FairWork Commission

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

NSW Trains
(AG2018/1309)

NSW TRAINS ENTERPRISE AGREEMENT 2018

Rail industry

COMMISSIONER CAMBRIDGE SYDNEY, 24 APRIL 2018

Application for approval of the NSW Trains Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *NSW Trains Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). It has been made by *NSW Trains* (the Employer). The Agreement is a single-enterprise agreement.

[2] The application was lodged at Sydney on 4 April 2018. The application included a Statutory Declaration of *John McAuliffe* made on behalf of the Employer and dated 4 April 2018 (the Declaration). The Declaration stated that the Agreement was made on 23 March 2018. Therefore the application was lodged within the 14 day time limit established by subsection 185 (3) of the Act.

[3] The Fair Work Commission (the Commission) identified a concern relating to the contents of certain terms contained in the Agreement, which required rectification. The Employer was advised of this concern and invited to provide a response.

[4] The Commission has received correspondence dated 23 April 2018, from lawyers acting on behalf of the Employer which included further material in support of the application together with an Undertaking made by and duly signed by the Employer, and proposed to the Commission pursuant to s. 190 of the Act (the Undertaking).

[5] Part 2-4 of the Act includes various procedural requirements that must be satisfied before the Commission can approve of an enterprise agreement. I have reviewed the contents of the Declaration, the further material in support of the application and the Undertaking. As a result of the consideration of these materials I am satisfied that, inter alia, the procedural requirements of Part 2-4 of the Act have been met.

[6] The application for approval was listed for Hearing in Chambers before the Commission on 24 April 2018. I note that the file has included Statutory Declarations of; *Alex Claassens* made on behalf of the *Australian Rail, Tram and Bus Industry Union* (RTBU);

Natalie Lang made on behalf of the *Australian Municipal, Administrative, Clerical and Services Union* (ASU); and *Paul Davies* made on behalf of *The Association of Professional Engineers, Scientists and Managers, Australia* (APESMA), as employee organisations in relation to the application.

[7] I note that the Agreement contains a flexibility term at clause 43 and a consultation term at clause 7.

[8] I am prepared to accept the Undertaking. As provided by s. 191 of the Act, the Undertaking is taken to be a term of the Agreement. I am satisfied that each of the requirements of ss. 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[9] The RTBU, ASU, and the APESMA, being bargaining representatives for the Agreement, has each given notice under s. 183 of the Act that each organisation wants the Agreement to cover it. As required by subsection 201 (2) of the Act I note that the Agreement covers the RTBU, ASU, and the APESMA.

[10] The Agreement as varied by the Undertaking is approved. In accordance with subsection 54 (1) of the Act it will operate from 1 May 2018. The nominal expiry date of the Agreement as specified in clause 6.1 of the Agreement, is 1 May 2021.

COMMISSIONER

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IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/1309

Applicant:
NSW Trains

Undertaking- section 190

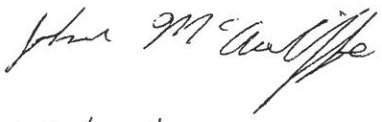
I, **John McAuliffe**, Director Workplace Relations, Policy & Transition Services of Sydney Trains and NSW Trains give the following undertakings with respect to the NSW Trains Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by NSW Trains to provide this undertaking in relation to this application before the Fair Work Commission.

2. In respect of Employees covered by the Agreement, NSW Trains undertakes that notwithstanding clause 15.9(b) of the Agreement, the minimum amount payable to an employee on a supported wage will not be less than the amount specified in Schedule C of the Rail Industry Award 2010 from time to time.

Employer name: NSW Trains

Authority to sign: John McAuliffe

Signature: 

Date: 23/4/18

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

NSW TRAINS
ENTERPRISE AGREEMENT 2018

SECTION 1 - CORE CONDITIONS

Clause No.		Page No
SECTION 1 - CORE CONDITIONS		2
PART A:	INTRODUCTION AND OBJECTIVES	8
1.	INTRODUCTION	8
2.	OBJECTIVES OF THE PARTIES TO THIS AGREEMENT	8
PART B:	OPERATION	9
3.	DEFINITIONS	9
4.	TITLE	11
5.	COVERAGE OF AGREEMENT	11
6.	NOMINAL TERM OF THIS AGREEMENT	11
7.	CONSULTATIVE PROCESS	11
8.	DISPUTE SETTLEMENT PROCEDURE (DSP)	12
9.	RELATIONSHIP TO AWARD	14
10.	UNINTENDED CONSEQUENCES	14
11.	WAGE/ SALARY AND ALLOWANCE ADJUSTMENTS	14
12.	FACILITATION OF CHANGES TO THE TERMS OF THIS AGREEMENT	15
13.	NO EXTRA CLAIMS OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT	17
14.	EMPLOYMENT ARRANGEMENTS	18
15.	FORMS OF EMPLOYMENT	18
16.	INDUCTION AND ORIENTATION	23
17.	PROBATIONARY PERIOD OF EMPLOYMENT	23
18.	TERMINATION OF EMPLOYMENT	23
19.	ABANDONMENT OF EMPLOYMENT	24
20.	FILLING OF AUTHORISED POSITIONS	24
21.	PROMOTION APPEALS	25
22.	STAFF REVIEW PROCESSES (STATIONS AND CLEANERS – OTHER THAN TRAIN CREW)	25
23.	SALARY SACRIFICE	26

24.	HOURS OF WORK	26
25.	COMPETENCY BASED CLASSIFICATION STRUCTURES	26
26	ROSTERING PRINCIPLES (SHIFT WORKERS)	28
27	LEAVE PROVISIONS	29
28	PUBLIC HOLIDAYS	39
29	PICNIC DAY	40
30	EMPLOYEE TRAVEL PASS	41
31	UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT	41
32	DISCIPLINARY MATTERS	41
33	DRUGS AND ALCOHOL TESTING	44
34	WORKPLACE HEALTH, SAFETY AND ENVIRONMENT	44
35	INSURANCE COVER FOR ACCIDENTS	45
36	HEALTH STANDARDS	45
37	UNION RIGHTS	46
38	MANAGEMENT CONTRACTS - TRANSITIONAL ARRANGEMENTS	48
39	ACCRUED DAY OFF	48
40	EMPLOYEE ASSISTANCE FOLLOWING A CRITICAL INCIDENT	49
41	HOME DEPOT/STATION	49
42	WEEKEND PENALTIES	49
43	FLEXIBILITY PROVISIONS	49
44	PAYROLL DEDUCTION	50
45	CONTRACTORS, SUPPLEMENTARY LABOUR AND OUTSOURCING	50
46	TRANSFER ALLOWANCES	52
SCHEDULE 1A - SALARY CAPS FOR ANNUAL LEAVE LOADING		54
SECTION 2 - SALARIED EMPLOYEES		55
47	APPLICATION OF SECTION 2	55
DIVISION 1 - ALL EMPLOYEES		55
48	APPLICATION OF DIVISION 1	55
49	DEFINITIONS	55
50	RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL	55

51	ORDINARY HOURS OF WORK	55
52	INTERVALS BETWEEN SHIFTS	56
53	MEAL BREAKS	56
54	SUNDAY TIME	57
55	SHIFT WORK	57
56	WORKING ON BOOK OFF DAY	57
57	MINIMUM PAYMENTS	58
58	BROKEN SHIFTS	58
59	OVERTIME	58
60	ON CALL ALLOWANCE	59
61	CALL OUTS	60
62	EXCESS TRAVELLING TIME	60
63	TRAVELLING TIME	61
64	TRAVELLING AND INCIDENTAL EXPENSES	61
65	HIGHER GRADE	64
66	PERFORMANCE MANAGEMENT AND DEVELOPMENT	64
67	ALLOWANCES	66
DIVISION 2 - STATIONS OPERATIONS MANAGEMENT		67
APPLICATION OF DIVISION 2		67
68	DUTY MANAGERS - RELIEF	67
69	MERIT REVIEW	67
70	OCR ASSESSMENT	67
DIVISION 3 – REGIONAL EMPLOYEE (FORMER COUNTRYLINK)		67
71	APPLICATION OF DIVISION 3	67
72	SHIFT WORK – REGIONAL STATIONS (FORMER COUNTRYLINK)	67
DIVISION 4 – NSW TRAINS CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES		67
73	NSW TRAINS CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES	67
DIVISION 5 – FORMER RAC EMPLOYEES		68
74	GENERAL SAVINGS PROVISIONS	68

75	EMPLOYEE TRAVEL PASS	68
76	OVERTIME	68
77	SICK LEAVE	68
DIVISION 6 – FORMER RIC EMPLOYEES		68
78	PAYMENT FOR WORK ON A PUBLIC HOLIDAY	68
79	EFFICIENCY IMPROVEMENT AND WORKPLACE FLEXIBILITY	69
80	TRAINING AND DEVELOPMENT	69
SCHEDULE 2A: CLASSIFICATIONS AND RATES OF PAY		70
SCHEDULE 2B: ALLOWANCES		73
SECTION 3 - WAGES GRADES		74
81	APPLICATION OF SECTION 3	74
82	ORDINARY HOURS OF WORK	74
83	INTERVALS BETWEEN SHIFTS	74
84	MEAL BREAKS	75
85	SUNDAY TIME	75
86	SHIFT WORK	75
87	WORKING ON BOOK OFF DAY	75
88	OVERTIME	76
89	CALL OUTS	76
90	ON CALL ALLOWANCE	77
91	EXCESS TRAVELLING TIME	77
92	TRAVELLING TIME	77
93	TRAVELLING AND INCIDENTAL EXPENSES	78
94	PENALTY RATES NOT CUMULATIVE	79
95	RIGHT TO DEDUCT PAY	79
96	ALLOWANCES	79
97	HIGHER GRADE	81
98	RATES OF PAY, ALLOWANCES AND EXPENSES	81
SCHEDULE 3A – CLASSIFICATION AND RATES OF PAY		82
SCHEDULE 3B – ALLOWANCES		82

SECTION 4 - OPERATIONS		83
99	APPLICATION OF SECTION 4	83
100	DEFINITIONS AND INTERPRETATION	83
101	HOURS OF WORK	84
102	INTERVALS BETWEEN SHIFTS	84
103	MEAL BREAKS	85
104	SUNDAY TIME	85
105	SHIFT WORK	86
106	GUARANTEED PAYMENT	87
107	WORKING ON BOOK OFF DAY	87
108	LIMITS OF SHIFTS	88
109	BROKEN SHIFTS	89
110	TIME ALLOWANCES	89
111	OVERTIME	89
112	EXCESS TRAVELLING TIME	91
113	TRAVELLING TIME	91
114	TRAVELLING AND INCIDENTAL EXPENSES	92
115	PENALTY RATES NOT CUMULATIVE	93
116	RIGHT TO DEDUCT PAY	93
117	ALLOWANCES	94
118	REGIONAL (FORMER COUNTRYLINK) DRIVERS	97
119	REGIONAL (FORMER COUNTRYLINK) DRIVERS - OTHER CONDITIONS	98
120	HIGHER GRADE	98
121	TRAIN DRIVERS EXCLUDING REGIONAL (FORMER COUNTRYLINK)	99
122	CONSULTATIVE FORUMS	99
123	TRAIN GUARDS – OTHER CONDITIONS	99
124	RATES OF PAY, ALLOWANCES AND EXPENSES	101
125	ASSESSMENT PROCESS - TRAIN DRIVERS AND GUARDS	102
126	CUSTOMER ATTENDANT LEVEL 2 - REGIONAL (FORMER COUNTRYLINK) STATIONS	102

127 PART-TIME WORK IMPLEMENTATION COMMITTEE - TRAIN CREWING 102

128 TRAIN CREW ROSTERS 102

SCHEDULE 4A –CLASSIFICATIONS & RATES OF PAY 104

SCHEDULE 4B – ALLOWANCES 106

SIGNATORIES 107

Part A: INTRODUCTION AND OBJECTIVES

1. INTRODUCTION

1.1. This Agreement comprises four sections. The provisions included in Section 1 have organisational wide application. The provisions included in Sections 2 to 4 have application to Employees covered by the classifications included in the respective sections (as indicated in each section title). The provisions in Section 1 are to be read in conjunction with any provisions in Sections 2 to 4 which are intended to have functional application and have therefore been included in other Sections of this Agreement. Where provisions in Sections 2-4 are inconsistent with provisions in Section 1, the provisions in Sections 2-4 will prevail for the Employees covered by those Sections.

1.2. NSW Trains commenced operation on 1 July 2013.

1.3. NSW Trains provides intercity and regional passenger rail services. NSW Trains is responsible for the safe operation and crewing of passenger trains and stations in regional and intercity area.

2. OBJECTIVES OF THE PARTIES TO THIS AGREEMENT

2.1. The following are the objectives of this Agreement. They form a guide for the parties should there be a dispute relating to the interpretation of a clause or clauses within this Agreement.

2.2. To provide a mechanism for ongoing change, where required, in order for the Employer to meet its strategic objectives of a safe, reliable, efficient, financially responsible and customer focused service.

2.3. To recognise safety as a fundamental contributor to successful operations and to ensure that employment conditions and practices provide a framework within which the Employer can achieve a safe environment.

2.4. To commit to reform, continuous improvement and to promote a culture of continuous improvement, benchmarking and learning.

2.5. To ensure that all Employees are treated with trust, dignity and concern for their rights and individual needs.

2.6. To provide equality of opportunity with respect to recruitment, training, redeployment and promotion.

2.7. To assist the organisation to develop its capabilities by implementing competency based classification structures, where appropriate, which support organisational needs and provide career paths for Employees, as well as providing opportunities for Employees to attain and use all relevant nationally recognised skills, competencies, and qualifications as the business may require.

2.8. To commit to timely and transparent dispute resolution at the workplace in order to avoid industrial confrontation and any associated disruptions to operations or services.

PART B: OPERATION

3. DEFINITIONS

Accrued Day Off (ADO) is the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Agreement means this Agreement including any schedules to this Agreement.

Approved Picnic Day means that it is recognised by The Employer.

Base Salary means a salary that excludes all allowances.

Call Out means an Employee called out for emergency work outside of ordinary rostered hours.

Casual Employee is a person for whom the periods of engagement are irregular and uncertain or, if regular, for a fixed or limited duration only.

Competence is the ability to perform activities consistently to a recognised standard.

Consultation is a mechanism through which Employees and Employee representatives provide input into proposals that directly affect Employees in the workplace. The term consultation is understood as a process of seeking information, seeking advice, exchanging views and information while the proposal is under consideration in accordance with the process outlined in sub-clause 7.3 of this Agreement.

Critical Incident can include one or more of the following characteristics: driving a train that directly strikes a person or a vehicle containing a person; providing first aid to a grievously injured person; identifying body parts or moving them from obstructing the railroad; being the victim of an assault at work that causes grievous bodily harm (whether or not involving a weapon). A critical incident may be defined more specifically for an Employee's classification.

Dispute means any grievance, claim, problem or issue at work arising between the parties to this Agreement.

Dispute Settlement Procedure (DSP) means the dispute settlement procedure outlined in Clause 8.

Employee means an Employee of NSW Trains.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means NSW Trains.

Family Member means:

(a) a spouse of the Employee;

(b) a de facto spouse, who, in relation to the Employee is a person of either the opposite or same 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;

(c) 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 or legal guardian), grandparent, grandchild, or sibling of the Employee or spouse or de facto spouse of the Employee; or

(d) 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 where the relative is a blood relative of the person's spouse; and

iii. "household" means a family group living in the same domestic dwelling.

FWC means Fair Work Commission.

Full-Time Employee is a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 24.

Management Contract covers the employment arrangements of those managerial Employees whose employment arrangements are not regulated by, but who are eligible for the provisions of this Agreement, other than those provisions set out in Clause 38.

Master Roster is a roster that operates over an extended time frame and refers to the allocation of work as determined by business and operational requirements. It identifies lines of roster only and contains starting times for each day's work and diagrams/schedule numbers for train crew. The master roster also provides Rostered Days Off (RDOs) for each line of roster and where applicable Accrued Days Off (ADOs) arising from the working of a 19 day month.

NES means the National Employment Standards as incorporated in the Fair Work Act 2009 (Cth).

On Call means an Employee who has been directed by the Employer to be available outside their normal working hours for recall to duty. The Employee must be contactable and available for duty as required.

Parent Award for all purposes of this Agreement is the Rail Industry Award 2010.

Part-Time Employee is a person employed on a permanent or temporary basis to work fewer ordinary hours than those worked by a full time Employee of the same classification and grade.

Rostered Day Off (RDO) is the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Salaried Employee is an Employee who is paid an annualised rate of pay

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

Shift is a turn of duty during which work is performed.

Shiftworker means an Employee whose ordinary working hours 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 (i.e. Saturday and Sunday) working.

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

Temporary Employee is a person recruited externally for a fixed period of not more than 12 months or for a special project, or maternity relief of not more than 24 months on either a full time or part time basis.

Union means an organisation of Employees as listed at Clause 5 (Coverage of Agreement) of this Section 1.

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.

Wages Employee is an Employee who is paid a weekly rate of pay.

Working / Period Roster is a roster that operates on a weekly / fortnightly / four week cycle basis as defined in functional areas. All known actual work, including overtime and RDOs / ADOs, is displayed in the working / period roster. Any RDOs / ADOs shown will reflect the

relevant Master Roster and may be varied in accordance with the current rostering arrangements applicable to the functional area or by Agreement with the affected Employee(s).

4. TITLE

This Agreement shall be known as NSW Trains Enterprise Agreement 2018.

5. COVERAGE OF AGREEMENT

5.1. This Agreement shall be binding on:

(a) NSW Trains

(b) All Employees of NSW Trains and the following organisations of Employees, their branches, officers and members employed in NSW Trains:

i. Australian Municipal, Administrative, Clerical and Services Union;

ii. Australian Rail, Tram and Bus Industry Union; and

iii. Association of Professional Engineers, Scientists and Managers, Australia;

6. NOMINAL TERM OF THIS AGREEMENT

6.1. This Agreement will come into effect 7 days after the Agreement is approved by the Fair Work Commission and will remain in force for three years.

7. CONSULTATIVE PROCESS

7.1. Consultation will take place at two levels within the Employer's organisation:

(a) Peak Level – a regular forum that will meet at least quarterly will be established to provide consultation regarding matters which have an organisational-wide impact or implications. This forum will include representation from senior management and one nominee of each of the Union parties to this Agreement; and

(b) Local Level – shall take place with the affected Employee(s) or through local consultative committees and working parties established as and when required. Such committees include representation from local management and Employee representatives nominated or elected by the affected workforce.

7.2. **Issues subject to consultation**

Issues subject to consultation may include, but are not limited to the following:

(a) changes in the composition, operation, location or size of the workforce, or in the duties and skills required; the elimination or reduction of job opportunities;

(b) alterations to hours of work;

(c) the restructuring of jobs and the consequent need for retraining, training, transfer, or secondment of Employees to other work;

(d) changes to classification structures or position descriptions applying to a job or jobs; and

(e) changes to the operational structure of the Employer.

7.3. **Consultative Arrangements**

The Employer will consult with Employees when there is a proposed change that will impact upon the working arrangements of the Employees. Consultation shall be conducted in good faith with reasonable time for the Employees, Union(s) and their members to respond to the proposed changes.

When a change is proposed that will impact upon the working arrangements of Employees, the Employer will communicate the proposed change to the affected Employees and Employee Representatives.

(a) The Employer will provide relevant information about:

i. The proposed change;

ii. Any effects on the Employees (including workload changes); and

iii. The rationale for the proposed changes based on business needs.

(b) The Employer will meet with the affected Employees and/or their Union Representative(s) and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.

(c) The Employee(s) will be given an opportunity to provide input and discuss the proposed change with their Union Representative(s) to consider the change and respond.

(d) The Employer will respond to any Employee feedback.

(e) Where local consultative committees meet at a regular forum the meeting notice and any agenda shall be provided to representatives on that committee at least one week prior to the meeting.

(f) Where the Employer proposes the introduction of a new policy/procedure or a change to an existing policy/procedure that impact on employees, the Employer shall in the first instance provide a copy to the nominated representative of each Union for review.

7.4. **Unresolved Matters**

Where matters cannot be resolved through the consultative process the dispute will be dealt with in accordance with the Dispute Settlement Procedure at Clause 8 of this Agreement.

8. DISPUTE SETTLEMENT PROCEDURE (DSP)

8.1. The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

8.2. This procedure shall apply to any dispute that arises about the following:

(a) matters pertaining to the relationship between the Employer and Employees (including workload matters);

(b) matters pertaining to the relationship between the Employer and the Employee organisation(s), which also pertain to the Agreement and/or the relationship between the Employer and Employees;

(c) deductions from wages for any purpose authorised by an Employee who will be covered by the Agreement;

(d) the National Employment Standards; and

(e) the operation and application of this Agreement.

8.3. This procedure shall not apply to:

(a) matters arising under the General Protections provisions of the Fair Work Act 2009 (Cth).
(b) Decisions made regarding priority assessment in respect of:
i. the restructure of an employees business unit; or
ii. in the first 3 months of implementation of organisational change.

8.4. Any dispute between the Employer and Employee(s) or the Employee's Representative shall be resolved according to the following steps:

STEP 1: Where a dispute arises it shall be raised in the first instance by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is 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.

STEP 2: If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Director Employee Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) Representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Director Employee Relations being notified of a dispute involving matters other than local issues.

STEP 3: If the dispute remains unresolved, each party to the dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or union official, the CE of NSW Trains or their nominee who will meet and conclude their discussions within 48 hours. The matter may be referred to Unions NSW for resolution of the dispute by any of the parties involved provided Unions NSW is chosen by the Employees as their representative.

STEP 4: If the dispute remains unresolved any party may refer the matter to the Fair Work Commission for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Fair Work Commission provided that arbitration is limited to disputes that involve matters listed in sub-clause 8.2 of this procedure.

8.5. By mutual Agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the Fair Work Commission in the terms outlined at Step 4.

8.6. If it is decided to refer the matter to the Fair Work Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the dispute.

8.7. The parties to the dispute may extend the timeframe of Steps 2 – 4 by agreement. Such agreement shall be confirmed in writing.

8.8. The timeframes in Steps 1 to 4 above are exclusive of weekends and public holidays.

8.9. **Safety Issues**

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

9. RELATIONSHIP TO AWARD

9.1. This Agreement replaces the Rail Industry Award 2010.

9.2. This Agreement replaces the NSW Trains Enterprise Agreement 2014.

10. UNINTENDED CONSEQUENCES

10.1. The parties have developed this Agreement in good faith based upon information shared by the parties during the negotiation process.

10.2. To the extent that other exigencies arise which the parties have not anticipated, or other circumstances warrant, the parties will confer and if necessary make application to vary this Agreement in accordance with the requirements of the Fair Work Act 2009.

10.3. In recognition of the fact that former Awards and Agreements are incorporated by consolidation into this Agreement, the parties agree that if any provisions of these former Awards and Agreements containing a right or liability were not included in this Agreement, the parties will confer and if necessary make application to vary this Agreement in accordance with the requirements of the Fair Work Act 2009 (Cth).

11. WAGE/ SALARY AND ALLOWANCE ADJUSTMENTS

11.1. Wage and salary adjustments provided for in this Agreement are as follows:

(a) A 3.0% pay rise from the first pay period commencing on or after the date of approval by the Fair Work Commission.
(b) A further 3.0% pay rise from the first pay period commencing on or after 12 months after the date of approval by the Commission.
(c) A further 3.0% pay rise from the first pay period commencing on or after 24 months after the date of approval by the Commission.

11.2 The applicable allowances as listed in Schedules 2B, 3B and 4B including industry, expenses, wage and work related allowances will be adjusted in accordance with the percentage increases outlined in sub-clause 11.1.

11.3 Increases in expense related allowances will be in accordance with sub-clause 11.1 and will be effective to commence on and from the date of the Fair Work Commission's approval of the Agreement.

11.4 The parties acknowledge that all allowances listed in the schedules referred to in sub-clause 11.2 will be varied in accordance with adjustments and timelines outlined in sub-clause 11.1.

11.5 Each Employee will be paid fortnightly except Management Contract Employees who will be paid in accordance with the terms of their Management Contract.

11.6 The above pay increases are contingent on Combined Rail Unions supporting a package of reforms across the organisation that involves:

i. Changed composition of notice periods contained in the redundancy & redeployment arrangements;
ii. Implementation of Group Rail services across Sydney Trains & NSW Trains;

iii. Realignment of front-line management across NSW Trains;
iv. Change to sick leave provisions to require a medical certificate to be provided after an absence that exceeds two (2) consecutive working days.
v. Committing to new ways of working in the Rail Operations Centre including consolidation of functions to one centre.

12. FACILITATION OF CHANGES TO THE TERMS OF THIS AGREEMENT

The parties acknowledge that continuous improvement, the acceptance of ongoing change and commitment to safety are fundamental to the success of NSW Trains. Associated with NSW Trains' continuous improvement program and commitment to best practice, changes in technology, organisational structures and work practices will occur. The following provisions will facilitate such changes to the operation of the terms of this Agreement as specified in this clause following a ballot of affected Employees who will share the benefits of agreed changes.

12.1 Train Crew

a) Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the Australian Rail, Tram and Bus Industry Union and the Employer may agree in principle to implement changes for Train Crew (as defined in clause 100) (Affected Employees) to the operation of:
   i. clause 24;
   ii. clauses 99 to 128 of Section 4 and Schedules 4A and 4B inclusive; and
   iii. the conditions of employment (as defined in clause 13.1(d)) contained within the Drivers Rostering and Working Arrangements (including the Overtime Bonus) (DRWA), Guards Rostering and Working Arrangements (GRWA), Stable Rostering Code and Drivers Depot Transfers and Roster Placement Policy / Procedure.

b) The changes may include changes to working arrangements, conditions and payments and will be compensated for by the payment of additional remuneration.

c) The additional remuneration for changes cited in 12.1(a) may include:
   i. an aggregate payment in lieu of currently specified payments;
   ii. compensation for changes or variations to the operation of clauses and/or conditions of employment; and/ or
   iii. Payment in recognition of employee related cost savings delivered by changes or variations to the operation of clauses and/or conditions of employment.

d) Where agreement in principle is reached with any classification of Affected Employees, e.g. Drivers or Guards, clause 12.5 will apply. Any clause of this Agreement or in the DRWA, GRWA, Stable Rostering Code and/or Drivers Depot Transfer and Roster Placement Policy/Procedure the operation of which is changed in accordance with this sub-clause or for which a payment is made in accordance with this sub-clause will cease to apply to Affected Employees upon commencement of an Agreement approved in accordance with sub-clause 12.5. Any additional remuneration will be paid to Affected Employees in accordance with clauses 12.5(f) and (g).

12.2 Station Staff Work Locations Agreement

Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the relevant Union parties to this Agreement and the Employer may agree, in principle, to implement a Station Staff Work Locations Agreement aligned with customer needs for employees employed in any of the following classifications ("Affected Employees").

Salaried	Wages
Station Manager	Customer Service Attendant
Duty Manager	Customer Service Team Leader
Sales Account Team Leader	
Salesperson	
Sales Support Officer	
Station Support Officer	

The Station Staff Work Locations Agreement developed in accordance with this sub-clause will include the payment of additional remuneration in recognition for employee related cost savings delivered by changes to any or all of the following conditions of employment:

Subject	Clauses to be negotiated
Home Depot/Station	41

The above clause will cease to apply to Affected Employees upon commencement of the Station Staff Work Location Agreement.
Any additional remuneration will be paid to Affected Employees in accordance with clauses 12.5 (f) and (g) below.

12.3 Cleaning staff work locations Agreement

Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the relevant Union parties to this Agreement and the Employer may agree to implement work location arrangements aligned with customer needs for employees employed in any of the following classifications ("Affected Employees").

Cleaning Attendant	
Cleaner-in-charge	

The Cleaning Staff Work Locations Agreement developed in accordance with this sub-clause may include the payment of additional remuneration in lieu of employee related cost savings delivered following changes to any or all of the following conditions of employment:

Subject	Clauses to be negotiated
Home Depot/Station	41

The above clause will cease to apply to affected employees upon commencement of the Cleaning staff work location Agreement.

Any additional remuneration will be paid in accordance with clauses 12.5 (f) and (g) below.

12.4 Consultation Process

(a) The following consultation process will apply where the Employer proposes to enter into negotiations with the relevant Union parties to this Agreement to introduce any of the items outlined in subclauses 12.1 to 12.3:

i. When changes are proposed, the Employer will make available in writing all relevant information (including their costings) relating to the change at the commencement of negotiations. The commencement of negotiations should not be understood as acceptance by the relevant union parties of the costings provided

ii. The parties will negotiate in good faith.

iii. Negotiations on facilitation proposals will commence within 18 months of the certification of this Agreement and conclude within 12 months of the initiation of negotiations, except where agreed by both parties to extend the timeframe.

iv. Either the employer or union/s may seek to have the matter referred to an agreed mediator.

v. An agreed mediator may be utilised by the parties in order to better facilitate negotiations about matters where agreement can't be reached.

12.5 Voting Process

Where agreement in principle between the Employer and the relevant Union parties to this Agreement is reached relating to the introduction and terms of the change, and prior to its implementation, the following will occur:

(a) The Employer will identify any employee related costs savings as generated by the introduction of the change.

(b) The terms of any in principle agreement reached will be reduced to writing in an agreement. The agreement will specify the clauses in this Agreement that will cease to apply, any increase in remuneration and when each change is to take effect.

(c) The parties will commence a process of consultation and information sharing with Employees to provide affected Employees with an understanding of the terms of the agreement and have ready access to its terms.

(d) Following the process of consultation with Affected Employees, the agreement will only be implemented with the approval of a majority of Affected Employees. Such approval will be formed if:

i. The Employer has provided all of the Affected Employees a reasonable opportunity to meet and discuss with their Union representatives the proposed change.

ii. The Employer has provided each of the Affected Employees a copy of the agreement.

iii. A vote has been conducted by ballot of all Affected Employees and a majority of Affected Employees who have voted agree to approve the making of the agreement.

(e) The agreement shall take effect on a date to be specified in the agreement. This date will be negotiated based on the lead time necessary to implement the agreed arrangements.

(f) All Affected Employees will be paid in accordance with the agreement.

(g) Any wage/salary increase paid in accordance with Clause 12 will be in addition to any pay increase payable in accordance with clause 11 of this Agreement and will be cumulative with any other wage/salary increase paid in accordance with any other applicable agreement made pursuant to Clause 12.

12.6 For the avoidance of any doubt, Employees will continue to be covered by this Agreement including the Dispute Settlement Procedure in Clause 8 and the terms of this Agreement will continue to apply to the Employee, other than those terms which cease to apply as a result of an agreement made in accordance with this clause.

13. NO EXTRA CLAIMS OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT

13.1. This clause is subject to the right to a variation of this Agreement in accordance with Part 2-4 Division 7 of the Fair Work Act 2009 (Cth) This Agreement covers the field. During the life of this Agreement the parties:

(a) will continue to recognise the Employer's managerial prerogative to propose and implement change in compliance with this Agreement;

(b) except in accordance with the terms of Clause 12, shall make no extra claims for any changes in remuneration or conditions of employment;

(c) agree that where any change proposed in Clause 12 above, impacts upon Employees' existing rates of pay and/or conditions of employment under this Agreement , then it will only be implemented in accordance with the consultation and voting process included in Clause 12 of this Agreement.;

(d) for Train Crew it is recognised that "conditions of employment" includes current:

i. depot transfer and roster placement procedures; and

ii. rostering codes and conditions.

14. EMPLOYMENT ARRANGEMENTS

14.1. The Employer will use direct permanent employment as the preferred and predominant employment option within the organisation.

14.2. The Employer shall initiate every appointment and promotion (including Part-Time and Temporary) by a letter of offer, which shall cite this Agreement, and the applicable position description as the basis of the terms and conditions of employment.

14.3. Temporary and Casual Employees shall not be used to displace existing permanent Full-Time or permanent Part-Time Employees, but as supplementary labour to cover unplanned or extended leave, or special programs/projects.

14.4. Where continuing Full-Time or Part-Time work is available for periods of more than 6 months, the Employer will utilise either permanent or temporary Full-Time or Part-Time Employees in preference to Casuals.

14.5. No Employee shall have their form of employment, e.g. Full-Time or Part-Time, changed without their written Agreement.

14.6. No direct permanent Employee who is available and deemed suitable to undertake duties shall be considered displaced if a Temporary or Casual Employee is engaged to undertake the same job/position (other than Temporary Employees engaged on fixed term project work).

15. FORMS OF EMPLOYMENT

15.1. The Employer may engage Employees either on a full-time, part-time, temporary/fixed term or casual basis, in all classifications to provide flexibility of employment and to accommodate variability of business activities.

15.2. All Employees engaged shall possess the appropriate skills, competencies and certificates for the position into which they are being employed.

15.3. **Full-Time Employment**

A Full-Time Employee is one who is employed to work consistent with the provisions of Clause 24 (Hours of Work).

15.4. **Part-Time Employment**

(a) Part-Time Employees shall be engaged to work a regular number of hours per day (for no less than 15 hours per week and up to 38 hours per week). The agreed hours shall be the contract hours of work.

(b) A Part-Time Employee's contract hours can only be varied in writing, by agreement, between the Employee and the Employer.

(c) The daily starting and finishing times will be agreed at the commencement of employment except where those times vary according to the roster that needs to be worked.

(d) A Part-Time Employee shall be provided with a letter of employment stipulating the basis of their employment, and their daily and weekly hours of work

(e) A Part-Time Employee will be rostered for a minimum 3 hours on rostered Shifts, unless varied by mutual agreement. Where a Part Time employee is rostered for 3 hours on a shift, the Employee may request that the shift be

increased to 4 hours. The Employer will consider reasonable proposals based on demonstrated hardship.

(f) A Part-Time Employee shall not be required to work additional hours beyond their agreed minimum hours, but may be offered the opportunity to do so. Where a Part-Time Employee agrees to work additional hours, payment for such hours will be at single time rates up to the number of ordinary hours for an equivalent permanent Full-Time Employee.

(g) Where additional hours exceed the daily ordinary hours or the weekly ordinary hours for an equivalent permanent Full-Time Employee the applicable overtime penalty will be applied to the excess hours worked.

(h) Part-Time Employees will be entitled to pro-rata leave and pay conditions relative to the comparable Full-Time equivalent positions.

(i) Part-Time Employees shall be paid at the same hourly rate of a Full-Time Employee in the same classification and expenses and allowances for their classification as prescribed in this Agreement.

15.5. **Temporary Employment, including Fixed Term Employment**

(a) The Employer will use temporary employment to address peaks and troughs in workload and not to negatively impact on Full-Time and part -time employment.

(b) A Temporary Employee may be employed for a fixed period of not more than 12 months or for a specified project, or maternity relief of not more than 24 months, on either a Full-Time or Part-Time basis.

(c) A Temporary Employee shall be provided with a letter of employment stipulating the basis of their employment, and their daily and weekly hours of work.

(d) An offer of temporary employment must specify the period of the employment or the parameters and expected duration of the project.

(e) Where Temporary Employees are engaged for more than 12 months in relation to the same role, other than for a defined project role or maternity relief, the role will be reviewed to determine if a permanent position should be created.

(f) If a roll over of temporary employment is proposed that would extend the engagement for more than 12 months in relation to the same role (other than in a defined project role), the role will be reviewed to determine if a permanent position is to be created.

(g) Other than in cases of misconduct that warrants summary dismissal, the Employer may terminate a Temporary Employee in accordance with the notice provided in Clause 18 (Termination of Employment).

(h) Temporary Employees will only be employed on a full-time or part-time basis in addition to Full-Time and Part-Time permanent Employees and will be employed under the same terms and conditions of employment as equivalent permanent Employees.

(i) Payment in lieu of notice will be made if the appropriate notice period is not given by the Employer. The Employer may require all or part of the period of notice to be worked out with any remainder to be paid out.

(j) Temporary Employees are not entitled to redundancy payments.

15.6. **Casual Employment**

(a) The use of Casual Employees will be to meet unplanned workloads or short notice work peaks to maintain the efficiency of the Employer's operations. Casual Employees shall only be employed in addition to Full-Time and Part-Time permanent Employees.

(b) A Casual Employee shall be engaged for a minimum of 4 consecutive hours per Shift up to a maximum of 38 hours per week and will not be employed for a continuous period of more than 6 weeks.

(c) Casual Employees shall not be terminated and subsequently re-employed as a means of avoiding the application and intent of this clause.

(d) A Casual Employee will receive the ordinary hourly base rate of pay applicable to the equivalent Full-Time classification plus a 25% loading on this ordinary hourly base rate of pay. This is to compensate for not receiving annual leave, sick leave, public holidays and Employee travel pass.

(e) A Casual Employee may be terminated by the Employer or Employee providing notice expiring at the end of that day's engagement.

(f) Where a full time or part time position has been filled by Casual Employees continuously for a period of six months, the Employer shall:

i. determine whether there is an ongoing need for the work on either a permanent or temporary (fixed term) basis;

ii. if it is determined there is an ongoing need for the position on a permanent basis, commence to fill the position in accordance with Clause 20 of this Agreement;

iii if it is determined there is an ongoing need for the position on a temporary basis, determine whether there are any displaced Employees who may be suitable for temporary redeployment into the temporary position; and

iv. if it is determined there is an ongoing need for the position on a temporary basis and there are no displaced Employees suitable for temporary redeployment into the temporary position, fill the position in accordance with sub-clause 15.5 of this Agreement.

(g) A Casual Employee who works in excess of 7.6 hours per day shall be paid at overtime rates. All time worked on Saturdays, Sundays and public holidays shall be paid at penalty rates as prescribed in this Agreement.

15.7. **Supported Wage System**

(a) This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of the award.

(b) In this clause:

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

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

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

iv. **relevant minimum wage** means the minimum wage prescribed in the award for the class of work for which an Employee is engaged

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

vi. **SWS wage assessment Agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate

15.8. **Eligibility Criteria**

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

(b) This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of the award relating to the rehabilitation of Employees who are injured in the course of their employment.

15.9. **Supported Wage Rates**

(a) Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

(b) Provided that the minimum amount payable must be not less than $71 per week.

(c) Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

15.10. **Assessment of Capacity**

(a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.

(b) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Fair Work Act 2009 (Cth).

15.11. **Lodgement of SWS Wage Assessment Agreement**

(a) All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Fair Work Commission.

(b) All SWS wage assessment Agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a Union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the Agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

15.12. **Review of Assessment**

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

15.13. **Other Terms and Conditions of Employment**

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

15.14. **Workplace adjustment**

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

15.15. **Trial period**

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

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

(c) The minimum amount payable to the Employee during the trial period must be no less than the amount specified in the award from time to time.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under sub-clause 15.10.

16. INDUCTION AND ORIENTATION

16.1. All Employees, following the commencement of their employment, shall undergo an induction and orientation program during which they will be familiarised with the Employer, their work site and requirements of their positions.

16.2. As part of the induction program outlined in sub-clause 16.1 above, a scheduled enterprise Agreement information session will be held.

16.3. NSW Trains will notify Unions who are parties to this Agreement about the dates of proposed inductions.

16.4. Union delegates and/or Union representatives may attend the induction and shall be given reasonable time to address new Employees as part of the scheduled enterprise Agreement information session about the benefits of collective bargaining and Union membership.

17. PROBATIONARY PERIOD OF EMPLOYMENT

17.1. The probationary period is 3 months, except where the Employer applies a probationary period of 6 months, where it deems appropriate on the basis of the level and/or specialist nature of the position. The applicable probationary period will be outlined in the letter of appointment

17.2. The Employer may extend a 3 month probationary period once up to a maximum of six months and may extend a 6 month probationary period once up to a maximum of 12 months.

17.3. Where a probationary Employee is given notice of dismissal, they shall have a right of review to be conducted by the Chief Executive or their nominee. Such a review should be lodged within 14 days of the notice of dismissal.

17.4. During any probationary period, either the Employee or the Employer may terminate the Employee's employment by providing one (1) week's written notice to the other party.

17.5. Where an Employee resigns or is dismissed during any probationary period of employment, the Employee is required to return any of the Employer's property in their possession including work apparel and equipment.

17.6. On commencing employment, probationary Employees will be advised as to the performance standards required during the period of probationary employment. During any probationary period, regular performance reviews will be conducted and the Employee will be given feedback on their performance.

18. TERMINATION OF EMPLOYMENT

18.1. The Employer will not terminate an Employee's employment (other than a probationary, Temporary or Casual Employee) unless:

(a) the Employee has been given the period of notice required by this clause;

(b) the Employee is guilty of serious misconduct; or

(c) all relevant legislative provisions have been complied with.

18.2. The required period of notice by the Employer will be:

Employees' Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
Up to but no more than 3 years	2 weeks

More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years service, an additional one (1) week's notice is required.

18.3. Payment in lieu of notice will be made if the appropriate notice period is not given. The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

18.4. Employees may terminate their employment by giving 4 weeks notice in writing or by forfeiting 4 weeks salary or wages in lieu, unless the Employer agrees to a lesser period of notice.

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

18.6. Temporary Employees are to provide one (1) week notice of termination.

18.7. Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, Employee travel pass and identification in their possession or control.

19. ABANDONMENT OF EMPLOYMENT

19.1. If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.

19.2. If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address advising the Employee that their services have been terminated due to abandonment of employment.

20. FILLING OF AUTHORISED POSITIONS

20.1. When a position becomes vacant the Employer shall, within 4 weeks, determine if the position is to continue as an authorised position.

20.2. Where the position is to be continued, a review will be undertaken, within 4 weeks, to determine whether there are any wages or salaried Employees on the displaced list who may be suitable for redeployment, either temporarily or by accepting appointment into the position.

20.3. Where the position cannot be filled through redeployment/retraining, the Employer will commence to advertise and fill the position by merit selection within 6 weeks of the completion of the redeployment review process.

20.4. The Employer will fill Vacant Positions, which it intends to maintain on its establishment, within 9 months from the time that the position becomes vacant.

20.5. Whilst rail specific positions will generally be advertised internally in the first instance, the Employer will reserve the right to concurrently advertise internally and externally.

20.6. The Employer will select, appoint and promote people on the basis of merit as determined by the skills, competence, qualifications and experience required for the

position. The Employer will maintain its commitment to non-discrimination and equal employment opportunity in making these decisions.

20.7. This clause does not apply to vacant positions filled through the use of eligibility lists, voluntary Employee transfers in areas of NSW Trains where voluntary Employee transfers have been agreed by the parties, and in relation to train crew, transfers between depots and obtaining lines on rosters.

20.8. For the purpose of this clause, eligibility lists can be used to fill any like position/s which become vacant within 60 minutes travelling time from the original location for which the eligibility list was created.

21. PROMOTION APPEALS

NSW Trains Employees will have access to relevant State legislation in force from time to time with respect to promotion appeals.

22. STAFF REVIEW PROCESSES (STATIONS AND CLEANERS – OTHER THAN TRAIN CREW)

22.1. The staff review process may be commenced by any party by presenting a written business case to the other parties. The party initiating the business case should arrange a meeting with the other parties providing at least one week's notice of the meeting. At this time all future actions are agreed, time frames developed and tabled to the relevant Unions, relevant Level 2 Manager or their nominee. The parties may alter the time frames by agreement.

22.2. All parties affected by the staff review are to be afforded an opportunity to review the business case proposal. Union delegates are to be released to undertake all functions of the review for its duration.

22.3. The staff review is undertaken and is generally conducted on site by a Staff Review Committee comprising a manager representing the division concerned, a representative from the Human Resources unit, an Employee representative, and a workplace representative(s) nominated by the relevant Union(s). It is expected that such reviews should take no longer than one week.

22.4. The staff review documentation is to be prepared by business group representatives in consultation with other review committee members. Committee members have the right to have any concerns or disagreement held about the Staff Review outcome to be recorded in the review outcome documentation.

22.5. A Human Resource representative will be present at all staff reviews.

22.6. In the event of a disputed staff review, the documentation is not to be signed off and is to be submitted to the Relevant Level 2 Manager or their nominee for a decision, subject to endorsement by the relevant level 2 manager or their nominee. The decision will be limited to the matters under dispute. Unrelated matters agreed by the Staff Review Committee will not be altered.

22.7. The decision made by the Staff Review Committee, or in the event of a disputed staff review by the Relevant Level 2 Manager or their nominee, is to be implemented within 21 days.

22.8. All agreed and authorised positions will be filled in accordance with Clause 20 (Filling of Authorised Positions).

22.9. Where a dispute arises regarding the operation of this clause the dispute may be dealt with under the DSP at Clause 8 of this Agreement (commencing at Step 2), provided that any disputes dealt with under the DSP, including referral to the Fair Work Commission under Step 4, will be limited to disputes regarding compliance with the provisions of this clause.

23. SALARY SACRIFICE

Permanent Employees may elect to salary sacrifice their pre-taxable base salary or wage subject to Australian taxation laws and subject to the Employer's administrative procedures.

24. HOURS OF WORK

24.1. This clause is subject to the Hours of Work clauses in Sections 2, 3, 4, 5 and 6 of this Agreement.

24.2. The ordinary hours of work shall be 76 hours per fortnight (excluding meal breaks) divided into not more than 10 Shifts.

24.3. Notwithstanding sub-clause 24.2, an Employee whose ordinary hours are less than 76 per fortnight shall retain that condition until that Employee:

(a) accepts a promotion;

(b) requests and is transferred to another position; or

(c) is redeployed.

24.4. The ordinary hours shall be worked between 0600 and 1800, Monday to Friday, except where it has been previously agreed to work ordinary hours outside of this range.

24.5. The pattern of ordinary hours of work provided for within this Agreement may also be varied by mutual agreement between the Employer and its Employees as provided for in functional area agreements.

24.6. Ordinary hours of 152 hours work may be worked in a 4 week work cycle to enable Employees to have an additional day off during the cycle by accruing additional working time on other working days. Payment in these circumstances shall be made on an averaging basis of 76 hours a fortnight.

25. COMPETENCY BASED CLASSIFICATION STRUCTURES

25.1. Classification structures may be developed and agreed. All classification structures shall include the relevant annual or weekly and hourly rates of pay for each level or position in the structure.

25.2. Where developed, classification structures shall support flexible work arrangements to meet the needs of the Employer, maximising Employees' skills, knowledge and the capacity for career progression and the recognition of competencies and qualifications. Work design will be flexible to meet business needs.

25.3. Where appropriate, any assessment of individuals for the purposes of translation will provide for the Recognition of Current Competencies (RCC). RCC gives formal recognition of an Employee's relevant qualifications, knowledge, skills and on the job performance.

25.4. No artificial barriers within and across career streams shall exist.

25.5. New and modified classification structures will:

(a) Document the competencies and other key skills relevant to the work requirements and career progression in the classification structure.

(b) Require Employees to acquire any new or extra competencies for translation to a new or modified classification structure, within a 12 month period. The Employer will provide any training and assessment required within a 12 month period.

(c) Provide for career options that enable progression for Employees based on recognition of competencies, flexible work design and business requirements. This may be achieved through either broad-banding existing structures or the creation of new levels as necessitated by business requirements.

(d) Include the identification of relevant whole units of competency derived from endorsed training packages and endorsed by the relevant authority and relevant to the full scope of work required.

(e) Provide for Employees currently performing work substantially the same as work required in any new or modified classification structure to continue to perform that work and to be paid appropriately, until recognised as competent in any new or modified structure.

(f) Provide that Employees whose wages have been affected by the introduction of a new or modified classification structure whereby their translation level is less than their substantive pay level, will retain their pay level.

(g) All training required for the performance of work under this Agreement shall be undertaken in work time, and all allowances, penalties and incidental expenses arising from the undertaking of training shall be payable as if the training were the normal performance of rostered work.

(h) Pay Employees for the competencies required to be acquired, where acquisition of these result in the Employee moving to a higher pay level. Employees can be directed to carry out the full range of any work for which they are competent.

25.6 Classification structures may provide for annualised incremental progression patterns within grades.

25.7 NSW Trains will identify the ongoing training and assessment requirements to maintain the appropriate level of skills within the functional areas that support business needs and promote opportunities for Employee career progression.

25.8 Training, in relation to competencies aligned to the national competency framework, will be delivered by registered training organisations (RTOs) registered to deliver training in accordance with State or Federal Vocational Education & Training (VET) arrangements for the purposes of the implementation of the Australian Qualification Framework or its successor.

Clerical, Administrative, Technical and Professional

25.9 The approach will apply to the development of the clerical, administrative, technical, professional and other salaried classification structures with the following differences:

(a) In the case of recognised professions, training will be provided so that professional practice qualifications are maintained where they are a requirement of the position.

(b) Specifically, and to this end, NSW Trains will support employees with engineering qualifications to achieve and maintain professional engineering recognition through either the Registered Professional Engineering program (rpeng) or the Chartered Professional Engineering program (cpeng) or other relevant programs of equivalent professional status, where this is a requirement of the position. NSW Trains will facilitate these programs by, where necessary, assisting employees meet the peer validation requirements of the programs, for example, by providing statements about professional and technical engineering work experience.

(c) In the application of sub-clause 25.5 (g), the parties will have regard to:

i. The current practice of salaried Employees undertaking formal training in their own time and the availability of study assistance.

ii. The current practice of Employees with technical and/or professional skills and knowledge (eg engineers) attending conferences, trade shows and seminars in order to maintain the currency of their skills and knowledge in subject areas that are required for the performance of work under this Agreement.

iii. To encourage the attraction and retention of Salaried Employees, the Employer will give favourable consideration to instances where the Employer will not incur training costs (eg where the Employee is willing to absorb the cost of training) and the Employee seeks paid release to attend training and/or a conference, trade show or seminar.

25.10 Where new clerical, administrative, technical and professional classification structures are developed they will provide for progression based on skills, experience and satisfactory service.

26 ROSTERING PRINCIPLES (SHIFT WORKERS)

26.1 This clause excludes Infrastructure Workers (IWs) and team managers classified in accordance with the Infrastructure Division (IW) classification structure.

26.2 **Introduction**

(a) All rosters will be developed in accordance with the Employer's core rostering principles set out in sub-clause 26.3 and be subject to local level consultation (in accordance with sub-clause 7.3) prior to implementation.

(b) The Employer shall ensure that all rosters are:

i. developed in accordance with any laws governing the number of consecutive hours, days or Shifts that may be worked; and

ii. compliant with relevant provisions of this Agreement concerning number of Shifts to be worked, intervals between Shifts, lengths of Shifts, consecutive days off, right to notice periods concerning duty.

26.3 **Core Rostering Principles**

All master rosters shall be developed and implemented in accordance with the following principles:

(a) the health and safety of Employees;

(b) fatigue management obligations;

(c) operational and business requirements;

(d) duty of care obligations;

(e) a fair and equitable distribution of the rostered work between Employees of like classification;

(f) local level consultation;

(g) patterns of working which assist quality of life considerations; and

(h) reasonable periods of notice of change to rostered working.

26.4 **Notice of Change of Rosters**

(a) **Master Roster**

i. The notice required for changes to the Master Roster will be 14 days unless otherwise agreed by the relevant parties to this Agreement.

ii. Prior to the 14 days' notice the Employer will ensure impacted Employees have a further 14 days visibility of the significant proposed changes to the master roster, unless otherwise agreed by the relevant parties to this Agreement. This provision does not change consultation and notice periods relating to Train Crew.

(b) **Period Roster and Daily Roster**

The notice required for changes to the Period or Daily Roster shall be determined within functional units having regard to the Employer's core rostering principles.

26.5 **Consultation**

(a) Variations in operational and business requirements for rostered work across organisational business units may require the variation of rosters.

(b) Variations to roster will be subject to local level consultation prior to implementation and be developed and implemented in accordance with core rostering principles of this Agreement in accordance with sub-clause 26.3. Relevant unions and affected Employees will be advised prior to implementation.

(c) Where a rostering committee has been formed, management will consult with that committee. At locations where no rostering committee exists, consultation will occur in accordance with Clause 7 (Consultative Process).

(d) In the event of any dispute concerning the review, development or implementation of rosters, the provisions of the DSP shall apply.

26.6 **Exchange of Shifts**

Employees may mutually agree to exchange Shifts, subject to approval by management.

27 LEAVE PROVISIONS

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

27.1 **Annual Leave**

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

(b) Employees who are full time Shiftworkers are entitled to 5 weeks annual leave per year.

(c) Employees who have worked intermittently during the year as Shiftworkers are entitled to 4 weeks leave on ordinary pay, plus:

i. one day for every 49 Shifts in the year for which the Employee was paid a Shift penalty, if the Employee has for the majority of the year been rostered for work on 19 out of every 20 working days, or

ii. one day for every 52 Shifts in the year for which the Employee was paid a Shift penalty, if the Employee has for the majority of the year been rostered for work on 20 out of every 20 working days.

(d) Annual Leave accrues on a pro-rata basis over a calendar year.

(e) Employees may nominate to clear accrued annual leave by:

i. Taking leave;

ii. Accepting by written election a cash payment in lieu of excess accrued leave; or

iii. A combination of these methods.

(f) Annual leave rosters will be developed and posted no later than 1 September each year.

(g) The Employer may close down operations 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.

(h) Excepting where Employees are working to a roster they shall not be required to commence duty before 0600 on the day following the last day of their annual holidays.

(i) Cashout of Annual Leave

A. paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;

B. each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

C. the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

27.2 **Annual Leave Loading**

(a) Employees, including average pay infrastructure workers, will receive one of the following, in addition to payment for annual leave:

i. 17.5% loading for non-Shiftworkers; or

ii. 20% loading for Employees who work Shift work provided that more than 20% of ordinary time has been Shift, weekend or public holiday penalty time, for the previous calendar year prior to proceeding on leave.

(b) Employees shall receive leave loading calculated on their salary, up to a maximum salary set out at item 1 of Schedule 1A.

(c) Annual leave loading will be paid at the time of taking any approved annual leave, subject to any payments already made in recognition of this entitlement.

27.3 **Accrual of Annual Leave**

(a) Except as provided for in sub-clause 27.3(b) 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.

(b) sub-clause 27.3(a) will not apply where an Employee is accumulating annual holidays up to 40 days (50 days for Shiftworkers), for a special purpose. Examples of a special purpose are an overseas holiday or a family reunion.

(c) Subject to sub-clause 27.3(b), Employees who have more than 40 days (50 days for Shiftworkers) of annual leave accrued are required to reduce the Employee's excess accrual down to 20 days (25 days for Shiftworkers). The Employer will notify the Employee that they may reduce the excess leave to the required level by:

i. making a plan, suitable to the Employer, to take the excess leave in the following twelve months;

ii. electing to cash out the excess leave; or

iii. a combination of both.

(d) The Employer may roster an Employee to take paid annual leave if the Employee has accrued, more than 40 days (50 days for Shift Workers/Average Pay Workers) paid annual leave and the Employer and Employee are unable to reach Agreement on reducing the leave. The Employer must give an Employee at least 28 days notice prior to the date the Employee is required to commence the leave.

(e) Special circumstances may exist which may prevent leave being taken (eg. operational requirements). In these instances, the Employer shall grant approval for untaken annual leave not to be taken for a limited time. This leave will need to be taken within the following year.

27.4 **Sick Leave**

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

(b) Employees are required to provide medical certificates when sick leave:

i. exceeds 2 consecutive working days;

ii. joins a public holiday, day in lieu of bank holiday, or picnic day; or

iii. occurs immediately before and after a Rostered Day Off (RDO) or Accrued Day Off (ADO) (including weekends for Monday to Friday workers).

(c) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to a maximum of 6 days of total sick leave entitlements in any one year as uncertified absences.

27.5 **Long Service Leave**

(a) Employees are entitled to long service leave 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.

(b) Employees may apply to cash out long service leave entitlements. Cashing out expunges the leave entitlement.

(c) 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 for 5 year's service to 1 month's leave on full pay, and for service after 5 years to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years service (that service to include service as an adult and otherwise than as an adult).

(d) An Employee who has acquired the right to extended leave with pay as specified above is entitled:

i. on the termination of the Employee's services to be paid the monetary value of that leave as a gratuity to which the Employee would otherwise have been entitled.

ii. on death, prior to having commenced or completed taking such leave, the spouse of the Employee, or if there is no spouse, the children of the Employee or if there is neither, the person who in the opinion of the Employer was at the time of death a dependant of the Employee, is entitled to receive the monetary value of the leave not taken less any amount paid to the Employee in respect of leave not taken or not completed.

27.6 **Parental Leave**

(a) 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 14 weeks paid leave. For clarity, 14 weeks paid adoption leave applies to both male and female Employees.

(b) Following the birth or adoption of a child, parents have a right to request to return to work on a part-time basis until the child reaches school age. The request may only be refused on reasonable grounds.

(c) Following the birth or adoption of a child, parents may request up to 8 weeks simultaneous unpaid parental leave. The request may only be refused on reasonable grounds.

(d) Transfer to a safe job:

i. Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

ii. If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

iii. For clarity, this sub-clause is subject to the provision of more beneficial entitlements to Employees under Division 5 of Part 2-2 of Chapter 2 of the Fair Work Act 2009

(e) An Employee will be entitled to the position which they held immediately before proceeding on parental leave (excluding part-time work outlined at 27.6 (b)). In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position they held immediately before such transfer.

27.7 **Carers Leave**

The Definition of an immediate family is:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

The Definition of de facto partner:

(a) Means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

(b) Includes a former de facto partner of the Employee.

Paid Carers Leave

(a) An Employee, other than a Casual Employee, is entitled to use paid sick leave provided under sub-clause 27.4 for paid carer's leave.

(b) An Employee's entitlement to use paid sick leave provided under sub-clause 27.4 for paid carer's leave accumulates from year to year.

(c) An Employee may take paid carer's leave to provide care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care or support because of:

i. a personal illness, or personal injury affecting the member; or

ii. an unexpected emergency affecting the member.

(d) The entitlement to paid carer's leave will require the Employee to provide evidence that, the leave was/is taken to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, because of:

i. a personal illness, or personal injury, affecting the member; or

ii. an unexpected emergency affecting the member.

(e) In addition to paid carer's leave provided under sub-clause 27.7(a), the following types of paid leave may also be used by Employees as paid carer's leave:

i. annual leave;

ii. accumulated public holidays; and

iii. long service leave.

(f) The entitlement to use other forms of paid leave provided under sub-clause 27.7(e) as paid carer's leave is subject to:

i. compliance with NSW Trains procedures on sick and carer's leave in force at the time; and

ii. Employees being able to demonstrate if required, that they have the responsibility for care or support of the person concerned and that the leave is required because of:

A. a personal illness, or personal injury affecting the member; or

B. an unexpected emergency affecting the member.

(g) 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 or support and their relationship to the Employee, the reasons for taking carer's leave and the estimated length of the absence. If it is not practicable for the Employee to give prior notice of the absence, the Employee will notify their manager in accordance with the requirements of the work location.

(h) Where the provisions of sub-clauses 27.7(d) and 27.7(f) are not observed, the Employee will be deemed to be absent without leave.

(i) An Employee who takes any form of paid carer's leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

Unpaid Carer's Leave

(a) When paid carer's leave is not available an Employee is entitled to take:

i. a single continuous period of up to 2 days unpaid carer's leave; or

ii. any separate periods to which the Employee and their manager agree.

(b) Additional unpaid carer's leave may be approved by an Employee's manager when other forms of paid are not available.

(c) The entitlement to unpaid carer's leave will require the Employee to provide evidence that, the leave was/is taken to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, because of:

i. a personal illness, or personal injury, affecting the member; or

ii. an unexpected emergency affecting the member.

27.8 **Special Leave**

(a) 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.

(b) 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.

(c) 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.

(d) Bone Marrow Donations

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) National Aboriginal and Islander Day of Commemoration

An Employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the Employee to participate in the National Aboriginal and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as agreed between the supervisor and the Employee.

(j) 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 any).

(k) Compassionate/Bereavement Leave

i. Compassionate/Bereavement Leave of up to 2 days or Shifts of leave is available to Employees on each occasion when an Employee's family member, or a member of the Employee's household:

A. Contracts or develops a personal illness/injury that poses a threat to his or her life; or

B. Dies.

ii. The Employee must provide to the Employer satisfactory evidence of the personal life threatening illness/injury or death of the member of the Employee's family or household in order to receive payment for the leave taken.

iii. Compassionate /Bereavement Leave may be taken as:

A. a single continuous 2 day period; or

B. 2 separate periods of 1 day each, or

C. any separate periods of up to 2 days/Shifts subject to the manager/supervisor and the Employee's Agreement.

iv. Employees, other than Casual Employees, will be paid at the Employee's base rate of pay. For Casual Employees, Compassionate /Bereavement Leave is unpaid.

(l) Citizenship

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

(m) Transport Institute Band

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

(n) Olympic, Paralympic or Commonwealth Games

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

(o) Retirement Seminars

Employees approaching retirement are entitled to one day's Special Leave to attend retirement planning seminars conducted by the Superannuation Administration Group t/as PILLAR Administration.

(p) 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 days 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.

(q) Domestic and Family Violence

NSW Trains is committed to supporting Employees (permanent, temporary or casual) who are affected by Domestic and Family Violence.

i. *Definition*

For the purpose of this clause. Domestic and Family Violence is defined as acts of violence, intimidation and coercion that occur:

- between people of different or the same sex who have, or have had, an intimate relationship;
- between family members;
- between partners;
- between housemates; or
- towards or from children.

These acts include physical, sexual, emotional, financial, social, spiritual and/or psychological abuse.

ii. *Leave*

An employee experiencing Domestic and Family Violence will have access to up to 7 days of paid special leave per calendar year.

iii. *Employee requests*

NSW Trains will consider any request from an Employee experiencing Domestic and Family Violence for:

a. changes to their hours of work;
b. relocation to alternate locations should suitable work be available;
c. changes to telephone, email and other contact details;
d. changes to duties, should such changes be practical; and
e. any other reasonable measure to assist the employee.

The approval of such requests will be at NSW Trains' discretion but will not be unreasonably refused.

iv. *No adverse action*

NSW Trains will not take adverse action (as defined by the Fair Work Act 2009 (Cth)) against an employee as a result of accessing an entitlement under this clause.

If an Employee's attendance or performance at work is affected as a result of experiencing Domestic and Family Violence, NSW Trains will:

(a) Offer the Employee support pursuant to the *Domestic and Family Violence Procedure*;
(b) Advise the Employee of their right to take leave under this clause;
(c) Advise the Employee of their right to make a request under subclause (ii) of this clause and give favourable consideration to granting the request if made by the employee; and
(d) Acknowledge and take into account the fact that the Employee is experiencing domestic violence in addressing any concerns that NSW Trains may have.

v. *Confidentiality*

Personal information concerning Domestic and Family Violence should be kept confidential. NSW Trains will only disclose information to other parties, such as the Police Force, where required by law.

iv. *NSW Trains' Domestic and Family Violence Procedure*

The NSW Trains *Domestic and Family Violence Procedure* (as varied from time to time, subject to consultation obligations outlined in clause 7 of this Agreement) provides details of the support NSW Trains offers to Employees experiencing Domestic and Family Violence.

27.9 **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.

27.10 **Attendance Management**

(a) Aim

i. The attendance management procedure is aimed at assisting managers/supervisors in the management of total sick leave, single day sick leave and non-approved absences. This procedure has as its guiding principle the welfare of the Employee.

ii. This procedure recognises that many factors, other than genuine illness, may cause an individual to take sick leave, including family and financial commitments, drug and alcohol abuse and morale at work. These problems are more likely to be identified and resolved early if attendance is managed effectively.

(b) Attendance Management Model

STEP 1: Increase Awareness and Monitor Absences

i. The Employer will regularly communicate attendance requirements to Employees. The Employer will also regularly monitor attendance. Where an individual's attendance appears to be unsatisfactory, the Employer will discuss this with the Employee and will reinforce attendance requirements.

ii. Where appropriate, the Employer will refer the Employee to available support services such as the Employee Assistance Program.

STEP 2: Formal Interview

iii. If an Employee's attendance remains unsatisfactory, the Employer should arrange an interview in private with the Employee, who is to be advised that they may invite a support person to this interview. The discussion should be confidential, constructive and aimed at problem solving. Details of the interview should be documented, a copy given to the Employee and a copy placed on the Employee's personal file. The interview should aim to:

A. Provide information/feedback on the Employee's attendance record.

B. Discuss the issue with the Employee and establish the reason(s) for the unsatisfactory attendance.

iv. If the reasons for absences are determined to be unsatisfactory and are not supported by Medical Certificates or to the satisfaction of the manager then the Employer will:

A. Reinforce what performance is expected of the Employee and set goals. These goals may include the Employee seeking assistance to address any underlying personal issues.

B. Set another time to review attendance and let the Employee know that their performance will be monitored in the interim.

C. Follow-up and counsel Employees who are poor attendees prior to any further course of action. Effective counselling is a means of improving an Employee's absence record and should be used to head off further action where possible.

STEP 3: Attendance Management Program

v. If attendance remains unsatisfactory and/or the Employee has had more than 6 occurrences of sick leave in a year without a medical certificate, the Employer will discuss the matter again with the Employee to reinforce the Employer's expectations and to assist the Employee to improve their attendance. The discussion should ideally develop solutions and gain the Employee's commitment to change. That commitment to change should include the performance levels expected of the individual. The Employee should be advised that they will be placed on an Attendance Management Program.

vi. Following this discussion, the Employer will provide the Employee a letter which outlines what is expected of them while on the Attendance Management Program and the consequences of not meeting those expectations, as well as the assistance available to the Employee. The letter should also confirm that all future sick leave absences should be supported by a medical certificate and any future absences which are unsupported will not be approved as paid leave. The letter should indicate that any further instances of unsatisfactory attendance may result in disciplinary action.

STEP 4: Unsatisfactory Attendance While On Attendance Management Program

vii. Where the attendance standard is breached, the Employer will counsel the Employee, reinforcing expected attendance behaviour, identifying agreed solutions and gaining the Employee's commitment to improved attendance.

viii. If a further breach occurs within 12 months, the Employer will interview the Employee, who may have a support person present. The Employer will reinforce attendance expectations and provide a letter to the Employee, outlining those expectations.

ix. If a further breach occurs within 6 months of this interview, a final warning letter will be issued.

x. Should another breach occur within 6 months of this final warning letter being issued, the Employer will refer the matter for disciplinary action.

28 PUBLIC HOLIDAYS

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

(a) New Year's Day;

(b) Australia Day;

(c) Good Friday;

(d) Easter Saturday;

(e) Easter Monday;

(f) Anzac Day;

(g) Sovereign's Birthday;

(h) Labour Day;

(i) Christmas Day;

(j) Boxing Day;

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

28.2 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.

28.3 New Year's Eve shall be observed as the holiday, in lieu of the gazetted bank holiday date.

28.4 For the purposes of this Agreement:

(a) 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

(b) Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day; or

(c) 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.

28.5 Employees directed to work on public holidays, or the nominated day in lieu of the bank holiday are to be paid:

(a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and

(b) an additional day's pay at ordinary rates. The Employee may elect to accrue this day in lieu of the additional day's pay subject to a maximum accrual of 8 days. These accrued days may be used or cashed out on application by the Employee.

The public holiday penalty provided for in sub-clause 28.5(a) is in addition to any overtime or penalty rate, provided no more than double time may be paid for hours worked on any portion of the Shift which falls on the public holiday or the nominated day in lieu of bank holiday (i.e. in no case shall the actual rate of pay exceed double time).

28.6 Employees retain the ability to split annual leave, including accrued public holidays. Any remaining public holidays accumulated during the same year will be cash paid in the same fortnight they are worked or cash paid when clearing annual leave for that year.

28.7 Where Employees are not required to work on a bank or public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

28.8 Shiftworkers will be able to accrue public holidays if the day falls on their rostered day off or book off days. Existing arrangements in relation to the 8 day limit per 12 months will apply.

28.9 The following Employees are entitled to public holidays gazetted as occurring on a Saturday in accordance with the provisions already outlined in this clause:

(a) Train crew and On Board Services staff who are performing duties consistent with their callings.

(b) Employees whose ordinary hours provide for 5 or less Shifts each week and who are rostered to work part of their ordinary hours commencing on at least one Saturday in the pay period during which the holiday falls.

(c) Employees whose ordinary hours provide for more than 5 Shifts in either week of the pay period in which the holiday falls.

(d) Employees who perform work on a Saturday public holiday shall be paid Saturday penalty as well as the public holiday penalty subject to a maximum payment of double time for any part of the Saturday as is worked.

28.10 Employees are not entitled to a public holiday or day in lieu of bank holiday where it occurs under the following circumstances:

(a) During approved leave of absence without pay exceeding one (1) month.

(b) Where an Employee is absent without leave on the last working day before and the first working day after the bank or public holiday.

(c) When an Employee is rostered to work on the holiday and is absent without leave.

(d) When an Employee is on strike or is suspended.

28.11 Public holidays occurring during the clearance of annual leave shall be treated as additional to the quantum of annual leave being cleared.

29 PICNIC DAY

29.1 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.

29.2 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 from NSW Trains is given. 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.

29.3 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.

29.4 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.

29.5 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.

30 EMPLOYEE TRAVEL PASS

30.1 Employees are entitled to travel passes pursuant to the terms and conditions expressed in the Employer's 'Employee passes booklet October 2011' except for:

(a) Employees who have relinquished or elect to relinquish their travel pass entitlement as part of their remuneration arrangement; and

(b) Casual Employees.

31 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

31.1 The Employer will provide Employees in operational roles, e.g. train crew, station operations, maintenance and infrastructure Employees, with uniforms and where required, protective clothing or equipment. These will be suitable and appropriate to the type of work activity being undertaken.

31.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.

31.3 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the Employer. Worn or defective items of uniform, protective clothing or equipment must be reported to the applicable supervising officer.

31.4 The Employer will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.

31.5 If the Employer intends to make significant changes to uniforms and or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in Clause 7 (Consultative Process).

32 DISCIPLINARY MATTERS

32.1 Uncomplicated disciplinary investigations should generally be completed within 10 to 12 weeks from when an Employee is notified that an investigation is commencing. An uncomplicated disciplinary investigation is categorised as one where the timing is within management's control, including where management has engaged another person, another government agency or a third party to carry out the investigation.

32.2 During the first 12 months after this Agreement is approved, the parties will hold discussions on the process for dealing with safety investigations that then result in code of conduct breach allegations.

Until those discussions are held, where a safety investigation may lead to a disciplinary investigation, the safety investigation will be conducted concurrently or completed first. If the safety investigation is completed first, the length of the safety investigation will be considered when determining a reasonable timetable for a subsequent discipline investigation. The affected employee will be consulted prior to a decision being made on which approach to adopt.

Employees subject to a safety investigation who have been suspended shall be paid pursuant to sub-clause 32.6. Where a decision is made to conclude a safety investigation prior to a discipline investigation, payment and duties will be reassessed prior to the disciplinary investigation being commenced.

32.3 During the investigation period, an Employer Representative will update an Employee under investigation no less frequently than every two weeks as to the status of the investigation. All updates will be provided in writing.

32.4 Where an investigation arises out of a complaint by another Employee, that Employee will also be advised of progress of the matter.

32.5 At the beginning of the investigation, the Employer will determine if an Employee is to remain at work on normal duty, placed in alternative duties, suspended with pay, reassessed and returned to normal duties, or suspended without pay for serious misconduct. Employees who are suspended with pay or placed in alternative duties will be a paid at least the amount set out in clause 32.6 unless they are alleged to have engaged in serious misconduct. Serious misconduct is behaviour such as:

(a) Wilfully causing serious and imminent risk to the health and safety of another
(b) Theft, fraud or assault
(c) Being charged with a serious criminal offence punishable by 6 or more months imprisonment

32.6 Except in cases where there are specific circumstances, an Employee will be paid the following during the period of an investigation:

(a) Master Roster pay, for employees who work to a Master Roster; or
(b) The average of their last 6 months worked including shift, weekend and public holiday penalties but excluding overtime, for other Employees who do not work to a master roster.

In recognition of the specific remuneration structure for NSW Trains drivers and guards (including Regional drivers) which includes kilometreage payments under subclauses 117.6 and 117.7, consideration will be given to payment in addition to master roster payments in exceptional circumstances on written request from the impacted Employee.

32.7 For the purpose of sub-clause 33.6, specific circumstances are where an Employee engages in unreasonable actions. Where unreasonable Employee actions are demonstrated, the Employee will be paid their base pay. For the purpose of this clause, unreasonable action may include:

(a) Failing to respond to disciplinary investigation in writing when requested with reasonable notice; or
(b) Not providing required information that would assist the prompt resolution of the investigation in a timely manner once they become aware of it.

32.8 Eight (8) weeks from the Employee being notified that an investigation has commenced, the Employee will be notified if there is a likelihood that the investigation will exceed 12 weeks and the extent to which this is as a result of the

complexity of the investigation. If the investigation is flagged as being complex, the Employee will be notified of the grounds and details of the complexity.

32.9 Twelve (12) weeks from the Employee being notified that an investigation has commenced, the Director of Human Resources is to advise the Employee in writing if the process is to extend beyond the 12 week anticipated time for the current stage to conclude and the reasons for any delays or anticipated delays. Delays should only result from circumstances outlined in clause 32.12. Where the delay is a result of complexity, the Employee will be notified with appropriate details of that complexity. Similar advice is to be sent each subsequent 6 weeks after the first advice.

32.10 Should an investigation extend beyond 12 weeks, the following will be undertaken:

(a) An audit of the investigation process will be conducted;
(b) An assessment as to whether there are any unnecessary delays and then addressing these delays as a priority;
(c) An explanation will be provided on the grounds and details of the complexity, if this is an issue, and what will be done to address this;
(d) If a suspension is in place, determine whether it is warranted to continue and the reasons for such.
(e) If the employee requests in writing that a copy of the explanation be provided to the employee's union representative, it will be provided.

32.11 Where an Employee's period of suspension exceeds 17 weeks they will resume their duties at that point, unless the circumstances outlined below in sub-clause 32.12 are relevant.

32.12 The circumstances that may justify delay are exceptional in nature and include:

(a) complex investigations (examples of this include where multiple jurisdictions are involved and a large number of witnesses that extend outside the rail entities);
(b) investigations being undertaken by external investigation bodies which does not include the bodies referred to in clause 32.1;
(c) the investigation of an alleged criminal offence by the police; or
(d) where delays result from the Employee's unavailability or own actions.

32.13 NSW Trains Employees will have access to the specific discipline appeals process which is legislated in NSW.

32.14 Disciplinary measures that may be taken after an investigation concludes in a finding of fault include:

(a) caution or reprimand;
(b) a fine;
(c) reduction in position, rank or grade and pay;
(d) suspension from duty without pay; or
(e) dismissal.

32.15 Where the outcome of an investigation is that there is no case to answer or the allegations are withdrawn, a review will be undertaken within 4 weeks to ensure that no financial disadvantage occurs to the Employee when compared with the average pay over the 6 months before the investigation commenced (including overtime for all staff and mileage payments for train crew). Where the final outcome is deemed by management to be disproportionate to the financial disadvantage experienced by the employee, the relevant Level 2 Manager will determine whether any further consideration should be given. Any decisions made under clause 32.15 will not be the subject to Clause 8 of the Agreement.

33 DRUGS AND ALCOHOL TESTING

33.1 The parties recognise the legislative obligations on the Employer to ensure the workplace is free from drugs and alcohol.

33.2 All Employees are to comply with:

(a) the provisions of legislation relating to carrying out rail safety work free from drugs and alcohol;

(b) Employer initiated drugs and alcohol testing, and any associated programs (e.g. rehabilitation).

33.3 All Employees may be subject to random testing. Employees will also be tested where it is suspected that they are functioning or attempting to start work under the influence of drugs or alcohol. Similarly, Employees will be tested following any incident or accident. Employees who breach the Employer's standards or who refuse to agree to testing will be subject to counselling and/or disciplinary action.

33.4 The parties will, through the Peak Consultative Committee, monitor the implementation of the drug and alcohol testing programs, and the implications of any legislative amendments that may occur subsequent to the certification of this Agreement.

34 WORKPLACE HEALTH, SAFETY AND ENVIRONMENT

34.1 The work health and safety of all Employees, contractors, visitors and customers is the primary concern of the Employer The parties to this Agreement share an ongoing commitment to ensure and to promote the work health, safety and welfare of all Employees, contractors, customers and visitors, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

34.2 The Employer must ensure the health, safety and welfare at work of all its Employees.

34.3 The Employer will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and objectives of this Agreement are met.

34.4 Employees must, while at work, take reasonable care for the health and safety of people who are at the Employer's place of work and who may be affected by the Employee's acts or omissions at work.

34.5 Employees must, while at work, co-operate with the Employer or other person(s) so far as is necessary to enable compliance with any requirement under relevant legislation and associated regulations and/or codes of practice that are imposed in the interests of health, safety and welfare on the Employer or any other person.

34.6 Employees must bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

34.7 Subject to relevant legislation and associated regulations, the Employer will continue to consult Employees on matters concerning workplace health and safety in accordance with WorkCover NSW endorsed Codes of Practice on Consultation.

34.8 The requirements under the Consultation Code of Practice will continue to apply where they are not inconsistent with, but additional to, the relevant legislation and associated regulations.

35 INSURANCE COVER FOR ACCIDENTS

35.1 The parties agree to establish a joint working party to consider arrangements to implement Employee funded insurance for the following:

(a) Accident pay and compensation;

(b) The coverage of medical expenses; and

(c) Associated legal costs.

35.2 The working party will include Employer, Employee and Union representation and will initially meet to set an agreed timeframe for the consultative process to be completed.

35.3 Following the completion of the consultative process, the working party will make a recommendation to the Chief Executive.

35.4 Following approval of a proposal by the Chief Executive, the Employer's usual procurement processes will be utilised to select a provider of appropriate insurance services. Subject to any special requirements of the insurer, the insurance arrangements will then be provided to all Employees through payroll deductions, however individual employees may decline the insurance arrangements by written direction to the Employer. An Employee who has declined the insurance may, at a later date and subject to the Insurers requirements, apply to be covered by the insurance arrangement and participate through payroll deductions.

36 HEALTH STANDARDS

36.1 Rail safety worker Employees are required to attend health assessments, any tests and/or follow-up medical assessments necessary to determine their fitness for rail safety work in a timely manner. This clause shall apply to any Employee who may be directed to perform work falling within the definition of rail safety work covered by the National Standards for Health Assessment of Rail Safety Workers.

Employer mandated testing

36.2 The Employer shall be responsible for the costs of all medical tests, including specialists, where such tests are undertaken at the Employer's direction. Such costs will be paid up to the time the Employee is determined fit or unfit for duty.

36.3 Medical tests will be undertaken during working time. Should an Employee be required to undergo a medical test outside their ordinary working hours, or a medical test extends beyond the rostered ordinary hours, then they will be entitled to payment under the applicable provisions of this Agreement for the additional time incurred. Employees will, where entitled, be paid for travelling time in accordance with relevant provisions.

36.4 Where an Employee is determined by Employer mandated testing as temporarily unfit for their normal duties, the Employer will attempt to provide the Employee suitable alternate duties. Where an Employee is determined by periodic health assessment to be temporarily unfit for their normal duties and is undertaking suitable alternative duties, the Employee will continue to be paid as per their Master Roster or their normal working arrangements, whichever is applicable to their contract of employment, for a period of up to 6 months or the rate of pay for their substantive classification or the rate of pay for the classification into which they have been temporarily placed, whichever is the more favourable.

36.5 All payments will be subject to the Employee's compliance with an approved return to work arrangement.

36.6 Where an Employee is determined by medical advice as permanently unfit for their normal duties, the Employer will attempt to place the Employee into a suitable alternate position and the Employee will thereafter be paid the rate of pay of the position into which they have been placed. Alternatively, if no suitable alternate positions are available, medical retirement procedures will commence. The Employee will be able to use their sick leave entitlements, annual leave and long service leave accruals prior to the medical retirement taking effect.

36.7 Where Employees are identified through medical assessments as being temporarily unfit for duty, and medical advice is that this is due to factors under their control, e.g. weight, the Employer will pay for gym costs as approved, to correct the Employee's condition, subject to an approved rehabilitation/return to work plan.

Prevention and self-management of health and well-being

36.8 It is recognised that a preventative approach to developing and maintaining health and well being is a positive approach for Employees and the Employer. Accordingly, the following proactive approaches to maintaining health and well being will be implemented:

(a) The Employer is committed to the Health and Wellbeing Program and will continue to provide health promotional activities, e.g. health fairs, at locations where a majority of Employees can benefit. Employees will be eligible to attend a health fair on a yearly basis.

(b) Employee attendance at these activities will be voluntary and the Employer will, subject to operational requirements, release Employees to attend during their normal working time, subject to the Employee(s) having obtained their supervisor's approval and there being no resulting disruption at the workplace.

(c) Where release in working time is not possible, the Employer will pay an Employee up to one (1) hour in total for travel and attendance where he/she attends a health fair in their own time at single rates. In major operational locations (e.g. Central) the Employer will extend the hours of availability of health fairs to 12 hours per instance.

(d) To assist Employees who self-identify with a drug or alcohol problem, the Employer currently provides counselling and rehabilitation support via approved external agencies. In addition to this support, the Employer is prepared to pay up to an additional $200 to further assist with the costs of their rehabilitation program where required, subject to an Employee complying with a rehabilitation plan approved by the Employer.

(e) While an Employee undertakes a rehabilitation plan, the Employer will provide up to 6 months support, with up to 3 months at Master Roster rate or normal working arrangements and the remainder at base pay, subject to an approved rehabilitation plan.

37 UNION RIGHTS

37.1 Union delegates

(a) The Employer will recognise Union delegates.

(b) The Employer acknowledges that Union delegates represent and speak on behalf of members 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 contained within this Agreement.

(c) Accordingly the Employer will allow Union delegates reasonable time during working hours to perform the duties listed below:

i. represent members in bargaining;

ii. represent the interests of members to the Employer and industrial tribunals including time to prepare any documentation;

iii. participate in consultations;

iv. consult with union members and other Employees for whom the delegate is a representative; and

v. place union information on a union noticeboard in a readily accessible and visible location.

(d) For the purpose of the items listed in sub-clause 37.1(c) union delegates will be provided with reasonable access to relevant information.

(e) Where management calls a meeting, including meetings under the Dispute Settlement Procedure, and requires Union delegates to attend, they will be paid any travel and/or accommodation costs necessarily and reasonably incurred.

(f) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.

37.2 **Union delegates' access to the Employer's facilities**

(a) 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 a Union delegate and consulting with workplace colleagues in accordance with this provision.

(b) The Employer shall provide a notice case for the display of authorised material in each workplace in a readily accessible and visible location.

(c) The Employer provides the above facilities (including access by a Union delegate 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 Union delegate's primary duties as an Employee – unless such interruption is authorised by management on site.

37.3 **Union meetings**

(a) Subject to operational requirements and the prior approval of the Director of Employee Relations, Policy and Transition or Director Human Resources, the Union may convene a meeting of Union members at the workplace.

(b) Meetings are to be timed so as to minimise inconvenience for all parties.

37.4 **Union delegate training leave**

(a) Union delegates shall be entitled to up to 6 days of training, subject to the approval of the Director of Employee Relations, Policy and Transition, which are directed at the enhancement of the skills and effectiveness of Union delegates.

(b) Attendance at training shall be arranged having regard to the operational requirements of the business so as to minimise any adverse effect on those requirements.

(c) Approval for training shall not be unreasonably withheld.

(d) Attendance at training shall be paid, for each full day of Union delegate training, at the base rate (i.e. excluding extraneous payments such as Shift allowances or penalty rates and overtime).

(e) Attendance at training pursuant to this clause shall count as service for all purposes of this Agreement.

(f) Subject to operational requirements the Employer will be prepared to grant union delegates reasonable paid time off to attend Union meetings and conferences. Union delegates seeking such leave shall be required where possible to give two (2) weeks notice to the Employer. Approval for such leave will not be unreasonably withheld.

(g) Special paid leave will be granted to Employees who are delegates to attend their Union's National Council, National Executive, State Council, State Executive, Divisional Committee and Unions NSW Annual Conference.

38 MANAGEMENT CONTRACTS - TRANSITIONAL ARRANGEMENTS

38.1 An Employee, on an existing Management Contract struck prior to this Agreement is not subject to:

(a) Clauses 11 (Wage/Salary and Allowance Adjustments), 13 (No extra claims), 18 (Termination of Employment), 24 (Hours of Work - regarding ADOs), 29 (Picnic Day), 37.4 (Union Delegate Training Leave);

(b) Clause 64 (Travelling and incidental expenses) of Section 2 of this Agreement;

39 ACCRUED DAY OFF

39.1 Clearance

ADOs will be cleared in one of the following ways:

(a) Method A – By fixing one (1) weekday as an ADO on which all Employees will be off duty during a particular work cycle at a specific work location.

(b) Method B – By rostering Employees off work on various days of the week during a particular work cycle so that each Employee has a day off duty when working in accordance with an average weekly hours system.

(c) Method C – Where work requirements preclude Employees from clearing an ADO in accordance with Method A or Method B above, and where mutual Agreement is reached, Employees shall be entitled to accumulate up to a maximum of 5 ADOs to be cleared either singularly or in a "block" at the discretion of the Employer, provided that such arrangement will not incur additional costs to the Employer by reason to providing relief or the working of overtime.

39.2 General

The ADO shall be of at least 24 hours duration (with the exception of "train crew" who will retain the conditions outlined within Section 2 of the State Rail Authority of NSW Stable Rostering Code 1987), with every effort being made to permit a period of 32 hours between the time the Employee signs off until the Employee signs on again for ordinary hours of duty.

39.3 Working on an ADO

(a) An Employee who works on an ADO shall be provided with an agreed day off in lieu in the same cycle or the following cycle. The day is to be determined before the ADO is worked.

(b) Where the necessity to work an ADO is a result of an 'emergency' the agreement as to a day off in lieu may be reached subsequent to the working but is to be in the same or following cycle.

(c) This sub-clause does not apply to train crew, on board services staff or operational wages Employees who are paid in accordance with excess Shifts principle.

(d) If the Employer is unable to provide a day off in lieu then normal overtime rates shall apply.

40 EMPLOYEE ASSISTANCE FOLLOWING A CRITICAL INCIDENT

40.1 The Employer is committed to supporting its Employees who have been exposed to a critical incident in the workplace. Following the exposure of a NSW Trains Employee to a critical incident, the Employer will facilitate support for the affected Employee(s). The post incident support service is to be provided by specialist psychologists.

40.2 Where an Employee has experienced a Critical Incident (as defined) the Employer shall ensure that the following principles are applied:

a) Effective relief is provided to employees directly involved as soon as practicably possible after an incident
b) Psychological First Aid is to be available to employees directly involved or exposed to the incident
c) Critical Incident Support is to be available by specialist psychologists through an Employee Assistance Program
d) Critical Incident Leave will be available and administered in accordance with NSW Trains procedures as varied from time to time
e) Employees will be provided with a structured Return to Work process incorporating a Peer Support model

41 HOME DEPOT/STATION

All Employees shall be allotted to a location which for the purposes of this Agreement shall be their "home depot".

42 WEEKEND PENALTIES

42.1 **Saturday Time**

All ordinary hours worked on a Saturday shall be paid at the rate of time and one half.

42.2 **Sunday Time**

All ordinary hours worked on a Sunday shall be paid at the rate of double time.

43 FLEXIBILITY PROVISIONS

43.1 NSW Trains and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement where that arrangement relates to issues about when work is performed.

43.2 This agreement may be reached only if:

(a) The arrangement meets the genuine needs of NSW Trains and the Employee in relation to when work is performed;

(b) The arrangement is genuinely agreed to by NSW Trains and the Employee;

(c) NSW Trains must ensure that the terms of the individual flexibility arrangement:

i. are about permitted matters under section 172 of the Fair Work Act 2009 (Cth);

ii. are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and

iii. result in the Employee being better off overall than the Employee would be if no arrangement were made.

43.3 NSW Trains must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of NSW Trains and the Employee; and

(c) is signed by NSW Trains Management and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.

43.4 Individual flexible arrangements must include details of:

(a) the terms of this Agreement that will be varied by the arrangement;

(b) how the arrangement will vary the effect of the terms;

(c) 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

(d) states the day on which the arrangement commences.

43.5 NSW Trains must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

43.6 NSW Trains or the Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if NSW Trains and the Employee agree in writing at any time.

44 PAYROLL DEDUCTION

44.1 On written authority of an Employee, NSW Trains will deduct Union dues from Employees' salaries and remit them to the nominated Union(s) in a timely manner and at no cost to the Employee or the Union, subject to the Union(s) compatibility with NSW Trains's administrative procedures and systems, for example a Union(s)' ability to accept electronic funds transfer.

44.2 The periodical deductions from the Employee's pay for union dues will be detailed on the Employee's pay slip for that period.

45 CONTRACTORS, SUPPLEMENTARY LABOUR AND OUTSOURCING

45.1 **Definitions**

(a) **Contractors** – organisations that provide services to the Employer on a fee for service basis.

(b) **Supplementary Labour** – labour sourced by NSW Trains from providers to supplement NSW Trains's permanent workforce.

(c) **Project Work** – work undertaken on limited duration projects.

(d) **Outsourcing** – tendering of work undertaken by NSW Trains Employees at the time of tendering to service providers.

45.2 **Use of contractors and supplementary labour**

(a) The Employer will use direct permanent employment as the preferred and predominant employment option within the organisation.

(b) Contractors and Supplementary Labour may be used in circumstances including, but not limited to:

i. when specialist skills are required or where there is a need to work on specialist equipment;

ii. where there are non core skills and/or work to be performed;

iii. where there are limited duration projects;

iv. where there are warranty obligations that require external parties to undertake work;

v. during special events; or

vi. in the event of an emergency to address an immediate need.

(c) Where it is proposed by the Employer to reduce staffing levels in a work group in which permanent Employees and Contractors and/or Supplementary Labour are engaged to undertake the same ongoing work, priority will be given to reducing contractors and supplementary labour prior to abolishing permanent positions. If the Unions have any concerns about the application of this clause it can be raised in the consultation process referred to in clause 45.4.

45.3 **Outsourcing**

(a) NSW Trains will maintain current arrangements in other areas including Stations, Crewing, Operation, and Rollingstock Maintenance. Where a change to the current arrangement is proposed by the Employer the provisions of Clause 7 (Consultative Process) of the Agreement will apply.

(b) Where NSW Trains proposes to outsource work undertaken by existing NSW Trains Employees at the time of outsourcing, the Employer will:

i. Consult with relevant parties to this Agreement;

ii. Provide reasons for the proposal to outsource;

iii. Provide full details of the work to be outsourced;

iv. Provide details of the numbers of Employees affected by the proposal to outsource; and

v. Provide proposed timeframes for the outsourcing to take place.

45.4 **Consultation**

(a) Consultation on the use of Contractors and Supplementary Labour will occur through a committee that will meet once every 2 months or as otherwise required with the functions as outlined in this clause and will also look at:

i. The regularity of peak committee meetings and time devoted to this topic;
ii. Identifying Contractors involved in Supplementary Labour;
iii. The ability to properly consider effectiveness and quality issues;
iv. The adequacy of relevant processes before the external market is accessed.

(b) The parties will discuss matters relating to Contractors and Supplementary Labour such as, health and safety, including fatigue management, level of use, available alternatives, compliance with standards and qualifications, the application of this agreement and monitor implementation of the Employers obligations.

(c) The following information will be presented by the employer

i. Retrospective quarterly data on the number of Supplementary Labour engagements
ii. Any known future engagements of Contractors and Supplementary Labour over and above regular engagements in the upcoming quarter
iii. Data may include relevant matters such as
   A. Type of work
   B. Scope of work
   C. Name of suppliers
   D. Location of work
   E. Qualifications of contractors
   F. Health and safety issues
   G. Timeframes

(d) Where agreed the committee shall request an audit of existing practice where concerns are expressed and substantiated

(e) Notwithstanding the above quarterly consultation process, Employees and Unions may raise concerns with the employer at any time.

45.5 **Safety**

Contractors and Supplementary Labour will be required to comply with relevant NSW Trains safety specifications and undertake site inductions.

45.6 **Disputes**

Where disputes arise about the use of Contractors and Supplementary Labour or outsourcing, these matters will be dealt with in accordance with Clause 8 (Dispute Settlement Procedure).

45.7 All contractor and supplementary labour providers are required to comply with workplace obligations, including the provisions of all applicable industrial awards and approved agreements.

46 TRANSFER ALLOWANCES

Transfer/Resettlement at the Initiative of NSW Trains

46.1 **General**

Where an Employee has been appointed or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving. Employees may be reimbursed as these expenses are incurred.

46.2 **Pre Location Visit**

(a) NSW Trains will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.

(b) These costs include a maximum of three nights accommodation, excluding travel time, hire car expenses if incurred, all meals according to the Travel and Incidental expenses of the Agreement. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by NSW Trains. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

46.3 **Removal Costs**

NSW Trains will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoors such as play equipment, garden tools, portable Barbeque and small garden shed. The relevant Level 2 Manager or their nominee may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

46.4 **Storage**

NSW Trains will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the Relevant Level 2 Manager or their nominee approval NSW Trains will reimburse the storage costs of certain effects for up to one year.

46.5 **Travel To New Location**

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by NSW Trains. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances NSW Trains will meet the costs associated with the driving of the motor vehicle. NSW Trains will meet all reasonable accommodation and meal costs incurred en-route to the new location.

46.6 **Temporary Accommodation**

If the Employee is required to move out of their current home before they are due to leave for the new position NSW Trains will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to the Relevant Level 2 Manager or their nominee approval and only in exceptional and unavoidable circumstances. NSW Trains will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to the Relevant Level 2 Manager or their nominee approval and is limited to a period of 14 days.

46.7 **Resettlement Leave**

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

46.8 **Permanent Accommodation**

(a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a

rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

(b) Home owner

i. If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance Employees must sell their current property and purchase a new property at the new location within 12 months of the move.

ii. The following sales costs will be reimbursed:

A. selling agent's commission, except for an unsuccessful auction;

B. marketing costs;

C. solicitors/conveyancing costs and disbursements;

D. mortgage discharge or penalty exit fees up to a maximum of six months interest;

E. if a solicitor/conveyancer was not engaged, the actual costs incurred with the sale of the dwelling; and

F. if a selling agent was not engaged, expenses incurred in advertising up to a maximum of 10% of the commission that would otherwise have been payable.

iii. The following purchase costs will be reimbursed:

A. solicitors' conveyancing professional costs and disbursements;

B. valuation fees and stamp duty;

C. if Solicitor/Conveyancer was not engaged, expenses incurred in connection with settlement expenses;

D. mortgage setup fees; and

E. expenses incurred in relation to housing loan insurance, building inspection and pest inspection.

iv. Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

SCHEDULE 1A - SALARY CAPS FOR ANNUAL LEAVE LOADING

ANNUAL LEAVE LOADING ALLOWANCE (inclusive of Industry Allowance)	On approval by FWC	12 months after approval	24 months after approval
Item 1	$139,011	$143,181	$147,476

SECTION 2 - SALARIED EMPLOYEES

47 APPLICATION OF SECTION 2

This Section 2 applies to Employees whose positions fall within the classifications in Schedule 2A. The provisions of this Section are principally derived from the Railways Professional Officers Award 2002, the Salaried Officers (Railways – New South Wales) Award 2002, and the Senior Officers Rail, Bus and Ferries New South Wales Award 2002.

DIVISION 1 - ALL EMPLOYEES

48 APPLICATION OF DIVISION 1

This division applies to all Employees as set out in Schedule 2A.

49 DEFINITIONS

For the purposes of this Section:

(a) A **Non-Operational Employee** is an Employee who is employed in a position that is covered under the Non-Operational Classification Structure in Schedule 2A.

(b) An **Operational Employee** is an Employee who is employed in a position that is covered under;

i. Operational Classification Structure in Schedule 2A; or

ii. the NSW Trains Classification Structure, Levels 1 – 7 and who is employed as a Shiftworker.

Emergency means duty connected with fires, floods, derailments, accidents or any other emergency situation as approved by the Employer.

50 RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

50.1 The current rates of pay are set out in Schedule 2A.

50.2 Allowances and expenses are contained in Schedule 2B.

51 ORDINARY HOURS OF WORK

51.1 Except where agreed in accordance with Sub-clause 24.5 of this Agreement, no Employee who works rostered Shifts shall be rostered for a period longer than 10 hours to be worked in 12 hours overall.

51.2 All time reasonably taken by an Employee in handing over shall be counted as time worked.

51.3 Where an Employee's hours of work and/or working patterns are less than the standard hours described in Clause 24 (Hours of Work) the Employee may retain these arrangements in the event of a regrading or a management-initiated transfer. However, the Employee may elect to accept standard hours in which case their rate of pay will be adjusted so the Employee will be entitled to be paid the pay point above the pay point that the Employee would otherwise be entitled to as a result of the regrading or the management-initiated transfer.

51.4 In the case of an Employee who receives a personal rate of pay and that personal rate of pay exceeds the top salary point that would apply as a result of the regrading or management-initiated transfer, and the Employee elects to accept standard hours the Employee will receive a new personal rate of pay that provides for retention of the amount of the monetary differential between their current

personal rate of pay and the top pay point of the grade they held prior to the regrading or the management-initiated transfer.

51.5 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Employee's representative within the area concerned, subject to the following criteria:

(a) the new roster arrangement will commence not less than 14 days after agreement is reached,

(b) work health and safety issues (including the ACTU Code of Conduct on 12 hour Shifts);

(c) monitoring of health subsequent to implementation;

(d) suitable rostering arrangements being made; and

(e) proper supervision being provided.

51.6 Non-Operational Employees, employed on other than Shiftwork arrangements, who agree to commence and/or finish their normal daily hours outside of the ordinary hours will be entitled to the payment of a loading at the rate of 20% where they commence work prior to and 25% where they finish after the ordinary hours for that day.

52 INTERVALS BETWEEN SHIFTS

52.1 The minimum interval between ordinary Shifts shall be 10 hours off duty, except:

(a) when changing Shifts, in which case a minimum of 8 hours shall apply.

(b) when changing Shifts by mutual agreement.

(c) when returning to home station, in which case the provisions of Clause 63.2 (Travelling Time) shall apply.

52.2 Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause shall not apply to Employees working in accordance with sub-clause 52.1 or when performing duties which require 'double-back' Shifts with 8 hours off duty.

52.3 Employees required to commence work on a new Shift with fewer than 8 hours off duty shall be paid at overtime rates for such Shift.

52.4 The penalties provided for in sub-clauses 52.2 and 52.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.

52.5 This clause does not apply where working overtime results in an Employee commencing a new Shift with less than 8 hours off duty as this working is covered within the overtime provisions in Clause 59

53 MEAL BREAKS

53.1 Employees shall be entitled to unpaid meal breaks of not less than 30 minutes and not more than 60 minutes. However, where operational requirements so determine the meal break may be substituted with paid crib breaks.

53.2 No Employee shall be booked off between the hours of 2200 and 0600 except for one meal break, not exceeding one hour, to be taken after 2 hours and prior to 5 hours from the commencement of duty.

54 SUNDAY TIME

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty, except as provided for in sub-clause 59.6.

55 SHIFT WORK

55.1 For the purposes of this Section 2 in relation to all Employees, other than those provided for at Clause 72 (Shift Work - Country Link Stations):

(a) "Afternoon Shift" means a Shift on which ordinary time commences before and concludes after 1800;

(b) "Night Shift" means a Shift on which ordinary time commences at or between 1800 and 0359;

(c) "Early Morning Shift" means a Shift on which ordinary time commences at or between 0400 and 0530.

55.2 For all paid time on duty for ordinary hours on days other than a Saturday, Sunday or public holiday, Employees shall be paid the allowance:

(a) set out at item 1 of Schedule 2B for work on an Afternoon Shift;

(b) set out at item 2 of Schedule 2B for work on a Night Shift; and

(c) set out at item 3 of Schedule 2B for work on an Early Morning Shift.

In calculating these allowances, parts of an hour of less than 30 minutes shall be disregarded and a period of 30 minutes to 59 minutes shall be paid for as an hour.

55.3 Additionally, Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid a loading for that Shift set out at item 4 of Schedule 2B, provided that the loading is not payable on a public holiday or overtime Shift.

56 WORKING ON BOOK OFF DAY

56.1 Working on a book off day:

(a) Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half;

(b) Where another day off in lieu in the fortnight is not granted, working a book off day shall be included for the calculation of any payment under any other clauses of this Section 2.

56.2 A book off day shall be of at least 24 hours duration, with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.

56.3 Employees required to attend enquiries, conferences or examinations on a book off day, without having received notification prior to 1000 on the preceding day, shall be paid time and one half for the time in attendance, subject to a minimum of a day's pay at ordinary rates. Such time shall stand alone and be paid for independently of other time.

56.4 Where notice is given prior to 1000 on the preceding day, time in attendance is to be treated as ordinary time, unless otherwise entitled to payment at overtime rates, with a minimum of one day's pay, at ordinary rates, applying.

56.5 For the purposes of this clause a book off day is any day where an ordinary Shift is not rostered, but does not include ADO's or any type of leave.

57 MINIMUM PAYMENTS

57.1 Employees who have been directed to attend for duty and who are subsequently told that they are not required on that day shall be paid 2 hours pay, unless notice has been forwarded to their residence 4 hours before the advised sign-on time.

57.2 Employees who attend for duty, as directed, and are notified that their sign-on time has been put back to a later time shall be paid one hours pay for such attendance.

57.3 Employees who attend for duty, as directed, and who actually undertake work, on any day or Shift, shall be paid a minimum of 4 hours at ordinary rates.

57.4 The allowances provided for in this clause shall not be included for any other purposes of this Section 2.

58 BROKEN SHIFTS

58.1 A broken Shift is one during which an Operational Employee (as defined) is released from duty for other than meal breaks and consists of two (2) parts to be worked between 0600 and 2200 hours.

58.2 Operational Employees working a broken Shift shall be paid a minimum of one hour for any portion of such Shift. If a broken Shift extends beyond a spread of 9 hours on any day Monday to Friday, they shall be paid a minimum of one day's pay. All time worked after a spread of 11 hours shall be payable at double time, but such time shall not be included for the calculation of any other penalty.

59 OVERTIME

59.1 All time worked in excess of the hours prescribed within the relevant Hours of work clauses of this Agreement (i.e. Clause 24 (Hours of Work) and Clause 51 (Ordinary Hours of Work), shall be overtime. Except where the custom or practice is to work fewer than seventy-six hours per fortnight, all hours up to seventy-six hours per fortnight shall be paid at ordinary rates.

59.2 Overtime worked at the conclusion of an extended Shift (as provided for within sub-clause 51.5 of this Agreement):

(a) if commenced prior to the expiration of 11 ordinary hours of work shall be payable at time and one half;

(b) time worked after 11 or more ordinary hours of work shall be paid for at double time.

59.3 Employees who work in excess of 76 hours per fortnight shall be paid at the rate of time and one half for excess hours worked. Overtime worked in excess of 8 hours in any one Shift shall be paid at the rate of time and one half for the first 3 hours and double time thereafter.

59.4 For Employees participating in a 19 day four-weekly work cycle, the fortnightly overtime shall mean time worked in excess of 72 or 76 hours respectively.

59.5 For the purposes of this clause, time paid for is treated as working time.

59.6 Employees whose salary does not exceed the salary for RC6C who work overtime between 12 midnight Saturday and 12 midnight Sunday, shall be paid an overtime

rate of double-time and such working shall be included for the assessment of the fortnightly overtime rate provided for in sub-clause 59.3.

59.7 Employees who work overtime commenced between 12 midnight Friday and 12 midnight Saturday, shall be paid an overtime rate of time and one half for the first 3 hours and double-time thereafter. Such payment shall stand alone and not be included for any other purposes of this Section 2.

59.8 The rate for overtime worked after 12 noon on Saturdays and for all time on Sundays for Employees to whom Division 5 of this Section 2 applies shall be double time.

59.9 If as a result of working overtime an Employee does not have a continuous break of 8 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 8 continuous hours may be granted and paid at ordinary rates. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.

59.10 Employees, other than those provided for within sub-clause 59.8, who work more than 8 hours overtime finishing within 4 hours of their ordinary starting time on a Monday:

(a) may be granted a rest period of 4 hours upon completion of the overtime work and paid at ordinary rates for so much of the 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or

(b) may be paid a penalty payment at the rate of time and one half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift, until they have had 4 consecutive hours rest.

59.11 Time worked and paid for under Clauses 60 (On Call Allowance), or 61 (Call Outs) which is not of 3 hours duration or more is not treated as overtime for the purposes of sub-clause 59.8.

59.12 All overtime worked on a Sunday shall be payable at the rate of double-time. (Employees paid at RC6C or less refer to sub-clauses 59.3 and 59.6).

59.13 Unless approved by the relevant Level 2 Manager or their nominee, payment for overtime worked shall not be made to:

(a) Employees who are employed in positions that are covered under a Classification Structure in Schedule 2A and whose rate of pay exceeds the amount set out at Item 6 of Schedule 2B; or

(b) Employees to whom Division 4 of this Section 2 applies who are employed in positions above RC Grade 5. Employees in positions at RC Grade 5 whose rate of pay exceeds RC Grade 6C shall be paid at the rate of RC Grade 6C.

59.14 Employees other than those referred to in Sub-clause 59.12 may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.

60 ON CALL ALLOWANCE

60.1 Employees, other than those Employees referred to in Sub-clause 60.2, who are "On Call" shall be paid an allowance as set out at item 17 of Schedule 2B for a night or as set out at item 16 of Schedule 2B for a day, or as set out at item 18 of Schedule 2B for a day and a night, except when:

(a) called out for duty and paid in accordance with Clause 61 (Call Outs);

(b) required to work planned overtime which attracts the equivalent or a greater payment; or

(c) permission is granted to leave the relevant district or section.

60.2 Clerical, Administrative, Technical and Professional Employees when on call shall be paid an Allowance as set out at item 24A of Schedule 2B per rostered day or Shift and the amount set out at item 24B of Schedule 2B for a non-rostered day or Shift.

60.3 Unless approved by the relevant Level 2 Manager or their nominee, payment of the Allowance will not be made to Employees who are in receipt of a salary in excess of the amount set out at item 19 of Schedule 2B.

60.4 All salary references in this clause are exclusive of the Industrial Allowance referred to in Schedule 2B (item 8).

61 CALL OUTS

61.1 Employees called out for work outside ordinary rostered hours shall be paid for such call-out, and each recall, at the rate of:

(a) 3 hours at time and a half and one hour at double-time, or

(b) at the rate of double-time for 4 hours, where it occurs on a Sunday,

including at breakdown conditions where applicable. Except, where the call-out is less than 3 hours before the usual starting time, in which case payment shall be made up to the usual starting time at the appropriate overtime rate.

61.2 Payments made under this clause shall not be subject to any extra payment whatsoever under any other clauses of this Section 2.

61.3 An Employee who has been called out for work outside ordinary rostered hours shall be entitled to be absent from work until the Employee has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

61.4 The provisions of Sub-clause 61.3 do not apply to an Employee who has been called out for work outside ordinary rostered hours within 2 hours of normal starting time.

61.5 The provisions of this clause:

(a) shall not apply to an Employee whose salary exceeds the amount as set out at Item 19 of Schedule 2B;

(b) shall only apply to those Employees where their total hours for the fortnight exceed 76.

62 EXCESS TRAVELLING TIME

62.1 Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall 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 station.

62.2 The provisions of this clause unless otherwise approved by the relevant Level 2 Manager or their nominee shall not apply to:

(a) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay exceeds that applicable to RC Grade 5E; or

(b) Employees to whom Division 4 of this Section 2 applies who are employed in positions above RC Grade 5; and

(c) Employees who work less than 76 hours per fortnight, and whose rate of pay is in excess of RC Grade 4E or who are employed in positions above RC Grade 4 until their total hours for the fortnight exceed 76.

62.3 Excess travel time is paid at ordinary time, except on Sundays and public holidays, when the rate shall be at time and one half, and on Saturdays, when the rate will be time and a quarter.

63 TRAVELLING TIME

63.1 Travelling time outside of ordinary rostered hours, other than as provided for in Clause 62 (Excess Travelling Time), shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment of 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours.

63.2 Employees who are required to travel for an extensive period (12 hours or more) without being provided with a sleeping berth and who arrive at the destination within 4 hours of the commencing time of the rostered Shift shall, where the nature of the work permits, be allowed up to 8 hours rest. Any part of the 8 hours which extends into the working Shift shall be paid for at single rate subject to a maximum payment of 4 hours.

63.3 Employees shall not be entitled to payment for any travelling or resting time when they are:

(a) transferred from their home station at their request, except in the case of promotion.

(b) transferred due to strike conditions, medical reasons or disciplinary reasons.

(c) undertaking intermediate travel for the purpose of visiting their home station or residence. Sub-clause 63.3(c) does not apply where the Employee recommences duty at another temporary location, in which case payment will be made for any excess time spent travelling to the new location as compared to former location.

63.4 The provisions of this clause unless otherwise approved by the relevant GGM shall not apply to:

(a) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay exceeds that applicable to RC Grade 5E; or

(b) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay is in excess of RC Grade 4E who work less than 76 hours per fortnight, until their total hours for the fortnight exceed 76: or

(c) Employees to whom Division 4 of this Section 2 applies who are employed in positions above RC Grade 5.

63.5 Travel time is paid at ordinary time, except on Sundays and public holidays when the rate shall be at time and one half, and on Saturdays, when the rate shall be at time and a quarter.

64 TRAVELLING AND INCIDENTAL EXPENSES

64.1 Employees, other than 'regular' and 'roster' relief Employees, who are required to undertake work temporarily at a location away from their home station and/or

residence, which does not permit them to return to their home station and/or residence daily, will be paid expenses as follows:

(a) subject to sub-clauses 64.1(b) and (c), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 25 of Schedule 2B. If outside the State, an additional 50% shall be paid;

(b) non-relief Employees, who are relieving, will be paid in accordance with sub-clause 64.2 after 4 weeks on relief duties;

(c) where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of sub-clause 64.9, the Employee will be paid the amount as set out at item 26 of Schedule 2B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed on the basis of one quarter of the amount per day contained in sub-clause 64.1(a) for each 'service entitlement' for which they have incurred expenses.

64.2 'Regular' relief Employees, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station, and/or residence daily shall be paid expenses as follows:

(a) Subject to sub-clause 64.2(b), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 28 of Schedule 2B, subject to a maximum payment as set out at item 29 of Schedule 2B per week of 7 calendar days.

(b) Where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of sub-clause 64.10, the Employee will be paid the amount as set out at item 27 of Schedule 2B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed on the basis of one quarter of the amount per day contained in sub-clause 64.2(a) for each 'service entitlement' for which they have incurred expenses.

64.3 A service entitlement will be calculated as follows:

Breakfast - Depart home station before 0700 or return thereto after 0800.

Lunch - Depart home station before 1300 or return thereto after 1400.

Dinner - Depart home station before 1830 or return thereto after 1830

Bed - Depart home station before 0100 or return thereto after 0100.

64.4 Employees, other than relief Employees, utilised on relief duties may have their home stations altered to a station nearer their residence than their appointed home station whilst relieving, but not otherwise.

64.5 'Roster' relief Employees, on roster relief duty away from their home station, shall be paid an allowance as follows:

(a) when relieving outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 30 of Schedule 2B per week.

(b) when relieving inside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 31 of Schedule 2B per week.

(c) when relieving both inside and outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 32 of Schedule 2B per week.

(d) where Employees perform only portion of their rostered work for a week, due to transfer or absence without pay, the allowance shall be paid on a pro-rata basis.

(e) Employees who are employed away from their home station for any portion of a week, due to either temporary employment in another capacity or time lost through illness or leave with pay, the allowance shall be paid pro-rata plus any other allowance due, provided that the total minimum payment shall be not less than the appropriate amount specified in this sub-clause.

(f) if on any day, Employees who are rostered 'spare', are required to relieve an Employee ordinarily relieved by another roster relief Employee, they shall be deemed to be working on their own roster, for the purposes of computing the allowance payable.

64.6 For the purpose of this clause:

(a) Sydney Suburban Area means all places on the lines bounded on the south by Liverpool, on the west by Blacktown, on the north by Hornsby, on the Illawarra Line by Sutherland, and includes places on the Cronulla Line and places not on the said lines but within a radius of 24.14 kilometres from Central Station, Sydney.

(b) Newcastle Suburban Area means all places on the lines bounded by Maitland on the north, Fassifern on the south and includes places on the Toronto and Belmont branch lines and places not on the said lines but within a radius of 11.27 kilometres from Newcastle Station.

64.7 Notwithstanding anything contained in this clause any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed in this clause shall be granted, upon application, such additional amount as the Employer approves.

64.8 The home station of Employees shall not be altered in any case where it is known that they will be required to work at a location for less than 6 months. Displaced Employees taking up a temporary secondment will have their temporary location treated as their home station for the purposes of this clause.

64.9 Operational Employees other than 'regular' and 'roster' relief Employees, applies when engaged on work for 4 hours or more away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 2B, for each meal - to be assessed in accordance with the provisions of sub-clause 64.3, provided that:

(a) no allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Central Railway Station Sydney, proceeds to any place which is less than 16.09 kilometres from Central Railway Station Sydney or proceeds to the Car Sheds at Flemington, Mortdale, Hornsby, Railway establishments at Clyde, Enfield, Chullora, Departmental Contractor's works within 24.14 kilometres of Central Railway Station Sydney or any other place agreed upon between the Employer, and the relevant Employee representative, and

(b) no allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Newcastle Railway Station proceeds to any place which is less than 11.27 kilometres distant from Newcastle Railway Station or any other place agreed upon between the Employer, and the relevant Employee representative.

The distances mentioned in this sub-clause will be computed by the ordinary means of travel.

64.10 'Regular' relief Operational Employees other than Employees to whom Division 4 of this Section 2 applies, when engaged on work away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 2B, for each meal incurred. Assessment of meals shall be in accordance with the provisions of sub-clause 64.3.

64.11 Employees required to work overtime for more than 2 hours immediately after their ordinary finishing time, without being notified 24 hours before of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at item 27 of Schedule 2B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

65 HIGHER GRADE

65.1 Employees shall perform any work reasonably directed by their Employer, for which they have the necessary competencies, skills and experience to perform.

65.2 Employees, when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.

65.3 Where higher grade payments are made, the time so paid, exclusive of penalties, will be credited up to the maximum ordinary hours for the fortnight. Such credits will be utilised for the determination of incremental payments, rates of pay on promotion and upon entering on various forms of paid leave. In all other instances, the conditions applicable to the position being acted in shall apply.

65.4 Employees who are booked off to clear a public holiday and who are acting in a higher grade on the working days before and after the holiday, shall be paid for the public holiday at the applicable higher graded rate of pay.

65.5 During the period that Employees perform the duties of a higher grade position, they will receive not less than the minimum rate of pay for the higher duties position, subject to the following:

(a) Where the higher duties are performed in an operational position, Employees will be paid at the higher rate when they perform the duties of the higher grade position.

(b) Employees to whom Division 4 of this Section 2 applies will be paid at the higher rate on each occasion where the higher duties are performed for five days or more, except for Shiftwork positions where the Employee will be paid at the higher rate on each full day that the duties are performed.

65.6 The parties agree to higher duties being utilised to fill temporary vacancies to allow Employees to develop additional skills. Suitably qualified applicants will share the position on a rotational basis, for a period of up to six months.

65.7 It is also agreed that secondment opportunities are to be advertised across the organisation for temporary vacancies that are available for a period of up to twelve months. Where special circumstances exist, and with consent of the unions, the secondment may go beyond a period of twelve months, but shall not exceed two years.

65.8 Existing arrangements with respect to payment and selection of Employees for acting up shall continue to apply in those areas where such formal agreements exist.

66 PERFORMANCE MANAGEMENT AND DEVELOPMENT

66.1 This clause applies to all Employees other than those covered by sub-clause 66.12.

66.2 Performance Development Program (PDP) means a program agreed between the relevant Manager and the Employee, which sets out the annual performance measures along with any training and development that is required for meeting the Employee's overall training and development.

66.3 Each Employee is to have a performance development program in place.

66.4 Ongoing training and development that may include internal and external courses, seminars, coaching and mentoring, on the job learning and other programs.

66.5 Where a dispute arises in the development of an Employee's PDP it shall be raised in the first instance by the Employee, or their nominee, directly with the next level supervisor/manager, who shall provide a written response to the Employee advising them of the action/s intended. Should the dispute not be resolved, Step 3 of the Dispute Settlement Procedure (DSP) applies.

66.6 The Employee's annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.

66.7 Employees can only progress one incremental level each year.

66.8 Employees cannot be incrementally regressed as a result of their annual performance assessment.

66.9 Where the Employee's performance and/or service are not scored satisfactory and incremental progression is not approved, the Employee will be notified in writing. The Employee will have 14 days in which to lodge an appeal with the Director, Business Partners or their nominee if they wish to contest that decision. Should the decision of the Director, Business Partners or their nominee be disputed, the issue may be referred to an independent Management Coach or another person with appropriate skills and competency in Performance Management application. The decision of the third party will be final.

66.10 An Employee's PDP score cannot be scored unsatisfactory due to circumstances beyond the control of the Employee such as non approval of attendance at seminars or specialist courses identified in the Employee's PDP.

66.11 Employees will meet with their Manager at a minimum of six monthly intervals to raise any issues or concerns that they have in completing their performance plan and obtain feedback in relation to how they are performing.

(a) Rail Classification Grades 1 to 5

i. Annual incremental progression within each Grade will be subject to the Employee's performance and service being scored as satisfactory over the previous twelve months

(b) Rail Classification Grades 6 and 7

i. Each Employee is to have a performance plan, with criteria developed in consultation with their manager/supervisor, and included in their performance plan at the beginning of, or in response to changing organisational priorities, during their 12 months performance period.

ii. Annual incremental progression within each of these two Grades will be subject to the Employee having satisfactorily achieved the performance plan.

66.12 **Other classifications**:

(a) This sub-clause applies to Train Crew Operations Inspectors, and PFM Supervisor Operations/Maintenance.

(b) Each Employee's salary will be reviewed annually taking into account their performance and development assessment. Following the review Employees will receive salary progression, where applicable, to the appropriate performance level, provided that an Employee will not progress more than two pay levels following each review.

67 ALLOWANCES

Climatic Zone Allowance

(a) Employees stationed permanently on the following lines:

i. West of Eubalong West to Broken Hill.

ii. West and northwest of Nevertire to Cobar, Bourke and Brewarrina.

iii. North and northwest of Edgeroi to Mungindi, Boggabilla and Wubbera.

Shall be paid the allowance as set out at item 9 of Schedule 2B.

(b) Where Employees are in receipt of the climatic zone allowance provided for in sub-clause 67.1(a) work temporarily outside the areas listed in sub-clause 67.1(a), payment of this allowance shall continue unless this temporary work is at the Employee's own request.

(c) Additionally, Employees whose home station is Broken Hill shall be paid an allowance as set out at item 10 of Schedule 2B.

(d) These allowances are payable on ordinary time only.

67.2 Dirty Work

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid the allowance as set out at item 11 of Schedule 2B.

67.3 Tunnel Money

(a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as set out at item 11A of Schedule 2B per hour.

(b) Where the time in a tunnel is 30 minutes or more, a minimum of one hour shall be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate shall be payable under this sub-clause.

67.4 Wet Work

(a) Employees, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid as set out at item 11B of Schedule 2B per hour extra while required to work in such clothing or boots.

(b) This allowance shall not be payable where suitable protective clothing and/or footwear is provided by the Employer.

67.5 First Aid

Employees who are qualified and who are nominated to be in charge of a First Aid Kit and serving more than 25 Employees per Shift will be paid a first aid allowance at the rate as set out at item 34 of Schedule 2B per Shift.

DIVISION 2 - STATIONS OPERATIONS MANAGEMENT

APPLICATION OF DIVISION 2

This division 2 applies to all Stations Management Employees.

68 DUTY MANAGERS - RELIEF

Duty Managers who are regular relief Employees, but excluding roster relief Employees and except the Sydney and Newcastle Traffic Districts, shall be paid an additional sum as set out at item 13 of Schedule 2B per annum. However, this additional payment shall not be taken into consideration in determining their relative seniority with other relevant Employees.

69 MERIT REVIEW

In any review of merit selection procedures, Station Managers will be involved in the process of selecting station staff to act in higher grade.

70 OCR ASSESSMENT

The existing OCR assessment system for the grading of Station Managers and Duty Managers will continue to apply.

DIVISION 3 – REGIONAL EMPLOYEE (FORMER COUNTRYLINK)

71 APPLICATION OF DIVISION 3

This division 3 applies to all Regional Stations (Former CountryLink) Employees.

72 SHIFT WORK – REGIONAL STATIONS (FORMER COUNTRYLINK)

72.1 Shift penalties (payable for the whole of a Shift) will be paid as follows:-

Afternoon:	Commencing or concluding	1800 –2400
Night:	Commencing or concluding	2400 –0600

72.2 In the event that a Shift commences during the afternoon period but concludes during the night period the night penalty will be paid.

DIVISION 4 – NSW TRAINS CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

73 NSW TRAINS CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

73.1 The rates of pay specified in Schedule 2A for NSW Trains Clerical, Administrative, Technical and Professional Employees Grades 1 – 7, are inclusive of all expenses and disability allowances but are exclusive of additional wage related payments and additional responsibility allowances. Without limiting the meaning of the terms, the following are examples of allowances and payments referred to:

(a) expense allowances – daily meal allowance;

(b) disability allowances – start and finish allowances;

(c) wage related payment – annual leave loading; and

(d) responsibility allowances – first aid allowance.

71.2 Employees formerly graded under the SRA classifications for Professional Officers, Engineers and Managerial Grades 3, 4 and 5 are subject to the provisions of Division 5.

DIVISION 5 – FORMER RAC EMPLOYEES

74 GENERAL SAVINGS PROVISIONS

Employees who were covered by the Rail Access Corporation Enterprise Bargaining Agreement 1997 or Rail Access Corporation (Argus Telecommunication Office Staff) EBA 1999 immediately prior to 29 August 2002 will retain the overtime, on-call and travel time arrangements which previously applied under those EBAs.

75 EMPLOYEE TRAVEL PASS

Those former RAC or Argus Employees who individually elected to retain the value of their Employee travel pass in their remuneration in August 2002 shall retain the value of their Employee travel pass in their TRP provided that they have not been reissued with a travel pass, in which case the appropriate deduction will be made from the Employee's TRP.

76 OVERTIME

In relation to Employees who continue to be employed on a 35 hour basis:

76.1 From time to time, Employees will be required to work outside their normal hours, in exceptional circumstances where the completion of a task or project requires it. This time should not exceed 5 hours in any given week. Any overtime in excess of these reasonable limits will be compensated by the provision of time off work equal to 150% of the excess overtime.

76.2 The parties hereto agree to regularly monitor the work levels of Employees during the life of this Agreement. Should that monitoring process indicate that overtime worked is regularly exceeding 5 hours per week on average then the parties will review the remuneration structure for Employees who are affected.

77 SICK LEAVE

Employees who are covered by the Rail Access Corporation Enterprise Bargaining Agreement 1997 or the Rail Access Corporation (Argus Telecommunications Office Staff) Enterprise Agreement 1999 and who individually elected as at 29 August 2002 to retain their former conditions of sick leave and insurance under these Agreements:

77.1 are entitled to 10 days sick leave per annum;

77.2 when on extended sick leave may be given the benefit of discretionary extensions to sick leave by the Employer but this will be strictly a matter for the discretion of the Employer in the circumstances of the individual; and

77.3 any such Employee having attained 65 years of age, will be entitled to accrue sick leave in accordance with Sub-clause 27.4 of Section 1 of this Agreement in the event that the insurance cover ceases at 65 years of age.

DIVISION 6 – FORMER RIC EMPLOYEES

78 PAYMENT FOR WORK ON A PUBLIC HOLIDAY

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

79 EFFICIENCY IMPROVEMENT AND WORKPLACE FLEXIBILITY

The parties to this Agreement 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.

80 TRAINING AND DEVELOPMENT

It is estimated that the Employer's commitment to Employee training and development during the term of this Agreement will enable, on average, 10 training days, per Employee, per annum. The Employer will also endeavour to provide existing Employees access, where available, to structured Traineeships and the attainment of nationally recognised qualifications.

Schedule 2A: Classifications and Rates of Pay

	Post approval by FWC		12 months after approval		24 months after approval	
	Non Operational					
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
* RC 1 Level A	$49,801	**$53,102**	$51,295	**$54,695**	$52,834	**$56,336**
* RC 1 Level B	$50,878	**$54,179**	$52,404	**$55,804**	$53,976	**$57,478**
* RC 1 Level C	$52,045	**$55,346**	$53,606	**$57,006**	$55,214	**$58,716**
* RC 1 Level D	$53,089	**$56,390**	$54,682	**$58,082**	$56,322	**$59,824**
* RC 1 Level E	$54,102	**$57,403**	$55,725	**$59,125**	$57,397	**$60,899**
* RC 2 Level A	$58,167	**$61,468**	$59,912	**$63,312**	$61,709	**$65,211**
* RC 2 Level B	$60,217	**$63,518**	$62,024	**$65,424**	$63,885	**$67,387**
* RC 2 Level C	$62,014	**$65,315**	$63,874	**$67,274**	$65,790	**$69,292**
* RC 2 Level D	$64,110	**$67,411**	$66,033	**$69,433**	$68,014	**$71,516**
* RC 2 Level E	$67,072	**$70,373**	$69,084	**$72,484**	$71,157	**$74,659**
* RC 3 Level A	$69,860	**$73,161**	$71,956	**$75,356**	$74,115	**$77,617**
* RC 3 Level B	$72,075	**$75,376**	$74,237	**$77,637**	$76,464	**$79,966**
* RC 3 Level C	$73,672	**$76,973**	$75,882	**$79,282**	$78,158	**$81,660**
* RC 3 Level D	$75,779	**$79,080**	$78,052	**$81,452**	$80,394	**$83,896**
* RC 3 Level E	$77,673	**$80,974**	$80,003	**$83,403**	$82,403	**$85,905**

	Post approval by FWC		12 months after approval		24 months after approval	
	Non Operational					
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
* RC 4 Level A	$80,023	**$83,324**	$82,424	**$85,324**	$84,897	**$88,399**
* RC 4 Level B	$82,649	**$85,950**	$85,128	**$88,528**	$87,682	**$91,184**
* RC 4 Level C	$85,442	**$88,743**	$88,005	**$91,405**	$90,645	**$94,147**
* RC 4 Level D	$89,085	**$92,386**	$91,758	**$95,158**	$94,511	**$98,013**
* RC 4 Level E	$92,794	**$96,095**	$95,578	**$98,978**	$98,445	**$101,947**
* RC 5 Level A	$97,230	**$100,531**	$100,147	**$103,547**	$103,151	**$106,653**
* RC 5 Level B	$101,639	**$104,940**	$104,688	**$108,088**	$107,829	**$111,331**
* RC 5 Level C	$105,149	**$108,450**	$108,303	**$111,703**	$111,552	**$115,054**
* RC 5 Level D	$108,786	**$112,087**	$112,050	**$115,450**	$115,412	**$118,914**
* RC 5 Level E	$112,659	**$115,960**	$116,039	**$119,439**	$119,520	**$123,022**
* RC 6 Level A	$116,936	**$120,237**	$120,444	**$123,844**	$124,057	**$127,559**
* RC 6 Level B	$119,800	**$123,101**	$123,394	**$126,794**	$127,096	**$130,598**
* RC 6 Level C	$123,204	**$126,505**	$126,900	**$130,300**	$130,707	**$134,209**
* RC 6 Level D	$126,611	**$129,912**	$130,409	**$133,809**	$134,321	**$137,823**
* RC 6 Level E	$130,021	**$133,322**	$133,922	**$137,322**	$137,940	**$141,442**
* RC 7 Level A	$132,014	**$135,315**	$135,974	**$139,374**	$140,053	**$143,555**
* RC 7 Level B	$135,366	**$138,667**	$139,427	**$142,827**	$143,610	**$147,112**
* RC 7 Level C	$138,736	**$142,037**	$142,898	**$146,298**	$147,185	**$150,687**
* RC 7 Level D	$142,124	**$145,425**	$146,388	**$149,788**	$150,780	**$154,282**
* RC 7 Level E	$145,578	**$148,879**	$149,945	**$153,345**	$154,443	**$157,945**

Station Operations Classifications	Post approval by FWC		12 months after approval		24 months after approval	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
CCTV Operator	$63,429	**$66,730**	$65,332	**$68,732**	$67,292	**$70,794**
Duty Manager Level 1	$67,886	**$71,187**	$69,923	**$73,323**	$72,021	**$75,523**
Duty Manager Level 2	$70,378	**$73,679**	$72,489	**$75,889**	$74,664	**$78,166**
Duty Manager Level 3	$75,775	**$79,076**	$78,048	**$81,448**	$80,389	**$83,891**
Duty Manager Level 4	$82,580	**$85,881**	$85,057	**$88,457**	$87,609	**$91,111**
Sales Account Team Leader Level1 (Competent)	$74,167	**$77,468**	$76,392	**$79,792**	$78,684	**$82,186**
Sales Account Team Leader Level2 (Competent)	$80,602	**$83,903**	$83,020	**$86,420**	$85,511	**$89,013**
Sales Account Team Leader Level 3 (Competent)	$87,893	**$91,194**	$90,530	**$93,930**	$93,246	**$96,748**

	Post approval by FWC		12 months after approval		24 months after approval	
	Non Operational					
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Salesperson (Competent)	$64,178	**$67,479**	$66,103	**$69,503**	$68,086	**$71,588**
Sales / Support Officer (Competent)	$66,417	**$69,718**	$68,410	**$71,810**	$70,462	**$73,964**
Station Support Officer	$67,886	**$71,187**	$69,923	**$73,323**	$72,021	**$75,523**
Station Manager Level 1	$67,886	**$71,187**	$69,923	**$73,323**	$72,021	**$75,523**
Station Manager Level 2	$70,378	**$73,679**	$72,489	**$75,889**	$74,664	**$78,166**
Station Manager Level 3	$75,775	**$79,076**	$78,048	**$81,448**	$80,389	**$83,891**
Station Manager Level 4	$82,580	**$85,881**	$85,057	**$88,457**	$87,609	**$91,111**
Station Manager Level 5	$92,804	**$96,105**	$95,588	**$98,988**	$98,456	**$101,958**
Station Manager Level 6	$98,294	**$101,595**	$101,243	**$104,643**	$104,280	**$107,782**
Station Manager Level 7	$101,630	**$104,931**	$104,679	**$108,079**	$107,819	**$111,321**
*Station Manager Level 2 Year 1	$77,615	**$80,916**	$79,943	**$83,343**	$82,341	**$85,843**
*Station Manager Level 2 Year 2	$79,374	**$82,675**	$81,755	**$85,155**	$84,208	**$87,710**
*Station Manager	$81,132	**$84,433**	$83,566	**$86,966**	$86,073	**$89,575**

Level 2 Year 3						
*Station Manager Level 3 Year 1	$83,552	**$86,853**	$86,059	**$89,459**	$88,641	**$92,143**
*Station Manager Level 3 Year 2	$85,444	**$88,745**	$88,007	**$91,407**	$90,647	**$94,149**
*Station Manager Level 3 Year 3	$87,340	**$90,641**	$89,960	**$93,360**	$92,659	**$96,161**
*Station Manager Level 4 Year 1	$93,134	**$96,435**	$95,928	**$99,328**	$98,806	**$102,308**
*Station Manager Level 4 Year 2	$95,198	**$98,499**	$98,054	**$101,454**	$100,996	**$104,498**
*Station Manager Level 4 Year 3	$97,469	**$100,770**	$100,393	**$103,793**	$103,405	**$106,907**
*Station Manager Level 5 Year 1	$102,316	**$105,617**	$105,385	**$108,785**	$108,547	**$112,049**
*Station Manager Level 5 Year 2	$104,637	**$107,938**	$107,776	**$111,176**	$111,009	**$114,511**
*Station Manager Level 5 Year 3	$106,956	**$110,257**	$110,165	**$113,565**	$113,470	**$116,972**

	Post approval by FWC		12 months after approval		24 months after approval	
	Non Operational					
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
*Station Manager Level 6 Year 1	**$108 355**	**$111,656**	**$111,606**	**$115,006**	$114,954	**$118,456**
*Station Manager Level 6 Year 2	$110,813	**$114,114**	$114,137	**$117,537**	$117,561	**$121,063**
*Station Manager Level 6 Year 3	$113,269	**$116,570**	$116,667	**$120,067**	$120,167	**$123,669**
*Station Manager Level 7 Year 1	**$114,564**	**$117,865**	$118,001	**$121,401**	$121,541	**$125,043**
*Station Manager Level 7 Year 2	$117,104	**$120,405**	$120,617	**$124,017**	$124,236	**$127,738**
*Station Manager Level 7 Year 3	$119,644	**$122,945**	$123,233	**$126,633**	$126,930	**$130,432**

*The above rates are inclusive of the Station Management Residence Allowance.

Progression between the Year 1, Year 2 and Year 3 rates within a level is subject to the Station Manager Development and Performance Program

Schedule 2B: Allowances

Shift Work	Post approval by FWC	12 months after approval	24 months after approval
Item 1 Afternoon Shift	$3.79	$3.90	$4.02
Item 2 Night Shift	$4.47	$4.60	$4.74
Item 3 Early Morning Shift	$3.79	$3.90	$4.02
Item 4 Additional loading	$4.47	$4.60	$4.74
Overtime Limits			
Item 6 Non operational Employees	$123,204	$126,900	$130,707
Item 7 Operational Employees	$123,204	$126,900	$130,707
Industry Allowance			
Item 8 Industry Allowance	$3,301	$3,400	$3,502
Other Allowances			
Item 9 Climatic zone	$16.78	$17.28	$17.79
Item 10 Broken Hill	$11.56	$11.90	$12.26
Item 11 Dirty work	$1.09	$1.12	$1.15
Item 11A Tunnel money	$0.66	$0.68	$0.70
Item 11B Wet work	$0.52	$0.54	$0.56
Item 12A per annum	197.60	203.53	209.64
Item 13 Assistant Station Managers -Relief	$66.20	$68.19	$70.24
Item 14 Salaried Supervisor (a)	$2,035.21	$2,096.27	$2159.16
Item 15 Salaried Supervisor (b)	$1,017.04	$1,047.55	$1,078.98
On Call			
Item 16 Ordinary on Call - Day	$16.54	$17.04	$17.55
Item 17 Ordinary on Call - Night	$11.05	$11.38	$11.72
Item 18 Ordinary on Call - Day & Night	$27.59	$28.42	$29.27
Item 19 Maximum Salary	$123,204	$126,900	$130,707
Item 24A – Rostered Day	$26.70	$27.50	$28.33
Item 24B – Non Rostered Day	$40.14	$41.34	$42.58
Travelling and Incidental Expense General			
Item 25 Rate per Day	$197.60	$203.53	$209.64
Item 26 Per service	$49.45	$50.95	$52.50
Item 27 Meal / Overtime meal	$19.85	$20.45	$21.05
Item 28 Relief per day	$127.15	$130.95	$134.90
Item 29 Relief per week	$889.35	$916.05	$943.55
Item 30 Roster Relief Outside sub.	$165.85	$170.85	$176.00
Item 31 Inside sub.	$82.90	$85.40	$87.95
Item 32 Inside and out	$165.85	$170.85	$176.00
Other Allowances			
Item 34 First Aid (per Shift)	$3.30	$3.40	$3.50
Item 35 Workplace Training and Assessment (per hr)	$4.57	$4.71	$4.85
Item 36 Salesperson Coaching (per hr)	$1.72	$1.77	$1.82
Item 37 Travelink Allowance (per hr)	$0.82	$0.84	$0.87
Item 38 Station Disability Allowance (a) (per hr)	$0.40	$0.41	$0.42
Item 39 Station Disability Allowance (b) (per hr)	$0.79	$0.81	$0.83
Item 41 OH First Aid Certificate (per Shift)	$4.80	$4.95	$5.10

SECTION 3 - WAGES GRADES

81 APPLICATION OF SECTION 3

This Section 3 applies to those Employees whose positions fall within the classifications in Schedule 3A.

82 ORDINARY HOURS OF WORK

82.1 Except where agreement is reached in accordance with sub-clause 82.2, the ordinary hours of labour for Employees covered by this Section 3 shall be 76 per fortnight. The time worked on any one day Monday to Friday inclusive shall not exceed 8 hours to be worked between the hours of 0600 and 1800. Ordinary hours may be worked up to midday Saturday but cannot exceed 4 hours 15 minutes.

82.2 The ordinary hours and times mentioned in this clause may be altered by mutual consent so long as the ordinary hours of labour for the fortnight do not exceed 76 or 152 hours in a 4 week work cycle.

82.3 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Employee's representative within the area concerned, subject to the following criteria:

(a) work health and safety issues (including the ACTU Code of Conduct on 12 hour Shifts);

(b) monitoring of health subsequent to implementation;

(c) suitable rostering arrangements being made; and

(d) proper supervision being provided.

83 INTERVALS BETWEEN SHIFTS

83.1 The minimum interval between ordinary Shifts shall be 10 hours off duty, except:

(a) when changing Shifts, in which case a minimum of 8 hours shall apply; and

(b) when returning to home station, in which case the provisions of Clause 92 (Travelling Time) shall apply.

83.2 Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause shall not apply to Employees working in accordance with sub-clause 83.1.

83.3 Employees required to commence work on a new Shift with fewer than 8 hours off duty shall be paid at overtime rates for such Shift.

83.4 The penalties provided for in sub-clauses 83.2 and 83.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.

83.5 This clause does not apply where working overtime results in an Employee commencing a new Shift with less than 8 hours off duty as this working is covered within the overtime provisions in Clause 88.

84 MEAL BREAKS

84.1 Employees shall be entitled to unpaid meal breaks of not less than 30 minutes and not more than 60 minutes. However, where operational requirements so determine the meal break may be substituted with paid crib breaks.

84.2 Employees who are required to work in excess of one and a half hours overtime immediately after ordinary working hours shall be permitted a crib break of 20 minutes, prior to the commencement of such overtime without deduction of pay.

84.3 If after having worked overtime for 4 hours, from the conclusion of the previous crib break and required to continue working, a further crib break of 20 minutes shall be allowed without deduction of pay.

85 SUNDAY TIME

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

86 SHIFT WORK

86.1 For all Employees

(a) "Afternoon Shift" means a Shift on which ordinary time commences before and concludes after 1800.

(b) "Night Shift" means a Shift on which ordinary time commences at or between 1800 and 0359.

(c) "Early Morning Shift" means a Shift on which ordinary time commences at or between 0400 and 0530.

86.2 For all hours paid at ordinary time rates on days other than a Saturday, Sunday or Public Holiday Employees shall be paid the allowance:

(a) set out at item 2 of Schedule 3B for an Afternoon Shift;

(b) set out at item 3 of Schedule 3B for a Night Shift;

(c) set out at item 4 of Schedule 3B for an Early Morning Shift.

In calculating these allowances, parts of an hour of less than 30 minutes shall be disregarded and a period of 30 minutes to 59 minutes shall be paid for as an hour.

86.3 Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid a loading for that Shift as set out at item 5 of Schedule 3B, provided that the loading is not payable on a Public Holiday or overtime Shift.

87 WORKING ON BOOK OFF DAY

87.1 Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half, where another day off in lieu is granted. Working a book off day shall stand alone and not be included for the calculation of any other payment under any other clause of Section 3.

87.2 A book off day shall be of at least 24 hours duration, with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.

88 OVERTIME

88.1 All time worked in excess of the hours prescribed within Clause 82 (Ordinary Hours of Work) shall be overtime.

88.2 Employees may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.

88.3 Overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, in each period of 24 hours calculated from the commencement of work on any day.

88.4 Overtime worked at the conclusion of an extended Shift (as provided for within Sub-clause 82.3):

(a) if commenced prior to the expiration of 11 ordinary hours of work shall be paid for at time and one half;

(b) if commenced after 11 or more ordinary hours of work shall be paid for at double-time.

88.5 If as a result of working overtime an Employee does not have a continuous break of 8 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 8 continuous hours shall be granted without reduction of pay for ordinary hours occurring during such period. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.

88.6 Employees who work more than 8 hours overtime finishing immediately prior to or within 4 hours of their ordinary starting time on a Monday:

(a) shall be granted either 4 hours resting time upon completion of the overtime work and paid for so much of such 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or

(b) shall be paid at the rate of time and a half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift until they have had 4 consecutive hours rest.

88.7 Any travelling or waiting time to be paid for shall be at ordinary rates but shall constitute part of the 8 hour break or the 9 hour break as the case may be.

88.8 Time worked and paid for under Clause 89 (Call Outs), which is not of 3 hours duration or more is not treated as overtime for the purposes of sub-clause 88.5.

88.9 Employees, on day work, who are required to work during their meal break shall be paid overtime for the period of the meal interval actually worked and are to be paid at the rate of time and one half until they are allowed the usual meal intervals or allowed 20 minutes crib break.

88.10 All overtime worked on a Sunday shall be payable at the rate of double-time.

89 CALL OUTS

89.1 Employees called out for emergency work after working hours shall be paid for not less than 4 hours at the appropriate penalty rate.

89.2 Employees called out to commence duty less than 3 hours before the usual starting time and who present themselves as called for duty shall be paid at the rate of time and a half on week-days and double-time on Sunday from the time they commenced the call out Shift until the time they would ordinarily commence duty.

89.3 Employees called out for duty which is to commence 3 hours or more before their ordinary starting time shall be treated as if they had been called out after working hours.

89.4 Payments made under this clause shall not be subject to any extra payment whatsoever under any other clause.

90 ON CALL ALLOWANCE

90.1 Definition:

"On Call" means an Employee who has been directed by the Employer to be available outside their normal working hours for recall to duty. The Employee must be contactable and available for duty as required.

90.2 An Employee On Call shall be paid an allowance as set out at item 6 of Schedule 3B for a night, as set out at item 7 of Schedule 3B a day, or a total as set out at item 8 of Schedule 3B for a day and a night, except when:

(a) called out for duty and paid under Clause 89 (Call Outs);

(b) required to work planned overtime which attracts the equivalent or greater payment; or

(c) permission is granted to leave the relevant district or section.

91 EXCESS TRAVELLING TIME

91.1 Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall 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 station.

91.2 Travel time is paid at ordinary time, except on Sundays when the rate will be time and one half.

91.3 Asset Maintenance Employees may be deployed as required by the Employer within their district without additional payment or allowances.

92 TRAVELLING TIME

92.1 All time spent by Employees travelling on duty, shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment for 12 hours in each 24 hour period. Where a berth is provided the maximum payment shall be for 8 hours. Provided that payment for any journey which exceeds 12 hours shall not be less than the working time lost on the day through travelling plus payment for travelling time up to 8 hours. The 24 hours shall count from time travel first commenced on a particular day.

92.2 Employees who are required to travel for an extensive period (12 hours or more) without being provided with a sleeping berth and who arrive at the destination within 4 hours of the commencing time of the rostered Shift shall, where the nature of the work permits, be allowed up to 8 hours rest. Any part of the 8 hours which extends into the working Shift shall be paid for at single rate subject to a maximum payment of 4 hours.

92.3 Employees shall not be entitled to payment for any travelling or resting time when they are:

(a) transferred from their home station at their request, except in the case of promotion; or

(b) transferred due to strike conditions.

92.4 Travel time is paid at ordinary time, except on Sundays when the rate shall be at time and one half.

93 TRAVELLING AND INCIDENTAL EXPENSES

93.1 Employees, unless otherwise provided for in this clause, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station and/or residence daily, shall be paid expenses at the following rates as set out at item 9 of Schedule 3B per day.

93.2 Where incomplete days are involved, reimbursement shall be calculated on a service entitlement basis as set out at item 10 of Schedule 3B for:

Breakfast;
Lunch;
Dinner; or
Bed.

93.3 Employees working to a non-Shiftwork roster shall receive the expenses in Sub-clause 93.1 for the first 4 weeks whilst at the same place, or for the first 5 weeks if working to a Shiftwork roster at the same place. Thereafter the following rates shall as set out at item 12 of Schedule 3B per day.

93.4 Where incomplete days are involved, reimbursement shall be calculated on a 'service entitlement' basis as set out at item 13 of Schedule 3B for:

Breakfast;
Lunch;
Dinner; or
Bed.

93.5 A service entitlement will be calculated as follows:

Breakfast - Depart home station before 0700 or return thereto after 0800.

Lunch - Depart home station before 1300 or return thereto after 1400.

Dinner - Depart home station before 1830 or return thereto after 1830.

Bed - Depart home station before 0100 or return thereto after 0100.

93.6 Employees, who are:

(a) relieving for holidays for periods of not less than 2 weeks; or

(b) who are transferred temporarily from their home station to another place,

and where the transfer or holiday relief necessitates their living temporarily away from their regular place of residence, will be paid an allowance as set out at item 14 of Schedule 3B per week of 7 days. Existing practices in the making of temporary transfers shall not be altered merely in consequence of this provision.

93.7 Notwithstanding anything contained in this clause, any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed in this clause shall be granted, upon application, such additional amount as the Employer approves.

93.8 Where it is necessary for an Employee who travels daily when engaged on work away from their home station to have more than one meal per ordinary Shift away from the home station the Employee shall be paid as set out at item 11 of Schedule 3B for each meal in excess of one.

93.9 Employees who ordinarily return home during their Shift for a meal when working at their home station and who are notified after attending for duty at their home

station that they are required to work at a place which will not permit them to have their meal at their home, as had been arranged by them prior to attending for duty, shall be granted a meal allowance as set out at item 11 of Schedule 3B.

93.10 Employees, who are required to work overtime for more than 2 hours immediately after their ordinary finishing time, without having been notified 24 hours before of requirement to work, will either be supplied with a meal by the Employer, or be paid as set out at item 11 of Schedule 3B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

94 PENALTY RATES NOT CUMULATIVE

Wherever time worked is required to be paid for at more than ordinary rates, such time shall not be subject to more than one penalty but shall be subject to the penalty which is to the Employee's greatest advantage.

95 RIGHT TO DEDUCT PAY

95.1 The Employer may stand down Employees for any time during which they cannot be usefully employed in their classification or grade of work in which they are usually employed, because of industrial action by any persons whatsoever or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the provisions of this clause.

95.2 The Employer shall issue Employees with written notification of the stand down.

95.3 Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.

95.4 Employees who are stood down may at any time while they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all payments to which they are entitled.

95.5 Employees who terminate their employment while they are stood down shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Employer.

95.6 Employees who are stood down are permitted to accept alternative employment. In such cases it shall be a reasonable excuse for not reporting for duty to the Employer that the Employee is working out a period of notice which they are required to give to the alternative Employer, provided that it does not exceed one week.

95.7 Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period

95.8 Employees whom the Employer proposes to stand down shall be entitled to elect to take annual leave and accrued days to which they are entitled or which is accruing to them.

95.9 The Employer shall not be entitled to deduct payment for any proclaimed public holiday which occurs during the period in which Employees are stood down and for which payment would be due in ordinary course, except where Employees have become entitled to payment for the holiday whilst otherwise employed. The Employer may require details of payment received where application for payment of such is requested.

96 ALLOWANCES

96.1 The following allowances in this clause are not cumulative. Unless otherwise stated allowances shall be paid subject to the following conditions:

(a) only one allowance shall be paid at any one time for the same work; and

(b) if two allowances are applicable to any work then the higher amount shall be paid,

provided that this sub-clause shall not apply to height money, wet work or confined space, the rates for which are cumulative.

96.2 **Height Money**

Employees, excepting scaffolders, block and tackle hands, riggers and or splicers, when working 15 metres or more above the nearest horizontal plane, shall be paid as set out at item 15 of Schedule 3B per hour whilst so engaged subject to a minimum as set out at item 15A of Schedule 3B per Shift.

96.3 **Respirator Allowance**

(a) Employees working in an environment which requires the mandatory wearing of full protective equipment which includes hood and air line respirator, shall be paid an allowance as set out at item 17 of Schedule 3B per hour whilst required to wear such protective equipment.

(b) Employees who, because of the nature of the work, are required to wear respirators for four hours or more in a Shift shall be paid as set out at item 16 of Schedule 3B extra per Shift.

96.4 **Tunnel Money**

(a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as set out at item 18 of Schedule 3B per hour.

(b) Where the time in a tunnel is 30 minutes or more, a minimum of one hour shall be paid at the additional rate. but where the time in a tunnel is less than 30 minutes no additional rate shall be payable under this sub-clause.

96.5 **Wet Work**

(a) Employees, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid as set out at item 19 of Schedule 3B per hour extra while required to work in such clothing or boots.

(b) This allowance shall not be payable where suitable protective clothing and/or footwear is provided by the Employer.

96.6 **Confined Space**

(a) An allowance as set out at item 22 of Schedule 3B per hour shall be paid to Employees when working in a confined space on a job in a recognised workshop.

(b) This allowance shall be paid in accordance with present practices, and in cases not covered by a present practice, as the Employer may determine.

96.7 **Dirty Work**

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid an allowance as set out at item 23 of Schedule 3B.

97 HIGHER GRADE

97.1 Employees engaged for 2 hours or more on one Shift on duties carrying a higher rate than their ordinary classification shall, if the minimum rate for such classification is higher than their ordinary rate, be paid the higher minimum rate for the whole Shift. If so engaged for less than 2 hours on one Shift, Employees shall be paid the higher minimum rate for the time worked, provided that any time occupied on meal relief in either a wages or salaried position shall not be regarded as acting in a higher grade.

97.2 When Employees act in a higher grade for which wage rates are provided according to years of service, they shall, from the date they accumulated 12 months service on such acting work, made up of periods of not less than 4 hours continuous acting service, but not earlier than 12 months from the date of acting rate was first paid, be paid the wage rate prescribed for the 2nd year and, after having accumulated 2 years acting service under similar conditions, the 3rd year's rate where it is provided and so on.

97.3 Employees ordered to act in or to relieve in a lower grade shall not have their rate of pay reduced whilst so employed, except in cases of punishment or of general retrenchment, or where by reason of circumstances beyond the control of the Employer, work in their own or a higher grade is not available.

97.4 When an Employee acts in a higher or lower grade all employment conditions (other than pay) applicable to that grade will apply to the Employee.

98 RATES OF PAY, ALLOWANCES AND EXPENSES

98.1 Rates of pay are set out in Schedule 3A.

98.2 Allowances and expenses are contained in Schedule 3B.

SCHEDULE 3A – CLASSIFICATION AND RATES OF PAY

	Post approval by FWC		12 months after approval		24 months after approval	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Cleaning Attendant	$890.65	**$953.95**	$917.35	**$982.55**	$944.85	**$1,012.00**
Cleaner In Charge	$1,016.75	**$1,080.05**	$1,047.25	**$1,112.45**	$1,078.65	**$1,145.80**

SCHEDULE 3B – ALLOWANCES

Industry Allowance	Post approval by FWC	12 months after approval	24 months after approval
Item 1 Industry Allowance	$63.30	$65.20	$67.15
Shift Work			
Item 2 Afternoon Shift	$3.79	$3.90	$4.02
Item 3 Night Shift	$4.47	$4.60	$4.74
Item 4 Early Morning Shift	$3.79	$3.90	$4.02
Item 5 Additional loading	$4.47	$4.60	$4.74
On Call			
Item 6 Ordinary on Call - Night	$11.05	$11.38	$11.72
Item 7 Ordinary on Call - Day	$16.54	$17.04	$17.55
Item 8 Ordinary on Call - Day & Night	$27.59	$28.42	$29.27
Travelling and Incidental Expenses General			
Item 9 Rate per Day	$197.60	$203.53	$209.64
Item 10 Per service entitlement	$49.45	$50.95	$52.50
Item 11 per Meal / Overtime meal	$19.85	$20.45	$21.05
Item 12 After 4 weeks' per day	$173.65	$178.85	$184.20
Item 13 per service entitlement	$43.45	$44.75	$46.10
Item 14 Holiday Relief / Temp Trans (per week)	$889.35	$916.05	$943.55
Item 15 Height (a) (per hour)	$0.34	$0.35	$0.36
Item 15A Height (b) (per Shift)	$1.08	$1.11	$1.14
Item 16 Respirators Cartridge (per shift)	$2.39	$2.46	$2.53
Item 17 On line respirator (per hour)	$2.86	$2.95	$3.04
Item 18 Tunnel money	$0.66	$0.68	$0.70
Item 19 Wet work (per hour)	$0.52	$0.53	$0.55
Item 22 Confined Space (per hour)	$0.78	$0.80	$0.82
Item 23 Dirty work (per hour)	$1.09	$1.12	$1.15
Item 25 First Aid Allowance (per Shift)	$3.28	$3.38	$3.48
Item 26 OH First Aid Certificate (per Shift)	$4.74	$4.88	$5.03
Item 29 Trainer Assessor Allowance (per hour)	$4.57	$4.71	$4.85
Item 31 Coaching Allowance (per hour)	$1.72	$1.77	$1.82

SECTION 4 - OPERATIONS

99 APPLICATION OF SECTION 4

This Section 4 applies to those Employees whose positions are covered under one of the classifications that are included in Schedule 4A.

100 DEFINITIONS AND INTERPRETATION

Accommodation means accommodation provided for Staff employed under this Agreement which has first been agreed between the parties to the Agreement.

For On Board Services Employees a Shift means the hours of duty the Employee is rostered on a daily basis from sign on to sign off.

On Board Services Employees means Passenger Services Supervisor, Senior Passenger Attendant and Passenger Attendant.

Operational Wages Employees means those Employees listed in Schedule 4A, excluding those classifications under the headings of On Board Services Staff and Train Crew.

Per week means one half of the ordinary hours of labour per fortnight.

Passive Time means all time paid when not undertaking normal duties while travelling, waiting or walking shall not be taken into account for the purposes of calculating time in excess of ordinary hours for overtime purposes.

Specialist Working means where Drivers, other than those engaged on suburban electric trains, who, for the most part of their regular duty drive an express goods, mail, or passenger train 104.6 kilometres, or more in one direction, such working will continue, where practicable, to be incorporated in special working rosters.

Time worked includes stand by time whether rostered or not and any walking time when carrying an Employer's kit, and any travelling, waiting or walking time which eventuates after work is commenced or before work is finished in any straight Shift or in any part of a broken Shift. Provided that all time on duty by Train Crew on any Shift, including passive time which eventuates after signing on but before work is actually commenced or after work is finished but prior to signing off on any straight Shift, or any part of a broken Shift is to be regarded as time worked for the purpose of overtime, Saturday and Sunday time payments. Provided further that time occupied in travelling by Train Crew and such travelling time is not associated with a Shift shall be treated as time worked for Saturday and Sunday time payments.

Train Crew means the essential crew that are required to move a train and includes InterCity Drivers and Guards and Regional (Former CountryLink) Drivers.

Train Driver's Home Station means the regular place allotted to a Train Driver to sign on and off duty.

Trains Guards Home station means the regular place allotted to a Train Guard to sign on and off duty"

Waiting Time means idle time which must be paid for because the Employee cannot be booked off under the provisions of this Section.

For Guards and Operational Wages Employees, a Shift means a turn of duty during in which some actual work is performed.

Provided that when a Guard or Operational Wages Employee travels:

(a) for 7 hours 36 minutes or more, or

(b) 8 hours or more in the case of an Employee whose ordinary hours of labour are worked on the basis of 152 hours in a 4 week work cycle,

between a sign off and a sign on, such time shall be treated as a Shift for the purpose of calculating whether or not excess Shifts are worked in a fortnight.

Provided further that when Guards are temporarily transferred, and as a result loses a working Shift of less than 7 hours 36 minutes the time involved is to be treated as a Shift for the purpose of calculating whether or not excess Shifts are worked in the fortnight.

Stand-by time for Guards means the time that a Guard is required to be in attendance to perform duty at short notice in the Employee's normal grade and whilst standing-by is available for any duty within the Employee's capacity. It does not include any time Employees are relieved from duty to partake of meals.

101 HOURS OF WORK

101.1 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Union delegate within the area concerned, subject to the following criteria:

(a) work health and safety issues;

(b) monitoring of health subsequent to implementation;

(c) suitable rostering arrangements being made;

(d) proper supervision being provided; and

(e) subject to relevant legislative requirements.

102 INTERVALS BETWEEN SHIFTS

102.1 For Train Crew the minimum interval shall be 11 hours off duty between Shifts, except when at a foreign location, in which case a minimum of 7 hours shall apply (at rest accommodation).

102.2 For On Board Services Employees the minimum interval shall be 11 hours off duty between sign off and sign on, except where at a foreign location, in which case a minimum of 7 hours shall apply.

102.3 Regional (Former CountryLink) Drivers working to barracks for rest may exercise the right to claim a sign on no earlier than 39 hours from the original advised sign on, at the time of ceasing duty at the home depot following completion of commitment with respect to rostered barracks working.

102.4 On Board Services Employees who are unable to have an interval of 7 hours at a foreign location as result of disrupted services, shall be paid at the rate of single time until the commencement of their next Shift. This time shall not be used in the calculation of overtime.

102.5 Operational Wages Employees shall be 10 hours off duty between ordinary Shifts, except:

(a) when changing Shifts, in which case a minimum of 8 hours shall apply.

(b) when returning to home station, in which case the provisions of Clause 113 (Travelling Time) shall apply.

102.6 Operational Wages Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause does not apply to Employees working in accordance with sub-clause 102.5 or when performing duties which require 'double-back' Shifts with 8 hours off duty.

102.7 Operational Wages Employees required to commence work on a new Shift with fewer than 8 hours off duty, shall be paid at overtime rates for such Shift.

102.8 The penalties provided for in sub-clauses 102.6 and 102.7 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.

102.9 Employees, other than On Board Services Employees, who are not informed upon ceasing duty when they will be required shall be free to assume that they will not be required for a period of 12 hours, and shall suffer no disability other than having to wait for the next available job if they are called upon for duty during that period and are not ready.

102.10 Guards who have been booked or directed to attend for duty, and have been notified once or more often that they will not be required till later, shall, after 10 hours have elapsed from the time at which they were originally booked or directed to attend, be allowed, if they so desire, a further period of 8 hours for rest before the time at which they are to take up duty again.

102.11 For the purpose of determining intervals between Shifts at the home stations of guards, travelling time shall be deemed time on duty.

102.12 Regional (Former CountryLink) Drivers minimum rest periods will be exclusive of travelling time.

102.13 The rostering of return working shall ensure that the Regional (Former CountryLink) Drivers will have not less than 7 hours rest period available at the rest accommodation.

103 MEAL BREAKS

103.1 For all Shifts that exceed 5 hours, Train Crew (other than Regional (Former CountryLink) Drivers) shall, except in cases of unavoidable necessity, be allowed a meal period between the third and fifth hours of duty of not less than:

(a) 10 minutes, if driving any other passenger service,

paid at the same rate of pay received immediately before the commencement of the break. Provided that when rostered for a round trip, the meal period may be arranged at the turn round point. Meal breaks for train drivers working a 'double'Shift' is detailed at Sub-clause 117.6 (e) (Kilometrage payments).

103.2 Regional (Former CountryLink) Drivers, who are due for a break at a turnaround location, will be provided a 20 minute meal break without deduction of pay.

103.3 On Board Services Employees will receive a meal break of 20 minutes on each turn of duty, which will be paid at the same rate of pay that the Employee received immediately before the commencement of the meal, for the partaking of a meal.

104 SUNDAY TIME

104.1 Operational Wages Employees required to work on a Sunday for less than 4 hours shall be subject to a minimum payment of 5 hours. However, this working shall not count as a Shift in the determination of excess Shifts for the fortnight. Passive time paid for, other than held away from home allowances, shall be paid at the rate of time and a half.

104.2 Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

105 SHIFT WORK

105.1 For all Employees, other than Regional (Former CountryLink) Station Employees:

(a) Afternoon Shift means a Shift on which ordinary time commences before and concludes after 1800.

(b) Night Shift means a Shift on which ordinary time commences at or between 1800 and 0359.

(c) Early Morning Shift means a Shift on which ordinary time commences at or between 0400 and 0530.

105.2 For Regional (Former CountryLink) Station Employees, Shift penalties will be paid as follows:

Afternoon:	Commencing or concluding	1800 –2400
Night:	Commencing or concluding	2400 -0600

Where a Shift commences during the afternoon period but concludes during the night period the night penalty will be paid.

105.3 For all Operational Wages Employees, other than InterCity Train Crew:

(a) working ordinary hours on days other than a Saturday, Sunday or public holiday shall be paid:

i. as set out at item 2 of Schedule 4B for an Afternoon Shift,

ii. as set out at item 3 of Schedule 4B for a Night Shift;

iii. as set out at item 4 of Schedule 4B for an Early Morning Shift.

In calculating this allowance, broken parts of an hour of less than 30 minutes shall be disregarded and periods of 30 minutes to 59 minutes shall be paid for as an hour.

(b) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid for that Shift a loading as set out at item 5 of Schedule 4B, provided that such loading is not payable on a public holiday or an overtime Shift.

105.4 For InterCity Train Crew:

(a) working ordinary hours on days other than a Saturday, Sunday or Public Holiday Employees shall be paid:

i. as set out at item 6 of Schedule 4B for an Afternoon Shift;

ii. as set out at item 7 of Schedule 4B for a Night Shift;

iii. as set out at item 8 of Schedule 4B for an Early Morning Shift.

In calculating this allowance, broken parts of an hour of less than 30 minutes shall be disregarded and periods of 30 minutes to 59 minutes shall be paid for as an hour.

(b) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid for that Shift a loading as set out at item 9 of Schedule 4B, provided that such loading is not payable on a public holiday or an overtime Shift.

106 GUARANTEED PAYMENT

106.1 Employees, other than casuals, who are ready, willing and available for all work offered to them shall be paid each fortnight an amount equivalent to ordinary hours for the fortnight at the ordinary rate of wage for their grade (Guaranteed Payment). The Guaranteed Payment is all wages payable to the Employee for the ordinary Shifts worked each fortnight, excluding:

(a) penalties for Shift work and for Saturday time and Sunday time; and

(b) any allowance representing the difference between their classified rate and the ordinary rate applicable to them whilst acting in a grade higher than their own.

Where through bona fide illness or approved leave, payment less than the Guaranteed Payment is due, the payment shall be the Guaranteed Payment less the amount which would have been payable had the Employee performed duties during the absence. Provided that if the latter amount cannot be determined the deduction shall be of one day's ordinary hours for each day's absence.

Where Employees are absent from duty without pay on account of other than bona fide illness or approved leave the guarantee payment shall not apply.

106.2 In the event of a decrease in the amount of traffic offering, in so far as train drivers are concerned, the Employer may apply to the Commission to be relieved from compliance with this clause generally or in relation to a particular depot.

Where the decrease in the traffic offering is caused by strike by any train driver or by the failure of the Employees to perform any work allotted to or available for them during the period or by the cessation of traffic for a period exceeding 21 days the Guaranteed Payment shall not apply.

106.3 The Guaranteed Payment, for other than train drivers, is not payable in the case of strike by other Employees or where work is unavailable for a period exceeding one week (7 consecutive days) because of a strike or lock out of other Employees or other workers. In the latter event any of the parties may apply immediately to the Commission for an exemption or variation of this clause considered justified by the actual circumstances.

106.4 This clause applies to time worked on ordinary Shifts only. Time worked on excess Shifts shall be paid for in addition to the Guaranteed Payment

107 WORKING ON BOOK OFF DAY

107.1 Train Crew who have been booked off for the day and are called upon to take up duty on that day shall be given at their residence 24 hours notice of their requirement for duty, or shall be paid time and a quarter for the whole Shift.

107.2 Operational Wages Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half. Where another day off in lieu is granted, working a book off day shall stand alone and not be included for the calculation of any other payment under any other clause of this Section 4.

107.3 A book off day shall be of at least 24 hours duration (with the exception of Intercity and Regional (Former CountryLink) Drivers who will retain the conditions outlined within the Drivers Rostering and Working Arrangements and State Rail Authority of

NSW Stable Rostering Code 1987 with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.

107.4 Guards and Operational Wages Employees, who are not working a regular rostered job, cannot be booked off unless they have ceased, or are to cease work on the day, before 1000. When so booked off they cannot recommence duty prior to 0600 the following day.

107.5 Notice that Employees are booked off for the day shall be given to Employees wherever possible on the previous day, and, in any case, not later than 1000 on the day off, and notice shall also where practicable, be sent to their homes on the day previous to that day.

108 LIMITS OF SHIFTS

108.1 Train Drivers on other passenger services shall not be rostered on for more than 10 hours on a Shift.

108.2 For Train Drivers, where the rostered working cannot be adhered to because of trains running out of course and it is reasonably practicable to do so, arrangements shall be made to relieve the Train Drivers either on route or on arrival at terminal points so as to avoid, if possible, a working Shift in excess of 11 hours.

108.3 For Train Drivers, no Shift shall, except where necessary to enable them to make up their time to ordinary fortnightly hours, be less than 5 hours.

108.4 InterCity Drivers shall not be rostered to work Shifts which exceed 370 kilometres, more than 4 times in any week, nor shall they be rostered to work in excess of 8 hours in traffic on such Shifts. Upon arrival at the terminal point of the train worked they shall be relieved.

108.5 Where Shifts are rostered for working in excess of 370 kilometres, a limit of 8 such Shifts in a period of 14 days shall apply, provided that Regional (Former CountryLink) Drivers at their discretion may accept additional Shifts provided that work health and safety standards are not exceeded.

108.6 Guards may be rostered to work more than 10 hours but not more than 11 hours provided that they:

(a) return home by working one Shift instead of booking off for rest away from their home station; or

(b) will not, in any case, after arrival at the rostered terminal, with the train they were rostered to run, be required to perform any duty other than that for which they were rostered.

(c) excepting in the case of an accident, emergency or unforeseen or practically unavoidable event, straight Shifts worked by guards shall be completed within 11 hours, except in cases where, if relief was not provided, the rostered run can be completed within 12 hours.

108.7 Operational Wages Employees whose ordinary hours of labour are 76 hours per fortnight or less shall not be rostered to work more than 9 hours on any one Shift unless agreement is reached in accordance with the provisions of Clause 24 (Hours of Work) .

108.8 For On Board Services Employees, the maximum rostered Shift will be 11 hours, except in agreed circumstances, which are to be agreed to by the Employer and the relevant Unions, with the Shifts required to be worked identified.

108.9 No time paid for travelling, waiting and walking, whether carrying an Employer's kit or not after the conclusion of actual work on a Shift shall be taken into account in determining the limit of a Shift.

109 BROKEN SHIFTS

109.1 A broken Shift is one during which Employees are released from duty for other than meal breaks and consists of 2 parts, which, except in cases of accident or unavoidable necessity, shall be completed within 12 hours and must comply with legislative requirements.

109.2 Employees working a broken Shift who have intervals in the day time (i.e. between the hours of 0600 and 2000) shall be booked off for not less than 2 hours; where any such interval is in the night time (i.e. between the hours of 2000 and 0600) the booking off shall be for not less than 4 hours. Such times are to be exclusive of any allowances prescribed for signing on or off duty.

109.3 Where any such interval extends over the day time and night time, then the period in which the greater part of the interval occurs shall determine the length of the interval due. Where the parts are equal then the period in which the Shift finishes shall determine the interval due.

109.4 Guards working a broken Shift may be booked off for not less than one and a half hours, during the day time, at the home station. They may be booked off for not less than 2 hours during the day time, when away from the home station and 4 hours of a night time irrespective of whether at the home station or away.

109.5 Where Train Crew working a broken Shift are booked off away from the home station, payment shall be made at the rate of one-half the interval time subject to a minimum payment of one hour.

109.6 Train Crew shall be paid a minimum of one day's pay when required to work a broken Shift. Operational Wages Employees shall be paid for all time worked in excess of a spread of 10 hours at the rate of time and a half.

109.7 This clause shall not apply to work provided for in sub-clause 104.1 of Section 4 referring to Shifts of less than 4 hours duration.

109.8 Home stations include temporary home stations in the case of Employees temporarily transferred.

110 TIME ALLOWANCES

110.1 The time allowed to Train Crew for preparation and/or stabling and/or other requirements shall not be less than a time determined by actual tests carried out by the Employer and a representative nominated by the union delegate concerned.

110.2 Where the times have been fixed, they shall remain in force so long as the duties and conditions remain unaltered.

110.3 To meet special conditions pertaining in particular localities the Employer, either of its own volition or at the request of the Union delegate may carry out additional tests in like manner as provided in this clause for the purpose of determining the times to be allowed at such localities.

111 OVERTIME

111.1 All time worked in excess of the hours prescribed within Clause 24 (Hours of Work) shall be overtime.

111.2 Within each 24 hour period, overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, calculated from the commencement of work on any day.

111.3 Overtime worked at the conclusion of an extended Shift (as provided for within sub-clause 101):

(a) if commenced prior to the expiration of 11 ordinary hours of work shall be paid at time and one half;

(b) if commenced after 11 or more ordinary hours of work shall be paid for at double time.

111.4 Employees may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.

111.5 An excess Shift is a Shift worked in excess of 9 or 10 Shifts for the fortnight depending upon whether an Employee is on a 19 or 20 day four week cycle, i.e. Shifts in excess of the usual maximum number of Shifts that can be worked for the ordinary fortnightly hours.

111.6 Operational Wages Employees and Train Crew working a 19 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 11 hours and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.

111.7 Operational Wages Employees and Train Crew working a 20 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 10 hours and 36 minutes and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.

111.8 When the ordinary hours of duty are worked on 10 or on a less number of Shifts in the pay fortnight and an Employee resumes duty during the currency of the pay fortnight after having been off duty on paid holiday leave, the leave shall be taken into account for the purpose of determining whether or not excess Shifts payable at overtime rates have been worked in the pay fortnight.

111.9 Paid leave which is taken after a certain number of Shifts have been worked in a pay fortnight and which leave continues until at least the end of the pay fortnight shall not be taken into account in any way whatsoever for the purpose of ascertaining whether or not excess Shifts have been worked in the pay fortnight.

111.10 **Passive Time**

Time paid to all Employees except Train Crew, for travelling, waiting or walking when not carrying an Employer's kit shall not be taken into account for the purpose of calculating time in excess of ordinary hours for overtime purposes when it eventuates:

(a) before actual work commences, or

(b) after actual work finishes on any straight Shift; or

(c) on either portion of a broken Shift; or

(d) when it forms no part of a Shift.

111.11 On Board Services Employees shall, for all Shifts not included in their master rostered Shifts in a particular fortnight, be paid at the rate of time and one half for the first 7 hours and 36 minutes and double time thereafter, for any Shift so

worked. This provision shall not apply where Passenger Attendants have arranged to exchange the Shift at their mutual convenience.

111.12 Operational Wages Employees whose hours are restricted to 76 hours per fortnight Monday to Friday shall be paid an overtime rate of double time for all overtime worked after 12 noon on a Saturday.

111.13 Passenger Attendants shall, for all time worked in excess of 7 hours and 36 minutes on a Saturday, be paid for such excess at the rate of double-time.

111.14 All time worked on a Sunday shall be payable at the rate of double time.

111.15 Guards and Operational Wages Employees who are not restricted to 76 hours per fortnight Monday to Friday shall be paid for all overtime, i.e. after 7 hours 36 minutes or 8 hours from time signed on, worked on a Saturday at the rate of double-time.

111.16 Regional (Former CountryLink) Customer Attendants and Senior Customer Attendants who are approved to work overtime in excess of 80 or 72 hours (152 hours per month) will be paid at the rate of time and one half for excess hours worked except that:

(a) overtime worked in excess of 8 hours in any one Shift will be at the rate of time and one half for the first 3 hours and double time thereafter;

(b) overtime between 12 midnight Friday and 12 midnight Saturday will be paid an overtime rate of time and one half for the first 3 hours and double time thereafter; or

(c) overtime between 12 midnight Saturday and 12 midnight Sunday will be paid an overtime rate of double time.

112 EXCESS TRAVELLING TIME

112.1 Employees, other than relief Employees and Guards, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall 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 station.

112.2 All Employees required to undertake training courses or courses of a like nature at locations other than their home station shall be paid at single rates for any time taken in travelling to and from the training location in excess of that usually taken in travelling from their home to their regular place of employment.

113 TRAVELLING TIME

113.1 All time spent by Employees travelling on duty, shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment for 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours. Circumstances contained within the Drivers Rostering and Working Arrangements, or the Guards Rostering and Working Arrangements, or the State Rail Authority of NSW Stable Rostering Code 1987, shall be treated in accordance with the payments specified in those arrangements.

113.2 Employees shall not be entitled to payment for any travelling or resting time when they are:

(a) transferred from their home station at their request, except in the case of promotion; and

(b) transferred due to strike conditions.

113.3 Travel time, for other than On Board Services Employees and Train Crew who shall be paid in accordance with their passive time Agreement, is paid at ordinary time, except on Sundays when the rate shall be time and one half.

113.4 On Board Services Employees shall be paid all time in travelling and waiting on duty, but this time will not be used in the calculation of overtime.

113.5 On Board Services Employees who are required to book off for 7 hours or more en-route and are required to rest in travelling barracks, will be paid for all time booked off at ordinary rates.

114 TRAVELLING AND INCIDENTAL EXPENSES

114.1 Employees, unless otherwise provided for in this clause, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station and/or residence daily, shall be paid expenses as set out at item 10 of Schedule 4B.

Where incomplete days are involved, reimbursement shall be paid on a 'service entitlement' basis as set out at item 11 of Schedule 4B for:

Breakfast;
Lunch;
Dinner; and
Bed.

114.2 Employees working to a non-Shiftwork roster shall receive the expenses in Clause 114.1 for the first 4 weeks whilst at the same place, or for the first 5 weeks if working to a Shiftwork roster at the same place. Thereafter the daily rate as set out at item 13 of Schedule 4B shall apply per day.

114.3 Where incomplete days are involved, reimbursement shall be calculated on a 'service entitlement' basis as set out at item 14 of Schedule 4B for:

Breakfast;
Lunch;
Dinner; and
Bed.

114.4 A 'service entitlement' will be calculated as follows:

Breakfast - Depart home station before 0700 or return thereto after 0800.
Lunch - Depart home station before 1300 or return thereto after 1400.
Dinner - Depart home station before 1830 or return thereto after 1830.
Bed - Depart home station before 0100 or return thereto after 0100.

114.5 On Board Services Employees, who are required to utilise "barracks" at a foreign location, shall be allowed, as an expense, the sum as set out at item 15 of Schedule 4B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.

114.6 Regional (Former CountryLink) Drivers, who are required to utilise "barracks" at a foreign location, shall be allowed, as an expense, the sum as set out at item 15 of Schedule 4B per each completed multiple of 8 hours or part thereof, calculated from the time of signing on to the time of signing off at the home station.

114.7 Train Crew and On Board Services Employees when away from their home station over 10 hours and up to 16 hours and booked off to rest away from their home station, shall be paid the sum as set out at item 16 of Schedule 4B. The time for this payment shall be computed from the time of signing on at the home depot to signing off at the home depot.

114.8 Train Crew when away from their home station over 10 hours and up to 16 hours but not booked off to rest away from their home station, shall be paid the sum as set out at item 12 of Schedule 4B. The time for this payment shall be computed from the time of signing on at the home depot to signing off at the home depot.

114.9 Guards and On Board Services Employees, when away from their home station over 16 hours but not "booked off" to rest away from their home station, shall be paid as expenses the sum as set out at item 17 of Schedule 4B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.

114.10 Train Crew who are required to attend for duty for a trip for which they are booked and which, if worked, would necessitate them being 'booked off' for rest away from their home depot and who are ready, willing and available to work such trip or a similar trip but they are not required to do so and are not given two hours or more notice of the cancellation or alteration at their place of residence, irrespective of whether the Employee resides within the recognised calling area or otherwise shall be paid as set out at item 18 of Schedule 4B as a "box" allowance.

114.11 Train Crew and On Board Services Employees who are transferred temporarily from one station or depot to another, unless at their own request, and such transfer necessitates them living temporarily away from their regular place of residence, shall be paid an allowance as set out at item 19 of Schedule 4B per week of 7 days for so long as they remain on transfer to the station or depot. When away from their temporary home station they shall be paid expenses as provided.

114.12 Operational Wages Employees, who are on the general or roster relief staffs (including Employees acting on same) shall, when engaged on work which does not permit them to return to their home station and/or residence daily, be paid an allowance as set out at item 19 of Schedule 4B per week of 7 days applying the times of sub-clause 114.4.

114.13 Operational Wages Employees engaged on work away from their home stations but able to travel from and to their home station daily shall, if absent from their home station over 10 hours calculated from the time of signing on at the home depot to signing off at the home depot, be allowed as expenses as set out at item 21 of Schedule 4B.

114.14 Operational Wages Employees required to work more than 2 hours overtime immediately after finishing ordinary time and with less than 24 hours notice, shall be paid a meal allowance as set out at item 20 of Schedule 4B, where no meal is supplied by the Employer.

114.15 Any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed shall be granted upon application such additional amounts as the Employer approves.

115 PENALTY RATES NOT CUMULATIVE

Wherever time worked is required to be paid for at more than ordinary rates, such time shall not be subject to more than one penalty but shall be subject to the penalty which is to the Employee's greatest advantage.

116 RIGHT TO DEDUCT PAY

116.1 The Employer may stand down Employees for any time during which they cannot be usefully employed in their classification or grade of work in which they are usually employed, because of a strike or lockout by any persons whatsoever or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the provisions of this clause.

116.2 The Employer shall issue Employees with written notification of the stand down.

116.3 Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.

116.4 Employees who are stood down may at any time while they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all payments to which they are entitled.

116.5 Employees who terminate their employment while they are stood down shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Employer.

116.6 Employees who are stood down are permitted to accept alternative employment. In such cases it shall be a reasonable excuse for not reporting for duty to the Employer that the Employee is working out a period of notice they are required to give to the alternate Employer, provided that it does not exceed one week.

116.7 Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.

116.8 Employees whom the Employer proposes to stand down shall be entitled to elect to take annual leave and accrued days to which they are entitled or which is accruing to them.

116.9 The Employer shall not be entitled to deduct payment for any proclaimed public holiday which occurs during the period in which Employees are stood down and for which payment would be due in ordinary course, except where Employees have become entitled to payment for the holiday whilst otherwise employed. The Employer may require details of payment received where application for payment of such is requested.

117 ALLOWANCES

117.1 Barracks Occupation Allowance

Train Crew and On Board Services Staff, who are required to utilise "barracks" at a foreign location, shall be allowed the amount as set out at item 22 of Schedule 4B for each such occasion except where the Employee is booked off at Sydney, to rest at barracks when the amount as set out at item 23 of Schedule 4B shall be paid.

117.2 Held Away From Home Allowance

(a) Train Crew and On Board Services Staff who occupy barracks or alternative Accommodation at a foreign location as a requirement of their rostered train working, shall be paid for all time in excess of 10 hours at single ordinary time. This allowance is not paid as time worked nor shall it be payable when detentions eventuate through derailments, floods, washaways, fires or strikes.

(b) This allowance shall not be payable in respect of any time during which Employees are otherwise allowed payment for time worked or for passive time associated with time worked.

(c) Where the working to and from the foreign station is at a higher rate than the Employees normal classified position this allowance will also be at the higher rate.

(d) For Train Drivers, special conditions applying within the Drivers Rostering and Working Arrangements or the State Rail Authority of NSW Stable Rostering Code 1987, shall apply.

117.3 **Dirty Work**

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid an allowance as set out at item 26 of Schedule 4B.

117.4 **Security**

Guards employed within a Shift in charge of inter-urban passenger trains, in the Sydney or Newcastle areas, and who are trained, ready, willing and available to carry out duties which involve agreed semi-security functions such as surveillance and patrolling of carriages etc, shall be paid an allowance as set out at item 24 of Schedule 4B for each such Shift.

117.5 **Cab Allowance**

(a) Guards on intercity electric trains shall be paid the amount as set out at item 25 of Schedule 4B per Shift for all rostered Shifts for which they are ready, willing and perform all the functions required of the position.

(b) Drivers, when regularly employed on inter urban electric passenger services shall also be paid the amount as set out at Item 25 of Schedule 4B.

117.6 **Kilometreage Payments**

(a) InterCity Train Crew, shall be credited for the distance run on the basis of the following table and the payment will cover all duties normally associated with the service:

Time to be credited

161 kilometres and up to and exclusive of 193 kilometres	5hrs
193 kilometres and up to and exclusive of 225 kilometres	6hrs
225 kilometres and up to and exclusive of 257 kilometres	7hrs
257 kilometres and up to and exclusive of 290 kilometres	8hrs
290 kilometres and up to and exclusive of 322 kilometres	9hrs
322 kilometres and up to and exclusive of 338 kilometres	10hrs
338 kilometres and up to and exclusive of 354 kilometres 30mins	10hrs
354 kilometres and up to and exclusive of 370 kilometres	11hrs
370 kilometres and up to and exclusive of 386 kilometres 30mins	11hrs
386 kilometres and up to and exclusive of 402 kilometres	12hrs
402 kilometres and up to and exclusive of 418 kilometres 30mins	12hrs
418 kilometres and up to and exclusive of 435 kilometres	13hrs
435 kilometres and up to and exclusive of 451 kilometres 30mins	13hrs

451 kilometres and up to and exclusive of 467 kilometres	14hrs
467 kilometres and up to and exclusive of 483 kilometres 30mins	14hrs
483 kilometres and up to and exclusive of 499 kilometres	15hrs
499 kilometres and up to and exclusive of 515 kilometres 30mins	15hrs
515 kilometres and up to and exclusive of 531 kilometres	16hrs
531 kilometres and up to and exclusive of 547 kilometres 30mins	16hrs
547 kilometres and up to and exclusive of 563 kilometres	17hrs
563 kilometres and up to and exclusive of 579 kilometres 30mins	17hrs
579 kilometres and up to and exclusive of 595 kilometres	18hrs
595 kilometres and up to and exclusive of 612 kilometres 30mins	18hrs
612 kilometres and up to and exclusive of 628 kilometres	19hrs
628 kilometres and up to and exclusive of 644 kilometres 30mins	19hrs

Any extension of this table shall be of the same construction as the table.

(b) Time credited in excess of time worked is to stand alone and not to be included in the computation of overtime.

(c) In computing the payment due for less than 161 kilometres, all time associated with the Shift, including excess travelling time, is to be taken into consideration.

(d) Train Crew required to work a train for 161 kilometres or more shall, in addition to their minimum payment, be paid for any other duties not associated with that working.

(e) A 'double' means a Shift worked by Train Drivers when working on a passenger train from their home station to another station and return and the total kilometreage exceeds 257 kilometres, provided that a minimum period of 30 minutes is rostered at the turn-round point during which train drivers can have a meal.

(f) Train Drivers working a double shall be relieved upon arrival at the terminal point on the return trip where the spread of a Shift exceeds 10 hours.

(g) Train Drivers, shall not be required to work a Shift more than 4 times in any one week where the distance of the run in the Shift exceeds 370 kilometres.

(h) Train Drivers working in excess of 370 kilometres on a Shift shall be relieved upon arrival at the terminal point of the train worked.

(i) Except in the case of accident or unavoidable necessity, the rostered working of Train drivers shall not exceed 8 hours in traffic if the distance to be worked in the Shift exceeds 370 kilometres.

(j) Where a Guard's Shift is worked on trains, payment is to be allowed in accordance with the scale based on the total kilometres worked during the Shift.

117.7 Regional (Former CountryLink) Drivers will be credited for the distance travelled on any particular Shift on the basis of the following table and payment will cover all duties normally associated with this service.

Distance Travelled (klm)	Time Credited (hrs)	Distance Travelled	Time Credited (hrs)
161 to 290	8.00	595 to 612	14.45
290 to 370	9.00	612 to 629	15.15
370 to 386	9.15	629 to 646	15.30
386 to 402	9.30	646 to 663	16.00
402 to 418	10.00	663 to 680	16.30
418 to 435	10.30	680 to 697	16.45
435 to 451	10.45	697 to 714	17.15
451 to 467	11.15	714 to 731	17.30
467 to 483	11.30	731 to 748	18.00
483 to 499	12.00	748 to 765	18.30
499 to 515	12.30	765 to 782	18.45
515 to 531	12.45	782 to 799	19.15
531 to 547	13.15	799 to 816	19.30
547 to 563	13.30	816 to 833	20.00
563 to 579	14.00	833 to 850	20.30
579 to 595	14.30	850 to 867	20.45

118 REGIONAL (FORMER COUNTRYLINK) DRIVERS

118.1 In the event of out of course working, Regional (Former CountryLink) Drivers rostered for shed work will be required to relieve incoming Regional (Former CountryLink) Drivers where Shift limits may be breached.

118.2 Regional (Former CountryLink) Drivers, shed working will include conveying of empty cars to other maintenance depots.

118.3 When Regional (Former CountryLink) Drivers come from a foreign location and are stabling or securing trains at the end of Shifts at a maintenance depot the drivers will sign off at that maintenance depot. Regional (Former CountryLink) Drivers signing on to work revenue services out of a maintenance depot the Driver will sign on at the maintenance depot the train is departing.

118.4 When Regional (Former CountryLink) Drivers sign on or off at the Sydenham Maintenance Depot, taxis will be provided for travel by the drivers to and from the rest location.

118.5 Acceptance of "OK" for service certificates for services departing out of maintenance depots will require Regional (Former CountryLink) Drivers to check cab safety equipment and cab amenities.

118.6 When arriving at Sydney Terminal Regional (Former CountryLink) Drivers will be required to secure their train at the platform and report to the Sign-On Room and pick up any correspondence or information pertaining to the service that they are to work. (In the event of services departing late from the depot, Sign-On Staff will deliver information to the driver to avoid unnecessary delays to services).

118.7 Regional (Former CountryLink) Drivers will not be relieved on arrival at Sydney when working Shifts that exceed 370 kilometres. Normal Shift limits will apply when working services into Sydney Yard at the completion of Shifts.

118.8 As part of their ordinary working, Regional (Former CountryLink) Drivers will work empty car sets to and from the maintenance depot at the commencement and end of Shifts. The driver will only be required to work the empty cars to the first maintenance depot where the train is stabled.

118.9 Where Shifts are rostered for working in excess of 370 kilometres, a limit of 8 such Shifts in a period of 14 days shall apply. Regional (Former CountryLink) Drivers at their discretion may accept additional Shifts provided that work health and safety standards are not exceeded.

118.10 Except for revenue services arriving into Sydney from foreign locations all other Shifts will comply with sub-clause 117.6 (i) of this Section 4. In the case of revenue services arriving into Sydney the rostered working of a Regional (Former CountryLink) Driver may exceed 8 hours in traffic, even though the distance travelled on a rostered Shift exceeds 370 kilometres.

118.11 Regional (Former CountryLink) Drivers arriving at a country location may be required to perform duties associated with the train for a period of up to 30 minutes which will be paid in addition to kilometreage payments. This provision does not include operations normally associated with preparation and stabling of trains.

119 REGIONAL (FORMER COUNTRYLINK) DRIVERS - OTHER CONDITIONS

119.1 Competency based training and assessment for Regional (Former CountryLink) Drivers will be developed and introduced by agreement with the applicable Union.

119.2 Regional (Former CountryLink) Drivers must wear a name badge whilst operating services outside maintenance centres.

119.3 Regional (Former CountryLink) Drivers in selected depots will be trained, as required, on a voluntary basis in systems of safe working and road training to enable them to relieve in out-lying depots.

119.4 Regional (Former CountryLink) Drivers will operate the external train door locking equipment on all Regional XPT services.

119.5 Regional Standards Officer may pilot Regional (Former CountryLink) Drivers in the event of an operational emergency provided that no suitably qualified driver is available.

120 HIGHER GRADE

120.1 Employees when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.

120.2 When Employees act in higher grades for which wage rates are provided according to years of service, they shall, from the date they accumulate 12 months service on such acting work, but no earlier than 12 months from the date the acting rate was first paid, be paid the wage rate prescribed for the second year and, after having accumulated 2 years acting service under similar conditions, the third year's wage rate where it is provided and so on.

120.3 Train Drivers, when required to act in other wages classifications on any overtime Shift shall be paid overtime penalties in accordance with the overtime provisions of this Section 4 as they pertain to Train Drivers. Additionally, the Shift work provisions applicable to Train Drivers shall continue to apply irrespective of the class of work being performed.

120.4 On Board Services Employees, Guards and Operational Wages Employees, who are engaged for 2 hours or more in a higher graded capacity within a Shift shall be

paid the full Shift at the appropriate rate of pay. If engaged for less than 2 hours they shall be paid such rate for the time so worked.

120.5 On Board Services Employees, Guards and Operational Wages Employees ordered to act in, or to relieve or to act for another person in a lower grade shall not have their pay reduced whilst so employed, except in cases of punishment or where, by reason of circumstances beyond the control of the Employer, work in their own or a higher grade is not available.

121 TRAIN DRIVERS EXCLUDING REGIONAL (FORMER COUNTRYLINK)

121.1 Standard Notification of Absence and Resumption of Duty from Leave for Drivers

Drivers who are absent from duty due to sickness, sickness in family or other out of course absences must advise the rostering officers of their ability to return to duty for their next Shift as indicated:

(a) all AM sign-ons must be notified before 2pm on the previous day;

(b) all PM sign-ons must be notified prior to 8am on the day of resumption;

(c) advice such as "sick one day" will no longer be accepted. All absentees must report to rostering staff of their availability to return to duty; and

(d) drivers who "relinquish duty balance of Shift' will be required to report fit for duty as above.

121.2 Relief Rosters

Relief rosters will be prepared to reflect the depot roster structure for weekend work, Shift work and duty free days.

121.3 Drivers Scheduling, Rostering and Assignment Principles

When major change occurs to scheduled working the applicable Union will be consulted through a consultative forum. Depot representatives nominated by the Union will be in attendance.

120.4 Train Status Report

InterCity Drivers agree to participate and reach Agreement on the provisioning of documentation that identifies the status of trains on stabling.

122 CONSULTATIVE FORUMS

The Employer will meet the cost of releasing agreed delegates to attend the above mentioned forum on an as need basis and also any other major conference as agreed between the parties. It is proposed that there will be a minimum of 3 forums per annum.

123 TRAIN GUARDS – OTHER CONDITIONS

123.1 Standard Notification of Absence and Resumption of Duty From Leave for Train Guards

Train guards who are absent from duty due to sickness, sickness in family or other out of course absences must advise the rostering officers of their ability to return to duty for their next Shift as indicated:

(a) all AM sign-ons must be notified before 2pm on the previous day;

(b) all PM sign-ons must be notified prior to 8 am on the day of resumption;

(c) advice such as "sick one day" will no longer be accepted. All absentees must report to Rostering staff of their availability to return to duty;

(d) Train guards should in all cases report fit for duty to the guards rostering officer. If the guards rostering officer's telephone is busy an alternative number is provided 1800 240 044 between the hours of 0600 and 1400; and

(e) Guards who relinquish duty "balance of Shift" will be required to report fit for duty as above.

123.2 **Standby Hours for InterCity Train Guards**

(a) InterCity standby guards will be available up to 10 hours work if required to cover any InterCity roster which is open due to sickness or staff shortages or InterCity services when severe service disruption occurs within InterCity corridors.

(b) InterCity standbys cannot be used for suburban services or empty trains after 7 hours thirty six minutes on duty except by mutual Agreement.

123.3 **Standard Guard's Arrangements for Lift up/Lay Back**

Train guards will be required to lay back a maximum of 4 hours on New Years Eve to meet operational requirements.

123.4 **Train Guards' Depot Relief Ratios**

To maintain operational flexibility, train guards depot relief ratios will be:

	20 Day Month	19 Day Month
Guards	1-5.3	1-4.2

123.5 **Train Guards Advising as to Availability for Overtime Shifts**

Train guards will advise of their non-availability to work their Rostered Day Off by telephone or writing prior to 9.00am on Tuesday before the roster is posted. No prior advice means they must be prepared to work any overtime Shift allotted by Rostering staff on the posted roster. After the roster is posted any additional overtime which was not shown on the posted roster can be accepted by mutual agreement.

123.6 **Consultative Forums**

(a) When major change occurs to scheduled working the applicable Union will be consulted through a consultative forum. Depot representatives nominated by the Union will be in attendance.

(b) The Employer will meet the cost of releasing agreed delegates to attend the consultative forum on an as need basis and also any other major conference as agreed between the parties. It is proposed that there will be a minimum of 3 forums per annum.

123.7 **Public Holiday Conversion Allotment**

(a) Public holiday conversion is to be progressively phased out following mutual agreement between the parties on agreed time frames for the notification to guards of a requirement for them to work on public holidays.

(b) Allotment of work should be on a rotational basis to ensure equal exposure to holiday working.

124 RATES OF PAY, ALLOWANCES AND EXPENSES

124.1 The rates of pay are set out in Schedule 4A.

124.2 Allowances and expenses are contained in Schedule 4B.

124.3 **Trainee Drivers**

(a) Trainee Drivers with no previous train driving experience shall be paid the Trainee rate of pay until qualified as a Driver. Upon qualification as a Driver, the Employee shall complete the remainder of their first year on the completion rate of pay.

(b) The Employer will apply recognition of prior learning experience in determining the post-Trainee rates of pay for any Driver who has been previously employed as a Driver with NSW Trains or another rail organisation.

(c) It is agreed that training and assessment procedures must be delivered by NSW Trains within a twelve month period from the date a Driver commences at each level of the competency based structure. Notwithstanding any failure on the part of NSW Trains to deliver and implement the necessary training and assessment at each level, a Driver will move to the next level in the structure upon the completion of twelve months service in each step of the incremental structure.

(d) It is further acknowledged that the application of the Agreement between Australian Rail Tram and Bus Unions (Locomotive Division) and State Rail Authority (Train Crewing) Transfer and Roster Placement Policy (2003) will continue to operate as currently applies for transfer within and across the entities.

The parties agree that in the event of a dispute or special circumstances that may arise, the parties will consult and agree on an outcome suitable for the specific circumstance.

124.4 **Trainee Guards**

(a) Trainee Guards shall be paid the Trainee rate of pay until qualified as a Guard. Upon qualification as a guard the Employee shall complete the remainder of their first year on the completion rate of pay.

(b) The Employer will apply recognition of prior learning experience in determining the post-Trainee rates of pay for any guard who has been previously employed as a guard with NSW Trains or other rail organisation(s).

(c) It is further acknowledged that the application of the Guards Rostering and Working Arrangements (2008) will continue to operate as currently applies for transfer within and across the entities.

The parties agree that in the event of a dispute or special circumstances that may arise, the parties will consult and agree on an outcome suitable for the specific circumstance.

125 ASSESSMENT PROCESS - TRAIN DRIVERS AND GUARDS

125.1 Where a Train Driver is assessed as not being able to demonstrate the required level of competence NSW Trains will determine whether the Driver will need to be removed from safeworking duties whilst undertaking remedial training.

125.2 Where a Train Driver is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, NSW Trains will redeploy the Driver onto other duties.

125.3 Subject to 125.1 and 125.2, a Driver will move to the next level in the structure upon the completion of 12 months service in each step of the incremental structure.

125.4 Where a guard is assessed as not being able to demonstrate the required level of competence, NSW Trains determine whether the guard will need to be removed from safeworking duties whilst undertaking remedial training.

125.5 Where a guard is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, NSW Trains will redeploy the guard onto other duties.

126 CUSTOMER ATTENDANT LEVEL 2 - REGIONAL (FORMER COUNTRYLINK) STATIONS

Where a location has a requirement for a Customer Attendant Level 2, progression to Level 2 Customer Attendant Qualified is dependent on satisfactory demonstration of competence in the use of the Regional reservation systems and completion of on-the-job training. Where there is no requirement for a Customer Attendant Level 2 at a location then the higher rate will not be payable to staff.

127 PART-TIME WORK IMPLEMENTATION COMMITTEE - TRAIN CREWING

A joint management/Union, committee will monitor the implementation of part-time work. This implementation committee comprises:

(a) A nominated NSW Trains Director;

(b) HR Business Partner or nominee;

(c) Secretary or nominee, Locomotive Division, RTBU (Drivers);

(d) Secretary or nominee, RTBU (Guards);

(e) Intercity Drivers representative (depending on area under discussion); and

(f) Guards representative.

The committee's role is to monitor the introduction of part-time work and resolve any disputes relating to its introduction and on-going application within the train crewing area. The Union delegate(s) on the committee will be paid in accordance with existing policy.

128 TRAIN CREW ROSTERS

The following clause applies to Train Crew only:

(a) The final Master Roster is to be posted no less than 28 days prior to its implementation unless otherwise agreed.

(b) There will be a maximum of four Master Roster changes in a calendar year unless otherwise agreed.

(c) A Master Roster shall consist of a minimum of six fortnights unless otherwise agreed.

(d) Notwithstanding subclause (c) above, the Employer may implement one Master Roster per calendar year consisting of a minimum of three fortnights. Master Rosters implemented in accordance with this sub-clause will not fall in direct succession.

(e) Clause 128 will expire on the date this Agreement is replaced.

SCHEDULE 4A –CLASSIFICATIONS & RATES OF PAY

	Post approval by FWC		12 months after approval		24 months after approval	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
On Board Services Staff						
Passenger Attendant	$979.85	**$1,043.15**	$1,009.25	**$1,074.45**	$1,039.55	**$1,106.70**
Senior Passenger Attendant	$1,074.10	**$1,137.40**	$1,106.30	**$1,171.50**	$1,139.50	**$1,206.65**
Passenger Services Supervisor	$1,197.95	**$1,261.25**	$1,233.90	**$1,299.10**	$1,270.90	**$1,338.05**
Train Crew						
Driver 1 Year Trainee	$1,321.95	**$1,385.25**	$1,361.60	**$1,426.80**	$1,402.45	**$1,469.60**
Driver 1 Year Competent	$1,328.65	**$1,391.95**	$1,368.50	**$1,433.70**	$1,409.55	**$1,476.70**
Driver 2nd Year	$1,393.95	**$1,457.25**	$1,435.75	**$1,500.95**	$1,478.80	**$1,545.95**
Driver Thereafter	$1,427.05	**$1,490.35**	$1,469.85	**$1,535.05**	$1,513.95	**$1,581.10**
Driver Trainer	$1,598.90	**$1,662.20**	$1,646.85	**$1,712.05**	$1,696.25	**$1,763.40**
Principal Driver Intercity	$1,657.20	**$1,720.50**	$1,706.90	**$1,772.10**	$1,758.10	**$1,825.25**
Regional (Former CountryLink) Driver	$1,507.65	**$1,570.95**	$1,552.90	**$1,618.10**	$1,599.50	**$1,666.65**
Principal Regional (Former CountryLink) Driver	$1,737.75	**$1,801.05**	$1,789.90	**$1,855.10**	$1,843.60	**$1,910.75**
Guard 1 Year Trainee	$1,171.80	**$1,235.10**	$1,206.95	**$1,272.15**	$1,243.15	**$1,310.30**
Guard 1 Year Completion	$1,177.75	**$1,241.05**	$1,213.10	**$1,278.30**	$1,249.50	**$1,316.65**
Guard 2nd Year	$1,197.40	**$1,260.70**	$1,233.30	**$1,298.50**	$1,270.30	**$1,337.45**
Guard Thereafter	$1,226.40	**$1,289.70**	$1,263.20	**$1,328.40**	$1,301.10	**$1,368.25**
Trainer Guard	$1,400.40	**$1,463.70**	$1,442.40	**$1,507.60**	$1,485.65	**$1,552.80**
Principal Guard	$1,454.00	**$1,517.30**	$1,497.60	**$1,562.80**	$1,542.55	**$1,609.70**
Station Operations						
Customer Service Attendant Year 1	$1,023.30	**$1,086.60**	$1,054.00	**$1,119.20**	$1,085.60	**$1,152.75**
Customer Service Attendant Year 2	$1,058.15	**$1,121.45**	$1,089.90	**$1,155.10**	$1,122.30	**$1,189.75**
Customer Service Attendant Class 1 in Training	$890.05	**$953.35**	$916.75	**$981.95**	$944.25	**$1,011.40**
Customer Service Attendant Class 1 Competent (Cleaning)	$1,001.85	**$1,065.15**	$1,031.90	**$1,097.10**	$1,062.85	**$1,130.00**
Customer Service Attendant Class 2 Competent Mailroom	$1,068.90	**$1,132.20**	$1,100.95	**$1,166.15**	$1,134.00	**$1,201.15**
Customer Service Team Leader Competent Mailroom	$1,164.35	**$1,227.65**	$1,199.30	**$1,264.50**	$1,235.30	**$1,302.45**

	Post approval by FWC		12 months after approval		24 months after approval	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Customer Service Attendant Class 1 Competent	$991.85	**$1,055.15**	$1,021.60	**$1,086.80**	$1,052.25	**$1,119.40**
Customer Service Attendant Class 2 Competent	$1,058.15	**$1,121.45**	$1,089.90	**$1,155.10**	$1,122.60	**$1,189.75**
Customer Service Attendant Class 2 in Training	$1,023.30	**$1,086.60**	$1,054.00	**$1,119.20**	$1,085.60	**$1,152.75**
Customer Service Attendant Class 2 Safeworking	$1,096.45	**$1,159.75**	$1,129.35	**$1,194.55**	$1,163.25	**$1,230.40**
Customer Service Team Leader Competent	$1,152.65	**$1,215.95**	$1,187.25	**$1,252.45**	$1,222.85	**$1,290.00**
Customer Service Team Leader Safeworking	$1,186.35	**$1,249.65**	$1,221.95	**$1,287.15**	$1,258.60	**$1,325.75**

	Post approval by FWC		12 months after approval		24 months after approval	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Sydney Central Customer Service Attendant Level 1	$960.65	**$1,023.95**	$989.45	**$1,054.65**	$1,019.15	**$1,086.30**
Sydney Central Customer Service Attendant Level 2	$1,044.30	**$1,107.60**	$1,075.65	**$1,140.85**	$1,107.90	**$1,175.05**
Sydney Central Customer Service Attendant Level 3	$1,091.10	**$1,154.40**	$1,123.85	**$1,189.05**	$1,157.55	**$1,224.70**
Sydney Central Customer Service Attendant	$1,058.15	**$1,121.45**	$1,089.90	**$1,155.10**	$1,122.60	**$1,189.75**
Sydney Central Team Leader	$1,152.65	**$1,215.95**	$1,187.25	**$1,252.45**	$1,222.85	**$1,290.00**
Customer Attendant Level 1	$960.65	**$1,023.95**	$989.45	**$1,054.65**	$1,019.15	**$1,086.30**
Customer Attendant Level 2 Qualified	$991.70	**$1,055.00**	$1,021.45	**$1,086.65**	$1,052.10	**$1,119.25**
Senior Customer Service Attendant Level 3	$1,091.10	**$1,154.40**	$1,123.85	**$1,189.05**	$1,157.55	**$1,224.70**
Station Assistant Class 1	$848.05	**$911.35**	$873.50	**$938.70**	$899.70	**$966.85**

SCHEDULE 4B – ALLOWANCES

Industry Allowance	Post approval by FWC	12 months after approval	24 months after approval
Item 1 Industry Allowance	$63.30	$65.20	$67.15
Shift Work			
Operational Employees other than Intercity drivers and guards:			
Item 2 Afternoon Shift	$3.79	$3.90	$4.02
Item 3 Night Shift	$4.47	$4.60	$4.74
Item 4 Early Morning Shift	$3.79	$3.90	$4.02
Item 5 Additional loading (Sign on / off at or between 0101 and 0359 Mon. to Fri)	$4.47	$4.60	$4.74
Intercity drivers and guards:			
Item 6 Afternoon Shift	$3.91	$4.03	$4.15
Item 7 Night Shift	$4.61	$4.75	$4.89
Item 8 Early Morning Shift	$3.91	$4.03	$4.15
Item 9 Additional loading (Sign on / off)	$4.61	$4.75	$4.89
Travelling and Incidental Expenses			
Item 10 Rate per Day	$197.60	$203.55	$209.65
Item 11 Per service	$49.45	$50.95	$52.50
Item 12 per Meal / Overtime meal	$11.80	$12.15	$12.50
Item 13 after 4 weeks' per day	$173.65	$178.85	$184.20
Item 14 per service	$43.40	$44.70	$46.05
Item 15 On Board / Barracks	$29.70	$30.60	$31.50
Item 16 Over 10 hrs up to 16 hrs not booked off	$19.80	$20.40	$21.00
Item 17 Over 16 hrs not booked off	$29.71	$30.60	$31.51
Item 18 Box Allowance	$3.35	$3.45	$3.55
Item 19 Holiday Relief / Temp Trans.	$889.35	$916.05	$943.55
Item 20 per Meal / Overtime meal	$19.85	$20.45	$21.05
Item 21 Absent over 10 hours	$11.80	$12.15	$12.50
Other Allowances			
Item 22 Barracks - Foreign	$0.41	$0.42	$0.43
Item 23 Barracks - Eveleigh	$1.08	$1.11	$1.14
Item 24 Security (Train Guards)	$5.45	$5.60	$5.75
Item 25 InterCity Cab Allowance	$7.00	$7.20	$7.40
Item 26 Dirty Work	$1.09	$1.12	$1.15
Item 27 Transit Officer Meal	$19.30	$20.40	$21.00
Item 28 First Aid Allowance (per Shift)	$3.28	$3.38	$3.48
Item 29 OH First Aid Certificate (per Shift)	$4.74	$4.88	$5.03
Item 30 Station Disability Allowance (a) (per hr)	$0.40	$0.41	$0.42
Item 31 Station Disability Allowance (b) (per hr)	$0.79	$0.81	$0.83
Item 32 Broken Hill Allowance	$11.55	$11.89	$12.24
Item 33 Climatic Zone	$16.75	$17.25	$17.76
Item 34 Workplace Training & Assessment (per hr)	$4.57	$4.71	$4.85
Item 35 CSA Coaching (per hr)	1.72	1.77	1.82

SIGNATORIES

The parties to this Agreement are committed to the provisions outlined in this Agreement.

In witness whereof the parties hereto have duly executed this Agreement.

Signed for and on behalf of NSW TRAINS:

3rd April 2018

Howard Collins
Acting Chief Executive
NSW Trains
470 Pitt St Sydney NSW 2000

Signed for and on behalf of ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA

4th April 2018

Paul Davies
Director NSW Branch
Level 1, 491 Kent St Sydney NSW 2000

Signed for and on behalf of AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION

(JUDITH WRIGHT, DEPUTY BRANCH SECRETARY)

for Natalie Lang
Branch Secretary NSW and ACT Services Branch
39-47 Renwick St Redfern NSW 2016

4 April 2017

Signed for and on behalf of AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION

Alex Claassens
NSW Branch Secretary
Level 4, 321 Pitt Street, Sydney NSW 2000

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/1309

Applicant:
NSW Trains

Undertaking- section 190

I, **John McAuliffe**, Director Workplace Relations, Policy & Transition Services of Sydney Trains and NSW Trains give the following undertakings with respect to the NSW Trains Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by NSW Trains to provide this undertaking in relation to this application before the Fair Work Commission.

2. In respect of Employees covered by the Agreement, NSW Trains undertakes that notwithstanding clause 15.9(b) of the Agreement, the minimum amount payable to an employee on a supported wage will not be less than the amount specified in Schedule C of the Rail Industry Award 2010 from time to time.

Employer name: NSW Trains

Authority to sign: John McAuliffe

Signature: John McAuliffe

Date: 23/4/18