

PURE RAIL Employment Pack

Please find attached the following:-

- 1 Pure Rail Casual Sign up Application
- 2 Superannuation Form
- 3 First Day Induction Checklist – Protection Officer / Hand Signaller / Labourer (Please complete whichever applies to you only)
- 4 Tax File Declaration
- 5 A copy of Pure Rail's Weekly Timesheet
- 6 The Rail Industry Award 2010
- 7 Fatal-Risk Booklet
- 8 Life-Saving Rule Pocket Card

Could you please do the following:-

- a) Complete and sign the above-noted Documents **numbered 1, 2, 3 and 4** and return to admin@purerail.com.au as soon as possible along **with COLOUR copies of:-**

- * **Your MTA RIW Card**
- * **OHS Whitecard (Front and back)**
- * **Drivers Licence (Front and back)**
- * **Copy of your most-recent Worksite Protection Plan**

(The attached forms should all be able to be processed without the need of a printer. Open the document, complete it and SAVE a copy before emailing back to us).

- b) Please send through your MTA RIW Card Number (20-000***) So Pure Rail can send you an Employment/Association request.
- c) If you do not hold a current ARTC National Contractor Induction Please go to:-
<http://www.artc.com.au/work/contractors/inductions/>

If you have not used ARTC Realm before please create a new account and proceed to the induction.

Once you have sat the induction, please:-

1. Print the Card
2. Sign the Card
3. Scan a copy through to admin@purerail.com.au

- d) Please read through The Fatal Risk Booklet and Life Saving Pocket Card. These form part of ARTC's Fatal & Severe risks and Life Saving Behaviours program. Copies of these are posted on our website for your reference.

If you would like to read more, please see the link below.

<https://www.artc.com.au/work/contractors/fatal-and-severe-risks-and-life-saving-behaviours/>

Thanks again for your interest in working with Pure Rail.

If you have any questions, please feel free to contact admin@purerail.com.au

CASUAL EMPLOYMENT APPLICATION



PLEASE COMPLETE ALL SECTIONS - Please contact PURE RAIL if you have any questions or concerns

PERSONAL DETAILS

First Name

Last Name

Address

Suburb

State /
Postcode

Phone

Mobile

Date of birth

Email

Emergency Contact

Emergency Contact Number

Shirt Size

SUPERANNUATION - Please attach a Super Choice Form

Superannuation Fund

Membership Number

Tax File Number

Do you Claim the Tax Free Threshold: (Y) (N)

PAYMENT INFORMATION - All payments are made electronically

BSB Number

Account Number

Your Account Name

RAIL COMPETENCIES

Pegasus Number

Pegasus MTA Number

Card Managed by

Please select you current competencies

- ☐ Hand Signaller Level 1
- ☐ Hand Signaller Level 2
- ☐ Protection Officer Level 1
- ☐ Protection Officer Level 2
- ☐ Protection Officer Level 3
- ☐ Protection Officer Level 4
- ☐ 52/53

- ☐ Safe Working Level 1
- ☐ Safe Working Level 2
- ☐ Track Vehicle Operator
- ☐ Track Machine Operator
- ☐ Labourer
- ☐ Aluminothemic Welder
- ☐ Ultrasonic Tester

CASUAL EMPLOYMENT APPLICATION



RAIL COMPETENCIES

Current Inductions

ARTC National Contractor
ARTC Hunter Bulk
ARTC Electrical
ARTC Sydney to Ivanhoe
ARTC Port Botany to Craighburn
AK Car Induction

Ballast Train Unloading
Botany Rail Yards - Environmental
CRN Induction - General
CRN Global Mandatory
Daracon
JHG - General

JHG - Global Mandatory
NCIGNERL Safety Induction
PWCS
Shoulder Ballast Cleaning Project Induction
TFNSW

Do you have experience working in Kooragang/PortWaratah? If so please provide details.

Drivers Licences

☐ LR - Light Rigid

☐ MR - Medium Rigid

☐ HR - Heavy Rigid

☐ HC - Heavy Combination

☐ MC- Multi Combination

☐ Car

Have you had any previous breaches within the Rail industry within the last 12 months? ☐ Yes ☐ No
If so, please provide details.

MEDICAL HISTORY

Do you have a pre-existing injury or medical condition/disability that would affect your ability to do this work? ☐ Yes ☐ No

If so, can you provide details of the injury/disability or medical condition, and any current restrictions it may have on your ability to do this work?

Are you aware of Pure Rail Drug and Alcohol Policy? ☐ Yes ☐ No

I hereby declare that the above details provided are true to the best of my knowledge

Signature _____

Date _____

Once your application has been completed you can either:-

- 1) Email to admin@purerail.com.au OR
- 2) Post to PO Box 141 HRMC NSW 2310.



Choice of super fund: standard choice form

Complete this form if you are an:

- employer with employees who are eligible to choose a super fund, **OR**
- employee who is eligible to choose a super fund.

When completing this form please use capital letters and a black or blue pen. Make sure you sign and date the completed form.

SECTION A Employee to complete

STEP 1 Your details

First name

Surname

Employee identification number (if applicable)

Tax File Number (TFN)

Refer overleaf for information on TFN.

STEP 2 Your choice

I request all of my future super contributions to be paid to:

- ☒ OPTION 1 – My Employer's default fund **DO STEP 3 & 5**
- ☒ OPTION 2 – My own choice **DO STEP 4 & 5**

STEP 3 Your Cbus membership number

I am already a member of Cbus and want my super paid into my existing account.

STEP 4 Details of my chosen super fund

Fund name

Fund address

Suburb/Town

State/Territory Postcode

Member number (if applicable)

Account name

Superannuation fund's Australian Business Number (ABN) (if applicable)

Unique Superannuation Identifier (USI) (if applicable)

Daytime phone number ()

Appropriate documentation

You need to attach a letter from your fund or SMSF stating that they are a complying fund and that they will accept contributions from your employer.

Is this a SMSF?

☐ I am the trustee, or a director of the corporate trustee of the SMSF and I declare that the SMSF will accept contributions from my employer.

- You need to attach a document confirming the SMSF is an ATO regulated super fund.

• Fund bank account

BSB code (please include all six numbers)

Account number

Fund electronic service address (ESA)

Your employer is not required to accept your choice of fund if you have not provided the appropriate documents.

STEP 5 Sign and date

Date

Do not send a copy of this form to the Australian Taxation Office (ATO) or your superannuation fund. Give this to your employer.

SECTION B Employer to complete

STEP 6 Your details

Business name

ABN

SIGN HERE

X

Date

STEP 7 Your employer default super fund

If your employee does not choose a different super fund, super contributions will be paid to the following fund on behalf of this employee (unless the employee has previously chosen a different fund):

Fund Name

Unique Superannuation Identifier (USI) (if applicable)

For the Product Disclosure Statement (PDS) for this fund (if applicable)

Phone

Fund's website

FOR YOUR RECORDS



This section must be completed when the employee returns the form to you with a completed Section A.

Date valid choice is accepted

Date you act on your employee's valid choice



Give a copy of this form to your employee after you have completed Section B.



Do not send a copy of this form to the Australian Taxation Office (ATO) or your superannuation fund. You must keep a copy for your own records for a period of five years.

When you receive this form and all of the required information from your employee and where an employee has chosen a fund, any contributions in the two months after receiving the form can be made to either your employer default fund or your employees chosen fund. Contributions after the two months must be paid to the employees chosen fund. If they choose to stay with the fund you have chosen, make contributions as required.

Choosing a super fund: How to complete your standard choice form

BEFORE YOU COMPLETE THIS FORM

Before you complete your standard choice form, you should read 'Super Decisions'. This document has been prepared by the Australian Securities and Investments Commission (ASIC) to help you understand more about super and make better super decisions. To obtain a copy visit www.moneysmart.gov.au or phone **1300 300 630**.

For more information about choosing a super fund, you should visit www.ato.gov.au or phone **13 10 20** between 8am and 6pm Monday to Friday, to speak to a tax officer.

MORE INFORMATION

For individuals: visit www.ato.gov.au to read the following publications:

- Standard choice form (NAT 13080), and

For employers:

- Super – what employers need to know (NAT 71038).

For more information:

- visit www.ato.gov.au
- visit ASIC's Moneysmart website for financial tips and safety checks at www.moneysmart.gov.au
- subscribe to 'What's New' at www.ato.gov.au to receive regular updates
- phone the ATO on **13 10 20** between 8am and 6pm, Monday to Friday, to speak to a tax officer.

HOW TO COMPLETE THIS FORM: EMPLOYEES

If you are an employee and you are eligible to choose a super fund, your employer must give you this form to complete after they have completed Section B. You can then complete Section A and return the form to your employer.

STEP 1 Your details

Provide your personal details.

Supplying your TFN is optional. However, if you quote your TFN to your employer for super purposes, your employer must provide it to the super fund they pay your super to. Because of this:

- your super fund will be able to accept all types of contributions they receive for you (subject to fund rules)
- you may not have to pay extra tax on your contributions
- other than the tax that may ordinarily apply, no additional tax will be deducted when you start drawing down your super benefits, and
- it is easier to keep track of different super accounts in your name so you receive all your super when you retire.

STEP 2 Your choice

Complete this question by placing an 'x' in one of the boxes.

Option 1: Stay with your employer's super fund

If you don't make a choice, your employer's super contributions will be paid into a fund chosen by your employer. Your employer is not liable for the performance of the super fund you choose or the employer fund they choose on your behalf.

Do not seek financial advice from your employer unless they are licensed to provide it. You can choose a different fund later if you like.

Option 2: Choose a new super fund

You can choose the super fund you want your employer super contributions paid to. Any money you have in existing funds will remain there unless you transfer it (roll it over) to another fund.

Check the impact of any exit fees, or benefits you may lose, before leaving the fund. Your employer cannot do this for you. Your employer is only required to accept one standard choice form from you every 12 months. If you choose this option, go to Step 4.

STEP 3

I am already a member of Cbus and want my super paid into my existing account

Provide your membership number.

STEP 4

Details of my chosen superannuation fund

Provide details of your chosen super fund.

STEP 5

Sign and date



Give this form to your employer and follow up with them to ensure your choice has been acted on within two months of giving them your form.



Do not send a copy of this form to the Australian Taxation Office (ATO) or your superannuation fund. Just keep a copy for your own records.

HOW TO COMPLETE THIS FORM: EMPLOYERS

You must complete Section B of the form before you give the form to your eligible employee.

STEP 6 Your details

Provide your details.

STEP 7

Your employer default super fund

If you wish to choose Cbus as your nominated employer (default) fund, the details have already been completed for you.



Give a copy of this form to your employee after you have completed Section B.

When your employee completes this form and returns it to you, you have two months to start paying contributions to your employee's new fund. If they stay with the fund you have chosen, make sure you pay super contributions for them to meet your SG obligations and the rules of that fund.



Do not send a copy of this form to the Australian Taxation Office (ATO) or your super fund. However, keep a copy for your own records for a period of five years.

This information is about Cbus. It doesn't take into account your specific needs, so you should look at your own financial position, objectives and requirements before making any financial decisions. Read the Cbus Product Disclosure Statement to decide whether Cbus is right for you.

Contact **1300 361 784** or visit www.cbussuper.com.au for a copy.

Cbus' Trustee is United Super Pty Ltd. ABN 46 006 261 623 AFSL 233792 Cbus ABN 75 493 363 262



Superannuation fund nomination

WHEN TO USE THIS FORM

You complete this form to nominate a superannuation fund or retirement savings account (RSA) to receive the superannuation entitlements we hold for you, including unclaimed superannuation.

Making an electronic nomination

For fast service, you can make your nomination online at ato.gov.au/superseeker

This service provides you with details of all your accounts held by superannuation funds, including the account number and fund contact details, as well as any accounts we hold on your behalf. You can also consolidate your superannuation accounts.

➤ MORE INFORMATION

If you need help with completing this form, phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

If you do not speak English well and need help from the ATO, phone the Translating and Interpreting Service on **13 14 50**.

If you are deaf, or have a hearing or speech impairment, phone the ATO through the National Relay Service (NRS) on the numbers listed below:

- TTY users, phone **13 36 77** and ask for the ATO number you need
- Speak and Listen (speech-to-speech relay) users, phone **1300 555 727** and ask for the ATO number you need
- internet relay users, connect to the NRS on relayservice.com.au and ask for the ATO number you need.

COMPLETING THIS FORM

- You must answer **all** questions.
- Place ☐ in **all** applicable boxes.

Completing section A: your details

Complete your details.

Completing section B: fund details

Before providing the details of the superannuation fund or RSA you want to nominate, check that both the following apply to the fund/RSA:

- it is a complying superannuation fund
- it will accept superannuation payments from the ATO.

➤ To check the complying status of your fund/RSA, use the Super Fund Lookup service at abn.business.gov.au

Contact your fund/RSA to obtain:

- their Australian business number (ABN)
- the unique superannuation identifier (USI) – to ensure payment is made to the correct superannuation product
- the member account number the superannuation payments should be allocated to.

We recommend you ensure your fund/RSA has the same name and contact details for you as we have. Any discrepancies in these details could result in delays in processing your superannuation payments.

Section A: Your details

1 **Tax file number (TFN)**

① We are authorised by the *Taxation Administration Act 1953* to request your tax file number (TFN). It is not an offence not to quote your TFN but not providing it may lead to delays in processing your nomination.

2 **Full name**

Title: Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

First given name

Other given names

3 **Date of birth** / /

4 **Daytime phone number**

5 **Current residential address**


Suburb/town

State/territory

Postcode

6 **Email address**

Section B: Fund details

 Read the instructions at the start of this form to help you complete this section.


7 The fund's/RSA's ABN

8 Full name of superannuation fund/RSA

9 Unique superannuation identifier

10 Member account number

11 Member account name

 This nomination form will continue to apply until either:

- ☐ you nominate a new complying superannuation fund or RSA
- ☐ the fund or RSA you have nominated advises us that they will no longer accept payments.

Section C: Signature

Penalties

The tax law imposes heavy penalties for giving false or misleading information.

Privacy

The ATO is a government agency bound by the *Privacy Act 1988* in terms of collection and handling of personal information and tax file numbers (TFNs). For further information about privacy law notices please go to ato.gov.au/privacy

Signature

Date

Day Month Year
 / /

Lodging your nomination form

Mail it to:

Australian Taxation Office
PO Box 3578
ALBURY NSW 2640

First Day Induction Checklist Form – Handsignaller

Associated Information Checklist

- Pure Rail Signup form completed and returned
- Superchoice form completed and returned
- Tax File declaration completed, signed and returned.
- Letter of engagement signed and returned
- Aware of Safety Management System
- Aware of Quality Management System
- Aware of Policies and Procedures

Safety

- ? How long have you worked in the railway industry?
- ? What current roles do you hold? HS1 HS2
- ? Have you worked on a TWA in the past 12 months? YES NO
- ? Have you worked on a LX in the past 12 months? YES NO
- ? Can you show evidence of the WOT authorities? YES NO
- ? Have you worked on multiple lines recently? YES NO
- ? Where? _____
- ? When sent to a new location are you able to identify your location, lines and signal location? _____
- ? Is there an area in safe working you think you can improve on, or would like training in?

- ? Do you have an RTS register? YES NO

Applicant Name: Signed: Date:	
Pure Rail Representative Signed:	

First Day Induction Checklist Form – Protection Officer

Associated Information Checklist

- Pure Rail Signup form completed and returned
- Superchoice form completed and returned
- Tax File declaration completed, signed and returned.
- Letter of engagement signed and returned
- Aware of Safety Management System
- Aware of Quality Management System
- Aware of Policies and Procedures

Safety

- ? How long have you worked in the railways? _____
- ? What current roles do you hold? _____
- ? What authorities have you taken out recently? LOW CSB TOA TWA LPA
- ? How long since? _____
- ? Where? _____
- ? Can you show evidence of the WOT authorities? YES NO
- ? Have you worked on multiple lines recently? YES NO
- ? Where? _____
- ? What authorities have you taken out on multiple lines? LOW CSB TOA TWA LPA
- ? How long since you have taken these out? _____
- ? When sent to a new location are you able to identify your location, lines and signal location? _____
- ? Is there any safe working area you think you can improve on, or would like training in?

- ? Do you store your detonators as per ARTC rules and procedures? YES NO

Applicant Name: Signed: Date:	
Pure Rail Representative Signed:	

First Day Induction Checklist Form Track Workers



PO Box 141 HRMC NSW 2310
E: admin@purerail.com.au
M: 0401 805 349 or 0421 566 531
W: www.purerail.com.au

Information

- ☐ Pure Rail Signup form completed and returned
- ☐ Superchoice form completed and returned
- ☐ Tax File declaration completed, signed and returned.
- ☐ Letter of engagement signed and returned
- ☐ Aware of Safety Management System
- ☐ Aware of Quality Management System
- ☐ Aware of Policies and Procedures

Experiences

Have you laboured for welders?	YES	NO	
How regularly do you work with welders?	Rarely	Sometimes	Often
How long have you worked with welders?	Weeks	Months	Years
Can you clip and unclip track?	YES	NO	
Are you familiar with a track jack?	YES	NO	
How regularly have you worked using a track jack?	Rarely	Sometimes	Often
How long have you worked using a track jack?	Weeks	Months	Years

What types of labour have you provided for? E.g. Earthworks, Re-Railing. _____

What other tickets do you have E.g. Ballast Unloading, Working at Heights. _____

Can you perform Civil Works? _____

Other Rail Experiences _____

Pure Rail Representative Name _____

Signed: _____

Date _____

Applicant Name: _____

Signed _____

Date _____

Tax file number declaration

Information you provide in this declaration will allow your payer to work out how much tax to withhold from payments made to you.

— This is not a TFN application form.
To apply for a TFN, go to ato.gov.au/tfn

! Terms we use

When we say:

- **payer**, we mean the business or individual making payments under the pay as you go (PAYG) withholding system.
- **payee**, we mean the individual being paid.

Who should complete this form?

You should complete this form before you start to receive payments from a new payer – for example:

- payments for work and services as an employee, company director or office holder
- payments under return-to-work schemes, labour hire arrangements or other specified payments
- benefit and compensation payments
- superannuation benefits.

! You need to provide all information requested on this form. Providing the wrong information may lead to incorrect amounts of tax being withheld from payments made to you.

! You do not need to complete this form if you:

- are a beneficiary wanting to provide your tax file number (TFN) to the trustee of a closely held trust. For more information, visit ato.gov.au/trustsandtfnwithholding
- have reached 60 years of age and started a super benefit that does not include an untaxed element for that benefit.
- are receiving superannuation benefits from a super fund and have been taken to have quoted your TFN to the trustee of the super fund.

Section A: To be completed by the payee

Question 1

What is your tax file number (TFN)?

You should give your TFN to your employer only after you start work for them. Never give your TFN in a job application or over the internet.

— We and your payer are authorised by the *Taxation Administration Act 1953* to request your TFN. It's not an offence not to quote your TFN. However, quoting your TFN reduces the risk of administrative errors and having extra tax withheld. Your payer is required to withhold the top rate of tax from all payments made to you if you do not provide your TFN or claim an exemption from quoting your TFN.

How do you find your TFN?

You can find your TFN on any of the following:

- your income tax notice of assessment
- correspondence we send you
- a payment summary your payer issues to you.

If you have a tax agent, they may also be able to tell you your TFN.

If you still can't find your TFN, you can:

- phone us on **13 28 61** between 8.00am and 6.00pm, Monday to Friday
- visit your nearest shopfront (phone us on **13 28 61** to make an appointment).

If you phone or visit us we need to know we are talking to the correct person before discussing your tax affairs. We will ask you for details only you, or your authorised representative would know.



Australian Government
Australian Taxation Office

You don't have a TFN

If you don't have a TFN and want to provide a TFN to your payer, you will need to apply for one.

For more information about applying for a TFN, visit ato.gov.au/tfn

You may be able to claim an exemption from quoting your TFN.

Print X in the appropriate box if you:

- have lodged a TFN application form or made an enquiry to obtain your TFN. You now have 28 days to provide your TFN to your payer, who must withhold at the standard rate during this time. After 28 days, if you have not given your TFN to your payer, they will withhold the top rate of tax from future payments
- are claiming an exemption from quoting a TFN because you are under 18 years of age and do not earn enough to pay tax, or you are an applicant or recipient of certain pensions, benefits or allowances from the
 - Department of Human Services – however, you will need to quote your TFN if you receive a Newstart, Youth or sickness allowance, or an Austudy or parenting payment
 - Department of Veterans' Affairs – a service pension under the *Veterans' Entitlement Act 1986*
 - Military Rehabilitation and Compensation Commission.

Providing your TFN to your super fund

Your payer must give your TFN to the super fund they pay your contributions to. If your super fund does not have your TFN, you can provide it to them separately. This ensures:

- your super fund can accept all types of contributions to your accounts
- additional tax will not be imposed on contributions as a result of failing to provide your TFN
- you can trace different super accounts in your name.

- For more information about providing your TFN to your super fund, visit ato.gov.au/supereligibility

Question 2–5

Complete with your personal information.

Question 6

On what basis are you paid?

Check with your payer if you are not sure.

Question 7

Are you an Australian resident for tax purposes?

Generally, we consider you to be an Australian resident for tax purposes if you:

- have always lived in Australia or you have come to Australia and now live here permanently
- are an overseas student doing a course that takes more than six months to complete
- migrate to Australia and intend to reside here permanently.

If you go overseas temporarily and do not set up a permanent home in another country, you may continue to be treated as an Australian resident for tax purposes.

– Foreign resident tax rates are different

A higher rate of tax applies to a foreign resident's taxable income and foreign residents are not entitled to a tax-free threshold nor can they claim tax offsets to reduce withholding, unless you are in receipt of an Australian Government pension or allowance.

- To check your Australian residency status for tax purposes or for more information, visit ato.gov.au/residency

Answer **no** to this question if you are not an Australian resident for tax purposes, unless you are in receipt of an Australian Government pension or allowance. If you answer **no**, you must also answer **no** at question 10.

Question 8

Do you want to claim the tax-free threshold from this payer?

The tax-free threshold is the amount of income you can earn each financial year that is not taxed. By claiming the threshold, you reduce the amount of tax that is withheld from your pay during the year.

Answer **yes** if you want to claim the tax-free threshold, you are an Australian resident for tax purposes, and one of the following applies:

- you are not currently claiming the tax-free threshold from another payer
- you are currently claiming the tax-free threshold from another payer and your total income from all sources will be less than the tax-free threshold.

Answer **yes** if you are a foreign resident in receipt of an Australian Government pension or allowance.

Otherwise answer **no**.

- ❗ If you receive any taxable government payments or allowances, such as Newstart, Youth Allowance or Austudy payment, you are likely to be already claiming the tax-free threshold from that payment.

- For more information about the current tax-free threshold, which payer you should claim it from, or how to vary your withholding rate, visit ato.gov.au/taxfreethreshold

Question 9

Do you want to claim the seniors and pensioners tax offset by reducing the amount withheld from payments made to you?

– Claim tax offsets with only one payer

You are not entitled to reduce your withholding amounts, or claim the seniors and pensioners tax offset (SAPTO), with more than one payer at the same time.

If you receive income from more than one source and need help with this question, phone **1300 360 221** between 8.00am and 6.00pm, Monday to Friday.

How your income affects the amount of your tax offset

You must meet the eligibility conditions to receive SAPTO. Your rebate income, not your taxable income, determines the amount of SAPTO, if any, you will receive.

Answer **yes** if you are eligible and choose to claim SAPTO with this payer. To reduce the amount withheld from payments you receive during the year from this payer, you will also need to complete a *Withholding declaration* (NAT 3093).

Answer **no** if one of the following applies:

- you are not eligible for SAPTO
- you are already claiming SAPTO with another payer
- you are eligible but want to claim your entitlement to the tax offset as a lump sum in your end-of-year income tax assessment.

➤ For more information about your eligibility to claim the tax offset or rebate income, visit ato.gov.au/taxoffsets

Question 10

Do you want to claim a zone, overseas forces or invalid and invalid carer tax offset by reducing the amount withheld from payments made to you?

⊖ Claim tax offsets with only one payer

You are not entitled to claim tax offsets with more than one payer at the same time.

You may be eligible for one or more of the following:

- a zone tax offset if you live or work in certain remote or isolated areas of Australia
- an overseas forces tax offset if you serve overseas as a member of Australia's Defence Force or a United Nations armed force
- an invalid and invalid carer tax offset.

Answer **yes** to this question if you are eligible and choose to receive tax offsets by reducing the amount withheld from payments made to you from this payer. You also need to complete a *Withholding declaration* (NAT 3093).

Answer **no** to this question if you are either:

- not eligible for the tax offsets
- a foreign resident
- choose to receive any of these tax offsets as an end-of-year lump sum through the tax system
- are already claiming the offset from another payer.

➤ For more information about your entitlement, visit ato.gov.au/taxoffsets

Question 11

(a) Do you have a Higher Education Loan Program (HELP), Student Start-up Loan (SSL) or Trade Support Loan (TSL) debt?

Answer **yes** if you have a HELP, SSL or TSL debt.

Answer **no** if you do not have a HELP, SSL or TSL debt, or you have repaid your debt in full.

- ! You have a HELP debt if either:
- the Australian Government lent you money under HECS-HELP, FEE-HELP, OS-HELP, VET FEE-HELP or SA-HELP.
 - you have a debt from the previous Higher Education Contribution Scheme (HECS).

(b) Do you have a Financial Supplement debt?

Answer **yes** if you have a Financial Supplement debt.

Answer **no** if you do not have a Financial Supplement debt, or you have repaid your debt in full.

➤ For information about repaying your HELP, SSL, TSL or Financial Supplement debt, visit ato.gov.au/getloaninfo

Have you repaid your HELP, SSL, TSL or Financial Supplement debt?

When you have repaid your HELP, SSL, TSL or Financial Supplement debt, you need to complete a *Withholding declaration* (NAT 3093) notifying your payer of the change in your circumstances.

! Sign and date the declaration

Make sure you have answered all the questions in section A, then sign and date the declaration. Give your completed declaration to your payer to complete section B.

Section B: To be completed by the payer

! Important information for payers – see the reverse side of the form.

➤ Lodge online

Payers can lodge TFN declaration reports online if you have software that complies with our specifications.

For more information about lodging the TFN declaration report online, visit ato.gov.au/lodgetfndeclaration

More information

Internet

- For general information about TFNs, tax and super in Australia, including how to deal with us online, visit our website at **ato.gov.au**
- For information about applying for a TFN on the web, visit our website at **ato.gov.au/tfn**
- For information about your super, visit our website at **ato.gov.au/superseeker**

Useful products

In addition to this TFN declaration, you may also need to complete and give your payer the following forms which you can download from our website at **ato.gov.au**:

- *Withholding declaration* (NAT 3093) if you want to
 - claim entitlement to the seniors and pensioners tax offset (question 9) or other tax offsets (question 10)
 - change information you previously provided in a TFN declaration.
- *Medicare levy variation declaration* (NAT 0929) if you qualify for a reduced rate of Medicare levy or are liable for the Medicare levy surcharge. You can vary the amount your payer withholds from your payments.
- *Standard choice form* (NAT 13080) to choose a super fund for your employer to pay super contributions to. You can find information about your current super accounts and transfer any unnecessary super accounts through myGov after you have linked to the ATO. Temporary residents should visit **ato.gov.au/departaustralia** for more information about super.

Other forms and publications are also available from our website at **ato.gov.au/onlineordering** or by phoning **1300 720 092**.

Phone

- Payee – for more information, phone **13 28 61** between 8.00am and 6.00pm, Monday to Friday. If you want to vary your rate of withholding, phone **1300 360 221** between 8.00am and 6.00pm, Monday to Friday.
- Payer – for more information, phone **13 28 66** between 8.00am and 6.00pm, Monday to Friday.

If you phone, we need to know we're talking to the right person before we can discuss your tax affairs. We'll ask for details only you, or someone you've authorised, would know. An authorised contact is someone you've previously told us can act on your behalf.

If you do not speak English well and need help from the ATO, phone the Translating and Interpreting Service on **13 14 50**.

If you are deaf, or have a hearing or speech impairment, phone the ATO through the National Relay Service (NRS) on the numbers listed below:

- TTY users – phone **13 36 77** and ask for the ATO number you need (if you are calling from overseas, phone **+61 7 3815 7799**)
- Speak and Listen (speech-to-speech relay) users – phone **1300 555 727** and ask for the ATO number you need (if you are calling from overseas, phone **+61 7 3815 8000**)
- Internet relay users – connect to the NRS on **relayservice.gov.au** and ask for the ATO number you need.

If you would like further information about the National Relay Service, phone **1800 555 660** or email **helpdesk@relayservice.com.au**

Privacy of information

Taxation law authorises the ATO to collect information and to disclose it to other government agencies. For information about your privacy, go to **ato.gov.au/privacy**

Our commitment to you

We are committed to providing you with accurate, consistent and clear information to help you understand your rights and entitlements and meet your obligations.

If you follow our information in this publication and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we must still apply the law correctly. If that means you owe us money, we must ask you to pay it but we will not charge you a penalty. Also, if you acted reasonably and in good faith we will not charge you interest.

If you make an honest mistake in trying to follow our information in this publication and you owe us money as a result, we will not charge you a penalty. However, we will ask you to pay the money, and we may also charge you interest. If correcting the mistake means we owe you money, we will pay it to you. We will also pay you any interest you are entitled to.

If you feel that this publication does not fully cover your circumstances, or you are unsure how it applies to you, you can seek further assistance from us.

We regularly revise our publications to take account of any changes to the law, so make sure that you have the latest information. If you are unsure, you can check for more recent information on our website at **ato.gov.au** or contact us.

This publication was current at **July 2016**.

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Published by

Australian Taxation Office
Canberra
July 2016

JS 35902

Payer information

The following information will help you comply with your pay as you go (PAYG) withholding obligations.



Is your employee entitled to work in Australia?

It is a criminal offence to knowingly or recklessly allow someone to work, or to refer someone for work, where that person is from overseas and is either in Australia illegally or is working in breach of their visa conditions.

People or companies convicted of these offences may face fines and/or imprisonment. To avoid penalties, ensure your prospective employee has a valid visa to work in Australia before you employ them. For more information and to check a visa holder's status online, visit the Department of Immigration and Border Protection website at immi.gov.au

Payer obligations

If you withhold amounts from payments, or are likely to withhold amounts, the payee may give you this form with section A completed. A TFN declaration applies to payments made after the declaration is provided to you. The information provided on this form is used to determine the amount of tax to be withheld from payments based on the PAYG withholding tax tables we publish. If the payee gives you another declaration, it overrides any previous declarations.

Has your payee advised you that they have applied for a TFN, or enquired about their existing TFN?

Where the payee indicates at question 1 on this form that they have applied for an individual TFN, or enquired about their existing TFN, they have 28 days to give you their TFN. **You must withhold tax for 28 days at the standard rate according to the PAYG withholding tax tables.** After 28 days, if the payee has not given you their TFN, you must then withhold the top rate of tax from future payments, unless we tell you not to.

If your payee has not given you a completed form you must:

- notify us within 14 days of the start of the withholding obligation by completing as much of the payee section of the form as you can. Print 'PAYER' in the payee declaration and lodge the form – see 'Lodging the form'.
- withhold the top rate of tax from any payment to that payee.



For a full list of tax tables, visit our website at ato.gov.au/taxtables

Lodging the form

You need to lodge TFN declarations with us within 14 days after the form is either signed by the payee or completed by you (if not provided by the payee). **You need to retain a copy of the form for your records.** For information about storage and disposal, see below.

You may lodge the information:

- **online** – lodge your TFN declaration reports using software that complies with our specifications. There is no need to complete section B of each form as the payer information is supplied by your software.
- **by paper** – complete section B and send the original to us within 14 days.



For more information about lodging your TFN declaration report online, visit our website at ato.gov.au/lodgetfndeclaration

Provision of payee's TFN to the payee's super fund

If you make a super contribution for your payee, you need to give your payee's TFN to their super fund on the day of contribution, or if the payee has not yet quoted their TFN, within 14 days of receiving this form from your payee.

Storing and disposing of TFN declarations

The TFN guidelines issued under the *Privacy Act 1988* require you to use secure methods when storing and disposing of TFN information. You may store a paper copy of the signed form or electronic files of scanned forms. Scanned forms must be clear and not altered in any way.

If a payee:

- submits a new *TFN declaration* (NAT 3092), you must retain a copy of the earlier form for the current and following financial year.
- has not received payments from you for 12 months, you must retain a copy of the last completed form for the current and following financial year.



Penalties

You may incur a penalty if you do not:

- lodge TFN declarations with us
- keep a copy of completed TFN declarations for your records
- provide the payee's TFN to their super fund where the payee quoted their TFN to you.

Timesheet



Remember to STOP. REVIVE. SURVIVE.

Employee Name		Customer Company Name	
Employee Signature		Customer Representative Signature	

Location	
----------	--

	Date	Start	Finish	Lunch Break	Total Time worked (hours)	Travel to and from site (hours)	Site Duties (PO1,PO2 etc)	Allowances			
								LAHA	Shift exceeded 12 hours worked (yes/no)	On-site km's	Personal Phone use
Monday											
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Sunday											
Total											

Comments	If travel exceeds hours as estimated by Google maps please give reason.
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Please return to admin@purerail.com.au by 1000 Monday proceeding the week worked.

Pure Rail Form	Version	Date of Review
PRF004-2014	3.1	30/08/2016

Rail Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 18 June 2015 ([PR566683](#)), 18 June 2015 ([PR566825](#)) and 26 June 2015 ([PR568050](#)).

Clause(s) affected by the most recent variation:

14—Classifications and minimum wage rates

15—Allowances and expenses

Schedule A—Classification Definitions

Schedule C—Supported Wage System

Schedule D—National Training Wage

Current review matter(s): [AM2014/47](#); [AM2014/87](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/306](#); [AM2015/1](#); [AM2015/2](#)

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[Varied by [PR988360](#), [PR994538](#), [PR546288](#), [PR545981](#)]

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Part 1—Application and Operation

1. Title

This award is the *Rail Industry Award 2010*.

2. Commencement and transitional

[Varied by [PR988360](#), [PR542135](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect.

[2.4 varied by [PR542135](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542135](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542135](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994538](#), [PR997772](#), [PR503617](#), [PR544285](#), [PR545981](#)]

3.1 Unless the context otherwise requires, in this award:

[Definition of **Act** substituted by [PR994538](#) from 01Jan10]

Act means the *Fair Work Act 2009* (Cth)

[Definition of **adult apprentice** inserted by [PR544285](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

afternoon shift means a shift that commences before 6.00 pm and concludes after 6.30 pm

[Definition of **agreement-based transitional instrument** inserted by [PR994538](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994538](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

base rate of pay is as defined in the NES

[Definition of **Commission** deleted by [PR994538](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR545981](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545981](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503617](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503617](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

early morning shift means a shift that commences at or between 4.00 am and 5.30 am

[Definition of **employee** substituted by [PR994538](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

Rail Industry Award 2010

[Definition of **employer** substituted by [PR994538](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994538](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994538](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **NAPSA** deleted by [PR994538](#) from 01Jan10]

[Definition of **NES** substituted by [PR994538](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

night shift means a shift that commences at or between 6.00 pm and 3.59 am

[Definition of **on-hire** inserted by [PR994538](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

private siding means a siding that is managed, owned or controlled by a person, other than a person who manages the rail infrastructure with which the siding connects or to which it has access, but does not include the following:

- (a) a marshalling yard;
- (b) a crossing loop;
- (c) a passenger terminal; or
- (d) a freight terminal

rail infrastructure means the facilities that are necessary to enable a railway to operate safely and includes, but is not limited to:

- (a) railway tracks and associated track structures;
- (b) service roads, signalling systems, communications systems, rolling stock control systems and data management systems;
- (c) notices and signs;
- (d) electrical power supply and electric traction systems;
- (e) associated buildings, workshops, depots and yards; and
- (f) plant, machinery and equipment;

but does not include rolling stock

Rail Infrastructure Manager means the person who has effective management and control of rail infrastructure, whether or not the person:

- (a) owns the rail infrastructure; or

- (b) has a statutory or contractual right to use the rail infrastructure or to control, or provide access to it

Rail Transport Operator means a Rail Infrastructure Manager and/or Rolling Stock Manager

Rolling Stock Manager means a person who has effective management and control of the operation or movement of rolling stock on rail infrastructure for a particular railway

shiftwork means work performed by shiftworkers

shiftworker means an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays

standard rate per hour means the minimum weekly wage for a Level 4 technical and civil infrastructure employee in clause 14.1 divided by 38

standard rate means the minimum weekly wage for a Level 4 technical and civil infrastructure employee in clause 14.1

[Definition of **transitional minimum wage instrument** inserted by [PR994538](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR994538](#)]

- 4.1 This industry award covers employers throughout Australia who are Rail Transport Operators and their employees in the classifications listed in clause 14.1 to the exclusion of any other modern award.
- 4.2 This award does not cover employers and employees:
- (a) predominantly engaged in operations, which may include the transport of freight and/or passengers, on private sidings that do not form part of a main freight or passenger line;
 - (b) engaged in the construction, maintenance or operation of a railway on a sugar mill rail network or sugar mill private siding which do not form part of a main freight or passenger line;
 - (c) engaged solely in the transportation, handling and loading of metals, minerals, ores or substances using the plant or infrastructure (including rail and/or ports) of the mine operator or a related company;
 - (d) engaged in operations on a mining lease or tenement which do not form part of a main freight or passenger line;

Rail Industry Award 2010

- (e) engaged in the design, construction, fabrication or maintenance of rail infrastructure or rolling stock, except where such activities are conducted by a Rail Transport Operator;
- (f) engaged in the provision of light rail, monorail or tram services;
- (g) engaged principally in the provision of tourist and/or heritage rail services;
- (h) engaged in the provision of amusement park or related operations;
- (i) engaged in the provision of road transport where the transport is not operated by a Rail Transport Operator;
- (j) engaged in the provision of ship or other transport; or
- (k) engaged in the operation of freight terminals, where the terminal is not operated by a Rail Transport Operator.

[4.3 substituted by [PR994538](#) from 01Jan10]

4.3 This award does not cover:

- (a) an employee excluded from award coverage by the Act; or
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 and 4.5 inserted by [PR994538](#) from 01Jan10]

4.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.6 by [PR994538](#) from 01Jan10]

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

[Varied by [PR994538](#), [PR542135](#)]

7.1 Notwithstanding any other provision of this award an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542135](#) ppc 04Dec13]

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) substituted by [PR994538](#) from 01Jan10; varied by [PR542135](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

[7.4 substituted by [PR994538](#) from 01Jan10]

7.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

[7.5 deleted by [PR994538](#) from 01Jan10]

[7.6 renumbered as 7.5 by [PR994538](#) from 01Jan10]

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

[New 7.6 inserted by [PR994538](#) from 01Jan10]

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's comprehension of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

7.8 The agreement may be terminated:

[7.8(a) varied by [PR542135](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by [PR542135](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542135](#) ppc 04Dec13]

- 7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542135](#) ppc 04Dec13]

- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

- (i)** Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii)** **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the

changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Dispute resolution

[Varied by [PR994538](#), [PR542135](#)]

- 9.1** In the event of a dispute about a matter arising under this award, or in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994538](#), [PR542135](#) ppc 04Dec13]

- 9.2** If a dispute in relation to a matter arising under this award or the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994538](#), [PR542135](#) ppc 04Dec13]

- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994538](#), [PR542135](#) ppc 04Dec13]

- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

An employee may be engaged on a full-time, part-time or casual basis.

10.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

10.2 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 14—Classifications and minimum wage rates.
- (c) Before commencing part-time employment the employee and employer must agree upon the number of hours to be worked each day, the days of the week the employee will work and the starting and finishing times each day.
- (d) All time worked in excess of the agreed hours will be paid at the appropriate overtime rate.

10.3 Casual employment

- (a) A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of 38 hours per week or the hours required to be worked by the employer.
- (b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 14, plus a casual loading of 25%.

- (c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's all purpose rate.

11. Probationary period

11.1 An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which is to be either:

- (a) three months or less; or
- (b) more than three months and is reasonable, having regard to the nature and circumstances of the employment.

11.2 A probationary employee is for all purposes of the award a full-time or part-time employee.

11.3 Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

12. Termination of employment

12.1 Notice by the employer

Notice of termination is provided for in the NES.

12.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination, under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by the clause less any period of notice actually given by the employee.

12.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

13. Redundancy

[Varied by [PR994538](#), [PR503617](#), [PR561478](#)]

[13.1 varied by [PR994538](#) from 01Jan10]

13.1 Redundancy pay is provided for in the NES.

13.2 Transfer to lower paid duties

[13.2 varied by [PR994538](#) from 01Jan10]

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

13.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

13.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 12.3.

13.5 Transitional provisions – NAPSA employees

[13.5 substituted by [PR994538](#); renamed by [PR503617](#); deleted by [PR561478](#) ppc 05Mar15]

13.6 Transitional provisions – Division 2B State employees

[13.6 inserted by [PR503617](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

14. Classifications and minimum wage rates

[Varied by [PR994538](#), [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR544285](#), [PR551603](#), [PR559297](#), [PR566683](#)]

14.1 Adult employees

- (a) The classification definitions of employees are set out in Schedule A—Classification Definitions.

[14.1(b) varied by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR551603](#), [PR566683](#) ppc 01Jul15]

- (b) A full-time adult employee must be paid a minimum weekly rate as set out below:

Rail Industry Award 2010

Clerical, Administration and Professional (C.A.P.)		Minimum Weekly Rate	Annual Salary Equivalent
		\$	\$
Level 1	Rail Worker (C.A.P.)	692.60	36,131
Level 2	Rail Worker (C.A.P.)	750.20	39,135
Level 3	Rail Worker (C.A.P.)	779.10	40,643
Level 4	Rail Worker (C.A.P.)	813.60	42,443
Level 5	Rail Worker (C.A.P.)	882.80	46,053
Level 6	Rail Worker (C.A.P.)	946.20	49,360
Level 7	Rail Worker (C.A.P.)	1003.80	52,365
Level 8	Rail Worker (C.A.P.)	1130.60	58,980
Level 9	Rail Worker (C.A.P.)	1355.40	70,707

Operations (Op)		Minimum Weekly Rate	Annual Salary Equivalent
		\$	\$
Level 1	Rail Worker (Op)	656.90	34,268
Level 2	Rail Worker (Op)	698.40	36,433
Level 3	Rail Worker (Op)	773.40	40,346
Level 4	Rail Worker (Op)	848.30	44,253
Level 5	Rail Worker (Op)	929.00	48,463
Level 6	Rail Worker (Op)	993.00	51,802

Technical and Civil Infrastructure (T.C.I.)		Minimum Weekly Rate
		\$
Level 1	Rail Worker (T.C.I.)	675.50
Level 2	Rail Worker (T.C.I.)	701.70
Level 3	Rail Worker (T.C.I.)	725.80
Level 4	Rail Worker (T.C.I.)	764.90
Level 5	Rail Worker (T.C.I.)	798.80
Level 6	Rail Worker (T.C.I.)	834.40
Level 7	Rail Worker (T.C.I.)	900.20

14.2 Junior employees

Where the law permits junior employees to perform work in the rail industry, the junior employee will be entitled to the percentage of the applicable adult weekly

Rail Industry Award 2010

wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

Age	% of adult rate
16 years or less	75
At 17 years	85
At 18 years	100

14.3 Apprentices and trainees

[14.3 varied by [PR994538](#); substituted by [PR544285](#) ppc 01Jan14]

[14.3(a) varied by [PR559297](#) ppc 01Jan15]

- (a) The terms of this award apply to apprentices and trainees, subject to the provisions of an applicable contract of apprenticeship or training agreement operating under Federal, State or Territory apprenticeship or training legislation and the National Training Wage as set out in Schedule D—National Training Wage.
- (b) Trainees will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in Schedule D.
- (c) Apprentices who commenced before 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in the table below:

Year of apprentice	% of adult rate
1st year	45
2nd year	55
3rd year	75
4th year	88

[14.3(d) substituted by [PR566683](#) ppc 01Jul15]

- (d) Apprentices who commenced their apprenticeship on or after 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in the table below:

Year of Apprenticeship	Not completed year 12	Completed year 12
	% of rate for Level 4 Rail Worker (TCI) or Level 3 (Operations)	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	88	88

(e) Adult apprentices

- (i) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the rate prescribed for either Level 4 Rail Worker (TCI) or Level 3 (Operations) (whichever is applicable), or the rate prescribed by clause 14.3(d) for the relevant year of the apprenticeship, whichever is the greater.
- (ii) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1—Adult employees, or the rate prescribed by clause 14.3(d) for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

[14.3(f)—Apprentice conditions of employment inserted by [PR559297](#) ppc 01Jan15]

(f) Apprentice conditions of employment

- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (ii) For the purposes of clause 14.3(f)(i) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii) The amount payable by an employer under clause 14.3(f)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such

assistance or their employer has advised them in writing of the availability of such assistance.

- (iv) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (v) An employer may meet its obligations under clause 14.3(f)(iv) by paying any fees and/or cost of textbooks directly to the RTO.
- (vi) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (vii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule B—School-based Apprentices.
- (viii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

14.4 School-based apprentices

Arrangements for school-based apprentices are set out in Schedule B—School-based Apprentices.

14.5 Supported wage system

The supported wage arrangements for employees with a disability are set out in Schedule C—Supported Wage System.

15. Allowances and expenses

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR990845](#), [PR994538](#), [PR998118](#), [PR509168](#), [PR522998](#), [PR536801](#), [PR551724](#), [PR566825](#)]

15.1 Expenses incurred in the course of employment—applicable to all employees

[15.1—Allowances and expenses renamed as Expenses incurred in the course of employment—applicable to all employees by [PR994538](#) from 01Jan10]

(a) Meal allowance

[15.1(a) varied by [PR998118](#), [PR509168](#), [PR522998](#), [PR536801](#), [PR551724](#), [PR566825](#) ppc 01Jul15]

Employees who work more than two hours' overtime in a minimum of 10 hours on duty will be paid an allowance of \$15.56.

(b) Tool allowance

[15.1(b) varied by [PR998118](#) ppc 01Jul10]

A tradesperson required to provide and maintain the tools ordinarily required by that trade in the performance of work as a tradesperson must be paid a tool allowance of \$17.12 per week which must be included in and form part of the employee's ordinary rate of pay.

(c) Relocation allowance

Employees who are required by the employer to permanently transfer to a new location which requires the employee to move house will be reimbursed all reasonable and necessary out-of-pocket expenses for:

[15.1(c)(i) varied by [PR994538](#) from 01Jan10]

- (i) once only travel to the new location for the employee, spouse or de facto partner and dependents;
- (ii) costs of removal and relocation, including furniture and effects, legal costs for sale and/or purchase of new dwellings; and
- (iii) if unable to find permanent accommodation, reasonable payment of rent at temporary accommodation for a period of six weeks.

(d) Travel and incidentals

Employees who are required by their employer to undertake work away from their normal workplace which does not enable a return to their home will be reimbursed for the reasonable and necessary cost of the expenses they incur.

15.2 Allowances for responsibilities or skills that are not taken into account in rates of pay—applicable to all employees

[15.2—Allowances for responsibilities or skills that are not taken into account in rates of pay renamed as Allowances for responsibilities or skills that are not taken into account in rates of pay—applicable to all employees by [PR994538](#) from 01Jan10]

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid a weekly allowance of 1.9% of the [standard rate](#) if appointed by the employer as a first aid officer.

(b) Higher duties allowance

An employee performing the tasks, role and responsibilities of an employee at a higher classification on a temporary basis for one shift (or day, whichever is appropriate) must be paid at the higher wage rate for the period they perform those duties.

(c) On-call allowance

- (i)** Where the employer requires an employee to be on call during a period off duty, the employee will be entitled to be paid an allowance of 6.5% of daily rate calculated by reference to the [standard rate](#) each night or 16.3% of the daily rate calculated by reference to the [standard rate](#) when on call for a day and a night.
- (ii)** An employee on call means that such employee has been instructed, prior to ceasing duty, that the employee is or may be required to perform duty by way of receiving or making telephone calls, or to return to duty, before the next normal time of commencing duty.
- (iii)** The provisions of this clause do not apply to an employee who is not eligible for payment of overtime, except with the approval of the employer, or whose private telephone rental and local telephone call charges are paid by the employer.

15.3 Expenses incurred in the course of employment—applicable to technical and civil infrastructure employees

[15.3—Expenses incurred in the course of employment renamed as Expenses incurred in the course of employment—applicable to technical and civil infrastructure employees by [PR994538](#) from 01Jan10]

(a) Reimbursement for damage to personal property and supply of protective equipment

(i) Damage to clothing, spectacles, hearing aids and tools

Except where the clothing or item is paid for by the employer:

- Compensation must be made by an employer to an employee to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The employer's liability in respect of tools is limited to the tools of trade

which are ordinarily required for the performance of the employee's duties. Compensation is not payable if an employee is entitled to workers compensation in respect of the damage.

- Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

(ii) Protective clothing and equipment allowance

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in a State or Territory, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment.

15.4 Allowances and special rates for responsibilities, skills or disabilities that are not taken into account in rates of pay—applicable to technical and civil infrastructure employees

[15.4—Allowances and special rates responsibilities, skills or disabilities that are not taken into account in rates of pay renamed as Allowances and special rates for responsibilities, skills or disabilities that are not taken into account in rates of pay—applicable to technical and civil infrastructure employees by [PR994538](#) from 01Jan10]

Special rates: subject to clauses 15.4(a) and (b), the following rates must be paid to an employee including an apprentice and a junior:

(a) Rates not cumulative

- (i) Where more than one of the disabilities set out in clause 15.4 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.
- (ii) Provided that this does not apply in relation to wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

(b) Special rates are not subject to penalty additions

The rates in this clause must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

(c) Wet places

- (i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 2.9% of the [standard rate per hour](#) extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.
- (ii) This clause does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

(d) Confined spaces

An employee working in a confined space must be paid 3.8% of the [standard rate per hour](#) extra.

(e) Dirty work

Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid 2.9% of the [standard rate per hour](#) extra.

(f) Height money

[15.4(f) varied by [PR994538](#) from 01Jan10]

An employee other than a linesperson, linesperson's assistant or rigger and splicer, engaged in the construction, erection, repair and/or maintenance of structures at a height in each case of 15 metres or more directly above the nearest horizontal plane is to be paid 2.1% of the [standard rate per hour](#) extra.

(g) Insulation materials

An employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, must be paid 3.8% of the [standard rate per hour](#) extra.

(h) Explosive powered tools

An employee required to use explosive powered tools must be paid per day 7.5% of the [standard rate per hour](#) extra. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.

(i) Foundry allowance

(i) An employee working in a foundry must be paid an allowance of 2.2% of the [standard rate per hour](#) extra for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

(ii) The foundry allowance is payable instead of any payment otherwise due under clause 15.4.

(iii) For the purposes of this clause foundry work means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but does not include any operations performed in connection with:

- non-ferrous die casting (including gravity and pressure);
- casting of billets and/or ingots in metal moulds;

- continuous casting of metal into billets;
- melting of metal for use in printing; or
- refining of metal.

- (iv) An employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the eight hour period immediately following the cessation of foundry production.

15.5 Method of adjusting expense related allowances

[15.5 substituted by [PR994538](#) from 01Jan10; varied by [PR522998](#) ppc 01Jul12]

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

16. District allowances

[Varied by [PR994538](#); deleted by [PR561478](#) ppc 05Mar15]

17. Accident pay

[Varied by [PR994538](#), [PR503617](#); deleted by [PR561478](#) ppc 05Mar15]

18. Annualised wage and salary arrangements

[18.1 varied by [PR994538](#)]

- 18.1** An employer and an employee may agree to enter into an annualised salary arrangement instead of any or all of the following provisions of this award:

Clause 14—Classifications and minimum wage rates;

Clause 15—Allowances and expenses;

Clause 23—Overtime and penalty rates; and

Clause 24.3—annual leave loading.

- 18.2** Where an annualised salary is paid the employer must specify in writing the annual salary that is payable and what provisions of this award will not apply as a result of the annualised salary arrangement.
- 18.3** The annual salary must be no less than the amount the employee would have been entitled to receive under the rates and allowances prescribed by this award. The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award and may be relied upon to set off any such obligation, whether of a different character or not.
- 18.4** In addition to the requirements of clause 18.3, any written agreement under this clause must specify each separate component of the annualised wage or salary arrangement and any overtime or penalty assumptions and calculations commuted into the annualised arrangement.

[18.5 varied by [PR994538](#) from 01Jan10]

- 18.5** The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
- 18.6** The agreement may be terminated:

[18.5(a) renumbered as 18.6 by [PR994538](#) from 01Jan10]

- (a) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

19. Superannuation

[New 19 inserted by [PR545981](#)]

19.1 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

[Varied by [PR994538](#); 19 renumbered as 20 by [PR545981](#) ppc 01Jan14]

[19.1 varied by [PR994538](#) from 01Jan10]

- 20.1** This clause supplements Division 3 of the NES which deals with maximum weekly hours.

- 20.2** The ordinary hours of a full-time, part-time or casual employee will be in accordance with clause 10—Types of employment.

[19.3 varied by [PR994538](#) from 01Jan10]

- 20.3** For the purposes of s.63 of the Act, an employee's weekly hours may be averaged over a period of up to 16 weeks.
- 20.4** The ordinary hours of work for a day worker in a Clerical, Administration and Professional classification may be worked between 6.00 am and 6.30 pm. The ordinary hours of work for a day worker in a Technical and Civil Infrastructure classification may be worked between 6.00 am and 6.30 pm.
- 20.5** An employer and the majority of affected employees may agree to alter the spread of hours in clause 20.4.
- 20.6** Employees may be required to work up to 10 ordinary hours per day. If the employer and majority of affected employees agree, up to 12 ordinary hours per day may be worked.

21. Rostering

[20 renumbered as 21 by [PR545981](#) ppc 01Jan14]

- 21.1** The employer may change shift rosters or require an employee to work a different shift roster at the direction of the employer where operational circumstances require. The employer will provide the employee with as much notice as practicable prior to any change in the roster and, wherever possible, the employer will consult with the employee before any change to the roster is made.
- 21.2** The employer will arrange overtime work or shiftwork in a manner that ensures employees are provided with a break between work on successive days or shifts. The minimum break will reflect the operational requirements and conform to the principles of fatigue management.

22. Breaks

[21 renumbered as 22 by [PR545981](#) ppc 01Jan14]

An employee may be rostered for an unpaid meal break of not less than 30 minutes during the course of an eight hour shift provided that it does not interfere with operational requirements. Where an unpaid meal break is provided, the employee, where practical, should not be required to work more than five hours without a break.

23. Overtime and penalty rates

[Varied by [PR994538](#); 22 renumbered as 23 by [PR545981](#) ppc 01Jan14]

23.1 Overtime and penalties exclusion

- (a) An employee within the Clerical, Administrative and Professional classifications engaged on a base rate of pay per annum that is at or above Level 7 will not be entitled to overtime.

- (b) An employee working on a Saturday, Sunday or public holiday or working overtime will not receive a payment of a shift penalty.

23.2 Except as provided otherwise in this clause employees will be entitled to be paid:

- (a) A loading of 50% of the ordinary hourly base rate of pay for the first three hours, and 100% of the ordinary hourly base rate of pay thereafter for any time worked outside of ordinary hours on a Monday to Friday, except for public holidays.
- (b) For all ordinary hours and overtime worked between midnight Friday and midnight Saturday a loading of 50% of the ordinary hourly base rate of pay.
- (c) For a minimum of four hours if recalled to work overtime after leaving the employer's premises.

23.3 Time off instead of overtime payment

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.
- (b) The employee may take one hour of time off for each hour of overtime, paid at the employee's ordinary hourly base rate of pay.

23.4 Shift work penalties

[22.4 substituted by [PR994538](#) from 01Jan10]

- (a) For each hour worked whilst on early morning shift or afternoon shift, an employee will be paid a loading of 13.23% of the [standard rate per hour](#).
- (b) For each hour worked whilst on night shift, an employee will be paid a loading of 15.73% of the [standard rate per hour](#).
- (c) For each hour worked whilst on permanent night shift, an employee will be paid a loading of 29.86% of the [standard rate per hour](#).

23.5 Sunday work

An employee will be paid a loading of 100% of the ordinary hourly base rate of pay for any hours, ordinary and overtime, worked on a Sunday.

23.6 Public holidays

An employee will be paid a loading of 150% of the ordinary hourly base rate of pay, for any hours, ordinary and overtime, worked on a public holiday.

Part 6—Leave

24. Annual leave

[Varied by [PR994538](#); 23 renumbered as 24 by [PR545981](#) ppc 01Jan14]

[23.1 varied by [PR994538](#) from 01Jan10]

24.1 This clause of the award supplements Division 6 of the NES which deals with annual leave.

[23.2 varied by [PR994538](#) from 01Jan10]

24.2 For the purposes of Division 6 of the NES a shiftworker as defined in this award and a permanent night shiftworker are entitled to five weeks of paid annual leave.

[23.3 varied by [PR994538](#) from 01Jan10]

24.3 Subject to clause 24.4, when an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the base rate of pay for the period in addition to the payment required to be made under Division 6 of the NES. The annual leave loading for a shiftworker is 20%.

24.4 By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

24.5 An employer may direct an employee to take paid annual leave if the employee has accrued more than eight weeks' paid annual leave, and the employer and employee are unable to reach agreement on the taking of the leave. An employer must give an employee at least 28 days' notice prior to the date the employee is required to commence the leave.

25. Personal/carer's leave and compassionate leave

[24 varied by [PR994538](#); 24 renumbered as 25 by [PR545981](#) ppc 01Jan14]

Personal/carer's leave and compassionate leave are provided for in Division 7 of the NES.

26. Community service leave

[25 varied by [PR994538](#); 25 renumbered as 26 by [PR545981](#) ppc 01Jan14]

Community service leave is provided for in Division 8 of the NES.

Schedule A—Classification Definitions

[Sched A varied by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR551603](#), [PR566683](#) ppc 01Jul15]

Clerical, Administrative and Professional Classifications

Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee's skills, competence and training.

Level	Tasks and Functions	Minimum Weekly Rate \$
1	<p>Employees at this level will include the initial recruit who may have limited relevant experience.</p> <ul style="list-style-type: none"> Initially work is performed under close direction using established practices, procedures and instructions. Employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate office equipment. Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification. 	692.60
2	<p>Employees at this level are responsible and accountable for their own work which is performed within established guidelines and processes.</p> <ul style="list-style-type: none"> In some situations detailed instructions may be necessary. The employees may be required to exercise limited judgment and initiative within the range of their skills, training and knowledge. The work of these employees may be subject to progress and final checking. Employees may be required to check the work of and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level. Employees at this level may have a certification in a relevant area of their duties. 	750.20

Rail Industry Award 2010

Level	Tasks and Functions	Minimum Weekly Rate \$
3	<p>Employees at this level have achieved a standard to be able to perform some specialised or routine tasks or features of the work.</p> <ul style="list-style-type: none"> • Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties. • Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2. • Employees at this level would be able to train Level 1 and 2 employees by means of personal instruction and demonstration. • Employees will hold an associate diploma or equivalent allowing them to perform the specialised tasks. • This level will include university graduates within their first and second year post graduation with no prior industry relevant experience. 	779.10
4	<p>Employees at this level will have achieved a level of organisational or industry specific knowledge sufficient for them to give general advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p> <ul style="list-style-type: none"> • They would require only limited guidance or direction and would normally report to more senior staff as required. • They will exercise initiative, discretion and judgment at times in the performance of their duties. • Whilst not a prerequisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems. • They are able to train employees in Levels 1 to 3 by personal instruction and demonstration. • Employees at this level will have relevant tertiary qualifications or equivalent. 	813.60
5	<p>Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities.</p>	882.80

Rail Industry Award 2010

Level	Tasks and Functions	Minimum Weekly Rate \$
	<ul style="list-style-type: none"> • Employees at this level will contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise. • They are responsible and accountable for their own work. • They may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced. • They may be required to counsel staff for performance as well as work related matters. • They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. • They would also be able to assist in the delivery of training courses. • They often exercise initiative, discretion and judgment in the performance of their duties. • Employees at this level will have relevant tertiary qualifications or equivalent. 	
6	<p>The employee would be undertaking detailed research and analysis, preparing documents such as complex estimates and reports.</p> <ul style="list-style-type: none"> • The employee would have specialist and detailed knowledge of systems such as timetabling, network operations and infrastructure configurations, accounting, human resources and applicable legislation. • An employee at this level would be expected to have a high level of verbal and written communication skills and interpersonal skills. • They would have the ability to analyse situations and take corrective action where required, applying problem-solving methodologies where applicable. • Whilst not necessarily working autonomously, the employee would be expected to be responsible for the accuracy and timeliness of their work without direct supervision. 	946.20
7	<p>Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p> <ul style="list-style-type: none"> • Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to provide specialist advice on a range of activities. 	1003.80

Rail Industry Award 2010

Level	Tasks and Functions	Minimum Weekly Rate \$
	<ul style="list-style-type: none"> • They will be required to contribute to the determination of objectives within the relevant field of their expertise. • They are responsible and accountable for their own work and will have delegated responsibility for the work under their control or supervision in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced. • They will be required to counsel staff for performance as well as work related matters. • At this level the employee would oversee resources to ensure maximum asset or staff utilisation such as crew rostering or timetable preparation. • The employee may be liaising with external stakeholders and may be preparing strategies to meet financial targets or correct adverse trends or assisting in developing budgets. • They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. • They are able to undertake the delivery of training courses. • They often exercise initiative, discretion and judgment in the performance of their duties. • Employees at this level will have relevant tertiary qualifications or equivalent. 	
8	<p>The employee would be supervising the day-to-day activities of others and managing their rosters and relief.</p> <ul style="list-style-type: none"> • They may be delivering training to others. • Employees at this level will provide expert interpretation of documents and legislation. • The employee would be liaising with senior managers on complex matters and provide specialised reports on payroll or budgets. • The employee would have strong interpersonal skills and an ability to work autonomously. • They would have a high level of knowledge of specialised computer systems. • The employee can be expected to have four years post-tertiary qualifications experience or equivalent in their specialised area. 	1130.60

Level	Tasks and Functions	Minimum Weekly Rate \$
9	The employee will provide guidance and direction to staff supervising others. The employee will have high level specialised skills.	1355.40

Operations Classifications

Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee's skills, competence and training.

Level	Tasks and Functions	Minimum Weekly Rate \$
1	<p>Employees at this level undertake and successfully complete standard induction training and will be required to:</p> <ul style="list-style-type: none"> • Be responsible for personal safety and use the protective equipment provided to perform work safely. • Undertake a range of functions with a basic knowledge of policies, procedures and guidelines using a sound level of skill to perform the functions. • Perform routine customer service, presentation and operations duties requiring minimal judgment. • Undertake tasks with direct supervision and guidance. 	656.90
2	<p>Employees at this level will be required to:</p> <ul style="list-style-type: none"> • Perform semi-skilled work using relevant plant and equipment. • Undertake a range of functions with a sound knowledge of policies, procedures and guidelines using a sound level of skill to perform the functions. • Exercise discretion within their skill level and be responsible for the quality of the work. • Provide some supervision of staff undertaking routine customer service, presentation and operations duties. • Be able to implement and direct safe working requirements. • Undertake tasks with supervision and guidance. 	698.40

Rail Industry Award 2010

Level	Tasks and Functions	Minimum Weekly Rate \$
3	<p>Employees at this level will be required to:</p> <ul style="list-style-type: none"> • Undertake a range of functions with a detailed knowledge of policies, procedures and guidelines using a substantial level of skill to perform the functions. • Be able to plan tasks and select the appropriate equipment and procedures from known alternatives, taking responsibility for the work of others. • Apply skills and knowledge in complex but routine work situations where discretion and judgment are involved. • Understand and apply quality control techniques. • Have acquired skills and knowledge through completion of relevant trade level qualifications or have the practical experience which has equipped the employee with an equivalent level of skills and knowledge. • Exercise discretion within the scope of this level, undertake tasks with limited supervision and guidance and assist in the provision of on-the-job training. 	773.40
4	<p>Employees at this level will have the level of skill or knowledge required to perform this work through the completion of a post trade certificate or equivalent, or through acquisition of practical skill and knowledge which has equipped the employee with the equivalent level of skill or knowledge. Employees will:</p> <ul style="list-style-type: none"> • Undertake a range of functions with a detailed knowledge of policies, procedures and guidelines using a substantial level of skill to perform the functions. • Be required to complete work of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations. • Supervise staff undertaking complex but routine work. • Be capable of the safe operation of locomotives and other rolling stock. • Undertake tasks with little supervision and guidance. 	848.30

Level	Tasks and Functions	Minimum Weekly Rate \$
5	<p>Employees at this level will hold a trade level qualification used in the operations and have acquired additional knowledge by having satisfactorily completed a prescribed post trade course or achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means. Employees will:</p> <ul style="list-style-type: none"> • Undertake a range of functions with extensive knowledge of policies, procedures and guidelines using a high level of skill to perform the functions. • Be capable of: <ul style="list-style-type: none"> • providing the day-to-day leadership, direction, co-ordination and supervision of support staff; • working within budgets, co-ordinating or supervising others to optimise team performance; and • training staff in the performance of safety critical operations. • Tasks are undertaken with no supervision. <p>This level includes a locomotive freight driver when actually in driver only operation on a main line or the driver of a train exceeding 3,000 tonnes but less than 8,000 tonnes.</p>	929.00
6	<p>Employees at this level hold specialist skills and knowledge in the operations and have completed trade and post trade certificate qualifications or equivalent achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means. The employee will:</p> <ul style="list-style-type: none"> • Undertake a range of functions with a detailed extensive knowledge of policies, procedures and guidelines using a high level of skill to perform the functions. • Be responsible for the delivery of safety critical operations. • Undertake tasks with no supervision and provide guidance and assistance to others. • Undertake functions including substantial leadership, direction, management and support of staff, but not the overall leadership and management of major/complex locations/terminals. • Be capable of delivering detailed training to others in the performance of complex but predictable functions. <p>This level includes a locomotive freight driver when actually the driver of a train of 8,000 tonnes.</p>	993.00

Technical and Civil Infrastructure Classifications

Preamble

Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The employer will ensure employees undertake duties which are within the limits of the employee's skills, competence and training.

Level	Tasks and Functions	Minimum Weekly Rate \$
1	<p>An employee at this level performs routine duties essentially of a manual nature and to the level of their training. These include:</p> <ul style="list-style-type: none"> • Performing general labouring and cleaning duties. • Exercising minimal judgment. • Working under direct supervision. • Undertaking structured training so as to enable them to work at a Level 1. • Observes and applies all relevant rules, regulations, and instructions including attendance policies and instructions, rostered hours, wearing protective clothing, footwear and equipment, and safety and safeworking notices or instructions. 	675.50
2	<p>An employee at this level:</p> <ul style="list-style-type: none"> • Works in accordance with standard operating procedures and established criteria. • Works under direct supervision either individually or in a team environment. • Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults. • Follows safe work practices and can report workplace hazards. 	701.70
3	<p>An employee at this level would have completed a Level I or Level II certificate or equivalent and is:</p> <ul style="list-style-type: none"> • Responsible for the quality of their own work subject to routine supervision. • Works under routine supervision either individually or in a team environment. • Exercises discretion within their level of skills and training. 	725.80

Rail Industry Award 2010

Level	Tasks and Functions	Minimum Weekly Rate \$
	<ul style="list-style-type: none">• Assists in the provision of on-the-job training.	
4	<p>An employee at this level would possess a trade certificate (Certificate Level III) and is able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level. An employee at this level:</p> <ul style="list-style-type: none">• Understands and applies quality control techniques.• Exercises good interpersonal and communication skills.• Exercises discretion within the scope of this level.• Performs work under limited supervision either individually or in a team environment.• Operates lifting equipment incidental to their work.• Performs non-trade tasks incidental to their work.• Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training.• Inspects products and/or materials for conformity with established operational standards.	764.90
5	<p>An employee at this level would supervise non-trades staff (civil) or have experience in their trade stream and will be undertaking theoretical and practical training to attain qualifications for a Certificate Level IV. An employee at this level:</p> <ul style="list-style-type: none">• Provides limited technical guidance.• Prepares technical reports to the level of their competence.• Complies with quality and costs targets.	798.80
6	<p>An employee at this level would possess a Certificate Level IV and is able to exercise the skills and knowledge of their trade so as to enable the employee to perform work within the scope of this level. An employee at this level:</p> <ul style="list-style-type: none">• Is able to provide trade guidance and assistance as part of a work team.• Provides training in conjunction with supervisors and trainers.• Understands and implements quality control techniques.	834.40

Rail Industry Award 2010

Level	Tasks and Functions	Minimum Weekly Rate \$
	<ul style="list-style-type: none">• Works under limited supervision either individually or in a team environment.• Operates lifting equipment incidental to their work.• Performs non-trade tasks incidental to their work.	
7	<p>An employee at this level:</p> <ul style="list-style-type: none">• Provides technical guidance or assistance within the scope of this level.• Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence.• Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task.• Acts as a Work Group Leader (signals) or provides system supervision and assists in the provision of on-the-job training in conjunction with supervisors and trainers.	900.20

Schedule B—School-based Apprentices

[Sched B substituted by [PR994538](#); varied by [PR544285](#) ppc 01Jan14]

- B.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- B.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- B.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- B.4** For the purposes of clause B.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- B.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- B.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- B.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[B.8 substituted by [PR544285](#) ppc 01Jan14]

- B.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[B.9 substituted by [PR544285](#) ppc 01Jan14]

- B.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[B.10 substituted by [PR544285](#) ppc 01Jan14]

- B.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- B.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule C—Supported Wage System

[Sched C inserted by [PR994538](#) from 01Jan10; varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542135](#), [PR551831](#), [PR568050](#)]

- C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[C.2 varied by [PR568050](#) ppc 01Jul15]

- C.2** In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

- C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

- C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

- C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#) ppc 01Jul15]

- C.4.2** Provided that the minimum amount payable must be not less than \$81 per week.
- C.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

- C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542135](#) ppc 04Dec13]

- C.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[C.6.2 varied by [PR542135](#) ppc 04Dec13]

- C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#) ppc 01Jul15]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$81 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

[Sched D inserted by [PR994538](#); varied by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR545787](#), [PR551603](#), [PR566683](#)]

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- D.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

[D.5 substituted by [PR997896](#), [PR509046](#), [PR522877](#), [PR536680](#), [PR551603](#), [PR566683](#) ppc 01Jul15]

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70
Wage Level C	547.50	568.20

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.71	10.70

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant

minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

[Note inserted by [PR545787](#) ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by this clause.

- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix D1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I
	II
	III
Beauty	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Refining	I
	II
	III
Civil Construction	III
Coal Training Package	II
	III
Community Services	II
	III
Construction, Plumbing and Services Integrated Framework	I
	II
	III
Correctional Services	II
	III
Drilling	II
	III
Electricity Supply Industry—Generation Sector	II
	III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I
	II
	III (in Western Australia only)
Financial Services	I
	II
	III
Floristry	III
Food Processing Industry	III

Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

D1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

D1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

ARTC FATAL & SEVERE RISK PROGRAM

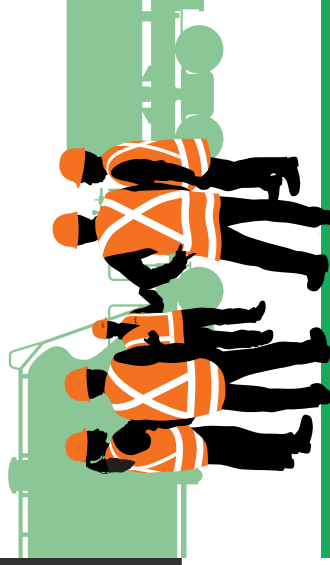
LIFESAVING BEHAVIOURS

—

NO ONE IS HARMED AT WORK
OR ON OUR NETWORK



ARTC



NO HARM

WE TAKE CARE.
WE LOOK OUT FOR EACH OTHER.
WE FIND SAFE WAYS.



NO HARM IS ABOUT MORE THAN BEING PHYSICALLY SAFE.
IT'S ALSO ABOUT TAKING RESPONSIBILITY FOR WHAT WE DO,
AND HOW WE ACT IN THE COMMUNITY, IN THE CORRIDOR AND
AROUND THE OFFICE.

FATAL & SEVERE RISK PROGRAM

The ARTC Fatal & Severe Risks have been developed from the analysis of incident and industry data to address fatal and severe risk events on the ARTC Network.

WE WILL ALWAYS:

Present ourselves FIT FOR WORK, free from alcohol, drugs and are not fatigued.

WEAR the correct PPE for the task required.

Ensure we are TRAINED and COMPETENT for the task.

STOP work if the task cannot be performed safely.

STOP work when we see an UNSAFE ACT – take responsibility for our own safety and that of others.

STOP AND THINK

What am I about to do?

What can go wrong?

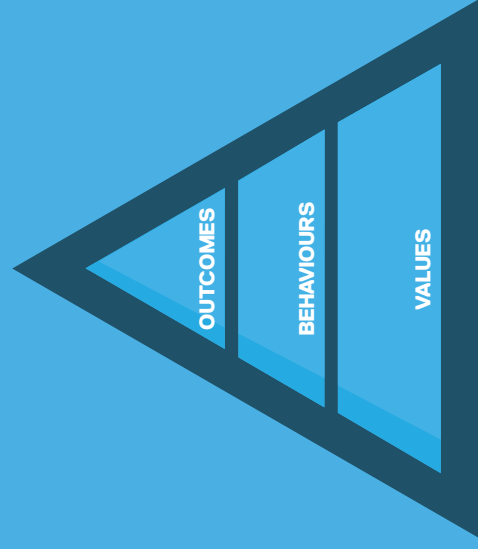
What can I do about it?

REPORT all HAZARDS and NEAR MISSES to

hv-sct@artc.com.au (Hunter Valley)

hazard@artc.com.au (Interstate Services)

safetymatters@artc.com.au (Support Divisions)



FATAL & SEVERE RISK

01

VEHICLE ACCIDENTS (INCL RRV)



LIFE SAVING BEHAVIOURS

**I WILL ALWAYS
BE FIT FOR
THE JOURNEY
AND DRIVE TO
THE CURRENT
CONDITIONS**



WHAT DOES FIT FOR THE JOURNEY MEAN?

- You are not impaired by medications, drugs, alcohol or fatigue.
- You are capable and licenced to drive and safely operate the vehicle.

WHAT DOES DRIVE TO CONDITIONS MEAN?

- Adjust driving to suit the environment in which you are to drive.
- Applies to public roads and non-public roads.
- Fog, rain, twilight, darkness, wildlife, pedestrians and traffic create hazardous conditions.

MANAGING RISKS - WHAT CAN YOU DO?

- Always plan your journey and breaks.
- Always wear a seat belt and do not use a mobile phone when driving
- Do not speed and always maintain safe braking distance between vehicles.
- Limit travel in darkness to essential work.
- Ensure loads are within vehicle rating, effectively secured and load distribution is correct.
- Do a pre-start inspection on the vehicle, including wheel nut indicators.
- Always secure the vehicle when not in use.
- Ensure access tracks are fit for use and ensure correct recovery equipment is carried.
- Identify and protect unsafe access tracks and report to your supervisor.



FATAL & SEVERE RISK

02

MANUAL HANDLING



LIFE SAVING BEHAVIOURS

**I WILL ALWAYS LIFT
AND WORK WITHIN
MY OWN CAPABILITY
AND IMMEDIATELY
REPORT ANY SPRAIN
OR STRAIN TO
MY LEADER SO IT
CAN BE MANAGED
EFFECTIVELY**



WHAT IS MANUAL HANDLING?

- Where you lift, lower, push, pull, carry or move an object.
- Can involve repetitive, sustained or sudden movements

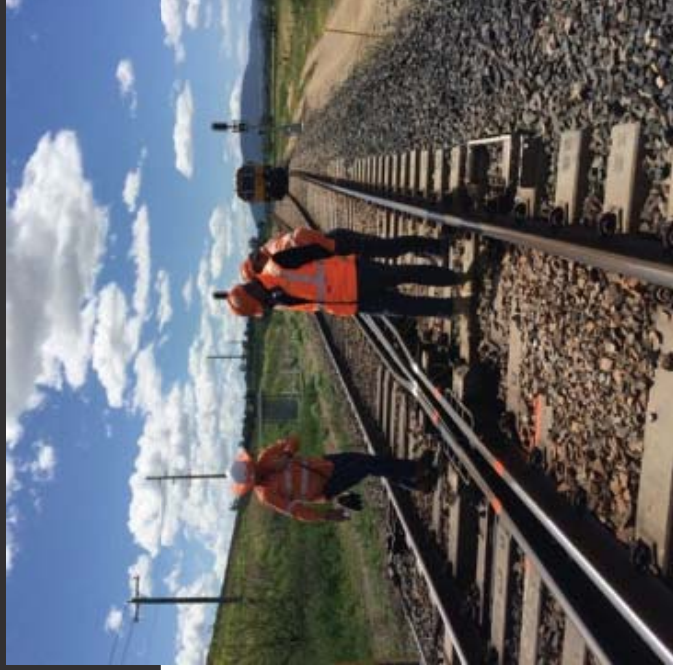
MANAGING RISKS - WHAT CAN YOU DO?

- Get assistance from others when you need it.
- Use mechanical aids wherever possible.
- Always know and lift within your ability.
- Ensure you are trained in correct manual handling techniques.
- Always assess the risks of manual tasks.
- Ensure correct PPE is being worn for the task being undertaken.
- Ensure frequent rest breaks and job rotation to avoid repetitive injury.



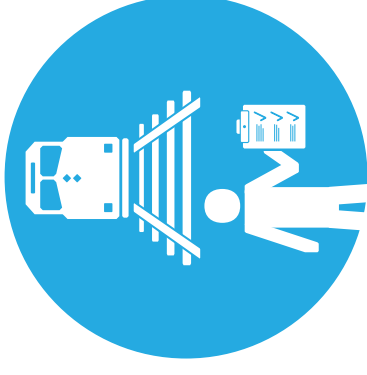
FATAL & SEVERE RISK

03



LIFE SAVING BEHAVIOURS

**I WILL ALWAYS USE
OR AUTHORISE THE
SAFEST WORK ON
TRACK AUTHORITY
TO SUIT THE TASK
BEING PERFORMED
TO PROTECT THE
WORK GROUP USING
CLEAR AND CONCISE
COMMUNICATION**



WHAT IS A WORK ON TRACK AUTHORITY?

- A work on track authority is an authority granted by network control in order for your workgroup to perform work on track.
- Always use the safest work on track authority to suit your task.

MANAGING RISKS - WHAT CAN YOU DO?

- Ensure clear and concise communications are maintained with Network Control.
- Always ensure the location of the work group is clear and understood.
- Where necessary appropriate blocking facilities to protect the workgroup are in place.
- When using plant and machinery consider the risk to foul the adjacent line.
- Ensure you actively participate in the worksite protection plan briefing.
- Wear correct PPE and high visible clothing for the task.



FATAL & SEVERE RISK

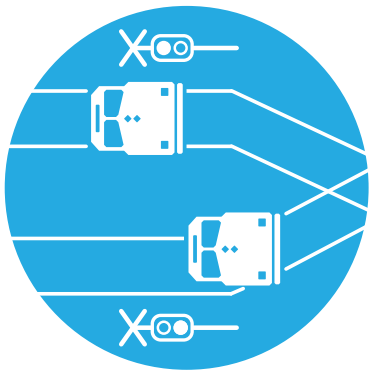
04

RAIL TRAFFIC COLLISION



LIFE SAVING BEHAVIOURS

I WILL ALWAYS ENSURE THE CORRECT ROUTE IS PLANNED AND PRIORITISED CLEAR OF CONFLICTION USING CLEAR AND CONCISE COMMUNICATIONS



WHAT IS CLEAR OF CONFLICTION?

- A condition that is free of a collision with anything else occurring.

WHAT IS CLEAR & CONCISE COMMUNICATION?

- You understand what you need to communicate.
- You use a means to convey a brief message that is to the point and understood by the person you are communicating with.
- You stick to the point and keep it brief.

MANAGING RISKS - WHAT CAN YOU DO?

- Always ensure train movements are planned safely.
- Always communicate briefly and clearly and have the receiver repeat your message to confirm communications.
- Always use signalled routes where available.
- Always ensure Proceed Authorities are planned and prioritised.
- Always respond to equipment failures and warning alarms by initiating a timely response.
- Always ensure all rail traffic in the section is identified confirming the correct train in the right location.
- When using an un-signalled route confirm there is no conflicting rail traffic or set routes set and that points are set and locked for the intended.



FATAL & SEVERE RISK

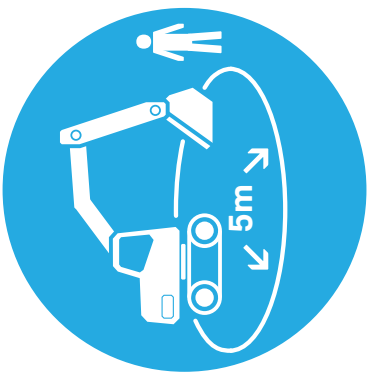
05

STRUCK BY MOBILE PLANT



LIFE SAVING BEHAVIOURS

I WILL ALWAYS STAY CLEAR OF MOBILE PLANT EXCLUSION ZONES UNLESS I HAVE BEEN AUTHORISED TO ENTER



WHAT IS A MOBILE PLANT EXCLUSION ZONE?

- The no go area surrounding operating mobile plant. (Minimum 5 metres).
- Should be identified by visible bollards or signage.

MANAGING RISKS - WHAT CAN YOU DO?

- Always ensure adequate supervision is provided where mobile plant is being used.
- Always establish and keep out of exclusion zones unless authorised to enter.
- Always maintain visual and verbal contact with the plant operator when authorised to be in the exclusion zone.
- Ensure you are competent and authorised to operate the specific mobile plant.
- Always complete pre-start inspections on the mobile plant ensuring mobile plant warning devices are working correctly.



FATAL & SEVERE RISK

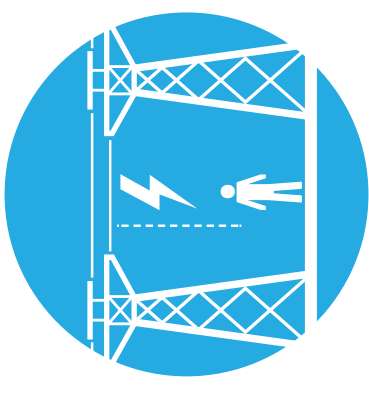
06



CONTACT WITH ELECTRICITY

LIFE SAVING BEHAVIOURS

I WILL ONLY WORK ON OR NEAR ELECTRICAL EQUIPMENT THAT HAS BEEN ISOLATED AND TESTED FOR DEAD UNLESS AUTHORISED



WHAT IS EXTRA LOW VOLTAGE?

- Does not exceed 50 volts alternating current (50 Vac) or 120 volts ripple-free direct current (120 V ripple-free dc)
- Found in some rail signal communications (level crossing signals)
- 120 volt ac signalling equipment is NOT extra low voltage.

MANAGING RISKS - WHAT CAN YOU DO?

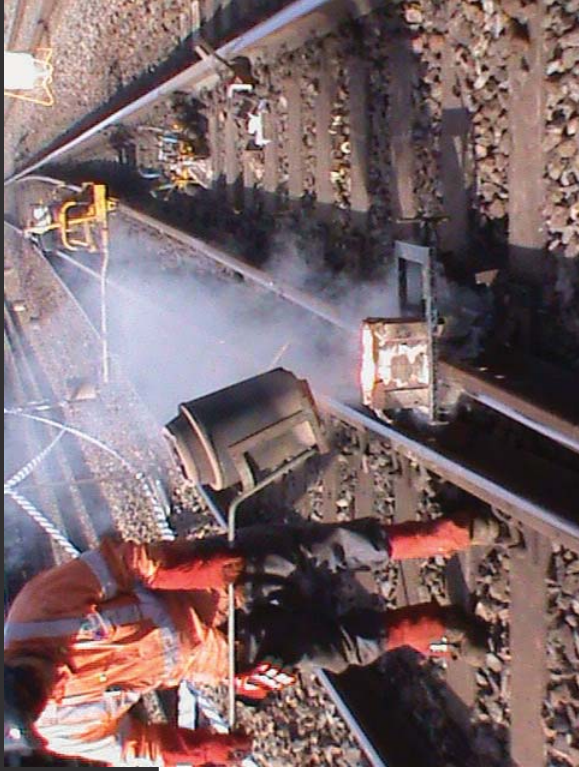
- Always isolate and TEST for DEAD before you touch.
- Ensure you maintain safe approach distances to electrical services.
- Only competent and authorised workers are able to assess electrical risks and perform electrical work.
- Always identify the correct location of overhead and underground services.



FATAL & SEVERE RISK

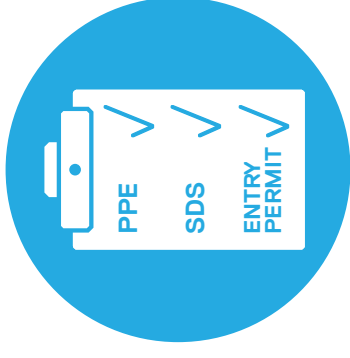
07

HAZARDOUS CHEMICALS, HOT MATERIALS AND CONFINED SPACES



LIFE SAVING BEHAVIOURS

I WILL ALWAYS USE THE CORRECT PPE FOR THE TASK AND COMPLY WITH CONFINED SPACE ENTRY PERMITS



WHAT IS A CONFINED SPACE?

- Places that are usually not designed for people to work in.
- Have poor ventilation and hazardous atmospheres are common.
- Not always obvious to identify the hazards.

WHAT ARE HAZARDOUS CHEMICALS?

- A substance, mixture or article that can harm you.
- Can cause immediate and long term health effects.
- Exposure by inhaling, skin contact or ingestion.

WHAT ARE HOT MATERIALS?

- Materials that have been heated using an energy source.
- A result of welding, grinding or soldering activities.
- Can also include heated water in the kitchen.

MANAGING RISKS - WHAT CAN YOU DO?

- Always refer to the Safety Data Sheet and GHS labelling for safe use, handling and storage.
- Always use a confined space entry permit.
- Ensure you identify, select and use the correct PPE for the task.
- Always maintain adequate ventilation.



FATAL & SEVERE RISK

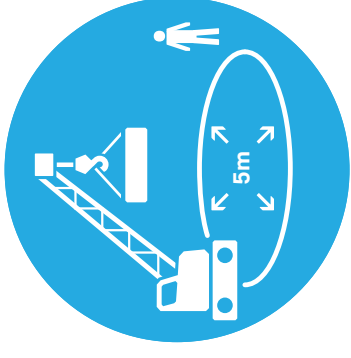
08



**CRUSHED BY A CRANE
OR LIFTED LOAD**

LIFE SAVING BEHAVIOURS

**I WILL ALWAYS
STAY CLEAR
OF POTENTIAL
'CRUSH ZONES' OR
'SUSPENDED LOADS'**



WHAT IS A CRUSH ZONE?

- A position where you can be crushed by one or more moving objects.

WHAT IS A SUSPENDED LOAD?

- An object that is temporarily raised, lowered, moved and hangs above the ground.

MANAGING RISKS - WHAT CAN YOU DO?

- Always plan the lift and assess the risks.
- Only use plant that is designed to lift or suspend the load.
- Always establish and keep out of exclusion zones.
- Ensure you are competent to operate the lifting plant.
- Always conduct pre-start inspections on the lifting plant.
- Ensure you are competent to select, inspect and apply slinging techniques.
- Always ensure effective communication with plant operators.



FATAL & SEVERE RISK

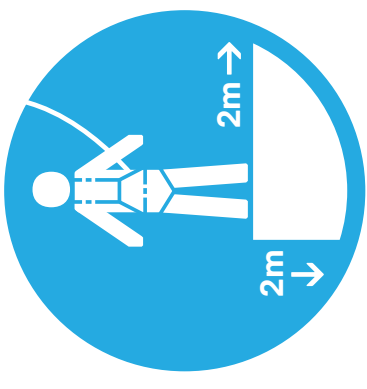
09



FALL FROM HEIGHT

LIFE SAVING BEHAVIOURS

**I WILL ALWAYS
USE ADEQUATE
PROTECTION
WHERE I CAN FALL
MORE THAN 2M
OR WITHIN 2M
OF AN EDGE**



WHAT IS ADEQUATE PROTECTION?

- Hard barrier between you and the fall.
- Hand rails and work platforms.
- Scaffolding and secured ladders.
- Barricades and delineation to restrict access to an edge.



MANAGING RISKS - WHAT CAN YOU DO?

- Inspect the workplace and assess the risks of falling.
- Wherever possible, work from the ground or from a solid construction.
- Ensure you identify and use adequate protection when working at heights.
- Ensure you are trained to work at heights.
- Ensure heights equipment is inspected before use.
- Always plan the work.



FATAL & SEVERE RISK

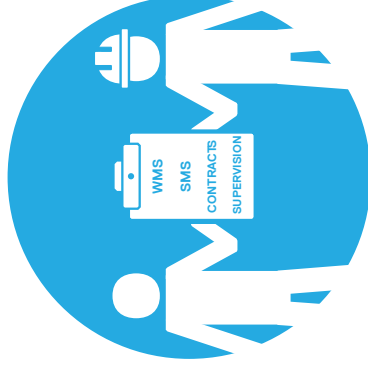
10

CONTRACTOR MANAGEMENT



LIFE SAVING BEHAVIOURS

**I WILL ACTIVELY
MANAGE
CONTRACTORS I
AM RESPONSIBLE
FOR TO SAFELY
DELIVER WORK
AND COMPLY WITH
ARTC LIFE SAVING
BEHAVIOURS**



WHAT IS CONTRACTOR MANAGEMENT?

- The process to effectively manage work outsourced to a contractor.
- Requirement to ensure the contractor delivers what has been agreed.

MANAGING RISKS - WHAT CAN YOU DO?

- Contractors are always identified, selected and engaged to meet ARTC requirements.
- Ensure contractors are inducted and have the required competencies.
- Ensure adequate supervision is provided.
- Always consult with contractors to manage the risks.
- Ensure contractor work is performed to required specifications and meets ARTC standards.



FATAL & SEVERE RISK

SUMMARY

01 VEHICLE ACCIDENTS (INCLUDING RRV)

I will always be fit for the journey and drive to the current conditions



02 MANUAL HANDLING

I will always lift and work within my own capability and immediately report any sprain or strain to my leader so it can be managed effectively



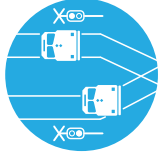
03 STRUCK BY RAIL TRAFFIC

I will always use or authorise the safest work on track authority to suit the task being performed to protect the work group using clear and concise communication



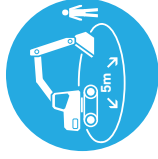
04 RAIL TRAFFIC COLLISION

I will always ensure the correct route is planned and prioritised clear of conflict using clear and concise communications



05 STRUCK BY MOBILE PLANT

I will always stay clear of mobile plant exclusion zones unless I have been authorised to enter



06

CONTACT WITH ELECTRICITY

I will only work on or near electrical equipment that has been isolated and tested for dead unless authorised



07

HAZARDOUS CHEMICALS, HOT MATERIALS AND CONFINED SPACES

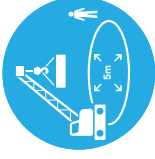
I will always use the correct PPE for the task and comply with confined space entry permits



08

CRUSHED BY A CRANE OR LIFTED LOAD

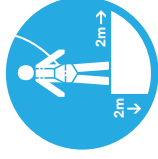
I will always stay clear of potential 'crush zones' or 'suspended loads'



09

FALL FROM HEIGHT

I will always use adequate protection where I can fall more than 2m or within 2m of an edge



10

CONTRACTOR MANAGEMENT

I will actively manage contractors I am responsible for to safely deliver work and comply with at-risk life saving behaviours



FATAL & SEVERE RISK PROGRAM

REPORT ALL INCIDENTS, HAZARDS AND UNSAFE ACTS

(ref Safety Policy)

REPORT ALL NEAR MISS, INCIDENTS AND HAZARDS

(ref Near Miss / Incident / Hazard Report Form)

(Hunter Valley) Send completed form to hv-sct@artc.com.au

(Interstate Services) Send completed form to hazard@artc.com.au

(Support Divisions) Send completed form to safetymatters@artc.com.au

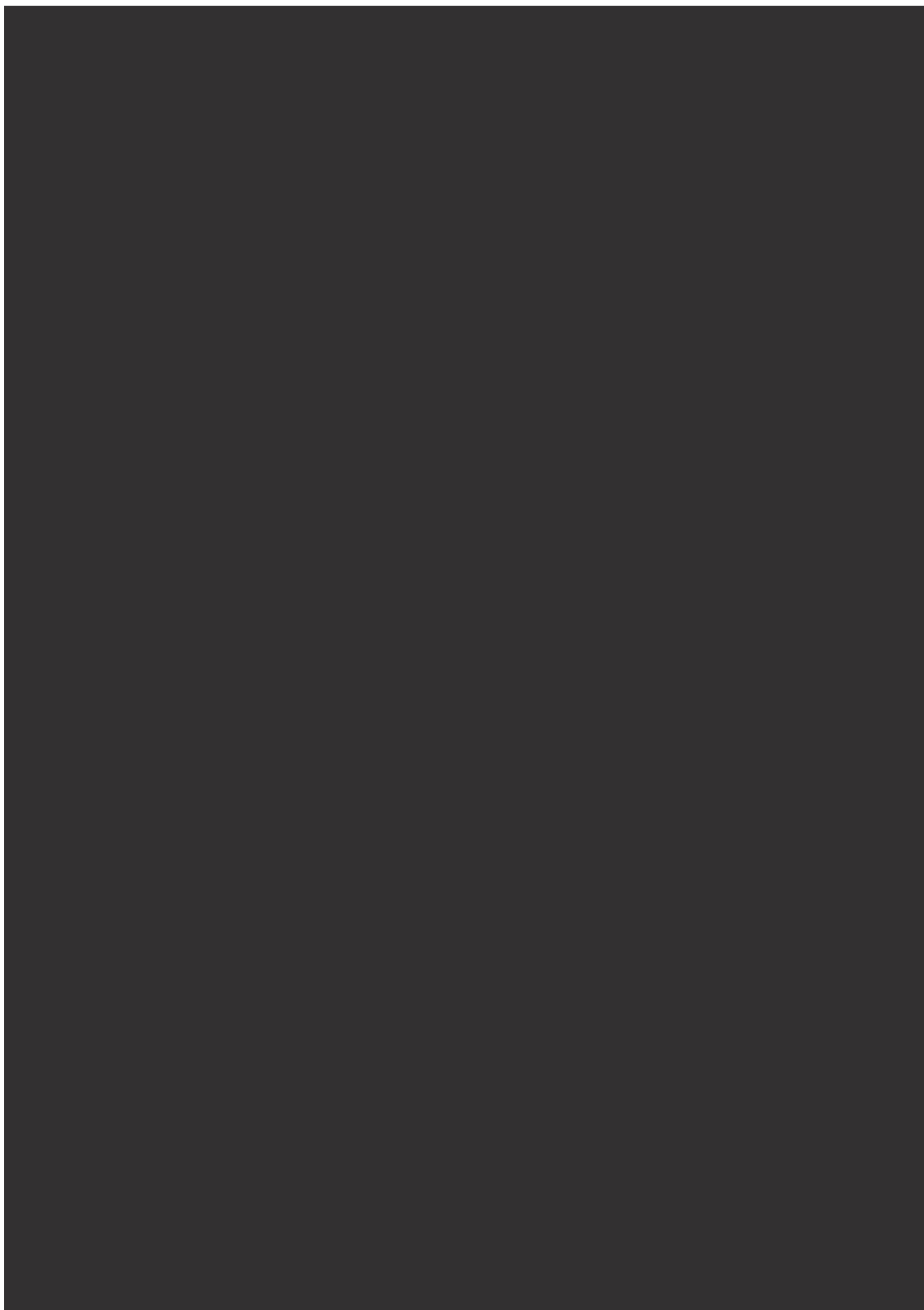
EMPLOYEE INJURY HOTLINE

1800 686 130

EMPLOYEE ASSISTANCE PROGRAM

1300 361 008

In our world, safety is everything. We care about people, environment and communities. It doesn't matter how big or small, doing things safely means doing things right. No one is harmed at work or on our network.



ARTC FATAL & SEVERE RISK PROGRAM

LIFE SAVING BEHAVIOURS

01 VEHICLE ACCIDENTS (INCLUDING RRV)

I will always be fit for the journey and drive to the current conditions



02 MANUAL HANDLING

I will always lift and work within my own capability and immediately report any sprain or strain to my leader so it can be managed effectively



03 STRUCK BY RAIL TRAFFIC

I will always use or authorise the safest work on track authority to suit the task being performed to protect the work group using clear and concise communication



04 RAIL TRAFFIC COLLISION

I will always ensure the correct route is planned and prioritised clear of confliction using clear and concise communications



05 STRUCK BY MOBILE PLANT

I will always stay clear of mobile plant exclusion zones unless I have been authorised to enter



ARTC FATAL & SEVERE RISK PROGRAM

LIFE SAVING BEHAVIOURS

06 CONTACT WITH ELECTRICITY

I will only work on or near electrical equipment that has been isolated and tested for dead unless authorised



07 HAZARDOUS CHEMICALS, HOT MATERIALS AND CONFINED SPACES

I will always use the correct PPE for the task and comply with confined space entry permits



08 CRUSHED BY A CRANE OR LIFTED LOAD

I will always stay clear of potential 'crush zones' or 'suspended loads'



09 FALL FROM HEIGHT

I will always use adequate protection where I can fall more than 2m or within 2m of an edge



10 CONTRACTOR MANAGEMENT

I will actively manage contractors I am responsible for to safely deliver work and comply with ARTC life saving behaviours

