

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/298

TITLE: Perisher Blue Pty Ltd and The Australian Rail Tram and Bus Industry Union, New South Wales

I.R.C. NO: 2001/3626

DATE APPROVED/COMMENCEMENT: 1 July 2001/1 April 2001

TERM: _____ 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 9 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the following classifications: Train Driver, Track Inspector, Railway Maintenance Labourer, General Labourer and Gardener

PARTIES: Perisher Blue Pty Limited -&- The Australian Rail, Tram and Bus Industry Union, New South Wales

IN THE MATTER OF an Enterprise agreement reached between the Perisher Blue Pty Limited (ACN 021 689 232).

And the Australian Rail, Tram and Bus Industry Union, New South Wales.

AND IN THE MATTER OF the Industrial Relations Act 1996 (NSW)

AGREEMENT BETWEEN:

PERISHER BLUE PTY LIMITED

AND

The AUSTRALIAN RAIL TRAM AND BUS INDUSTRY UNION, NEW SOUTH WALES.

OPERATION

This Enterprise Agreement (Agreement) is made on the 1st April in the year two thousand and one, between Perisher Blue Pty Limited (hereunder called "the Employer") and the above-mentioned Union (hereunder called "the Union") in accordance with the provisions of the Industrial Relations Act 1996, as amended.

WHEREAS the Employer and the Union have mutually agreed to enter into the Enterprise Agreement.

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CLAUSE 2 - DEFINITIONS

For the purposes of this agreement:

- 2.1 “Additional Day Off” means a day off duty with pay pursuant to Clause 11.
- 2.2 “Allowance” means a monetary allowance paid to an employee other than their hourly rate of pay. An allowance usually is a stand-alone, all ordinary amount, and not subject to overtime penalty rate calculations etc.
- 2.3 “Annual Leave” means leave as prescribed by the Annual Holidays Act 1944.
- 2.4 “Any 5 Days” means any five (5) ordinary working days worked between Monday to Sunday.
- 2.5 “Casual Employee” is an employee engaged on an hourly basis and paid as such. Casual employees are paid the applicable hourly rate plus twenty percent (20%) to compensate for Sick Leave, Annual Leave and Public Holidays.
- 2.6 “Duty Controller” means a person who:
 - 2.6.1 is a Train Driver;
 - 2.6.2 has served in the Skitube Train Operations Department as a Train Driver;
 - 2.6.3 has been trained in the additional functions of train controlling;
 - 2.6.4 and has spent a minimum period of three (3) months in the control room under the supervision of the Skitube Operations Manager.
- 2.7 “Duty Controllers Allowance” is an hourly Allowance paid to an employee who is required to act as a Duty Controller, and who is rostered to work in that capacity. Duty Controllers Allowance is to be paid for all hours worked as a Duty Controller.
 - 2.7.1 An employee who performs the duties of a Duty Controller for at least 1,040 hours in the period from 1 July to 30 June in the

following year shall be paid the Duty Controllers Allowance while on annual leave. This Allowance is only payable on leave taken, not leave paid out on termination.

- 2.8 “Crib Time” means a paid break of twenty (20) minutes duration taken for a tea or meal break during time worked on overtime or shift work. This paid time shall be paid at the appropriate rate for the work being performed at the time the meal break was taken.
- 2.9 “Dual Role Employment” means an employee who is specifically employed on a full time basis in two different job classifications at two rates of pay as described in Clause 13 of this agreement.
- 2.10 “Full-Time Employee” means an employee engaged to work for an average of thirty-eight (38) hours per week and who is not a seasonal employee.
- 2.11 “General Duties” means employees who normally perform various general maintenance duties for the employer.
- 2.12 “Meal Allowance” is an Allowance paid to an employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier that they will be so required to work. An employee shall either be supplied with a meal by the Employer or paid a Meal Allowance.
- 2.13 “Misconduct” without limiting its ordinary meaning, includes malingering, inefficiency, and neglect of duty, insobriety and unauthorised absenteeism.
- 2.14 “Ordinary Working Hours” means the ordinary hours worked by an employee in any ordinary working day between the hours of 6.00 am and 7.00 pm.
- 2.15 “Overtime” means work done outside of or in excess of ordinary hours worked (as prescribed by this agreement). Work conducted under such conditions shall then be paid at the prescribed rate in Clause 14.

- 2.16 "Pay Week" means seven (7) days from Midnight Monday to Sunday.
- 2.17 "Roster" is a list showing when each employee is required for duty.
- 2.18 "Rostered Day Off" means a day shown on a roster as a day off without pay other than the employee's Additional Day Off.
- 2.19 "Seasonal Employee" means an employee who is employed for a limited period of employment.
- 2.20 "Seven Day Shift Worker means a Full Time employee who is rostered to work shift work and/ or weekend work for more than twenty six (26) weeks in the period from 1 July to 30 June in the next year. For the purposes of this definition "weekend work" shall mean the commencement and completion of at least one period of ordinary hours of work, of 7.6 hours, between the hours of 0001 am on a Saturday and 23.59 pm on a Sunday. For the purposes of this definition the commencement and completion of at least 7.6 hours (worked continuously) of shift work during a 38 hour week shall qualify as one week of shift work.
- 2.21 "Shift Work" pertaining to this agreement, means work performed in accordance with the prescribed shifts of "Afternoon Shift", "Night Shift" or "Early Morning Shift" as defined in Clause 10.3.
- 2.22 "Shift Worker" means an employee who is required to work on "Shift Work" as defined by definition 2.21 "Shift Work".
- 2.23 "Skitube Tunnels" means the underground area between Portal 1 and Portal 2 (Bilston Tunnel) and Portal 3 and Portal 4 (Blue Cow Tunnel).
- 2.24 "Supervisor" means an authorised officer of the Employer to whom an employee is directly responsible.
- 2.25 "Train Driver" means an employee who is in possession of a NSW Department of Transport Certificate of Competency to drive trains on the Skitube railway.

- 2.26 "Tunnel Allowance" is an hourly Allowance paid to an employee, who is employed under the General Duties classification and who works within the Skitube Tunnels, (but not including the Perisher Skitube Terminal, Blue Cow Terminal and platform areas) for all ordinary hours worked within the Skitube Tunnels.
- 2.27 "Union Official" means a duly authorised person elected, or accredited as an official of the Union, and authorised to act for and on behalf of the Union.
- 2.28 "Union Representative" is a Full Time, Weekly or Seasonal Employee who is elected by a majority of employees who are financial members of the Union. This person shall represent the employees and the Union and have all rights of a Union Representative in negotiating with management on matters concerning this Agreement, working conditions, or amenities, etc.
- 2.29 "Weekly Employee" means a Full Time or Seasonal Employee engaged by the week to work on a weekly basis.
- 2.30 "Year" for the purposes of this Agreement shall mean a year of employment.

CLAUSE 3. - CONTRACT OF EMPLOYMENT

- 3.1 Employees may be engaged as Weekly Employees or Casual Employees.
- 3.2 All prospective employees shall complete an employment application form prior to each engagement. The employee must ensure that the information given on the application form is true in every respect as far as reasonably possible and, if subsequently any detail is found to be untrue, the Employer may dismiss the employee without notice.
- 3.2.1 All employees engaged shall be informed in writing of the type of hiring being offered at the time of engagement and the method of payment and conditions of work which apply to the hiring and shall

be required to sign in acceptance of the terms and conditions of hiring.

- 3.2.2 Upon engagement a Seasonal Employee shall be advised of the anticipated duration of the season, provided that the employer may vary this period by this period may be varied by the employer by giving not less than seven (7) days, notice in writing to the employee.

CLAUSE 4 - TERMINATION OF EMPLOYMENT

- 4.1 Employment of Weekly or Seasonal Employees may be terminated by one (1) week's notice on either side or payment in lieu of notice by the employer or forfeiture, of one week's pay in lieu of notice by the employer.
- 4.2 Notwithstanding the provisions of subclause 4.3 the employer has the right to summarily dismiss any employee for serious misconduct.
- 4.3 Where an employee has given or been given notice, they shall continue in their employment until the notice date. If, without reasonable cause (proof of which shall be the employee's responsibility), the employee is absent from work during such period, they shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by them within that period.
- 4.4 The employment of Casual Employees may be terminated by one (1) hour's notice on either side or by one (1) hour's pay being paid or forfeited, as the case may be, in lieu of notice.

CLAUSE 5 - CLASSIFICATION OF EMPLOYMENT

- 5.1 A Train Driver may be either a ;
- 5.1.1 Trainee Driver An employee engaged to undertake training to become a Train Driver.
- 5.1.2 First Level Train Driver A Train Driver who is the subject of disciplinary action for misconduct and is reduced to a lower rate of pay.

- 5.1.3 Second Level Train Driver An employee who is certified by the NSW Department of Transport as being competent to perform the duties of a Train Driver.

CLAUSE 6 - DISCIPLINE CODE FOR TRAIN DRIVERS

- 6.1 Generally, a Train Driver shall be disciplined to a lower rate of pay for a specified period of time, if, in the opinion of the Skitube Operations Supervisor, and at the final discretion of the Skitube Operations Manager, the Train Driver has been negligent, inattentive, or lacking in quality of work, which causes an unwarranted and unwanted variance to the operation of the train and/or system, or is deemed to place the Employers property, other employees, and/or patrons in jeopardy of their well-being.
- 6.2 Any Train Driver who believes he/she has been unfairly disciplined has the right of appeal to the Train Operations Manager, General Manager-Corporate Services, or the Chief Executive Officer. The Union Official or the Union Representative may represent the Employee.

CLAUSE 7 - DISPUTE PROCEDURE

- 7.1 An employee may refer any dispute arising out of employment to his/her nominated representative or the Union Representative may refer any dispute arising out of employment to the Employer Representative appointed for this purpose.
- 7.2 The Union Representative shall refer any dispute arising out of employment to the Employer Representative appointed for this purpose.
- 7.3 Failing settlement between the employer and the Union Representative on the job, the Union Representative shall refer the dispute to the appropriate Union Official who will take the matter up with the Employer.
- 7.4 All efforts shall be made by the Employer and the Union Organiser to settle the matter, but failing

settlement both parties shall have the right to refer the matter to the Industrial Commission of NSW.

- 7.5 During the discussions the situation and conditions shall remain as that which existed prior to the dispute and work shall proceed normally.
- 7.6 In the case of a dispute full consultation between both parties must take place as soon as possible and no later than 14 days after the dispute arises.

CLAUSE 8 - PAYMENT OF WAGES

- 8.1 Wages will be lodged with the Employees' bank no later than three (3) days after the end of the pay week for distribution by EFT to employees' bank accounts.
- 8.2 Wages shall be paid by electronic funds transfer and transferred to the employees' bank or building society account, as selected by the employee.
- 8.3 On each pay-day, the Employer shall notify each employee in writing the amount of wages to which they are entitled, the amount of deductions made and the net amount due to be paid to the employee. Such detail shall be given confidentially.

CLAUSE 9 - HOURS OF WORK

- 9.1 The ordinary hours of work shall be 7.6 hours per day and shall be worked continuously.
- 9.2 Employees shall work in accordance with a weekly roster. Rosters are to be displayed no later than four (4) days prior to the start of the weekly period and shall not be changed except by mutual agreement between the Employer and employee.
- 9.3 Subject to Clause 10, Shift Work, the ordinary hours of work shall be an average of thirty eight (38) per week to be worked on any day between

the hours of 6.00 am and 7.00 pm, Monday to Sunday on one of the following basis:

- 9.3.1 38 hours within a work cycle not exceeding seven (7) consecutive days; or
 - 9.3.2 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - 9.3.3 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
 - 9.3.4 152 hours within a work cycle not exceeding twenty-eight (28) consecutive days.
- 9.4 A thirty eight (38) hour week may be any one of the following:
- 9.4.1 by employees working 5 equal days of 7.6 hours; **OR** by the employees working eight (8) hours each day, therefore accruing 24 minutes per day towards an additional day off.
- 9.5 Consultation shall occur on any other method of implementation of the thirty eight (38) hour week with the appropriate union representatives. However, the final choice as to the method of implementation of the thirty eight (38) hour week shall rest with the Employer.

CLAUSE 10 - SHIFT WORK

- 10.1 The employer may require its employees to work under a system of shift work with shifts operating twenty four (24) hours per day and seven (7) days in each week.
- 10.2 Subject to the following conditions, shift workers shall work at such times as the Employer may require.
 - 10.2.1 Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each twenty four (24) hour period.

- 10.2.2 Twenty (20) minutes shall be allowed to shift workers each shift for crib that shall be counted as time worked.
- 10.3 For all paid time on duty, not subject to overtime penalties, employees shall be paid as follows when employed on shift work:
- 10.3.1 "Afternoon Shift" means a shift which employees commence at or between 12.00 noon and 6.59 pm for which they shall be paid fifteen (15%) percent in addition to the normal hourly rates as described in Clause 13.
- 10.3.2 "Night Shift" refers to the hours worked means a shift which employees commence at or between 7.00 pm and 3.59 am. Hours worked within this band will shall be paid twenty (20%) percent in addition to the normal hourly rate described in Clause 13.
- 10.3.3 "Early Morning Shift" means a shift which employees commence at or between 4.00 am and 5.59 am for which they shall be paid fifteen (15%) percent in addition to the normal hourly rates as described in Clause 13.
- 10.4 Unless the contrary intention appears, all provisions of Clause 9 of this agreement shall apply to the provisions of this clause.

CLAUSE 11 - ADDITIONAL DAY OFF

- 11.1 An employee (excluding Casual Employees) who works an eight hour day accrues twenty-four (24) minutes per day worked towards an Additional Day Off.
- 11.2 Subject to sub-clause 11.5, an employee shall take their Additional Day Off within fourteen (14) days of the employee's entitlement thereto arising, being accrued or as agreed between the employee and the employer.
- 11.3 In the event of an emergency the Employer may require an employee to work on their additional

day off, provided that the employee shall be paid at the overtime rates for that day worked.

- 11.4 Upon termination an employee shall be paid all time accrued which has not been taken by the employee as an Additional Days off.
- 11.5 Despite sub-clause 11.2 the entitlement to Additional Day/s Off shall be accumulated during the period of 1 June to 30 September to be taken at the end of the ski season. The accumulated Additional Day/s Off may, with agreement of the Employer, be deferred and taken together with annual leave entitlements.
- 11.6 The Employer may make payment to an employee in lieu of any Additional Day Off or part thereof to which the employee is entitled at the Employers discretion.

CLAUSE 12 - MEAL BREAKS

- 12.1 Employees are entitled to a meal break of between thirty (30) and sixty (60) minutes duration without pay provided they do not work more than five (5) consecutive hours without a break.
- 12.2 Where Train movements allow, Train Drivers and/or Controllers shall have a paid meal break of twenty (20) minutes which is to be taken between the third and fifth hour.
- 12.3 Where an employee is required to work for more than five (5) hours, after the start of ordinary time without a meal break, the employee shall be paid at the overtime rate until such a break is provided.

CLAUSE 13 - RATES OF PAY AND ALLOWANCES

13.1 The following rates of pay shall apply to the classifications and Allowances shown:

<u>Rates of Pay</u>	<u>Rate per Hour</u>
<u>Train Drivers</u>	
Trainee Driver	\$13.6931
Train Driver - Level I	\$16.7258
Train Driver - Level II	\$18.2127
<u>General Duties</u>	
Leading Hand Track Inspector	\$16.4376
Track Inspector	\$15.8498
Railway Maintenance Labourer	\$13.4865
General Labourer	\$13.4865
Gardener	\$13.4865
<u>Allowances</u>	
Duty Controllers	\$ 1.8985
Tunnel Allowance	\$ 0.6110
Meal Allowance	\$ 5.1181

13.2 The rates stated in this clause are, apart from the Allowances, inclusive of compensation for all discomforts and disabilities associated with the normal duties of the job classification shown in subclause 13.1 above.

13.3 The rates of pay and Allowances shall be varied in accordance with Section 43 of the Industrial Relations Act 1996 (NSW).

CLAUSE 14 - OVERTIME

14.1 The Employer may require any employee to work reasonable overtime in order to meet the requirements of the business.

14.2 For all time worked in excess of ordinary hours prescribed in Clause 9 - Hours of Work and Clause 10 - Shift Work, the rates of pay shall be time and one-half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work. In calculating overtime, each day's work shall stand-alone.

- 14.3 All employees shall have a rest period of at least ten (10) consecutive hours between ceasing the work on one day and recommencing work on the next day. Employees who do not have a rest period of at least ten (10) consecutive hours shall be paid overtime rates until released from duty for such a rest period.
- 14.4 An employee with the exception of Track Inspectors and Railway Maintenance Labourers recalled to work after leaving the employer's premises shall be paid for a minimum of two (2) hours work at the appropriate overtime rate. Track Inspectors and Railway Maintenance Labourers who will be paid a minimum of Four (4) hours at the appropriate overtime rate. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours.
- 14.5 An employee working overtime shall be entitled to a paid meal break of twenty (20) minutes.

CLAUSE 15 - MIXED FUNCTIONS

- 15.1 The Employer may require an employee to perform functions other than the ordinary functions of their classification so long as those functions are within the employee's competence. Additionally, the Employer may require an employee to perform work at locations other than the location at which the employee ordinarily works.
- 15.2 An employee engaged during one day or shift on duties carrying a higher rate than their ordinary classification, shall be paid the higher rate only whilst performing those duties.
- 15.3 An employee ordered to act in or to relieve for another in a lower grade shall not have their rate of pay reduced while so employed, except in cases of disciplinary action (Clause 6).
- 15.4 An employee ordered to act in or to relieve for another in a grade shall abide by the conditions of that-classification.

CLAUSE 16 - DUAL ROLE EMPLOYMENT

- 16.1 A person may be employed to carry out two specific job roles on two rates of pay, provided that:
- 16.1.1 The employee is given written notice that they are being employed specifically under the conditions of this clause prior to the commencement of their employment;
 - 16.1.2 The employment under each role is for a specified, seasonal period of not less than four months in any one period;
 - 16.1.3 The periods of employment be nominated by date prior to commencement of the employment;
 - 16.1.4 If the employee is required to act in the higher nominated job role for a period of time while serving in the lower duties role they shall be paid a minimum of one day on the higher rate of pay relevant to that duty (as per clause 13);
 - 16.1.5 While the employee is employed under the terms of this clause all Annual Leave shall be paid on the basis of time spent in each job classification;
 - 16.1.6 Superannuation contributions shall be deducted weekly from the actual weekly wages earned. The weekly wages for each job description are detailed in Clause 13 and the percentage of the Superannuation contribution is specified in Clause 30;
 - 16.1.7 Clause 13 shall determine the rates of pay for the relevant positions worked; and
 - 16.1.8 When a permanent position becomes vacant in the higher duties classification of the employees dual role classification then this person shall have first option to the position. An employee shall retain the right of refusal to accept the position.

CLAUSE 17 - PUBLIC HOLIDAYS

- 17.1 In view of the nature of the Employer's operations, employees may, from time to time be required to work on Public Holidays, that are gazetted in the State of NSW.
- 17.2 Where an employee is absent from their employment on the working day before or the working day after a Public Holiday, without reasonable excuse or without the consent of the Employer, the employee shall not be entitled to payment of such holiday.
- 17.3 All employees who work on a Public Holiday shall be paid the normal rate for the actual hours worked plus time and one-half.
- 17.4 Where a weekly employee is rostered to work five days in seven and works five days in seven, inclusive of authorised sick leave, and a Public Holiday, as described within clause 17.1 falls on the day or days that the employee is rostered off within the normal seven day week, then the employee will accrue an additional day off, to be taken as paid time off, at normal hours. This accrued additional day off shall be generally taken consistent with the provisions of clause 11.2 of the agreement.
- 17.5 Where a seven day shift worker cannot accrue 38 hours during any five day in seven work cycle, due to a Public Holiday, as described within clause 18.1, occurring within that cycle, then the employee shall be paid normal hours for the Public Holiday.

CLAUSE 18 - SICK LEAVE

- 18.1 Each Full Time Employee who has completed eight (8) weeks continuous service and who is absent from work on account of personal illness or accident, not being an accident compensated by workers' compensation, shall be entitled to leave of absence with pay subject to the following conditions and limitations.

- 18.1.1 Full Time Employees shall be entitled to sick leave of five (5) days in the first year of employment and eight (8) days in each subsequent year of continuous employment with the Employer. Full time employees shall be entitled to two (2) sick days of their annual entitlement in each year of their employment on full pay without the production of a Doctor's Certificate, such uncertified entitlement shall not accumulate.
- 18.1.2 The employee shall notify the Employer at-prior to the beginning of their of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- 18.1.3 On their return to work The employee shall furnish evidence as the Employer may reasonably require that the employee was unable, by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 18.1.4 Full Time Employees' shall accumulate the balance of sick leave not taken each calendar year. The balance of sick leave not taken by an employee is not payable on termination of employment.
- 18.1.5 When an employee who has been on sick leave, is ready to return to duty he or she shall notify the Supervisor prior to returning to work in accordance with the Employers 'Return to Work Policy'.
- 18.2 Seasonal Employees who have completed four (4) weeks' continuous service shall be entitled to one (1) day per two (2) calendar month period of paid sick leave.
- 18.2.1 The employee shall, inform the Employer prior to the beginning of their shift of their inability to attend for duty, and as far as is practicable, state the nature of the injury or illness and the estimated duration of the absence.

18.2.2 The employee shall furnish such evidence as the employer may reasonably require that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

CLAUSE 19- ANNUAL LEAVE

19.1 Subject to Clauses 19.2, 19.3, 19.4 and 19.5 annual leave will be taken in accordance with the Annual Leave Act, 1944.

19.2 Seven Day Shift Workers (Definition at clause 2.20) shall be allowed five weeks annual leave.

19.3 Loading on Annual Leave

19.3.1 During a period of annual leave an employee shall receive a loading calculated at the rate of seventeen and one half percent (17.5%) of the ordinary weekly rate described by this Agreement for the classification in which the employee was employed immediately before commencing their annual holiday.

19.3.2 Leave loading is not payable on leave paid out on termination.

19.3.3 The loading on annual leave taken in advance as per clause 20.7 shall not be payable until the actual entitlement.

19.4 Employees are required to take annual leave during the period from the 15 October in one year and 31 May of the next year.

19.5 The annual leave shall be given and taken as directed by the Employer on the following basis:

19.5.1 In one continuous period

or

19.5.2 In two separate periods, one of which shall be of at least two (2) week duration.

CLAUSE 20 - LONG SERVICE LEAVE

20.1 See Long Service Act, 1955.

CLAUSE 21 - BEREAVEMENT LEAVE

- 21.1 An employee on weekly engagement shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, mother-in-law, father-in-law, grandfather and grandmother be entitled to be taken in the period up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days of work. The employee to the satisfaction of their Employer shall furnish proof of such death.
- 21.2 Provided further an employee, on weekly engagement, shall be entitled to a maximum of three (3) days leave without loss of pay on the production of satisfactory evidence of the death outside Australia of an employee's mother, father, husband, wife or child where such employee travels outside Australia to attend the funeral.
- 21.3 For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de-facto wife or husband.
- 21.4 Provided further that, with the consent of the Employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement, be paid bereavement leave and also be entitled to up to five (5) working days unpaid leave in respect to the death within Australia or overseas of a relation to whom the clause applies.

CLAUSE 22 PARENTAL LEAVE

- 22.1 Refer to the provisions of the Industrial Relations Act 1996 (NSW).

CLAUSE 23 - JURY SERVICE

- 23.1 A weekly employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer at an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of single time pay the employee would have received had they not been on jury service.
- 23.2 An employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the Employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

CLAUSE 24 - CERTIFICATION

- 24.1 The Employer may require Train Drivers to undertake training, retraining and refresher programs from time to time and to obtain and keep current any licences or certificates required by law or by the appropriate regulatory authorities or reasonably required by the Employer in order for them to fulfil their duties.

CLAUSE 25 - UNIFORMS, CLOTHING & EQUIPMENT

- 25.1 Where uniforms, clothing and/or tools and equipment are issued on a personal basis, such items shall remain the property of the Employer and shall be produced by the employee to the employer when requested or on termination of employment. Loss and damage due to any cause arising out of neglect or misuse by the employee shall be a charge against the wages of the employee. The Employer may make a deduction at a reasonable rate from the wages of the employee, provided that no deductions shall be made for reasonable wear and tear.

- 25.2 It is a condition of employment for an employee to use and/or wear such equipment where and as directed by the Employer.

CLAUSE 26 - NO PUBLICITY RIGHTS

- 26.1 The Employer reserves the right to release any photographs, films, or any form of publicity taken of employees during the execution of his / her normal duties, without any remuneration to employees provided, where the consent of the employee has been gained.

CLAUSE 27 - ACKNOWLEDGMENT OF UNIQUE NATURE OF SKITUBE

- 27.1 The Union and Employer each state and acknowledge that the Employer's operation is unique and not associated with any other railway system or industrial operation in New South Wales or elsewhere.
- 27.2 In addition, in recognition of that circumstance the Union undertakes that it will not seek to involve the Employer or any employees engaged under this agreement in any industrial action over matters affecting or relating to other members, or the Union's membership generally.

CLAUSE 28 - AREA, INCIDENCE AND DURATION

- 28.1 This agreement shall apply to the Union and the Employer defined herein and to all persons employed by the Employer in the classifications listed in Clause 13, Rates of Pay of this Agreement.
- 28.2 This agreement shall take effect from the beginning of the first pay period to commence on or after 1st April 2001 and shall remain in force for a period of one year. After the expiration of this period this agreement will remain in force until renegotiated by the parties or terminated in accordance with the Industrial Relations Act 1996 (NSW).

- 28.3 This Agreement / Award can be reviewed if requested by either party to ensure the intentions and commitments of the parties are met.

CLAUSE 29 - RIGHTS OF UNION OFFICIALS

- 29.1 Officials of the Union shall be entitled, with reasonable notice, to enter the Employers premises for the purpose of interviewing Union members and discussing matters of mutual concern. During such visits normal work will continue without interruption.
- 29.2 The Employer recognises that the Union Representative duly elected by the Union members of the work place, is a legitimate representative of the Union.

CLAUSE 30 - SUPERANNUATION

- 30.1 Subject to the requirements of the relevant legislation superannuation contributions shall be made to the ACP Retirement Fund.
- 30.2 The Employer shall pay contributions on behalf of the employee to the superannuation fund in accordance with statutory requirements. Such contributions made on behalf of the employee shall be based on the ordinary time earnings component of the rates of pay for each classification of employee, as specified in clause 13 of this Agreement.

CLAUSE 31 - CODE OF ETHICS

- 31.1 The Union agrees to encourage and use it's best endeavours to ensure its members:
- 31.1.1 Treat the Employers customers, the public and other employees in a businesslike, courteous and friendly manner.
- 31.1.2 Abide by, at all times, the Employers published policies and work place rules.
- 31.1.3 Carry out their duties to a high standard and at all times to promote work place health and safety standards.
- 31.1.4 Respect and safeguard the property of the Employer, other employees and the public.

IN WITNESS this Agreement was executed on the date first written above.

SIGNED for and on behalf

Australian Rail Bus & Tram Industry Union

By its authorised signatory.

Robert E Plain

Robert E Plain
President

Alex Claassens

Witness (Print)

A. Claassens

Signature of Witness

SIGNED for and on behalf of)
PERISHER BLUE PTY LIMITED)
By its authorised signatory)

Richard Ink

Name (Print)

GENERAL MANAGER CORPORATE SERVICES

Title.

Gavin Girling

Witness (Print)

[Signature]

Signature of Witness