and implementation of an integrated Graduate Program. Such consultation will incorporate, amongst other things, matters concerning the length and structure of the Program, training programs, assessment procedures, employment upon completion of the Program, and possible secondments to a third party organisation as part of the Program.</p> <p>Terms and Conditions of Employment These are to be negotiated before the graduate program commences.</p> <p>AGREED</p>										
Dispute Settling Procedure	<p>Agreement has been reached to a provision which is very similar to that existing for RIC/SRA secondees. However ARTC wants to insert provision for non-union representation in disputes.</p> <p>NOT AGREED</p>										
Superannuation	<p>1 Superannuation will be paid to every employee covered by this Agreement according to applicable legislative requirements.</p> <p>2 Superannuation payments will be made to the current complying fund nominated by the employee. The default fund used by ARTC is 'industry' super fund</p> <p>3 Employees who wish to take advantage of salary sacrifice provisions available under the superannuation fund to which they contribute are entitled to do so provided they give written notice to the Corporation of their wish to utilise salary sacrifice.</p> <p>Salary sacrifice arrangements may also be available for other benefits eg bonus or other payments subject to ATO rules. If elected, any fringe benefit tax or other employer on-costs will be charged to employees' remuneration packages.</p> <p>AGREED EXCEPT ARTC TO NOMINATE A DEFAULT INDUSTRY FUND</p>										
Policy Clause	<p><u>Union position</u></p> <ul style="list-style-type: none"> Unions are seeking a provision committing ARTC to consult with employees and unions party to the Agreement when company policies and procedures not included in the Agreement are to be changed or introduced (any policy included in the Agreement would require mutual agreement for any change to occur). <p><u>ARTC position</u> No such clause is to be included in the agreement – issues covered by policy are managerial prerogative.</p> <p>NOT AGREED</p>										