

RAIL INFRASTRUCTURE CORPORATION

ENTERPRISE AGREEMENT 2009

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Introduction:

The Rail Infrastructure Corporation has a dual role as:

- i) the lessor of the NSW Country Rail Lines, leased to Australian Rail Track Corporation (ARTC), and
- ii) the owner of 2,850 kilometres of the Country Regional Network, managed under agreement by ARTC and under contract by other Rail Maintenance providers.

In undertaking its role, RIC has a relatively small, highly skilled and experienced workforce, employed under Management Contracts or, whose employment conditions are defined by this Enterprise Agreement.

1.0 Objectives

The objectives of this agreement are as follows:

- 1.1. The focus of this agreement is to support the Rail Infrastructure Corporation achieve its strategic objectives of safety, reliability, efficiency, effectiveness, and financial responsibility.
- 1.2. To focus efforts on the delivery of a sustainable network using best practices to deliver value for money.
- 1.3. That all wage and salary increases provided for by the agreement are supported by commensurate improvements in productivity and efficiency.
- 1.4. To recognise safety as a fundamental contributor to the success of RIC and to ensure that employment conditions and practices provide a framework within which RIC can achieve a safe work environment.
- 1.5. To maintain a remuneration structure and remuneration practices that are aligned to the market and provide broader and more flexible means of recognising the contribution and performance of Employees.
- 1.6. To improve the capability of the organisation by providing genuine career development opportunities, encouraging superior individual and team performance, and by providing sufficient and relevant training opportunities to Employees.
- 1.7. To assist the Organisation to meet and exceed its objectives by the attainment of relevant competencies, skills or qualifications as the business may require and the flexible use of those competencies, skills and qualifications.

2.0 General information

2.1. Definitions

'Employer' and 'RIC' mean Rail Infrastructure Corporation

'Employee' means an Employee of Rail Infrastructure Corporation, excluding those Employees on management contracts

'Employee Representative' means a representative of the Employee's choice

'DSP' means Dispute Settlement Procedure

'FW Act' means the Fair Work Act 2009

'National Employment Standards' has the same meaning as in the FW Act

'Notional Base Salary' means 91.74% of the Employees TRP

'Reasonable Offer' is an offer of redeployment into a position where:-

- i) the Employee has the skills required to carry out the duties and responsibilities of the position or with training can obtain these skills within a reasonable timeframe of around 6 months;
- ii) the Employee's existing substantive rate of pay is within 5% of the substantive rate of pay of the position;
- iii) the Employee is able to commute from their residence to the location where the new position is situated within a timeframe of in the order of up to 90 minutes each way daily or the time previously taken to travel to their former work location if that was in excess of 90 minutes each way; and
- iv) there are no extenuating personal circumstances that would prevent the Employee from taking up the new position.

'Relevant Legislation' means the applicable industrial relations legislation in force from time to time. Note; in accordance with the applicable transitional legislation, the Australian Fair Pay and Conditions Standard under the WR Act continues to apply until 31 December 2009 and from 1 January 2010, the National Employment Standards under the FW Act will apply

'RDO' means Rostered Day Off

'Saturday' means the period between 12 midnight Friday and 12 midnight Saturday

'Shiftworker' means an Employee whose ordinary working regularly (day to day) provides for work being performed during hours which result in a shiftwork entitlement or whose ordinary hours of work are regularly rostered to incorporate weekend (ie Saturday and Sunday) working

'Sunday' means the period between 12 midnight Saturday and 12 midnight Sunday

'TRP' means Total Remuneration Package (per annum)

'Vacant Position' is a position which is not occupied by an Employee who has been appointed to the position and the position is authorised to be filled

'WR Act' means the Workplace Relations Act 1996

2.2. Application of Agreement

This Agreement applies to work carried out by RIC in NSW.

2.3. Parties bound

2.3.1. This agreement applies to Rail Infrastructure Corporation in respect of its Employees engaged in positions classified within a level specified in clause 4.9.

2.3.2. RIC acknowledges that this Agreement has been negotiated with the following unions as representatives of the employees:

- i) Association of Professional Engineers, Scientists and Managers, Australia (APESMA)
- ii) Australian Municipal, Administrative, Clerical and Services Union (ASU)
- iii) Australian Rail, Tram and Bus Union (RTBU)
- iv) Australian Workers' Union (AWU)
- v) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)
- vi) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)
- vii) Construction, Forestry, Mining and Energy Union (CFMEU)

2.4. Term of Agreement

This Agreement will come into effect on and from the date of approval by the Fair Work Australia and its nominal expiry date will be 31 March 2011.

2.5. Efficiency Improvement and Workplace Flexibility

2.5.1. RIC and the Employees acknowledge the fundamental importance of maximum flexibility of work arrangements within the classification structure. As a result the parties commit to ensuring that all Employees work to their full potential without regard to demarcation or restrictive work practices. In particular it is agreed that embracing new technologies and work methods is to be encouraged.

2.6. Consultation

2.6.1. RIC commits to consultation between the parties if:

- i) RIC is proposing to introduce a major change to production, program, organisation, structure, or technology in relation to its operations ; and
- ii) the change is likely to have a significant effect on Employees.

2.6.2. RIC will notify the relevant Employees of the decision to introduce the major change.

2.6.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

2.6.4. RIC will recognise the representative if:

- i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- ii) the employee or employees advise RIC of the identity of the representative;

2.6.5. As soon as practicable after making its decision, RIC will;

2.6.5.1. Discuss with the relevant Employees:

- i) the introduction of the change; and
- ii) the effect the change is likely to have on the Employees; and
- iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

2.6.5.2. Provide, in writing, to the relevant Employees:

- i) all relevant information about the change including the nature of the change proposed; and
- ii) information about the expected effects of the change on the employees; and
- iii) any other matters likely to affect the employees.

2.6.6. RIC will give prompt and genuine consideration to matters raised about the major change by the relevant employees.

2.6.7. For the purposes of this clause, major change is likely to have a significant effect on employees if it results in:

- i) the termination of the employment of employees; or
- ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv) the alteration of hours of work; or
- v) the need to retrain employees; or
- vi) the need to relocate employees to another workplace; or
- vii) the restructuring of jobs.

2.6.8. In this clause, 'relevant employees' means the employees who may be affected by the major change.

2.7. Flexibility

2.7.1. RIC and an Employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:

2.7.1.1. The agreement deals with 1 or more of the following matters:

- i) arrangements about when work is performed;
- ii) overtime rates;
- iii) penalty rates;
- iv) allowances;
- v) leave loading; and

2.7.1.2. The arrangement meets the genuine needs of RIC and the Employee in relation to 1 or more of the matters mentioned in clause 2.7.1.1 and

2.7.1.3. The arrangement is genuinely agreed to by RIC and the Employee.

2.7.2. RIC must ensure that the terms of the individual flexibility arrangement:

- i) are about permitted matters under section 172 of the FW Act 2009; and
- ii) are not unlawful terms under section 194 of the FW Act 2009; and
- iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

2.7.3. RIC must ensure that the individual flexibility arrangement:

- i) is in writing; and
- ii) includes the name of the employer and employee; and
- iii) is signed by RIC Management and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

2.7.3.1. Individual flexible arrangements must include details of:

- i) the terms of the this agreement that will be varied by the arrangement; and
- ii) how the arrangement will vary the effect of the terms; and
- iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- iv) states the day on which the arrangement commences.

2.7.4. RIC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.7.5. RIC or the Employee may terminate the individual flexibility arrangement:

- i) by giving no more than 28 days written notice to the other party to the arrangement; or
- ii) if the RIC and the Employee agree in writing - at any time.

3.0 Employment Arrangements

3.1. Full-time employment

3.1.1. A full-time Employee is one who is employed to work consistent with the provisions of clause 3.5 of this Agreement.

3.1.2. A full-time Employee must possess the appropriate competencies and certificates for the position into which they are being employed.

3.2. Part-time employment

3.2.1. A part-time Employee is one who is employed on a permanent basis to work ordinary hours less than the full-time hours of employment specified in clause 3.5 of this Agreement. Part-time hours per week are to be a minimum of the equivalent of a normal day, depending on the work area in which the Employee is engaged, subject to a minimum of three (3) hours per day. The actual hours for an Employee will be determined prior to commencement of employment

- 3.2.2. A part-time Employee will receive pro rata entitlement to leave provided in clause 5.0 this Agreement.
- 3.2.3. There is no limitation or restriction on the classification/grades in which a part-time Employee may be employed.
- 3.2.4. A part-time Employee must possess the appropriate competencies and certificates for the position into which they are being employed.
- 3.2.5. The hours of work of a full-time Employee cannot be altered to part-time without an Employee's consent.
- 3.2.6. Prior to the conversion of any full-time position to part-time, RIC will inform the relevant Employee Representative. RIC will not complete the selection of an Employee to fill a new part-time role while the new role remains in dispute.

3.3. Temporary employment

- 3.3.1. A temporary Employee may be employed for a fixed period of not more than twelve (12) months or for a specified project on either a full-time or part-time basis.
- 3.3.2. An offer of temporary employment must specify the fixed period of the employment or the parameters and expected duration of the project.
- 3.3.3. Temporary Employees will have any untaken annual leave paid out on termination.
- 3.3.4. Temporary Employees are not entitled to any redundancy payments.
- 3.3.5. There is no limitation or restriction on the classification/grades in which a temporary Employee may be employed.
- 3.3.6. A temporary Employee must possess the appropriate competencies and certificates for the position into which they are being employed.
- 3.3.7. Where temporary Employees are engaged for more than twelve (12) months in relation to the same role, other than in a defined project term, the role will be reviewed to determine if a permanent position should be created.

3.4. Casual employment

- 3.4.1. RIC may employ people on a casual basis for the purpose of meeting particular needs. Casual employment must be used only as a temporary measure and should not be used as a substitute for permanent employment. It is not recognised as a standard form of employment. Staff engaged on a casual basis will be subject to the terms and conditions specified below.
- 3.4.2. The contract of employment of a casual Employee will be on an hourly basis with a minimum of three (3) hours per engagement and may be terminated by either side giving at least one (1) hour's notice.
- 3.4.3. A casual Employee will be paid as a minimum an hourly rate calculated by dividing the appropriate weekly salary by 38 hours plus a 25% loading. The appropriate weekly salary/wage will be determined by reference to the grade/classification in which the casual Employee is employed.
- 3.4.4. The loading prescribed above is in lieu of the leave provisions contained in clause 5.0 of this Agreement and to compensate for the nature of casual employment. The loading is not cumulative.
- 3.4.5. There is no limitation or restriction on the classification/grades into which a casual Employee may be employed.
- 3.4.6. A casual Employee must possess the appropriate competencies and certificates for the position in which they are being employed.

3.5. Hours of Work

- 3.5.1. The ordinary hours of work for full-time Employees are 38 hours per week, unless specified otherwise in this Agreement.
- 3.5.2. The span of ordinary hours is from 0600 to 1800 Monday to Friday. The ordinary hours of work specified in this Agreement may be varied by mutual agreement between RIC and its Employees.
- 3.5.3. Employees are entitled to one (1) rostered day off each four (4) weeks and may accumulate RDOs up to a maximum of 5 days at any point in time. Accumulated RDOs may be taken in a block or with approved annual leave by agreement.
- 3.5.4. Employees who as at 29 August 2002 work other than a 19-day month, e.g. a 9-day fortnight, may continue to work under such arrangements by local agreement subject to the following:
- 3.5.4.1. In the event that an Employee who works under an arrangement other than a 19 day month is transferred, promoted or redeployed to another position, or their position is regraded, then that Employee will work in accordance with the 19 day month working arrangement.
- 3.5.4.2. Such transfer, promotion or redeployment will not be contrived as a means to remove existing working arrangements.
- 3.5.4.3. In cases where an Employee would suffer genuine hardship as a result of implementation of this sub-clause, the General Manager in charge of human resources may approve alternative working arrangements.
- 3.5.4.4. Nothing in this sub-clause will prevent management from altering the work pattern from the 19-day month to suit the needs of the business provided that agreement is reached with the Employees concerned.

3.6. Filling of positions/direct appointment

- 3.6.1. RIC will fill vacant positions, which it intends to maintain on its establishment, within six (6) months from the time that the position becomes vacant. It is acknowledged by the parties that this requirement will have been met where the Corporation does everything reasonably practicable to meet this requirement. RIC reserves the right to simultaneously advertise positions internally and externally.
- 3.6.2. Although the filling of positions will be generally based on advertising and merit selection, RIC reserves the right to directly appoint Employees consistent with its policies and business requirements.

4.0 Remuneration and Related Issues

4.1. Increases in Rates of Pay and Allowances

The following increases to rates of pay and allowances will apply to Employees from the dates indicated below:

- 4% effective from 1 April 2009; and
- 4% effective from 1 April 2010.

The rate of pay from 1 April 2009 will apply to employees employed on the date this agreement is lodged with the Fair Work Australia.

4.2. Travelling Time

- 4.2.1. All travelling time, including intervening journeys, where an Employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at single time rates, except that:
- i) on a Sunday when it will be paid at time and a half; and
 - ii) for Salaried staff on a Saturday when it will be paid at time and a quarter.

It is acknowledged, however, that there may be circumstances where, due to the amount of travelling time involved, RIC will continue to exercise its discretion to apply travel time.

4.3. Excess Travel Time

- 4.3.1. Employees, other than relief staff, who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same shift to be undertaken at the home depot.
- 4.3.2. The provisions of this clause do not apply to Employees whose salary exceeds \$81,168.
- 4.3.3. Travel time as paid in 4.3.1.1 will be paid ordinary time except, on Sundays and Public Holidays when the rate will be time and one half, and time and one quarter for Saturday travel.

4.4. Travelling and Incidental Expenses

- 4.4.1. Employees who are required to undertake work temporarily at a location away from their home depot and/or residence, which does not permit them to return to their home depot, and/or residence daily and incur the expense of overnight accommodation, will be paid expenses, based on reasonable and necessary costs incurred through application of actual expense claims, or at the following rates:

- i) Amount Per Day - \$160.00 (fixed rate)
- ii) Where incomplete days are involved, reimbursement will be calculated on a service basis at the rate of 'one quarter of the amount per day' for each service for which they have incurred expenses, where they have been away from the home depot overnight.

- 4.4.2. Service entitlement will be calculated as follows:-

Breakfast	Depart home depot before 0700 or return to home depot after 0800.
Lunch	Depart home depot before 1300 or return to home depot after 1400.
Dinner	Depart home depot before 1830 or return to home depot after 1830.
Bed	Depart home depot before 0100 or return to home depot after 0100.

- 4.4.3. Employees utilised on relief duties may have their home depots altered to a depot nearer their residence, than is their appointed home depot while relieving but not otherwise.
- 4.4.4. Where an Employee incurs reasonable and actual expenses, on a daily basis, supported by actual receipts, in excess of the above amounts, they will be reimbursed by the Corporation. Accommodation to a three (3) star standard as accredited by the NRMA will be considered reasonable for the purposes of reimbursement. Where reimbursement of actual expense occurs, it will be in substitution for any and all of the above payments.
- 4.4.5. This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

4.5. Home Depot

When considering any change to an Employee's current or future home depot, RIC will not act in a harsh or unreasonable manner. RIC will use its best endeavours to reduce the total travel time of the Employee from residence to worksite. RIC will not alter home depots primarily to reduce travel time or remove travelling and/or start/finish allowance. In the event that the total travel time increases as a result of any change to current or future home depot and, during consultation an Employee raises a grievance, RIC will not implement such a change until steps 1-4 of clause 9.3 in the Dispute Settlement Procedure have been exhausted.

4.6. Weekend Penalties

4.6.1. An Employee rostered to work ordinary time on a weekend will be paid as follows:

- | | | |
|-----|--------------------------------------|------|
| i) | All ordinary time worked on Saturday | 150% |
| ii) | All ordinary time worked on Sunday | 200% |

4.7. On-Call/Call-Outs

4.7.1. An Employee recalled to work from their residence will be paid for the call-out at the classification rate for a minimum of four (4) hours.

4.7.2. For the purpose of the minimum payment the first three (3) hours will be paid at time and one half and then at double time, except that:

- i) any time worked on a Sunday will be paid at double time;
- ii) any time worked on a Public Holiday will be paid at time and one half in addition to the day's pay an Employee otherwise receives.

4.7.3. Where a call-out extends beyond the minimum four (4) hour payment period the Employee will be paid for those hours actually worked commencing from the time the Employee is called until the Employee returns home.

4.7.4. An Employee who is required by RIC management to be available outside normal working hours for recall to work will be paid an allowance of \$20.76 per rostered day or shift and \$31.14 when on-call for a non rostered day or shift. The Employee must be contactable and available for duty when required. Payment of this allowance will not be made to Employees whose salary is higher than \$91,731.

4.8. Salary Maintenance

4.8.1. Where employees are redeployed, displaced, or their position is regraded to a lower rate of pay, they are entitled to salary maintenance at their former substantive rate of pay, except if the employee refuses three reasonable offers of redeployment.

4.8.2. Should an employee refuse three reasonable offers of redeployment then salary maintenance shall operate for no longer than twelve months from the time the employee was displaced.

4.8.3. For the purposes of salary maintenance a reasonable offer of redeployment shall mean an offer of an alternative position that is within the skills and training of the employee, taking into consideration the location of the position offered and the overall circumstances of the employee.

4.8.4. A reasonable offer may be with other Public Sector Agencies or Departments. Whilst this process is occurring the Employer may direct the employee to undertake training or perform duties of a temporary nature outside their substantive position.

4.8.5. Where an employee refuses a reasonable offer of redeployment the Employer will have the authority to direct them to perform the duties and responsibilities of that position.

4.8.6. Once the employee has been performing the duties and responsibilities of a position for twelve months, the Employer will have the authority to appoint the employee to that position, with or without the employee's agreement.

4.8.7. Once appointed, the Employer has no obligation to provide further redeployment offers.

4.8.8. Prior to such appointment:

- (i) the Employer shall be required to provide two further reasonable offers of redeployment, if available, during that twelve month period, and,
- (ii) the employee may request a suitability assessment for a vacant position that they consider they are suitable for provided the salary is at or near their substantive grade.

4.9. Classification Structure

4.9.1. All Employees covered by this agreement will be employed in a position classified at a level specified in clause 4.9.2 and their Total Remuneration Package ('TRP') will fall within the corresponding range.

4.9.2.

Level	Range \$		
	Min	Mid	Max
Level 1	32250	40310	48370
Level 2	36070	45090	54110
Level 3	39750	49690	59630
Level 4	43810	54760	65710
Level 5	48590	60740	72890
Level 6	54470	68090	81710
Level 7	62400	78000	93600
Level 8	73920	92400	110880
Level 9	88530	110660	132790
Level 10	104870	131090	135451

Position remuneration levels are based on market salary ranges.

4.10. Total Remuneration Package

4.10.1. An Employee's TRP will be inclusive of salary, annual leave loading and superannuation guarantee contributions, except that the following payments are not included:

- i) weekend penalties;
- ii) overtime;
- iii) on-call Allowance and call-out;

where any or all of the above are applicable.

4.10.2. Employees with a TRP higher than \$97,623 will not be entitled to overtime payments for hours worked in addition to the hours of work prescribed by this Agreement. The Employer may apply discretion to make additional payments for additional hours worked to Employees whose TRP exceeds \$97,623 but is less than \$112,976. Additional payments for additional hours worked by Employees whose TRP exceeds \$112,976 may only be made with the approval of the Chief Executive Officer or his/her nominee.

4.10.3. Employees with a TRP higher than \$105,444 are not entitled to on-call payments, but the Employer may exercise discretion for payment of on-call allowance to Employees whose TRP is less than \$112,975.

4.10.4. An Employee's TRP will be reviewed on an annual basis, consistent with the provisions of clause 7.

4.10.5. On request, the Employer will review an Employee's TRP where there has been a significant change to the requirements of an Employee's position and associated evaluated remuneration level.

4.10.6. No Employee will suffer a reduction in pay during the life of this agreement due to a change in the evaluated remuneration level of their substantive position.

4.11. Performance and Assessment

- 4.11.1. The Employer will consult and reach agreement with relevant Employee or Employee Representatives on the performance management system which will apply to Employees. Parties to this consultation will not unreasonably withhold agreement to the performance management system. Consultation will include all relevant details of the system and a process of testing and validation with selected Employees.
- 4.11.2. Each Employee will be provided with an annual performance agreement. New Employees will be provided with an agreement within 3 months of the commencement of employment.
- 4.11.3. The performance agreement will contain:
- i) a statement of the relevant accountabilities and competencies for the Employee concerned;
 - ii) a series of quantitative and qualitative targets which the Employee will be responsible to attain;
- 4.11.4. There will be 2 assessments (carried out by the relevant management team) annually of the performance of each Employee based on the content of the performance agreement. The first assessment will take place after 6 months from the commencement of the financial year and will be an informal assessment. The second assessment will take place after the end of the financial year and will be a formal assessment.
- 4.11.5. The process outlined in clauses 4.11.3 and 4.11.4 will be documented using the performance planning and review process.
- 4.11.6. The formal assessment described in clause 4.11.4 will determine TRP increases based on merit which will take effect from 1 July each year during the life of the Agreement.
- 4.11.7. Where an Employee is granted an increase in their TRP as a result of the performance assessment process, then the increased TRP will be regarded as the TRP for the purposes of the following year's assessment.
- 4.11.8. The Employer will regularly review the remuneration packages of Employees in the light of relevant market trends. TRP may be increased where the review process indicates that the salary level of Employees has fallen below the market median of the remuneration level of their position. Any such increase will form part of the performance based increase flowing from the process described in clause 4.11.4, 4.11.6 and 4.11.7.
- 4.11.9. No Employee will suffer a reduction in their TRP during the life of this Agreement because of change in the relevant market trends.

4.12. Performance Assessment Guidelines

- 4.12.1. The parties agree that the performance assessment process described in clause 4.11 must be conducted fairly and objectively.
- 4.12.2. In order to facilitate the achievement of fairness and objectivity the following guidelines will apply to the process:
- i) Employees have the opportunity to discuss and agree the targets set for them with their direct supervisor when the targets are set and issued to the Employees;
 - ii) Where any Employee believes that the formal performance assessment made of that Employee has been done so unfairly then the Employee has the right to raise the matter with the Chief Executive Officer of the Employer or his/her nominee;
 - iii) The right of an Employee to take a matter concerning a performance assessment to the Chief Executive Officer of the Employer or his/her nominee will only apply in cases of alleged substantial unfairness. Minor complaints will not be dealt with in this process and can only be raised with the direct supervisor of the Employee concerned or with the Manager;
 - iv) Where a dispute concerning a performance assessment is unable to be resolved by the process described above the parties will use an agreed mediator in order to resolve the dispute.

4.13. Higher grade

- 4.13.1. Employees whose substantive TRP is below \$66,199 who act in a higher position for a period longer than one week (5 days) will be paid an additional amount based on the scale shown in clause 4.13.4 for the period of acting.
- 4.13.2. Employees whose substantive TRP is higher than \$66,199 but less than \$92,866 who act in the same higher position for period of at least one month on a cumulative basis within a 12 month period, will be paid an additional amount based on the scale shown in clause 4.13.4 for the duration of the acting for any future period of acting in that position.
- 4.13.3. Employees whose substantive TRP is above \$92,866 who act in the same higher position for period of at least 3 months on a cumulative basis, within a 12 month period, will be paid an additional amount based on the scale shown in clause 4.13.4 for the duration of the acting or for any future period of acting in that position.

4.13.4.

Period of Acting	% Allowance
0-3 months	5%
3-6 months	7.5%
longer than 6 months	10%

provided that the Employees TRP plus the allowance is not higher than the actual Remuneration Level of the incumbent of the higher position.

4.14. Overtime

- 4.14.1. Any overtime paid will be based on the Employee's Notional Base Salary.
- 4.14.2. All overtime must be approved by an Employee's manager, including any work performed under the control of another manager.
- 4.14.3. All overtime, including emergency work, is to be contained within fatigue management training principles referred to clause 7.1.

4.15. Salary Sacrifice

- 4.15.1. Employees who wish to take advantage of salary sacrifice provisions under the Superannuation fund to which they contribute are entitled to do so provided they give written notice to the Corporation of their wish to utilise salary sacrifice.
- 4.15.2. Salary sacrifice arrangements will also be available for other purposes consistent with RIC policy. Any fringe benefit tax or other employer on-costs incurred through any salary sacrifice arrangements will be charged to Employees' remuneration packages.

4.16. Application of Management Contract

All Employees whose total remuneration is higher than \$99,677 and who are graded Level 9 or above, may be offered by the Employer, through consultation with the Employee concerned or Employee Representative, and may accept, a Management Contract. In these circumstances, such Employees will no longer be covered by any of the terms of this Agreement from the date the contract is executed. A contract offered under this clause will not result, on balance, in a reduction in the overall terms and conditions of employment of Employees covered by such an agreement.

4.17. Employee Travel Pass

Employees, except for:

- i) Employees who have relinquished or elect to relinquish their travel pass entitlement as part of their remuneration arrangement; and
- ii) Casual Employees

are entitled to receive travel passes issued by RailCorp. The terms and conditions of use are as specified by RailCorp from time to time.

5.0 Leave

Employees' leave entitlements are applicable at the date of approval of this Agreement.

5.1. Annual Leave

5.1.1. Employees, other than casual employees are entitled to 4 weeks (maximum – 152 hours) annual leave each year.

5.1.2. Annual leave accrues on a pro-rata basis over a calendar year.

5.1.3. Employees may nominate to clear their accrued annual leave by:

- i) Taking leave;
- ii) Accepting a cash payment in lieu of leave in accordance with relevant legislation (WR Act or FW Act) or;
- iii) A combination of these methods.

5.1.4. The employer may close down operation in non-operational areas for the purpose of annual leave. In so doing the employer must provide work for employees with insufficient leave or allow them to take leave without pay.

5.1.5. Employees shall not be required to commence duty before 0600 on the day following the last day of their annual holidays.

5.2. Accrual of Annual Leave

5.2.1. Except as provided for in clause 5.2.2 an annual holiday is expected to be taken by an Employee and shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.

5.2.2. Clause 5.2.1 will not apply where an Employee is accumulating annual holidays up to 40 days for a special purpose. Examples of a special purpose are an overseas holiday or a family reunion.

5.2.3. Employees who have more than a single year's annual leave accrued will be notified by the Employer of the expectation to clear such excess accrual.

5.3. Sick Leave

5.3.1. Sick Leave on full pay accrues to an Employee at the rate of 15 days (maximum of 114 hours (based on 7.6hrs per day)) each calendar year, and any such accrued leave, which is not taken, is cumulative.

5.3.2. Employees are required to provide medical certificates when sick leave:

- i) Exceeds 3 consecutive working days
- ii) Joins a public holiday, day in lieu of bank holiday, or picnic day.
- iii) Occurs immediately before and after a RDO or ADO (including weekends for Monday to Friday workers).

5.3.3. Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees may nominate a maximum of 6 days of total sick leave entitlements in any one year as uncertified absences.

5.4. Long Service Leave

5.4.1. Employees are entitled to long service leave accrued as provided under the Transport Administration Act 1988 (as amended from time to time). at the rate of 2 months pay after a period of 10 years continuous service and 15 calendar days pay for each subsequent year of continuous service thereafter.

5.4.2. At the request of an employee RIC may provide a cash payment in lieu of accrued Long Service Leave.

5.4.3. If the services of an Employee with between 5 and 10 years of service are terminated for any reason other than serious and intentional misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, the Employee is entitled to pro rata Long Service Leave.

5.5. Parental Leave

5.5.1. Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their partner in relation to the birth or adoption of their child, except that for females, this leave includes a period of 9 weeks paid leave.

5.6. Carers Leave

Family/personal carer's leave may be granted to Employees to provide care and support to a sick family member. Paid leave may be used specifically for the purpose of caring for a sick family member. This includes:-

- i) Annual leave
- ii) Accumulated public holidays
- iii) Long service leave
- iv) Current and accrued sick leave

5.6.1. When paid leave is not available leave without pay may be approved.

5.6.2. An Employee with responsibilities in relation to a Family Member who needs their care and support is entitled to use their current or accrued sick leave entitlement to provide care and support for a Family Member when they are ill.

5.6.3. In normal circumstances, an Employee will not take carer's leave under this clause where another person has taken leave to care for the same person.

5.6.4. The entitlement to use sick leave in accordance with this clause is subject to:

5.6.4.1. Compliance with sick leave procedures in force at the time; and

5.6.4.2. Employees being able to demonstrate if required, that they have the responsibility for care and support of the person concerned and/or that the sick leave is required because of the illness of a Family Member.

5.6.5. The Employee will, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify their manager in accordance with the requirements of the work location.

5.6.6. Where the above provisions of sub-clauses 5.6.4 or 5.6.5 are not observed, the Employee will be deemed to be absent without leave.

5.6.7. For the purpose of this clause "Family Member" means:

- i) a spouse of the Employee;
- ii) a de facto spouse, who, in relation to a person is a person of the opposite sex to the Employee who lives with the Employee as the husband or wife on a bona fide domestic basis although not legally married to the Employee;
- iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or spouse or de facto spouse of the Employee;
- iv) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
- v) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - i) "relative" means a person related by blood, marriage or affinity;
 - ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - iii) "household" means a family group living in the same domestic dwelling.

5.7. Special Leave

- i) Special Leave is paid leave which enables Employees to participate in community activities, or to deal with public emergencies. It covers special situations not catered for by other forms of leave
- ii) Special Leave does not accumulate from year to year and does count as service for all purposes. Public holidays are not re-credited if they fall during Special Leave.

5.7.1. Blood Donations

Special Leave, including travelling time, is granted to Employees who do not require a relief to donate blood. Employees are expected to attend the donation point nearest their work location.

5.7.2. Bone Marrow Donations

Employees are granted up to 5 days Special Leave to donate bone marrow.

5.7.3. Court Appearances

- i) Employees are granted Special Leave to attend court as official witnesses or private witnesses for the Police or the Crown. Travelling time and expenses are allowed if Employees are acting, as official witnesses in their capacity as an Employee.
- ii) When acting as private witness for the Police or Crown, Employees may apply to the court for additional expenses incurred by them.
- iii) If Employees are called as witnesses for other than the Police or the Crown they are not entitled to Special Leave.

5.7.4. Elections

- i) Employees appointed as Returning Officers by the State Electoral Office are eligible for up to 7 weeks Special Leave to carry out their duties.
- ii) Employees who seek election in local, state or federal elections are not eligible for Special Leave.

5.7.5. Jury Duty

Employees on jury duty are entitled to Special Leave for the time they are at court. Where an Employee receives a fee for jury duty the Special Leave payment is the difference between the fee received and their ordinary rate of pay.

5.7.6. Military Duty

Employees are entitled to Special Leave of up to 4 weeks each financial year if they are members of the Defence Force Reserve. The leave is provided for participation in military exercises and training.

5.7.7. National Aboriginal and Islander Day of Commemoration

Aboriginal Employees are allowed one days' Special Leave to attend National Aboriginal Day celebrations. If this day falls on an RDO/ADO, it is treated as a public holiday for pay purposes. The RDO/ADO is not re-credited.

5.7.8. Natural Disasters

Employees who are unable to attend work because of a natural disaster (eg. Flood or bushfire) are eligible for Special Leave, if work was available. Employees must provide a statutory declaration as evidence of their inability to attend work (including details of alternative routes to work, if available).

5.7.9. Bereavement Leave

- i) Bereavement Leave of up to 2 days is available to Employees, other than casual Employees, on each occasion on which an Employee's family member, or a member of the Employee's household dies.
- ii) The Employee must provide to the Employer satisfactory evidence of the death of the member of the Employee's family or household in order to receive payment of the leave taken.
- iii) Bereavement Leave is not available to Employees who are already on leave.

5.7.10. Citizenship

Employees are granted special Leave including travelling time to attend their Australian Citizenship Ceremony.

5.7.11. Transport Institute Band

Members of the Transport Institute Band may be granted Special Leave to perform at official functions.

5.7.12. Olympic, Paralympics or Commonwealth Games

Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympics or Commonwealth Games.

5.7.13. Retirement Seminars

Employees approaching retirement are entitled to one day's Special Leave to attend retirement planning seminars conducted by a recognised Superannuation Administration Group.

5.7.14. State Emergencies

Employees may be granted leave to attend emergencies as a member of the State Emergency Services (SES) or a fire brigade. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency. An Emergency Services Supervisor or Fire Brigade Chief is eligible for up to 14 day Special Leave each year to attend training courses and conferences which are part of their SES or Fire Brigade duties, and must apply to their Manager before they take leave.

5.7.15. Unpaid Leave

Employees who are yet to accrue or have exhausted paid leave entitlements can request unpaid leave which may be granted at the discretion of the Employer.

5.8. Public Holidays

Employees, other than casual Employees, are entitled, without loss of pay, to the following public holidays:

- i) New Year's Day
- ii) Australia Day
- iii) Good Friday
- iv) Easter Saturday
- v) Easter Monday
- vi) Anzac Day
- vii) Sovereign's Birthday
- viii) Labour Day
- ix) Christmas Day
- x) Boxing Day

or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

5.8.1. In addition to the public holidays prescribed above, Employees other than casual Employees are entitled to one additional day in lieu of Bank Holiday without loss of pay.

5.8.2. New Year's Eve shall be observed as the holiday, in lieu of the gazetted Bank Holiday date.

5.8.3. Employees directed to work public holidays can accrue up to a maximum of eight (8) days and may be cleared or cashed out on application of the Employee, subject to election for Payment or accrual.

5.8.4. For the purposes of this Agreement:

- i) Where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively; or
- ii) Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day; or
- iii) Where New Year's Day falls on a Saturday or a Sunday the following Monday will be observed as New Year's Day; and the said Saturday and/or Sunday will not be deemed to be holidays unless gazetted from time to time by the NSW Government.

5.9. Payment for work on a Public Holiday

Employees who work on a public holiday will be paid 150% in addition to a normal days pay, except where time worked exceeds a normal day, payment for all time worked will be paid at 250%.

5.10. Picnic Day

5.10.1. Where practicable an Employee will be granted a paid day's leave each calendar year to attend an approved picnic day subject to the following.

5.10.2. Where an Employee is required by the Employer to work on this day they will be paid the value of the day in addition to working time for the day, providing proof of a previously purchased Picnic Ticket. An Employee may elect to accrue the day instead of payment providing the accumulated day is cleared by the 31 December, in the following year. Uncleared Picnic Days will be paid out in the first available pay period on or after 31 December.

5.10.3. The Employer will require an Employee to provide evidence of attendance or desired attendance at the picnic. The production of the butt or picnic ticket number of a picnic ticket purchased will be sufficient evidence to satisfy this requirement. If the butt or picnic ticket number is not produced no payment will be made for the day nor will a day in lieu be granted.

5.10.4. An Employee who does not have a ticket for the picnic and is not required by the Employer to work in the area in which they are normally employed on the picnic day will be provided with alternative duties on that day and will not be entitled to a day's leave in lieu. Such duties are to be at the discretion of the Employer.

5.10.5. Employees shall have the right to attend the picnic of their choice, and must advise their supervisor/manager of the day on which the picnic occurs and seek approval for absence. It is the responsibility of each picnic committee to ensure suitable picnic tickets are made available to enable Employees to provide evidence that a picnic has been organised under the terms of this clause.

6.0 Training and Development

RIC is committed to the progressive training and development of its Employees. RIC will support the various initiatives and programs contained within this Agreement aimed at enhancing RIC's capability through its Employees. It is estimated that RIC's commitment to Employee training and development during the term of this Agreement will enable, on average, ten (10) training days, per Employee per annum. RIC will also endeavour to provide existing Employees access, where available, to structured traineeships and the attainment of nationally recognised qualifications.

7.0 Occupational Health and Safety, Employee Welfare and Fitness for Work

RIC aims to continuously improve its performance in occupational health and safety through policies, systems, consultation and processes consistent with the Occupational Health and Safety Act 2000.

7.1. Fatigue Management

As part of managing fatigue it is necessary to train managers, supervisors and rostering staff, as well as all Employees in:

- i) methods of minimising the risks
- ii) responsibilities of managers and Employees in managing the requirements of RIC
- iii) understanding the physiological and psychological effects work has on Employees
- iv) fitness for work and well being considerations including the management of non work time

7.2. Alcohol and Other Drugs

7.2.1. As part of the efforts to achieve the highest standards of health and safety, RIC will maintain a zero blood alcohol level and drug-free policy.

7.2.2. This means that all Employees involved in the safe operation of RIC must have a zero blood alcohol content, and be free from the influence of other drugs while at work. For the purposes of this policy a zero blood alcohol level is regarded as 0.02 gm of alcohol per 100 ml of blood, and other drugs are defined as substances which may impair an Employee's capacity for safe operation while subject to duty or on RIC premises or equipment.

7.2.3. Employees may be subject to intermittent testing consistent with the provisions of the Rail Safety Act 2008 or Regulations. Employees will also be tested where it is suspected that they are functioning or attempting to start work under the influence of alcohol or other drugs. Similarly, Employees will be tested following any incident or accident where the involvement of alcohol or other drugs is suspected.

7.2.4. Employees who breach RIC standards or who refuse to agree to testing will be subject to counselling and/or disciplinary action. Employees who refuse testing may also be subject to legislative penalties for breach of the Rail Safety Act 2008 or Regulations. The consumption of illegal and/or agreed specified drugs and alcohol during the course of a shift is prohibited. Serious or ongoing breaches of this policy may result in dismissal.

7.2.5. In consultation with the parties to this agreement, RIC will continue a program of Employee training and assistance aimed at ensuring an alcohol and drug free workplace.

7.3. Work Clothing and Personal Protective Equipment

7.3.1. Where designated, Employees will receive a work clothing and personal protective equipment (PPE) kit.

The work clothing and PPE allotment will include:

- i) Two (2) pairs of safety footwear;
- ii) Up to (5) sets of work clothing incorporating the employer logo;
- iii) One (1) jacket or one (1) pullover incorporating the employer logo;
- iv) One (1) hat;
- v) Relevant PPE dependent on job requirements; and
- vi) One (1) kit bag.

7.3.2. The above items are the only acceptable forms of work clothing and PPE for designated Employees. Employees must wear such work clothing when on duty.

7.3.3. Employees must at all times use relevant PPE where such a safety requirement exists. Failure to use relevant PPE may result in disciplinary action being taken. Continual breaches of a requirement to use PPE may result in dismissal.

7.3.4. Replacement of work clothing items and PPE will be on a fair wear and tear basis and will be maintained as per i) to vi) above.

Lost work clothing items and PPE will be replaced at the discretion of management following investigation into the alleged loss. Where the loss has occurred as a result of an Employee's negligence or lack of care the Employee concerned will meet the cost of replacement of the item(s).

7.3.5. Laundering of work clothing is the responsibility of the Employee unless RIC OH&S policies provide otherwise.

7.3.6. For the purposes of this clause, the following definitions apply:

- i) "Set" means one (1) shirt & one (1) pair of pants or one (1) shirt & one (1) pair of shorts (subject to profile), or one (1) shirt and one (1) action back overalls, or one (1) pair of coveralls.
- ii) The allocation of up to five (5) sets will be supplied, as determined by the Employer.

8.0 Employee Representatives

8.1 Recognition of Employee Representatives

8.2. The Employer will recognise Employee Representatives (Employee Representatives) elected by the Employees. Employee Representatives have the right to be treated with respect, and shall not be victimised or subject to any detriment or discrimination in their employment as a result of their status.

8.3. The Employer acknowledges that when nominated by Employees the Employee Representatives represent and speak on behalf of Employees in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure clause 9.0 contained within this agreement.

8.4. Accordingly the Employer will where the Employee Representative is chosen by Employees to do so allow, subject to reasonable notice, Employee Representatives reasonable time during working hours to:

- i) Represent the interests of Employees to the Employer including time to prepare any documentation prior to negotiations with management; and
- ii) Participate in Employee inductions; and
- iii) Subject to obtaining the approval of the Chief Executive Officer be released to represent the interests of Employees before industrial tribunals, where they are directly involved. The CEO's approval will not be unreasonably withheld.

8.5. Where management calls a meeting, including meetings under the Dispute Settlement Procedure clause 9.0, and requires an Employee's chosen Employee Representative to attend, the Employer will pay any travel and/or accommodation costs necessarily and reasonably incurred.

8.6. Employee Representatives must give reasonable notice to his/her manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure clause 9.0. Unless not otherwise possible an Employee Representative should not interrupt Employees who are undertaking their work duties.

8.7. Employee Representatives Access to the Employer's Facilities

8.7.1. The employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as an Employee Representative and consulting with workplace colleagues in accordance with this provision.

8.7.2. The Employer shall provide a notice case for the display of authorised material in each workplace.

8.7.3. The employer provides the above facilities (including access by an Employee Representative to Employees) provided usage pertains to the relationship between employer and Employees, and on the basis that they are reasonable and do not unduly interfere with the Employee Representative's primary duties as an Employee – unless such interruption is authorised by management on site.

8.8. Training for Employee Representatives

8.8.1. Eligible Employee Representatives will be entitled to, and the Employer will grant six (6) days, training leave to attend courses as approved by the CEO (or his/her nominee) which are directed at the enhancement of the skills and effectiveness of Employee Representatives.

8.8.2. The taking of such leave shall be arranged having regard to the operational requirements of the business so as to minimise any adverse affect on those requirements.

8.8.3. An Employee Representative taking such leave shall be paid all ordinary time earnings, which nominally become due and payable during the period of leave to be calculated in accordance with this Agreement.

8.8.4. Leave of absence granted pursuant to this clause shall count as service for all purpose of this Agreement.

9.0 Dispute Settlement Procedure (DSP)

9.1. Purpose and Objectives of Procedure

This DSP provides an equitable and mutually binding procedure for dealing with disputes relating to:

- i) a matter arising under the agreement; or
- ii) the National Employment Standards (from 1 January 2010, with exception to section 65(v) or section 76 (iv) of the FW Act)
- iii) disputes or problems arising between the parties to this agreement.

9.2. An employee who is a party to the dispute is entitled to appoint a representative at each step of the dispute procedures in this clause.

9.3. A dispute shall be processed in accordance with the steps set out below:-

STEP 1:

A dispute shall be raised in the first instance directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the person raising the grievance within 48 hours advising action being taken.

STEP 2:

Should the matter not be resolved at the local level, arrangements will be made for the Employee or Employee Representative to discuss the matter with Line Management or their representatives, together with Industrial Relations or Human Resource representatives within 48 hours of the completion of Step 1.

STEP 3:

If the matter remains unresolved, each party shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee or Employee representative, the CEO of RIC or his/her nominee who will meet and conclude their discussions within 48 hours.

STEP 4:

The parties to the dispute may, jointly or individually, refer the matter to the Fair Work Australia for conciliation. If conciliation fails to resolve a dispute, the Fair Work Australia is empowered under provisions of the Fair Work Act to arbitrate the dispute, The parties shall have right of appeal from a decision in accordance with the FW Act.

- 9.4. By mutual agreement Steps 1-3 outlined above may be avoided, and the parties to the dispute may seek the assistance of Fair Work Australia in the terms outlined at Step 4.
- 9.5. The parties to the dispute may extend the timeframe of Steps 1-3 by agreement. Such Agreement shall be confirmed in writing.
- 9.6. Where the parties to the dispute intend to elevate the matter to the Fair Work Australia they shall do so within 72 hours, excluding weekends and public holidays, of completing Step 3. A copy of the notification shall be forwarded to all other affected parties.
- 9.7. The status quo before the emergence of the grievance or disputes shall continue whilst the above procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.
- 9.8. The timeframes in steps 1-3 above are exclusive of weekends and public holidays.
- 9.9. Safety Issues
 - 9.9.1. Matters which are based on a reasonable concern by an Employee about an imminent risk to his/her health or safety shall be excluded from this procedure. Where a dispute is raised involving such an issue by an Employee, he or she shall agree to comply with a direction by the Employer to perform other available work within their skills and competence and with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.
- 9.10. Where the Employer is in dispute with an Employee Representative or matters have failed to be resolved via Consultation, the parties will follow the procedures set out herein.