



ARTC EA Newsletter No.9

27th September, 2005

On 15 and 16 September 2005, delegates and officials of the combined rail unions met with ARTC to continue negotiations for an Enterprise Agreement. The following table is a summary of where the negotiations were at by the end of those two days. Please provide any feedback to your delegates and/or union officials:

Further meetings will be held between union delegates and officials and ARTC on 29 and 30 September and 6 and 7 October.

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Provision	Draft at end 16 th September 2005
Application of agreement	Agreement to apply to all employees in NSW other than non-supervisory infrastructure maintenance workers. Should non-supervisory infrastructure maintenance workers be subsequently employed by ARTC, parties to negotiate terms and conditions. AGREED
Term of the agreement	Two years. AGREED
Consultation	Two consultative committees to be provided for in Agreement: Divisional Consultative Committees (DCCs) and a Joint Consultative Committee (JCC). <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. <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. Other communication and consultative mechanisms may be developed by the parties to encourage workforce participation in the decision making process. AGREED

Provision	Draft at end 16th September 2005
Organisational change	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. <p style="text-align: right;">NOT AGREED</p>
Permanent vs fixed-term	<u>ARTC position</u> <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. <u>Union position</u> <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 style="text-align: right;">NOT AGREED</p>
Full time	Infrastructure maintenance supervisory employees <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. Administrative, Operational, Technical, Managerial, Professional <ul style="list-style-type: none"> • 38 hours per week, 19 days per month, ordinary hours between 0600 and 1800, Monday to Friday. • Situation regarding trainee signallers to be clarified. <u>Comments</u> <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 style="text-align: right;">NOT AGREED</p>
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> <u>Annual review of part-time hours.</u> <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. <u>Comments</u> <p>Agreed, except for "<u>Annual Review of part-time hours</u>", which is agreed in principle but which ARTC is to simplify.</p> <p style="text-align: right;">ALMOST AGREED</p>

Provision	Draft at end 16th September 2005
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</p> <ul style="list-style-type: none"> • AGREED except for final point. • ARTC to provide a definition of 'project'. <p style="text-align: right;">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 style="text-align: right;">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. • An informal appointment appeals process in the first six months of operation of the agreement. <p style="text-align: right;">AGREED except for appeal process</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 style="text-align: right;">NOT AGREED</p>
Rostered days off	<p><u>AGREED</u></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><u>NOT AGREED</u></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 style="text-align: right;">NOT AGREED</p>

Provision	Draft at end 16th September 2005
Additional Note NEW Workplace Flexibility Clause	<p><u>NOT AGREED</u> Current local agreements, customs or practices to continue to apply.</p> <p><u>AGREED</u></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.
Rostering guidelines, principles and parameters	<p><u>Infrastructure maintenance supervisory employees ONLY</u> Unions have put RIC roosting principles to ARTC. ARTC to respond after consulting with general manager assets.</p> <p style="text-align: right;">NOT AGREED</p>
Fatigue management program	<p>RIC Fatigue Management Program has been put to ARTC for consideration. ARTC to consider and respond (presently their clause is part of OH&S provision)</p> <p style="text-align: right;">NOT 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 style="text-align: right;">NOT AGREED</p>
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 style="text-align: right;">NOT AGREED</p>

Provision	Draft at end 16 th September 2005
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 style="text-align: right;">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 style="text-align: right;">NOT AGREED</p>
Allowances	<p><u>Union position</u></p> <p>The following allowances have been included in the unions' claim:</p> <p>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 style="text-align: right;">NOT AGREED</p>

Provision	Draft at end 16 th September 2005
Shiftwork (ARTC wants to call it rostered work)	<p>"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> <p><u>Union position:</u></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><u>ARTC position:</u></p> <ul style="list-style-type: none"> • To apply to Infrastructure Maintenance Supervisory Employees only. • Agree with all of the above except for third point. <p style="text-align: right;">NOT 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 style="text-align: right;">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 style="text-align: right;">NOT AGREED</p>
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></p> <p style="text-align: right;">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 style="text-align: right;">NOT AGREED</p>

Provision	Draft at end 16 th September 2005
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></p> <p style="text-align: right;">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 style="text-align: right;">NOT AGREED</p>
Redundancies	<p><u>Union position</u> Severance Pay – period of continuous service</p> <ul style="list-style-type: none"> • Less than 1 year • 1 year and more but less than 2 years. • 2 years and more but less than 3 years. • 3 years and more but less than 4 years. • 4 years and more but less than 5 years. • 5 years and more but less than 6 years. • 6 years and more <p>An employee aged 45 or more will receive an additional loading of 25% to the above severance pay scale.</p> <p style="text-align: right;">STILL TO BE DISCUSSED</p>

Provision	Draft at end 16 th September 2005
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 style="text-align: right;">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. • For signallers: <ol style="list-style-type: none"> i. Annual leave loading will be paid when leave is taken or cashed out. <p><u>ARTC position:</u> ARTC do not agree with inclusion of signallers in Agreement.</p> <p style="text-align: right;">NOT 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.
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 style="text-align: right;">NOT AGREED</p>

Provision	Draft at end 16 th September 2005
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. They are considering this and may suggest a compromise. <p style="text-align: right;">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. • ARTC to consider this further. <p style="text-align: right;">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. • Status of transferred long service leave for ex-RIC/SRA employees to be clarified. <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 style="text-align: right;">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 style="text-align: right;">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 style="text-align: right;">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 style="text-align: right;">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 style="text-align: right;">NOT AGREED</p>
Picnic day	<p>Unions want it included. ARTC to consider in light of public holiday clause above.</p>
Jury Duty	Agreed to include
Military Leave	Agreed in principle – extent of detail included in clause to be debated

Provision	Draft at end 16 th September 2005
Community Service and other Leave	<p>Other paid leave for community and other service:</p> <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. <p style="text-align: right;">AGREED</p>
Labour Hire, Contractors, Supplementary labour, Outsourcing	<p><u>Union position</u> Insertion of clauses:</p> <ul style="list-style-type: none"> • establishing contract labour as supplementary labour only to cover peak demand, unplanned or extended leave, special projects or identified skill shortages; • to ensure that the wages and conditions of such labour do not undermine those in the Agreement; • to set out a process of consultation were the Company to consider outsourcing functions; and • to set out a process of consultation to address skills shortage that has led to the need to get outside labour. <p style="text-align: right;">PARTIES STILL TO DISCUSS</p>
Occupational Health and Safety	<p>Only area of disagreement is that the unions want fatigue management and drug and alcohol policies included in the Agreement, whereas ARTC doesn't.</p> <p style="text-align: right;">NOT AGREED</p>
Health Assessments (rail safety workers)	<p>Employer mandated testing (Periodic Medical Examination - PME)</p> <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 <p style="text-align: right;">AGREED</p> <p><u>Union position</u></p> <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. <p style="text-align: right;">NOT AGREED</p>
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 that would include events such as health fairs which employees could attend in paid time.</p> <p><u>ARTC position</u> ARTC does not agree with the inclusion of this provision.</p> <p style="text-align: right;">NOT AGREED</p>
Alcohol and other drugs	<p>Unions to provide clause to discuss</p>

Provision	Draft at end 16th September 2005										
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 style="text-align: right;">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 style="text-align: right;">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 style="text-align: right;">NOT AGREED</p>										
Apprentices and trainees	<p>The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below to the rate of \$41, 707, exclusive of any relevant allowances payable, e.g. Tool Allowance.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">YEAR</th> <th style="text-align: left;">PERCENTAGE</th> </tr> </thead> <tbody> <tr> <td>First year</td> <td>50%</td> </tr> <tr> <td>Second year</td> <td>60%</td> </tr> <tr> <td>Third year</td> <td>75%</td> </tr> <tr> <td>Fourth year</td> <td>88%</td> </tr> </tbody> </table> <p><u>Union position</u> Seeking exclusion of Industry Allowance from pay rate.</p> <p><u>ARTC position</u> ARTC doesn't recognise industry allowance as separate from salary.</p> <p style="text-align: right;">NOT AGREED</p>	YEAR	PERCENTAGE	First year	50%	Second year	60%	Third year	75%	Fourth year	88%
YEAR	PERCENTAGE										
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Graduate Program	Further information to be provided by unions and discussed with ARTC.										
Dispute Settling Procedure	Further consideration to union position (essentially RailCorp process) to be given by ARTC.										
Superannuation	<p>Rate to be as per applicable legislative requirements (currently 9%)</p> <p><u>Union position</u> Unions are seeking that particular industry funds be specified, being non-profit funds operated jointly between unions and employers.</p> <p><u>ARTC position</u> ARTC reject any reference to any specific fund.</p> <p style="text-align: right;">NOT AGREED</p>										

Provision	Draft at end 16 th September 2005
Policy Clause	<p data-bbox="375 142 537 170"><u>Union position</u></p> <ul data-bbox="375 174 1461 289" style="list-style-type: none"> <li data-bbox="375 174 1461 289">• 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 data-bbox="375 302 537 329"><u>ARTC position</u></p> <p data-bbox="375 333 509 361">Not agreed.</p> <p data-bbox="1300 359 1469 384" style="text-align: right;">NOT AGREED</p>
Rail Passes	<p data-bbox="375 388 1419 445">Agreed that Jenny will approach Country RIC as to an extension of the 4 year period since the take-up.</p> <p data-bbox="375 449 870 474">Gold passes to be included in this approach.</p>