



RAILCORP ENTERPRISE AGREEMENT

2010

SECTION 1 - CORE CONDITIONS

1. ARRANGEMENT

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Part A: INTRODUCTION AND OBJECTIVES

2. INTRODUCTION

- 2.1. This Agreement comprises six sections. The provisions included in Section 1 have organisational wide application. The provisions included in Sections 2 to 6 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 6 which are intended to have functional application and have therefore been included in other Sections of this Agreement. Where provisions in Sections 2-6 are inconsistent with provisions in Section 1, the provisions in Sections 2-6 will prevail for the Employees covered by those Sections.
- 2.2. On 1 January 2004, Rail Corporation New South Wales (**RailCorp**) was established as a statutory owned corporation. RailCorp merged certain functions of the State Rail Authority of New South Wales (**SRA**) and the metropolitan functions of the Rail Infrastructure Corporation (**RIC**).
- 2.3. RailCorp provides metropolitan passenger rail services via CityRail services and long distance services via CountryLink services. RailCorp is responsible for the safe operation, crewing and maintenance of passenger trains and stations. It also owns and maintains the metropolitan rail network and provides access to freight operators in the metropolitan area.
- 2.4. The parties to this Agreement recognise the need for significant reform in the area of rail safety in New South Wales.

3. OBJECTIVES OF THE PARTIES TO THIS AGREEMENT

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 safety environment.
- 3.4. To commit to reform, continuous improvement and to promote a culture of continuous improvement, benchmarking and learning.
- 3.5. To ensure that all Employees are treated with trust, dignity and concern for their rights and individual needs.
- 3.6. To provide equality of opportunity with respect to recruitment, training, redeployment and promotion.
- 3.7. 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.
- 3.8. 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

4. 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 RailCorp.

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 8.3 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 9.

Employee means an Employee (including apprentices, interns, graduates, trainees or cadets) of Rail Corporation New South Wales.

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 Rail Corporation New South Wales.

Executive Contract covers the employment arrangements of those executive Employees whose conditions of employment are not regulated under an enterprise agreement or award.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite sex to the Employee who lives with the Employee as the husband or wife on a bona fide domestic basis although not legally married to the Employee;
- (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 and legal guardian), grandparent, grandchild, or sibling of the Employee or spouse or de facto spouse of the Employee;
- (d) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or

- (e) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
- i. "relative" means a person related by blood, marriage or affinity;
 - ii. "affinity" means a relationship that one spouse because of marriage has blood relatives of the other; and
 - iii. "household" means a family group living in the same domestic dwelling.

FWA means Fair Work Australia.

Full-Time Employee is a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 28.

Management Contract covers the employment arrangements of those managerial Employees whose employment arrangements are not regulated by but who are eligible to the provisions of this Agreement, other than those provisions set out in Clause 42.

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).

Non trade Employee is an Employee who is employed on Train Maintenance or Infrastructure in positions that do not require Trade Certificate Qualifications.

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.

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

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

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 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 6 (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).

5. TITLE

This Agreement shall be known as the RailCorp Enterprise Agreement 2010.

6. COVERAGE OF AGREEMENT

6.1. This Agreement shall be binding on:

- (a) Rail Corporation New South Wales (RailCorp).
- (b) All Employees of RailCorp (apart from Executive Contract staff) and the following organisations of Employees, their branches, officers and members employed in RailCorp:
 - i. Association of Professional Engineers, Scientists and Managers, Australia;
 - ii. Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
 - iii. Australian Municipal, Administrative, Clerical and Services Union;
 - iv. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
 - v. The Australian Workers' Union;
 - vi. Australian Rail, Tram and Bus Industry Union; and
 - vii. Construction, Forestry, Mining and Energy Union.

7. NOMINAL TERM OF THIS AGREEMENT

7.1. This Agreement will come into effect 7 days after the Agreement is approved by Fair Work Australia and will remain in force up until 31 March 2014.

7.2. The parties to this Agreement will:

- (a) commence discussions on the next Agreement no later than 6 months prior to the expiry of this Agreement; and

- (b) commence bargaining for the next Agreement no later than 4 months prior to the expiry of this Agreement.

The above timeframes may be varied by agreement between the parties.

8. CONSULTATIVE PROCESS

8.1. 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.

8.2. 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.

8.3. 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; 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.

8.4. 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 9 of this Agreement.

9. DISPUTE SETTLEMENT PROCEDURE (DSP)

- 9.1. 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.
- 9.2. This procedure shall apply to any dispute that arises about the following:
 - (a) matters pertaining to the relationship between the Employer and Employees;
 - (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.
- 9.3. This procedure shall not apply to matters arising under the General Protections provisions of the Fair Work Act 2009 (Cth).
- 9.4. 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 General Manager 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 General Manager Employee Relations being notified of a dispute involving 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 CEO of RailCorp 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 Fair Work Australia for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by Fair Work Australia provided that arbitration is limited to disputes that involve matters listed in Sub-clause 9.2 of this procedure.

- 9.5. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of Fair Work Australia in the terms outlined at Step 4.
- 9.6. If it is decided to refer the matter to Fair Work Australia, 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.
- 9.7. The parties to the dispute may extend the timeframe of Steps 2 – 4 by agreement. Such agreement shall be confirmed in writing.
- 9.8. The timeframes in Steps 1 to 4 above are exclusive of weekends and public holidays.
- 9.9. **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.

10. RELATIONSHIP TO AWARD

- 10.1. This Agreement replaces the Rail Industry Award 2010.
- 10.2. This Agreement replaces the Rail Corporation New South Wales Union Collective Agreement 2008.

11. UNINTENDED CONSEQUENCES

- 11.1. The parties have developed this Agreement in good faith based upon information shared by the parties during the negotiation process.
- 11.2. 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.
- 11.3. 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.

12. WAGE/ SALARY AND ALLOWANCE ADJUSTMENTS

- 12.1. Wage and salary adjustments provided for in this Agreement are as follows:
 - (a) 4% from first pay period commencing on or after 1 April 2010;
 - (b) 3.5% from first pay period commencing on or after 1 April 2011;
 - (c) 3.5% from first pay period commencing on or after 1 April 2012; and
 - (d) 3.5% from first pay period commencing on or after 1 April 2013.

- 12.2. The applicable allowances as listed in Schedules 2B, 3B, 4B, 5B and 6B including industry, expenses, wage and work related allowances will be adjusted in accordance with the percentage increases outlined in Sub-clause 12.1.
- 12.3. Increases in expense related allowances will be in accordance with Sub-clause 12.1 and will be effective to commence on and from the date of Fair Work Australia's approval of the Agreement.
- 12.4. The parties acknowledge that all allowances listed in the schedules referred to in Sub-clause 12.2 will be varied in accordance with adjustments and timelines outlined in Sub-clause 12.1.
- 12.5. Each employee will be paid fortnightly except Management Contract employees will be paid in accordance with the terms of their Management Contract.

13. FACILITATION OF WORKPLACE CHANGE

13.1. Commitment to Continuous Improvement and Best Practice

- (a) The parties acknowledge that continuous improvement, the acceptance of ongoing change and commitment to safety are fundamental to the success of RailCorp. Associated with RailCorp's continuous improvement program and commitment to best practice, changes in technology, organisational structures and work practices will occur.
- (b) The parties accept that during the life of this agreement RailCorp will implement the following reforms:
- i. signal box automation and new work evaluation model;
 - ii. sale of Martins Creek quarry;
 - iii. improving asset operations group capability through better resource allocation;
 - iv. reform of process for filling of positions (former Clause 23);
 - v. deliver an enterprise wide electronic learning capability;
 - vi. adoption and implementation of a time capture to pay system;
 - vii. implementation of a competence assurance training model;
 - viii. conversion of contractors to either permanent or fixed term employment contracts;
 - ix. introduction of mentor drivers to improve driver training efficiency;
 - x. increase the use of train simulators; and
 - xi. operations division restructure.
- (c) The parties recognise that:

Management will continue to institute efficiency mechanisms as part of RailCorp's continuous improvement program including:

- i. reform of corporate and support functions;
- ii. changes in second or consequent train preparation;
- iii. Consolidation of business support functions in asset operations group; and
- iv. Restructure of service delivery group support roles.

13.2. Implementation of New On Train Related Technologies and Practices

The parties acknowledge that associated with RailCorp's reform program and commitment to improving safety for our customers and Employees, improvements in various on train related technologies will be required. The parties therefore agree to support the use and implementation of new on train related technologies and practices listed below:

- CCTV Capability on Trains
 - Internal Emergency Door Release (IEDR)
 - Digital Train Radio System (DTRS)
 - Automatic Train Protection (ATP)
 - Introduction of Waratah trains
 - Guardian Services
- (a) Appropriate consultative processes will apply during the implementation of reforms.
- (b) As part of this process this will include the Employer meeting with affected Employees and their Union Representative and discussing the effects of the changes on Employees concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (c) Where changes in organisational structures occur that may result in Employees becoming excess, those Employees will be managed in accordance with RailCorp's Redeployment and Separation Policy and Procedure applying at the date of certification of this Agreement.
- (d) Any dispute arising from the implementation of any changes listed in this clause, including changes in technology, organisational structures and work practices, shall be dealt with as follows:
- STEP 1:** discussions to take place between the parties within 3 working days of either party indicating the reform process is in dispute;
- STEP 2:** if the matter is unresolved within a further 14 days either party may refer the matter to Fair Work Australia; and
- STEP 3:** if the matter remains unresolved following conciliation in Fair Work Australia the parties agree that consent arbitration will commence immediately.
- (e) During steps 1 to 3 outlined above the status quo which existed immediately prior to the issue which gave rise to the dispute notification, shall be maintained while the dispute procedure is being followed.

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

14.1. 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) shall make no extra claims for any changes in remuneration or conditions of employment except in relation to the terms of this clause;
- (c) agree that where any change proposed in Clause 13 above, impacts upon Employees' existing rates of pay and/or conditions of employment under this Agreement, then it will only be implemented by agreement between the parties affected by the proposed change;
- (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.
- (e) recognise that any increases to pay and/or conditions must be on the basis of productivity offsets.

14.2. Variation to this Agreement

Where any change proposed in 14.1 (a) above impacts upon Employees' existing rates of pay and/or conditions of employment under this Agreement, the processes outlined in this clause will apply.

14.3. Consultation Process

- (a) The following consultation process will apply:
- i. Where changes are proposed, management will make available in writing all relevant information about the proposed reform initiative.
 - ii. The parties will negotiate change matters in good faith.
 - iii. The parties will reach agreement on an appropriate timeframe for negotiation of the matters. In the event that the agreed timeframe for negotiation is going to be exceeded, the parties will either renegotiate the time frame or enact the provision of the Dispute Settlement Procedure in relation to the extension of time.

14.4. Voting Process

Where agreement between the parties is reached affecting Employees rates of pay and/or conditions of employment under this Agreement:

- (a) The parties will commence a process of consultation and information sharing with Employees to ensure that all Employees to be covered by the agreed position understand the terms of the agreed position and have ready access to its terms.
- (b) Following the process of consultation with affected Employees, the proposed agreement will only be implemented with the approval of a majority of affected Employees. Subject to the Fair Work Act 2009 such approval will be formed if:
- i. The Employer has provided all of the affected Employees (ie Employees whose employment will be subject to the variation) a reasonable opportunity to meet and discuss with their union representatives the proposed change and decide whether they want to make the agreement
 - ii. A vote has been conducted and approval granted by a valid majority of affected Employees.

15. REDEPLOYMENT ACROSS AGENCIES

Employees who are undergoing redeployment/retraining will be eligible for temporary placement and/or permanent redeployment within RailCorp, and other New South Wales public sector agencies or departments.

16. EMPLOYMENT ARRANGEMENTS

- 16.1. The Employer will use direct permanent employment as the preferred and predominant employment option within the organisation.
- 16.2. 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.

- 16.3. 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.
- 16.4. 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.
- 16.5. No Employee shall have their form of employment, e.g. full-time or part-time, changed without their written agreement.
- 16.6. 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 temporaries engaged on fixed term project work).

17. FORMS OF EMPLOYMENT

- 17.1. 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.
- 17.2. All Employees engaged shall possess the appropriate skills, competencies and certificates for the position into which they are being employed.

17.3. Full-Time Employment

A Full-Time Employee is one who is employed to work consistent with the provisions of Clause 28 (Hours of Work).

17.4. 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.
- (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.

17.5. 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 21 (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.

17.6. 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 23 of the 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 17.5 of the 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.

17.7. 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 this 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 this 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

17.8. 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 this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

- (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 this award relating to the rehabilitation of Employees who are injured in the course of their employment.

17.9. 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.

17.10. 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 Act.

17.11. 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 Fair Work Australia.
- (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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

17.12. 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.

17.13. 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 this award on a pro rata basis.

17.14. 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.

17.15. 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 \$71 per week.
- (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 17.10.

18. APPRENTICESHIPS, CADETSHIPS, INTERNSHIPS, GRADUATE AND OTHER TRAINEESHIPS

- 18.1. The Employer is committed to the apprenticeship programs. The numbers of apprentices are based on business needs and natural attrition rates of qualified trade Employees. During the life of the Agreement, the Employer is prepared to review the yearly intake of apprentices with a view to increasing the yearly apprentice intake.
- 18.2. Apprentices will be assessed using the Australian National Training Authority (or equivalent) guidelines.
- 18.3. Where the Employer seeks to add a classification to the classifications in which apprentices are employed, RailCorp will consult with the relevant parties, which may include the relevant union, on the proposal.

18.4. Apprentices

YEAR	PERCENTAGE
First year	50%
Second year	60%
Third year	75%
Fourth year	88%

18.5. Adult Apprentices

YEAR	PERCENTAGE
First year	78%
Second year	80%
Third year	83%

Fourth year 88%

- 18.6. The minimum weekly wage for an apprentice and adult apprentice will be derived by applying the relevant yearly percentage (%) shown above to the Engineering Operator 5 or equivalent, exclusive of any relevant allowances payable, e.g. Industry allowance and tool allowance.
- 18.7. Where a person was employed by RailCorp immediately prior to becoming an adult apprentice, such person will not suffer a reduction in the rate of pay by virtue of a training contract.
- 18.8. For the purpose only of fixing a rate of pay the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the classification specified in the classification structures contained in this Agreement and in which the adult apprentice was engaged immediately prior to entering into the training contract.
- 18.9. Except as herein provided, the conditions of employment that apply to RailCorp apprentices, are those provided by this Section 1 and Section 3 of this Agreement.
- 18.10. Additionally, RailCorp apprentices shall in order to gain adequate exposure to all aspects of the trade, rotate to various work locations as advised by RailCorp during the term of the apprenticeship.
- 18.11. Notwithstanding the foregoing, an apprentice assigned to work at a location covered by Section 5 of this agreement, shall for the period of such assignment be covered by all of the conditions of employment prescribed by Section 5 of this Agreement other than those that apply to IW4.2 and above.
- 18.12. An apprentice assigned to work at a location covered by Section 6 of this Agreement, shall if required to work shift work be paid the relevant shift penalty provided by Section 6 of this Agreement for each afternoon or night shift worked.
- 18.13. Annual leave shall accrue in accordance with the provisions of Section 1 and/or Section 5 as the case may be, subject to a maximum of five weeks accrual in any one year.
- 18.14. Trainees, Cadets, Interns and Graduates:
- (a) The Employer may employ trainees, cadets, interns and graduates in line with State and Commonwealth Guidelines, and in accordance with classification structures in this Agreement.
 - (b) The conditions of employment of trainees, cadets, interns and graduates are those that apply to Employees in the classification and calling for which the Employee is being trained.

19. INDUCTION AND ORIENTATION

- 19.1. 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.
- 19.2. As part of the induction program outlined in Sub-clause 19.1 above, a scheduled enterprise Agreement information session will be held.
- 19.3. RailCorp will notify Unions who are parties to this Agreement about the dates of proposed inductions.
- 19.4. 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.

20. PROBATIONARY PERIOD OF EMPLOYMENT

- 20.1. 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
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

21. TERMINATION OF EMPLOYMENT

- 21.1. 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.
- 21.2. 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.

- 21.3. 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.
- 21.4. 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.
- 21.5. Where RailCorp 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 RailCorp.

- 21.6. Temporary Employees are to provide one (1) week notice of termination.
- 21.7. 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.

22. ABANDONMENT OF EMPLOYMENT

- 22.1. 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.
- 22.2. 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.

23. FILLING OF AUTHORISED POSITIONS

- 23.1. When a position becomes vacant the Employer shall, within 4 weeks, determine if the position is to continue as an authorised position.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.
- 23.5. 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.
- 23.6. 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.
- 23.7. This clause does not apply to vacant positions filled through the use of eligibility lists, voluntary Employee transfers in areas of RailCorp where voluntary Employee transfers have been agreed by the parties, and in relation to train crew, transfers between depots and obtaining lines on rosters.
- 23.8. 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.

24. PROMOTION APPEALS

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

25. STAFF REVIEW PROCESSES (SERVICE DELIVERY GROUP - OTHER THAN TRAIN CREW)

- 25.1. 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 General Manager, Director Human Resources, and Group General Manager. The parties may alter the time frames by agreement.
- 25.2. 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.
- 25.3. 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.
- 25.4. The staff review documentation is to be prepared by business group representatives in consultation with other review committee members.
- 25.5. A Human Resource representative will be present at all staff reviews.
- 25.6. In the event of a disputed staff review, the documentation is not to be signed off and is to be submitted to the Group General Manager for a decision, subject to endorsement by the relevant General Manager and Director Human Resources.
- 25.7. The decision made by the Staff Review Committee, or in the event of a disputed staff review by the Group General Manager, is to be implemented within 21 days.
- 25.8. All agreed and authorised positions will be filled in accordance with Clause 23 (Filling of Authorised Positions).
- 25.9. Where a dispute arises regarding the operation of this clause the dispute may be dealt with under the DSP at Clause 9 of this Agreement (commencing at Step 2), provided that any disputes dealt with under the DSP, including referral to Fair Work Australia under Step 4, will be limited to disputes regarding compliance with the provisions of this clause.

26. SALARY MAINTENANCE

- 26.1. Where Employees are redeployed, displaced, or their position is regraded to a lower rate of pay, they are entitled to salary maintenance at their former substantive rate of pay except if the Employee refuses three reasonable offers of redeployment.
- 26.2. Should an Employee refuse three reasonable offers of redeployment then salary maintenance shall operate for no longer than 12 months from the time the Employee was displaced.
- 26.3. For the purposes of salary maintenance a reasonable offer of redeployment shall mean an offer of an alternative position that is within the skills and training of the Employee, taking into consideration the location of the position offered and the overall circumstances of the Employee.
- 26.4. A reasonable offer may be with other public sector agencies or departments. Whilst this process is occurring the Employer may direct the Employee to undertake training or perform duties of a temporary nature outside their substantive position.
- 26.5. Where an Employee refuses a reasonable offer of redeployment the Employer will have the authority to direct them to perform the duties and responsibilities of that position.

- 26.6. Once the Employee has been performing the duties and responsibilities of a position for 12 months, the Employer will have the authority to appoint the Employee to that position, with or without the Employee's agreement.
- 26.7. Once appointed, the Employer has no obligation to provide further redeployment offers.
- 26.8. Prior to an appointment in accordance with Sub-clause 26.5:
- (a) The Employer shall be required to provide 2 further reasonable offers of redeployment, if available, during that 12 month period; and
 - (b) The Employee may request a suitability assessment for a vacant position that they consider they are suitable for provided the salary is at or near their substantive grade.

27. 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.

28. HOURS OF WORK

- 28.1. This clause is subject to the Hours of Work clauses in Sections 2, 3, 4, 5 and 6 of this Agreement.
- 28.2. The ordinary hours of work shall be 76 hours per fortnight (excluding meal breaks) divided into not more than 10 Shifts.
- 28.3. Notwithstanding Sub-clause 28.2, 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.

The exceptions outlined in this sub-clause will not apply to Employees who are, and continue to be, employed in positions covered under the Train Controllers and Area Controllers Classification Structures.

- 28.4. 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.
- 28.5. 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.
- 28.6. 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.

29. COMPETENCY BASED CLASSIFICATION STRUCTURES

- 29.1. 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.
- 29.2. 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.

- 29.3. 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.
- 29.4. No artificial barriers within and across career streams shall exist.

Trade and non-trade classifications

- 29.5. New classification structures shall be developed for trade and non-trade Employees on the basis of the following principles, however, nothing in these principles precludes the parties from agreeing to modify existing classification arrangements in Section 5.
- 29.6. 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.
- 29.7. Classification structures may provide for annualised incremental progression patterns within grades.
- 29.8. The Employer 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.
- 29.9. 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

29.10. The approach defined in the 'trade and non-trade classifications' section 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) In the application of Sub-clause 29.6(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.

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

30. ROSTERING PRINCIPLES (SHIFT WORKERS)

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

30.2. Introduction

- (a) All rosters will be developed in accordance with the Employer's core rostering principles set out in Sub-clause 30.3 and be subject to local level consultation (in accordance with Sub-clause 8.3) 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.

30.3. Core Rostering Principles

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

- i. the health and safety of Employees;
- ii. fatigue management obligations;
- iii. operational and business requirements;
- iv. duty of care obligations;

- v. a fair and equitable distribution of the rostered work between Employees of like classification;
- vi. local level consultation;
- vii. patterns of working which assist quality of life considerations; and
- viii. reasonable periods of notice of change to rostered working.

30.4. **Notice of Change of Rosters**

(a) **Master Roster**

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

(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.

30.5. **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 30.3. 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 8 (Consultative Process).
- (d) In the event of any dispute concerning the review, development or implementation of rosters, the provisions of the DSP shall apply.

30.6. **Exchange of Shifts**

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

31. **LEAVE PROVISIONS**

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

31.1. **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.

31.2. 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) Subject to Sub-clause 31.2 (c), Employees shall receive leave loading calculated on their salary, up to a maximum salary set out at item 1 of Schedule 1B.
- (c) Employees to whom Section 5 and 6 applies shall receive leave loading calculated on their salary, up to a maximum salary set out at item 2 of Schedule 1B.

31.3. Accrual of Annual Leave

- (a) Except as provided for in Sub-clause 31.3 (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 31.3 (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 31.3 (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.

31.4. 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 3 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.

31.5. 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.

31.6. 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.
- (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.
- (e) An Employee will be entitled to the position which they held immediately before proceeding on parental leave [(excluding part-time work outlined at 31.6 (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.

31.7. Carers Leave

The Definition of an immediate family is:

- i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or
- ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

The Definition of de facto partner:

- i. 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
- ii. 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 31.4 for paid carer's leave.
- (b) An Employee's entitlement to use paid sick leave provided under Sub-clause 31.4 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 31.7(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 31.7(e) as paid carer's leave is subject to:
- i. compliance with RailCorp 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 31.7(d) and 31.7(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.

31.8. 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.

31.9. 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.

31.10. 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.

32. PUBLIC HOLIDAYS

- 32.1. 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.

32.2. In addition to the public holidays prescribed above, Employees other than casual Employees, are entitled to on additional day in lieu of bank holiday without loss of pay.

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

32.4. 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.

32.5. 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 32.5(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).

32.6. 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.

32.7. 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.

32.8. Shift workers 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.

32.9. 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.
- 32.10. 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.
- 32.11. Public holidays occurring during the clearance of annual leave shall be treated as additional to the quantum of annual leave being cleared.

33. PICNIC DAY

- 33.1. 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.
- 33.2. 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 RailCorp 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.
- 33.3. 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.
- 33.4. 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.
- 33.5. 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.

34. EMPLOYEE TRAVEL PASS

- 34.1. Employees are entitled to travel passes pursuant to the terms and conditions expressed in the RailCorp 'Your Employee Travel Passes' Booklet (2005) 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.

35. UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

- 35.1. 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.

- 35.2. Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.
- 35.3. 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.
- 35.4. The Employer will replace uniforms, protective clothing and equipment on a “fair wear and tear” basis.
- 35.5. 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 8 (Consultative Process).

36. DISCIPLINARY MATTERS

- 36.1. Disciplinary measures that may be taken after an investigation include:
 - (a) caution or reprimand;
 - (b) a fine;
 - (c) reduction in position, rank or grade and pay;
 - (d) suspension from duty without pay; and
 - (e) dismissal.
- 36.2. Uncomplicated disciplinary investigations should generally be completed within 10 to 12 weeks from when an Employee is notified that an investigation is commencing.
- 36.3. Irrespective of the complexity of the matter, after 12 weeks from commencement of the notification, the Director Human Resources or nominee, is to advise the Employee in writing if the process is to extend beyond 12 weeks, the anticipated time for the current stage to conclude and outline the reasons for any delays to date or anticipated delays. Reasons for a delay may include:
 - (a) complexity of the matter;
 - (b) exceptional circumstances;
 - (c) request for delay by an external investigating authority;
 - (d) availability of the Employee; or
 - (e) similar advice is to be sent each subsequent 6 weeks after the first advice.
- 36.4. Where an investigation arises out of a complaint by another Employee, that Employee will also be advised of progress of the matter.
- 36.5. Pending the outcome of an investigation, Employees may be suspended on base pay, master roster pay in special circumstances, suspended without pay, placed in alternative duties or re-assessed and returned to normal duties.

Where an Employee’s period of suspension exceeds 17 weeks they will resume their duty at that point, unless exceptional circumstances apply. Exceptional circumstances would include: complex investigations, matters underway in other jurisdictions and where delays result from the Employee’s own actions.

- 36.6. Where an allegation is withdrawn or the outcome of an investigation results in no case to answer, the Employer will ensure that the Employee has suffered no loss of pay or entitlements when compared to their master roster pay or other pay arrangements that may have applied during the period of the suspension.
- 36.7. If the disciplinary process results in the Employee being suspended without pay, the suspended Employee may elect to have payments made against accumulated leave entitlements. Such leave will be re-credited where the Employee has been found to have no case to answer.
- 36.8. RailCorp Employees will have access to the specific discipline appeals process which is legislated in NSW.

37. DRUGS AND ALCOHOL TESTING

- 37.1. The parties recognise the legislative obligations on the Employer to ensure the workplace is free from drugs and alcohol.
- 37.2. 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).
- 37.3. 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.
- 37.4. 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.

38. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

- 38.1. The occupational 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 occupational 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.
- 38.2. The Employer must ensure the health, safety and welfare at work of all its Employees.
- 38.3. 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.
- 38.4. 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.
- 38.5. 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.
- 38.6. Employees must bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

- 38.7. Subject to relevant legislation and associated regulations, the Employer will continue to consult Employees on matters concerning occupational health and safety in accordance with WorkCover NSW endorsed Codes of Practice on Consultation.
- 38.8. 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.

39. HEALTH STANDARDS

- 39.1. 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

- 39.2. 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.
- 39.3. 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.
- 39.4. 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.
- 39.5. All payments will be subject to the Employee's compliance with an approved return to work arrangement.
- 39.6. 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.
- 39.7. 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

- 39.8. 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.

40. UNION RIGHTS

40.1. 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 40.1(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.

40.2. **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.

40.3. **Union meetings**

- (a) Subject to operational requirements and the prior approval of the General Manager Employee Relations 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.

40.4. **Union Delegate training leave**

- (a) Union Delegates shall be entitled to up to 6 days of training, subject to the approval of the General Manager Employee Relations, 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 affect 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.

41. CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

41.1. In respect of Clerical, Administrative, Technical and Professional Employees, Schedule 2C has effect. For the purposes of this Agreement, Employee includes an Employee of RailCorp employed as at 3 March 2008:

- (a) in positions classified and graded ML3, ML4, ML5, ATP9, ATP10 or IT Specialist Grade 6 who have elected to remain covered by the Agreement in accordance with Sub-clauses 8.6, 8.9 or 9.4.4 of the Schedule;
- (b) in positions classified and graded as Professional Officers or Professional Engineers in accordance with Sub-clause 14.6(a) or as Senior Professional Officers or Senior

Professional Engineers who have elected to remain covered by the Agreement in accordance with Sub-clause 14.6(d) of the Schedule; and

(c) referred to in Sub-clause 8.11 of the Schedule.

42. MANAGEMENT CONTRACTS - TRANSITIONAL ARRANGEMENTS

42.1. An Employee, on an existing Management Contract struck prior to this Agreement is no longer subject to:

- (a) Clauses 12 (Wage/Salary and Allowance Adjustments), 14 (No extra claims), 21 (Termination of Employment), 26 (Salary Maintenance), 28 (Hours of Work - regarding ADOs), 33 (Picnic Day), 40.4 (Union Delegate Training Leave), 47 (Voluntary Redundancy/Management of Excess Employees);
- (b) Clause 69 (Travelling and incidental expenses) of Section 2 of this Agreement;
- (c) Clause 150 (Acting in a Higher Grade) of Section 5 of this Agreement;
- (d) Sub-clauses 181.7 and 181.8 (RDO), and Clause 189 (Travelling and incidental expenses) of Section 6 of this Agreement.

43. ACCRUED DAY OFF

43.1. 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.

43.2. 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 stable rostering code), 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.

43.3. 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.

44. EMPLOYEE ASSISTANCE FOLLOWING A CRITICAL INCIDENT

- 44.1. The Employer is committed to supporting its Employees who have been exposed to a critical incident in the workplace. Following the exposure of a RailCorp 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.
- 44.2. Where an Employee has experienced a Critical Incident (as defined) the Employer shall ensure that:
- (a) Critical Incident counselling will be provided as per RailCorp procedure.
 - (b) Any agreed leave arising from a critical incident will be provided in accordance with RailCorp procedures.

45. HOME DEPOT/ STATION

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

46. WEEKEND PENALTIES

46.1. Saturday Time

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

46.2. Sunday Time

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

47. VOLUNTARY REDUNDANCY/MANAGEMENT OF EXCESS EMPLOYEES

During the life of this Agreement, reduction in staffing levels will be achieved through natural attrition, redeployment or voluntary redundancy in accordance with RailCorp's Redeployment and Separation Policy and Procedure applying at the date of certification of this Agreement.

48. FLEXIBILITY PROVISIONS

- 48.1. RailCorp and an Employee covered by this Enterprise 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.
- 48.2. This agreement may be reached only if:
- (a) The arrangement meets the genuine needs of RailCorp and the Employee in relation to when work is performed;
 - (b) The arrangement is genuinely agreed to by RailCorp and the Employee;
 - (c) RailCorp must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the FW Act 2009;
 - ii. are not unlawful terms under section 194 of the FW Act 2009; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement were made.
- 48.3. RailCorp must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of RailCorp and the Employee; and
- (c) is signed by RailCorp Management and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.

48.4. 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.

48.5. RailCorp must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

48.6. RailCorp 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 RailCorp and the Employee agree in writing at any time.

49. PAYROLL DEDUCTION

49.1. On written authority of an Employee, RailCorp 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 RailCorp's administrative procedures and systems, for example a Union(s)' ability to accept electronic funds transfer.

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

50. CONTRACTORS, SUPPLEMENTARY LABOUR AND OUTSOURCING

50.1. Definitions

- (a) **Contractors** – organisations that provide services to the employer on a fee for service basis.
- (b) **Supplementary Labour** – labour sourced by RailCorp from providers to supplement RailCorp's permanent workforce.
- (c) **Project work** – work undertaken on limited duration projects.
- (d) **Outsourcing** – tendering of work undertaken by RailCorp Employees at the time of tendering to service providers.

50.2. 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.

50.3. **Outsourcing**

- (a) RailCorp will maintain current arrangements in other areas including Stations, Crewing, Operation, and Rollingstock maintenance. Where change to current arrangement is proposed by the employer the provisions of Clause 8 (Consultative Process) of the Agreement will apply.
- (b) Where RailCorp proposes to outsource work undertaken by existing RailCorp 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.

50.4. **Consultation**

- (a) The Employer will continue consultation and the current notification arrangements to the relevant parties to this Agreement.
- (b) The Employer will provide information concerning its use of contractors, supplementary labour and project work. This will generally be provided on a quarterly basis.

50.5. **Safety**

Contractors and supplementary labour will be required to comply with relevant RailCorp safety specifications and undertake site inductions.

50.6. **Disputes**

Where disputes arise about the use of contractors and supplementary labour or outsourcing, these matters will be dealt with in accordance with Clause 9 (Dispute Settlement Procedure).

51. **TRANSFER ALLOWANCES**

Transfer/Resettlement at the Initiative of RailCorp

51.1. **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.

51.2. **Pre Location Visit**

- (a) RailCorp 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 RailCorp. 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.

51.3. **Removal Costs**

RailCorp 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 Group General Manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

51.4. **Storage**

RailCorp 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 GGM approval RailCorp will reimburse the storage costs of certain effects for up to one year.

51.5. **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 RailCorp. 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 RailCorp will meet the costs associated with the driving of the motor vehicle. RailCorp will meet all reasonable accommodation and meal costs incurred en-route to the new location.

51.6. **Temporary Accommodation**

If the Employee is required to move out of their current home before they are due to leave for the new position RailCorp 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 GGM approval and only in exceptional and unavoidable circumstances. RailCorp 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 GGM approval and is limited to a period of 14 days.

51.7. **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.

51.8. **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.

Part C: 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

DATED this 15th day of NOVEMBER, 2010.

Signed for and on behalf of the

RAIL CORPORATION

NEW SOUTH WALES

Level 20, 477 Pitt Street

Sydney NSW 2000



Rob Mason

Chief Executive

Rail Corporation New South Wales

Signed for and on behalf of the

ASSOCIATION OF PROFESSIONAL

ENGINEERS, SCIENTISTS &

MANAGERS, AUSTRALIA

Level 1, 491 Kent Street

Sydney NSW 2000



The authority of the Director to sign a workplace agreement arises from the registered rules of the Association of Professional Engineers, Scientists and Managers, Australia.

Signed for and on behalf of the
 AUSTRALIAN MUNICIPAL,
 ADMINISTRATIVE, CLERICAL &
 SERVICES UNION
 39-47 Renwick Street
 Redfern NSW 2016



Sally McManus

The authority of the Secretary to sign a workplace agreement arises from the registered rules of the Australian Municipal, Administrative, Clerical & Services Union.

Signed for and on behalf of the
 AUTOMOTIVE, FOOD, METALS,
 ENGINEERING, PRINTING &
 KINDRED INDUSTRIES UNION
 Level 1, 133 Parramatta Road
 Granville NSW 2142



The authority of the Secretary to sign a workplace agreement arises from the registered rules of the Automotive, Food, Metals, Engineering, Printing, & Kindred Industries Union.

Signed for and on behalf of the
 COMMUNICATIONS, ELECTRICAL,
 ELECTRONIC, ENERGY, INFORMATION,
 POSTAL, PLUMBING & ALLIED
 SERVICES UNION OF AUSTRALIA
 Level 5, 370 Pitt Street
 Sydney NSW 2000



Bernie Riordan

The authority of the Secretary to sign a workplace agreement arises from the registered rules of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

Signed for and on behalf of the
 AUSTRALIAN RAIL, TRAM &
 BUS INDUSTRY UNION
 Level 4, 321 Pitt Street
 Sydney NSW 2000



The authority of the Secretary to sign a workplace agreement arises from the registered rules of the Australian Rail, Tram & Bus Industry Union.


Signed for and on behalf of the
 THE AUSTRALIAN WORKERS' UNION
 Level 2, 16-20 Good Street
 Granville NSW 2142



Russ Collison

The authority of the Secretary to sign a workplace agreement arises from the registered rules of the Australian Workers' Union.

Signed for and on behalf of the
 CONSTRUCTION, FORESTRY,
 MINING & ENERGY UNION
 12 Railway Street
 Lidcombe NSW 2141



Peter MacCallum
 Andrew Ferguson

The authority of the Secretary to sign a workplace agreement arises from the registered rules of the Construction, Forestry, Mining and Energy Union.

SCHEDULE 1A

Schedule 1A	Rate of Pay exclusive of Industry Allowance	Industry Allowance	Rate of Pay inclusive of Industry Allowance
Juniors and Trainees	April 2010		April 2010
Apprentice 1st Year	\$425.05	\$32.45	\$457.50
Apprentice 2nd Year	\$510.10	\$36.50	\$546.60
Apprentice 3rd Year	\$637.60	\$42.80	\$680.40
Apprentice 4th Year	\$748.10	\$44.50	\$792.60
Adult Apprentice 1st Year	\$663.10	\$32.45	\$695.55
Adult Apprentice 2nd Year	\$680.15	\$36.50	\$716.65
Adult Apprentice 3rd Year	\$705.65	\$42.80	\$748.45
Adult Apprentice 4th Year	\$748.10	\$44.50	\$792.60

Schedule 1A	Rate of Pay exclusive of Industry Allowance	Industry Allowance	Rate of Pay inclusive of Industry Allowance
Juniors and Trainees	April 2011		April 2011
Apprentice 1st Year	\$439.95	\$33.60	\$473.55
Apprentice 2nd Year	\$527.95	\$37.80	\$565.75
Apprentice 3rd Year	\$659.90	\$44.30	\$704.20
Apprentice 4th Year	\$774.30	\$46.05	\$820.35
Adult Apprentice 1st Year	\$686.30	\$33.60	\$719.90
Adult Apprentice 2nd Year	\$703.95	\$37.80	\$741.75
Adult Apprentice 3rd Year	\$730.35	\$44.30	\$774.65
Adult Apprentice 4th Year	\$774.30	\$46.05	\$820.35

Schedule 1A	Rate of Pay exclusive of Industry Allowance	Industry Allowance	Rate of Pay inclusive of Industry Allowance
Juniors and Trainees	April 2012		April 2012
Apprentice 1st Year	\$455.35	\$34.80	\$490.15
Apprentice 2nd Year	\$546.45	\$39.10	\$585.55
Apprentice 3rd Year	\$683.00	\$45.85	\$728.85
Apprentice 4th Year	\$801.40	\$47.65	\$849.05
Adult Apprentice 1st Year	\$710.30	\$34.80	\$745.10
Adult Apprentice 2nd Year	\$728.60	\$39.10	\$767.70
Adult Apprentice 3rd Year	\$755.90	\$45.85	\$801.75
Adult Apprentice 4th Year	\$801.40	\$47.65	\$849.05

Schedule 1A	Rate of Pay exclusive of Industry Allowance	Industry Allowance	Rate of Pay inclusive of Industry Allowance
Juniors and Trainees	April 2013		April 2013
Apprentice 1st Year	\$471.30	\$36.00	\$507.30
Apprentice 2nd Year	\$565.60	\$40.45	\$606.05
Apprentice 3rd Year	\$706.90	\$47.45	\$754.35
Apprentice 4th Year	\$829.45	\$49.30	\$878.75
Adult Apprentice 1st Year	\$735.15	\$36.00	\$771.15
Adult Apprentice 2nd Year	\$754.10	\$40.45	\$794.55
Adult Apprentice 3rd Year	\$782.35	\$47.45	\$829.80
Adult Apprentice 4th Year	\$829.45	\$49.30	\$878.75

SCHEDULE 1B - SALARY CAPS FOR ANNUAL LEAVE LOADING

ANNUAL LEAVE LOADING LIMIT (inclusive of Industry Allowance)				
	April 2010	April 2011	April 2012	April 2013
Item 1	\$111,073	\$114,961	\$118,985	\$123,150
Item 2	\$110,159	\$114,015	\$118,006	\$122,136

SECTION 2 - SALARIED EMPLOYEES

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SCHEDULE 2E

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52. 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

53. APPLICATION OF DIVISION 1

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

54. 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 RailCorp Classification Structure, Levels 1 – 7 and who is employed as a shift worker.

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

55. RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

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

55.2. Allowances and expenses are contained in Schedule 2B.

56. ORDINARY HOURS OF WORK

56.1. Except where agreed in accordance with Sub-clause 28.5 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.

56.2. All time reasonably taken by an employee in handing over shall be counted as time worked.

56.3. Where an Employee's hours of work and/or working patterns are less than the standard hours described in Clause 28 (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.

56.4. 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.

56.5. 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) occupational 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.

56.6. 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.

57. INTERVALS BETWEEN SHIFTS

57.1. 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 68 (Travelling Time) shall apply.

57.2. 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 57.1 or when performing duties which require 'double-back' Shifts with 8 hours off duty.

57.3. 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.

57.4. The penalties provided for in Sub-clauses 57.2 and 57.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.

57.5. 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 64.

58. MEAL BREAKS

58.1. 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.

58.2. 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.

59. 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 64.6.

60. SHIFT WORK

- 60.1. For the purposes of this Section 2 in relation to all Employees, other than those provided for at Clause 85 (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.
- 60.2. 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.
- 60.3. 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.

61. WORKING ON BOOK OFF DAY

- 61.1. 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.
- 61.2. 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.
- 61.3. 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.
- 61.4. 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.
- 61.5. 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.

62. MINIMUM PAYMENTS

- 62.1. 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.

- 62.2. 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.
- 62.3. 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.
- 62.4. The allowances provided for in this clause shall not be included for any other purposes of this Section 2.

63. BROKEN SHIFTS

- 63.1. 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.
- 63.2. 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.

64. OVERTIME

- 64.1. All time worked in excess of the hours prescribed within the relevant Hours of work clauses of this Agreement (i.e. Clause 28 (Hours of Work) and Clause 56 (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.
- 64.2. Overtime worked at the conclusion of an extended Shift (as provided for within Sub-clause 56.5 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.
- 64.3. 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.
- 64.4. 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.
- 64.5. For the purposes of this clause, time paid for is treated as working time.
- 64.6. 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 64.3.
- 64.7. 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.
- 64.8. The rate for overtime worked after 12 noon on Saturdays and for all time on Sundays for Employees to whom Division 6 of this Section 2 applies shall be double time.
- 64.9. 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.

- 64.10. Employees, other than those provided for within Sub-clause 64.9, 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.
- 64.11. Time worked and paid for under Clauses 65 (On Call Allowance), or 66 (Call Outs) which is not of 3 hours duration or more is not treated as overtime for the purposes of Sub-clause 64.9.
- 64.12. 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 64.3 and 64.6).
- 64.13. Unless approved by the relevant Group General 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 6 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.
- 64.14. Employees other than those referred to in Sub-clause 64.13 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.

65. ON CALL ALLOWANCE

- 65.1. Employees, other than those employees referred to in Sub-clause 65.2, who are "On Call" shall be paid an allowance as set out at item 16 of Schedule 2B for a night or as set out at item 17 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 66 (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.
- 65.2. 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.
- 65.3. Unless approved by the relevant Group General 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.
- 65.4. All salary references in this clause are exclusive of the Industrial Allowance referred to in Schedule 2B (item 8).

66. CALL OUTS

- 66.1. 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.
- 66.2. Payments made under this clause shall not be subject to any extra payment whatsoever under any other clauses of this Section 2.
- 66.3. 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.
- 66.4. The provisions of Sub-clause 66.3 do not apply to an employee who has been called out for work outside ordinary rostered hours within 2 hours of normal starting time.
- 66.5. 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.

67. EXCESS TRAVELLING TIME

- 67.1. 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.
- 67.2. The provisions of this clause unless otherwise approved by the relevant Group General Manager 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 6 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.
- 67.3. 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.
- 67.4. Asset Management Employees may be deployed as required by the Employer within their district without additional payment or allowances.

68. TRAVELLING TIME

- 68.1. Travelling time outside of ordinary rostered hours, other than as provided for in Clause 67 (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.

- 68.2. 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.
- 68.3. 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 68.3 (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.
- 68.4. 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 6 of this Section 2 applies who are employed in positions above RC Grade 5.
- 68.5. 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.

69. TRAVELLING AND INCIDENTAL EXPENSES

- 69.1. 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 69.1(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 69.2 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 69.9, 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 69.1(a) for each 'service entitlement' for which they have incurred expenses.
- 69.2. '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 69.2 (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 69.10, 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 69.2 (a) for each 'service entitlement' for which they have incurred expenses.

69.3. 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.

69.4. 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.

69.5. '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.

69.6. 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.

- 69.7. 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.
- 69.8. 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.
- 69.9. Operational Employees other than 'regular' and 'roster' relief Employees, and Employees to whom Division 6 of this Section 2 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 69.3, 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.

- 69.10. 'Regular' relief Operational Employees other than Employees to whom Division 6 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 69.3.
- 69.11. 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.

70. HIGHER GRADE

- 70.1. Employees shall perform any work reasonably directed by their Employer, for which they have the necessary competencies, skills and experience to perform.
- 70.2. 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.
- 70.3. 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.
- 70.4. 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.

- 70.5. 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. Operations Standards Managers and Senior Operations Standards Managers will be paid at the higher rate for each full day that they perform the duties of a higher grade position.
 - (b) Employees to whom Division 6 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.
- 70.6. 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.
- 70.7. 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.
- 70.8. 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.

71. PERFORMANCE MANAGEMENT AND DEVELOPMENT

- 71.1. This clause applies to all Employees other than those covered by Sub-clause 71.12.
- 71.2. 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.
- 71.3. Each Employee is to have a performance development program in place.
- 71.4. Ongoing training and development that may include internal and external courses, seminars, coaching and mentoring, on the job learning and other programs.
- 71.5. 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.
- 71.6. The Employee's annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.
- 71.7. Employees can only progress one incremental level each year.
- 71.8. Employees cannot be incrementally regressed as a result of their annual performance assessment.
- 71.9. 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 General Manager, Business Partners or their nominee if they wish to contest that decision. Should the decision of the General Manager, 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.

71.10. 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.

71.11. 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) **RailCorp 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) **RailCorp 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.

71.12. **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.

72. ALLOWANCES

72.1. 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-Sub-clause 72.1(a) work temporarily outside the areas listed in Sub-clause 72.1(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 the an allowance as set out at item 10 of Schedule 2B.
- (d) These allowances are payable on ordinary time only.

72.2. 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.

72.3. Tunnel Money

- (a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as out 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.

72.4. 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 out 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.

72.5. 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 B per shift.

73. AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE

Where the Employer requires an Employee to obtain an Australian Communications Authority licence in connection with their duties, the Employer will meet the cost of this licence.

DIVISION 2 - TRAIN CONTROL**74. APPLICATION OF DIVISION 2**

This division 2 applies to all Train Control Employees, including Shift Managers.

75. TRAIN CONTROLLER DUAL BOARD ALLOWANCE

Train Controllers shall be paid the allowance as set out at item 33 of Schedule 2B per hour for dual board working on boards other than Junee, Lithgow and Sydney Goods No. 2.

76. REVIEWS

- 76.1. Requests for review of individual board gradings will need to follow the same process as that followed in relation to the Train Control Restructure Agreement 2000 and a review committee consisting of a local Employee representative from each centre and management will conduct the review. The following principles will apply:
 - (a) The evaluation of a board is to be made in comparison to other boards at the same level;
 - (b) Statistics are to be produced for the boards within the existing level and level above;
 - (c) The review committee will use the statistics to assess the factor values in a comparative process; and
 - (d) The review committee will make a recommendation to senior management for endorsement.

77. TRAINEES

- 77.1. Credit will be given for recognised prior learning (RPL). Internal staff would enter the program at their appropriate level of competence.

- 77.2. Trainees are to maintain their currency of competence during the final 7 months of the traineeship following the formal course. For this to occur the Trainees will relieve on boards for a total of four months broken into logical segments between their other functional learning components. This may be provided at any of the Train Control Centres with consideration of the Trainee's personal situation and in consultation with relevant unions.
- 77.3. A Workplace Assessor would assess each Trainees competence at each stage.
- 77.4. Prior to appointment in a vacant Train Controller level 3 position the Trainee would need to have completed all components of the Traineeship.
- 77.5. The Traineeship program would be overseen by the existing traineeship review panels
- 77.6. Should a trainee "fail" to gain the competence they would be placed in a position at the highest level of competence they had gained.
- 77.7. Selection would be by merit based on the criteria in the position description.
- 77.8. Positions would initially offered to people with safeworking qualifications however applicants without safeworking may be considered dependant on aptitude. The need for safeworking training would extend the Traineeship.

DIVISION 3 - STATIONS OPERATIONS MANAGEMENT

78. APPLICATION OF DIVISION 3

This division 3 applies to all Stations Management Employees.

79. 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.

80. 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.

81. OCR ASSESSMENT

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

DIVISION 4 - SALARIED TRADESPERSONS

82. APPLICATION OF DIVISION 4

This division 4 applies to all Employees in Salaried Tradesperson gradings.

83. SPECIAL SALARY PROVISION - SALARIED TRADESPERSONS

- 83.1. The salary applicable to Employees in Salaried Tradesperson gradings shall not be less than the amount as set out at item 14 of Schedule 2B in excess of the normal wage of the highest paid tradesperson or leading-hand tradesperson under their control, Provided that the salaries of Employees in Salaried Tradespersons gradings when in charge of other such Employees shall not be less than the amount as set out at item 15 of Schedule 2B per annum above the salary of the Employee supervised.
- 83.2. Salaried Tradespersons grades shall be paid an additional 15% for all ordinary hours worked on a Shift which is not subject to another equal or higher penalty, with the exception of

holiday penalty in which case both Shift and holiday penalty will apply. “Afternoon Shift”, “Night Shift” and “Shift” are defined below for the purpose of this Sub-clause:

- (a) “Afternoon Shift” means a Shift on which ordinary time finishes at or between 1801 and 2400;
- (b) “Night Shift” means a Shift on which ordinary time finishes at or between 2400 and 0800; and
- (c) “Shift” payment shall also be paid on a Shift which commences at or between 1801 and 0400.

DIVISION 5 - COUNTRYLINK

84. APPLICATION OF DIVISION 5

This division 5 applies to all CountryLink Stations Employees.

85. SHIFT WORK - COUNTRYLINK STATIONS

85.1. 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

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

DIVISION 6 – RAILCORP CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

86. RAILCORP CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

86.1. Annexed as Schedule 2C is the Memorandum of Agreement that creates RailCorp grades 1 to 7. Schedule 2C has effect in relation to all Administrative, Technical and Professional Employees who were previously graded as RIC ATP levels 1 to 10, SRA Managerial Employees levels 1–5, Clerical Administrative Officers levels 1–5, Information Technology Specialists levels 1–6, and SRA PO/PE Employees.

86.2. The rates of pay specified in Schedule 2A for RailCorp 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;
- (d) responsibility allowances – first aid allowance.

86.3. Employees formerly graded under the classification structure detailed at Schedule 2D are subject to the provisions of this Division 7 and those provided at Schedule 2C.

86.4. Employees formerly graded under the classification structure detailed at Schedule 2E are subject to the provisions of this Division 7 and those provided at Schedule 2C.

DIVISION 7 – FORMER RAC EMPLOYEES

87. 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.

88. 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.

89. OVERTIME

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

- 89.1. 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.
- 89.1. 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.

90. 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:

- 90.1. are entitled to 10 days sick leave per annum;
- 90.2. 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
- 90.3. any such employee having attained 65 years of age, will be entitled to accrue sick leave in accordance with Sub-clause 31.4 of Section 1 of this agreement in the event that the insurance cover ceases at 65 years of age.

DIVISION 8 – FORMER RIC EMPLOYEES

91. 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%.

92. 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.

93. 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.

Non Operational Classifications & Rates of Pay SCHEDULE 2A (Continued)	April 2010		April 2011		April 2012		April 2013	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
*RC 6 Level A	\$93,436	\$96,073	\$96,706	\$99,436	\$100,091	\$102,916	\$103,594	\$106,519
*RC 6 Level B	\$95,724	\$98,361	\$99,074	\$101,804	\$102,542	\$105,367	\$106,131	\$109,056
*RC 6 Level C	\$98,445	\$101,082	\$101,891	\$104,621	\$105,457	\$108,282	\$109,148	\$112,073
*RC 6 Level D	\$101,166	\$103,803	\$104,707	\$107,437	\$108,372	\$111,197	\$112,165	\$115,090
*RC 6 Level E	\$103,892	\$106,529	\$107,528	\$110,258	\$111,291	\$114,116	\$115,186	\$118,111
*RC 7 Level A	\$105,484	\$108,121	\$109,176	\$111,906	\$112,997	\$115,822	\$116,952	\$119,877
*RC 7 Level B	\$108,162	\$110,799	\$111,948	\$114,678	\$115,866	\$118,691	\$119,921	\$122,846
*RC 7 Level C	\$110,855	\$113,492	\$114,735	\$117,465	\$118,751	\$121,576	\$122,907	\$125,832
*RC 7 Level D	\$113,561	\$116,198	\$117,536	\$120,266	\$121,650	\$124,475	\$125,908	\$128,833
*RC 7 Level E	\$116,322	\$118,959	\$120,393	\$123,123	\$124,607	\$127,432	\$128,968	\$131,893
<i>* The RC Classification Structure also includes Employees who are deemed Operational because they are Shiftworkers</i>								
Asset Management Group								
District Maintenance Manager A	\$68,847	\$71,484	\$71,257	\$73,987	\$73,751	\$76,576	\$76,332	\$79,257
District Maintenance Manager B	\$71,344	\$73,981	\$73,841	\$76,571	\$76,425	\$79,250	\$79,100	\$82,025
District Maintenance Manager C	\$72,955	\$75,592	\$75,508	\$78,238	\$78,151	\$80,976	\$80,886	\$83,811
District Maintenance Manager D	\$74,057	\$76,694	\$76,649	\$79,379	\$79,332	\$82,157	\$82,109	\$85,034
District Maintenance Manager E	\$75,906	\$78,543	\$78,563	\$81,293	\$81,313	\$84,138	\$84,159	\$87,084
Car & Wagon Foreman A	\$53,864	\$56,501	\$55,749	\$58,479	\$57,700	\$60,525	\$59,720	\$62,645
Car & Wagon Foreman B	\$55,573	\$58,210	\$57,518	\$60,248	\$59,531	\$62,356	\$61,615	\$64,540
Car & Wagon Foreman C	\$57,287	\$59,924	\$59,292	\$62,022	\$61,367	\$64,192	\$63,515	\$66,440
Car & Wagon Foreman D	\$58,997	\$61,634	\$61,062	\$63,792	\$63,199	\$66,024	\$65,411	\$68,336
Car & Wagon Foreman E	\$60,708	\$63,345	\$62,833	\$65,563	\$65,032	\$67,857	\$67,308	\$70,233
Supervisor PFM Maintenance A	\$69,989	\$72,626	\$72,439	\$75,169	\$74,974	\$77,799	\$77,598	\$80,523
Supervisor PFM Maintenance B	\$72,827	\$75,464	\$75,376	\$78,106	\$78,014	\$80,839	\$80,744	\$83,669
Supervisor PFM Maintenance C	\$75,663	\$78,300	\$78,311	\$81,041	\$81,052	\$83,877	\$83,889	\$86,814
Supervisor PFM Maintenance D	\$78,500	\$81,137	\$81,248	\$83,978	\$84,092	\$86,917	\$87,035	\$89,960
Supervisor PFM Maintenance E	\$81,338	\$83,975	\$84,185	\$86,915	\$87,131	\$89,956	\$90,181	\$93,106

Non Operational Classifications & Rates of Pay	April 2010		April 2011		April 2012		April 2013	
SCHEDULE 2A (Continued)	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Supervisor PFM Maintenance A (Licenced)	\$71,346	\$73,983	\$73,843	\$76,573	\$76,428	\$79,253	\$79,103	\$82,028
Supervisor PFM Maintenance B (Licenced)	\$74,236	\$76,873	\$76,834	\$79,564	\$79,523	\$82,348	\$82,306	\$85,231
Supervisor PFM Maintenance C (Licenced)	\$77,128	\$79,765	\$79,827	\$82,557	\$82,621	\$85,446	\$85,513	\$88,438
Supervisor PFM Maintenance D (Licenced)	\$80,023	\$82,660	\$82,824	\$85,554	\$85,723	\$88,548	\$88,723	\$91,648
Supervisor PFM Maintenance E (Licenced)	\$82,913	\$85,550	\$85,815	\$88,545	\$88,819	\$91,644	\$91,928	\$94,853
Operational Classifications & Rates of Pay								
Train Operations								
Assist Yard Controller Year 1	\$61,743	\$64,380	\$63,904	\$66,634	\$66,141	\$68,966	\$68,456	\$71,381
Assist Yard Controller Year 2	\$63,450	\$66,087	\$65,671	\$68,401	\$67,969	\$70,794	\$70,348	\$73,273
Assist Yard Controller Year 3	\$64,560	\$67,197	\$66,820	\$69,550	\$69,159	\$71,984	\$71,580	\$74,505
Assist Yard Controller Thereafter	\$67,031	\$69,668	\$69,377	\$72,107	\$71,805	\$74,630	\$74,318	\$77,243
Fleet Operations Controller Year 1	\$83,825	\$86,462	\$86,759	\$89,489	\$89,796	\$92,621	\$92,939	\$95,864
Fleet Operations Controller Year 2	\$86,149	\$88,786	\$89,164	\$91,894	\$92,285	\$95,110	\$95,515	\$98,440
Fleet Operations Controller Year 3	\$88,474	\$91,111	\$91,571	\$94,301	\$94,776	\$97,601	\$98,093	\$101,018
Fleet Operations Controller Year 4	\$90,799	\$93,436	\$93,977	\$96,707	\$97,266	\$100,091	\$100,670	\$103,595
Operations Control Supervisor	\$98,819	\$101,456	\$102,278	\$105,008	\$105,858	\$108,683	\$109,563	\$112,488
Possession Operator 1A	\$38,247	\$40,884	\$39,586	\$42,316	\$40,972	\$43,797	\$42,406	\$45,331
Possession Operator 1B	\$40,466	\$43,103	\$41,882	\$44,612	\$43,348	\$46,173	\$44,865	\$47,790
Possession Operator 1C	\$42,671	\$45,308	\$44,164	\$46,894	\$45,710	\$48,535	\$47,310	\$50,235
Possession Operator 2A	\$55,496	\$58,133	\$57,438	\$60,168	\$59,448	\$62,273	\$61,529	\$64,454
Possession Operator 2B	\$58,740	\$61,377	\$60,796	\$63,526	\$62,924	\$65,749	\$65,126	\$68,051
Possession Operator 3A	\$61,775	\$64,412	\$63,937	\$66,667	\$66,175	\$69,000	\$68,491	\$71,416
Possession Operator 3B	\$63,466	\$66,103	\$65,687	\$68,417	\$67,986	\$70,811	\$70,366	\$73,291
Possession Operator 3C	\$67,022	\$69,659	\$69,368	\$72,098	\$71,796	\$74,621	\$74,309	\$77,234
Possession Operator 3D	\$70,308	\$72,945	\$72,769	\$75,499	\$75,316	\$78,141	\$77,952	\$80,877
Possession Operator 3E	\$74,145	\$76,782	\$76,740	\$79,470	\$79,426	\$82,251	\$82,206	\$85,131

Operational Classifications and Rates of Pay	2010		2011		2012		2013	
SCHEDULE 2A (Continued)	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Yard Controller Sydney Year 1	\$68,495	\$71,132	\$70,892	\$73,622	\$73,373	\$76,198	\$75,941	\$78,866
Yard Controller Sydney Year 2	\$70,204	\$72,841	\$72,661	\$75,391	\$75,204	\$78,029	\$77,836	\$80,761
Yard Controller Sydney Year 3	\$72,382	\$75,019	\$74,915	\$77,645	\$77,537	\$80,362	\$80,251	\$83,176
Yard Controller Sydney Thereafter	\$74,158	\$76,795	\$76,754	\$79,484	\$79,440	\$82,265	\$82,220	\$85,145
Station Operations Classifications								
CCTV Operator	\$50,682	\$53,319	\$52,456	\$55,186	\$54,292	\$57,117	\$56,192	\$59,117
Duty Manager Level 1	\$54,243	\$56,880	\$56,142	\$58,872	\$58,107	\$60,932	\$60,141	\$63,066
Duty Manager Level 2	\$56,235	\$58,872	\$58,203	\$60,933	\$60,240	\$63,065	\$62,348	\$65,273
Duty Manager Level 3	\$60,548	\$63,185	\$62,667	\$65,397	\$64,860	\$67,685	\$67,130	\$70,055
Duty Manager Level 4	\$65,985	\$68,622	\$68,294	\$71,024	\$70,684	\$73,509	\$73,158	\$76,083
Sales Account Team Leader Level1 (Competent)	\$59,262	\$61,899	\$61,336	\$64,066	\$63,483	\$66,308	\$65,705	\$68,630
Sales Account Team Leader Level2 (Competent)	\$64,404	\$67,041	\$66,658	\$69,388	\$68,991	\$71,816	\$71,406	\$74,331
Sales Account Team Leader Level3 (Competent)	\$70,230	\$72,867	\$72,688	\$75,418	\$75,232	\$78,057	\$77,865	\$80,790
Salesperson (Competent)	\$51,280	\$53,917	\$53,075	\$55,805	\$54,933	\$57,758	\$56,856	\$59,781
Sales/Support Officer (Competent)	\$53,071	\$55,708	\$54,928	\$57,658	\$56,850	\$59,675	\$58,840	\$61,765
Station Support Officer	\$54,243	\$56,880	\$56,142	\$58,872	\$58,107	\$60,932	\$60,141	\$63,066
Station Manager Level 1	\$54,243	\$56,880	\$56,142	\$58,872	\$58,107	\$60,932	\$60,141	\$63,066
Station Manager Level 2	\$56,235	\$58,872	\$58,203	\$60,933	\$60,240	\$63,065	\$62,348	\$65,273
Station Manager Level 3	\$60,548	\$63,185	\$62,667	\$65,397	\$64,860	\$67,685	\$67,130	\$70,055
Station Manager Level 4	\$65,985	\$68,622	\$68,294	\$71,024	\$70,684	\$73,509	\$73,158	\$76,083
Station Manager Level 5	\$74,155	\$76,792	\$76,750	\$79,480	\$79,436	\$82,261	\$82,216	\$85,141
Station Manager Level 6	\$78,541	\$81,178	\$81,290	\$84,020	\$84,135	\$86,960	\$87,080	\$90,005
Station Manager Level 7	\$81,205	\$83,842	\$84,047	\$86,777	\$86,989	\$89,814	\$90,034	\$92,959

Operational Classifications and Rates of Pay SCHEDULE 2A (Continued)	2010		2011		2012		2013	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
*Station Manager Level 2 Year 1	\$62,016	\$64,654	\$64,187	\$66,918	\$66,433	\$69,260	\$68,759	\$71,684
*Station Manager Level 2 Year 2	\$63,422	\$66,060	\$65,642	\$68,373	\$67,940	\$70,766	\$70,317	\$73,243
*Station Manager Level 2 Year 3	\$64,828	\$67,466	\$67,097	\$69,828	\$69,446	\$72,272	\$71,876	\$74,802
*Station Manager Level 3 Year 1	\$66,761	\$69,399	\$69,097	\$71,828	\$71,516	\$74,342	\$74,019	\$76,944
*Station Manager Level 3 Year 2	\$68,273	\$70,911	\$70,662	\$73,393	\$73,136	\$75,962	\$75,695	\$78,621
*Station Manager Level 3 Year 3	\$69,788	\$72,426	\$72,231	\$74,962	\$74,759	\$77,585	\$77,375	\$80,301
*Station Manager Level 4 Year 1	\$74,417	\$77,055	\$77,022	\$79,753	\$79,718	\$82,544	\$82,508	\$85,433
*Station Manager Level 4 Year 2	\$76,067	\$78,705	\$78,729	\$81,460	\$81,484	\$84,311	\$84,336	\$87,262
*Station Manager Level 4 Year 3	\$77,881	\$80,519	\$80,607	\$83,338	\$83,429	\$86,255	\$86,349	\$89,274
*Station Manager Level 5 Year 1	\$81,754	\$84,392	\$84,616	\$87,347	\$87,577	\$90,404	\$90,643	\$93,568
*Station Manager Level 5 Year 2	\$83,609	\$86,247	\$86,535	\$89,266	\$89,564	\$92,390	\$92,698	\$95,624
*Station Manager Level 5 Year 3	\$85,462	\$88,100	\$88,453	\$91,184	\$91,549	\$94,375	\$94,753	\$97,679
*Station Manager Level 6 Year 1	\$86,579	\$89,217	\$89,609	\$92,340	\$92,746	\$95,572	\$95,992	\$98,917
*Station Manager Level 6 Year 2	\$88,542	\$91,180	\$91,641	\$94,372	\$94,849	\$97,675	\$98,169	\$101,094
*Station Manager Level 6 Year 3	\$90,506	\$93,144	\$93,674	\$96,405	\$96,952	\$99,779	\$100,346	\$103,271
*Station Manager Level 7 Year 1	\$91,540	\$94,178	\$94,744	\$97,474	\$98,060	\$100,886	\$101,492	\$104,417
*Station Manager Level 7 Year 2	\$93,570	\$96,208	\$96,845	\$99,576	\$100,234	\$103,061	\$103,743	\$106,668
*Station Manager Level 7 Year 3	\$95,600	\$98,238	\$98,946	\$101,677	\$102,409	\$105,235	\$105,993	\$108,919
<i>* The above rates are inclusive of the Station Management Residence Allowance.</i>								
<i>Progression between the Year 1, Year 2 and Year 3 rates within a level is subject to the Station Manager Development and Performance Program</i>								
Station Operations Superintendent A	\$79,996	\$82,633	\$82,796	\$85,526	\$85,694	\$88,519	\$88,693	\$91,618
Station Operations Superintendent B	\$84,075	\$86,712	\$87,018	\$89,748	\$90,064	\$92,889	\$93,216	\$96,141
Station Operations Superintendent C	\$88,152	\$90,789	\$91,237	\$93,967	\$94,430	\$97,255	\$97,735	\$100,660
Station Operations Superintendent D	\$92,230	\$94,867	\$95,458	\$98,188	\$98,799	\$101,624	\$102,257	\$105,182

Operational Classifications and Rates of Pay SCHEDULE 2A (Continued)	2010		2011		2012		2013	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Asset Management Group Classifications								
Senior Equipment Maintainer 1 - Licensed	\$58,691	\$61,328	\$60,745	\$63,475	\$62,871	\$65,696	\$65,071	\$67,996
Senior Equipment Maintainer 2 - Licensed	\$56,586	\$59,223	\$58,567	\$61,297	\$60,617	\$63,442	\$62,739	\$65,664
Fire Services Classifications								
Fire Officer Year 1	\$62,760	\$65,397	\$64,957	\$67,687	\$67,230	\$70,055	\$69,583	\$72,508
Fire Officer Year 2	\$68,271	\$70,908	\$70,660	\$73,390	\$73,133	\$75,958	\$75,693	\$78,618
Fire Officer Year 3	\$74,145	\$76,782	\$76,740	\$79,470	\$79,426	\$82,251	\$82,206	\$85,131
Security Classifications								
Senior Transit Officer Year 1	\$62,760	\$65,397	\$64,957	\$67,687	\$67,230	\$70,055	\$69,583	\$72,508
Senior Transit Officer Year 2	\$65,572	\$68,209	\$67,867	\$70,597	\$70,242	\$73,067	\$72,700	\$75,625
Senior Transit Officer Year 3	\$68,271	\$70,908	\$70,660	\$73,390	\$73,133	\$75,958	\$75,693	\$78,618
Electrical Operating Centre Classifications								
Supervising Technician 1	\$81,464	\$84,101	\$84,315	\$87,045	\$87,266	\$90,091	\$90,320	\$93,245
Supervising Technician 2	\$87,457	\$90,094	\$90,518	\$93,248	\$93,686	\$96,511	\$96,965	\$99,890
Operator Level 1	\$69,477	\$72,114	\$71,909	\$74,639	\$74,426	\$77,251	\$77,031	\$79,956
Operator Level 2	\$73,288	\$75,925	\$75,853	\$78,583	\$78,508	\$81,333	\$81,256	\$84,181
Operator Level 3	\$77,069	\$79,706	\$79,766	\$82,496	\$82,558	\$85,383	\$85,448	\$88,373
Operator Level 4	\$81,464	\$84,101	\$84,315	\$87,045	\$87,266	\$90,091	\$90,320	\$93,245
Operator Level 5	\$85,979	\$88,616	\$88,988	\$91,718	\$92,103	\$94,928	\$95,327	\$98,252
Presentation Services Classifications								
Presentation Services Shift Manager A	\$78,942	\$81,579	\$81,705	\$84,435	\$84,565	\$87,390	\$87,525	\$90,450
Presentation Services Shift Manager B	\$81,964	\$84,601	\$84,833	\$87,563	\$87,802	\$90,627	\$90,875	\$93,800
Presentation Services Shift Manager C	\$85,681	\$88,318	\$88,680	\$91,410	\$91,784	\$94,609	\$94,996	\$97,921
Presentation Services Shift Manager D	\$88,638	\$91,275	\$91,740	\$94,470	\$94,951	\$97,776	\$98,274	\$101,199
Presentation Services Shift Manager E	\$91,317	\$93,954	\$94,513	\$97,243	\$97,821	\$100,646	\$101,245	\$104,170

Operational Classifications and Rates of Pay	2010		2011		2012		2013	
SCHEDULE 2A (Continued)	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Rolling Stock Classifications								
Supervisor PFM Operations A (Ops Planner)	\$69,989	\$72,626	\$72,439	\$75,169	\$74,974	\$77,799	\$77,598	\$80,523
Supervisor PFM Operations B (Ops Planner)	\$72,827	\$75,464	\$75,376	\$78,106	\$78,014	\$80,839	\$80,744	\$83,669
Supervisor PFM Operations C (Ops Planner)	\$75,663	\$78,300	\$78,311	\$81,041	\$81,052	\$83,877	\$83,889	\$86,814
Supervisor PFM Operations D (Ops Planner)	\$78,500	\$81,137	\$81,248	\$83,978	\$84,092	\$86,917	\$87,035	\$89,960
Supervisor PFM Operations E (Ops Planner)	\$81,338	\$83,975	\$84,185	\$86,915	\$87,131	\$89,956	\$90,181	\$93,106
Supervisor PFM Op's A (Lic'd) (Ops Planner)	\$71,346	\$73,983	\$73,843	\$76,573	\$76,428	\$79,253	\$79,103	\$82,028
Supervisor PFM Op's B (Lic'd) (Ops Planner)	\$74,236	\$76,873	\$76,834	\$79,564	\$79,523	\$82,348	\$82,306	\$85,231
Supervisor PFM Op's C (Lic'd) (Ops Planner)	\$77,128	\$79,765	\$79,827	\$82,557	\$82,621	\$85,446	\$85,513	\$88,438
Supervisor PFM Op's D (Lic'd) (Ops Planner)	\$80,023	\$82,660	\$82,824	\$85,554	\$85,723	\$88,548	\$88,723	\$91,648
Supervisor PFM Op's E (Lic'd) (Ops Planner)	\$82,913	\$85,550	\$85,815	\$88,545	\$88,819	\$91,644	\$91,928	\$94,853
XPT Service Manager A	\$76,457	\$79,094	\$79,133	\$81,863	\$81,903	\$84,728	\$84,770	\$87,695
XPT Service Manager B	\$79,369	\$82,006	\$82,147	\$84,877	\$85,022	\$87,847	\$87,998	\$90,923
XPT Service Manager C	\$82,968	\$85,605	\$85,872	\$88,602	\$88,878	\$91,703	\$91,989	\$94,914
XPT Service Manager D	\$85,831	\$88,468	\$88,835	\$91,565	\$91,944	\$94,769	\$95,162	\$98,087
XPT Service Manager E	\$88,431	\$91,068	\$91,526	\$94,256	\$94,729	\$97,554	\$98,045	\$100,970
Chief Foreman Class 1 Yr 1	\$74,057	\$76,694	\$76,649	\$79,379	\$79,332	\$82,157	\$82,109	\$85,034
Chief Foreman Class 1 Thereafter	\$75,906	\$78,543	\$78,563	\$81,293	\$81,313	\$84,138	\$84,159	\$87,084

Footnote: This Classification Structure also includes Employees who are deemed Operational because they are Shiftworker

SCHEDULE 2B				
Allowances				
	April 2010	April 2011	April 2012	April 2013
Shift Work				
Item 1 Afternoon Shift	\$3.03	\$3.13	\$3.24	\$3.36
Item 2 Night Shift	\$3.57	\$3.69	\$3.82	\$3.96
Item 3 Early Morning Shift	\$3.03	\$3.13	\$3.24	\$3.36
Item 4 Additional loading	\$3.57	\$3.69	\$3.82	\$3.96
OVERTIME LIMITS				
Item 6 Non operational Employees	\$98,445	\$101,891	\$105,457	\$109,148
Item 7 Operational Employees	\$98,445	\$101,891	\$105,457	\$109,148
Industry Allowance				
Item 8 Industry Allowance	\$2,637	\$2,730	\$2,825	\$2,925
Other Allowances				
Item 9 Climatic zone	\$13.42	\$13.89	\$14.37	\$14.87
Item 10 Broken Hill	\$9.26	\$9.58	\$9.92	\$10.26
Item 11 Dirty work	\$0.87	\$0.90	\$0.94	\$0.97
Item 11A Tunnel money	\$0.52	\$0.54	\$0.56	\$0.58
Item 11B Wet work	\$0.42	\$0.43	\$0.45	\$0.46
Item 12A per annum	\$157.90	\$163.45	\$169.15	\$175.05
Item 13 Assistant Station Managers – Relief	\$52.90	\$54.75	\$56.65	\$58.65

Schedule 2B (Cont'd)				
Allowances				
	April 2010	April 2011	April 2012	April 2013
Item 14 Salaried Supervisor (a)	\$1,626	\$1,683	\$1,742	\$1,803
Item 15 Salaried Supervisor (b) On Call	\$814	\$842	\$871	\$901
Item 16 Ordinary on Call - Day	\$8.84	\$9.15	\$9.47	\$9.80
Item 17 Ordinary on Call - Night	\$13.21	\$13.67	\$14.15	\$14.64
Item 18 Ordinary on Call - Day & Night	\$22.05	\$22.82	\$23.62	\$24.45
Item 19 Maximum Salary	\$98,445	\$101,891	\$105,457	\$109,148
Item 24A – Rostered Day	\$21.35	\$22.10	\$22.85	\$23.65
Item 24B – Non Rostered Day	\$32.10	\$33.20	\$34.35	\$35.55
Travelling and Incidental Expenses General				
Item 25 Rate per Day	\$157.90	\$163.45	\$169.15	\$175.05
Item 26 Per service	\$39.45	\$40.85	\$42.30	\$43.80
Item 27 Meal / Overtime meal	\$15.85	\$16.40	\$16.95	\$17.55
Item 28 Relief per day	\$101.55	\$105.10	\$108.80	\$112.60
Item 29 Relief per week	\$710.65	\$735.50	\$761.25	\$787.90
Item 30 Roster Relief Outside sub.	\$132.50	\$137.15	\$141.95	\$146.90
Item 31 Inside sub.	\$66.25	\$68.55	\$70.95	\$73.45

Schedule 2B (Cont'd)				
Allowances				
	April 2010	April 2011	April 2012	April 2013
Item 32 Inside and out	\$132.50	\$137.15	\$141.95	\$146.90
Other Allowances				
Item 33 Dual Board (per hr)	\$3.74	\$3.88	\$4.01	\$4.15
Item 34 First Aid (per shift)	\$2.60	\$2.70	\$2.80	\$2.90
Item 35 Workplace Training and Assessment (per hr)	\$3.66	\$3.79	\$3.92	\$4.06
Item 36 Salesperson Coaching (per hr)	\$1.37	\$1.42	\$1.47	\$1.52
Item 37 Travelink Allowance (per hr)	\$0.67	\$0.69	\$0.71	\$0.74
Item 38 Station Disability Allowance (a) (per hr)	\$0.32	\$0.33	\$0.35	\$0.36
Item 39 Station Disability Allowance (b) (per hr)	\$0.64	\$0.67	\$0.69	\$0.71
Item 40 Transit Officer Meal Allowance	\$15.85	\$16.40	\$16.95	\$17.55
Item 41 OH First Aid Certificate (per shift)	\$3.75	\$3.90	\$4.05	\$4.20

SCHEDULE 2C – ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

SCHEDULE A OF MEMORANDUM OF AGREEMENT

(Clause 9.8, 2005 EA - Classification Structure)

**RAILCORP ADMINISTRATIVE,
TECHNICAL AND PROFESSIONAL
EMPLOYEES AGREEMENT 2008**

(“CSA 2008”)

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Annexure A—Coverage under new RailCorp Classification Structure

1. Title

This Agreement will be known as the RailCorp Administrative, Technical and Professional Employees Agreement 2008.

2. Definitions

2.1 In this Agreement:

“Financial Disadvantage” means, and is limited to, an employee suffering any reduction (as measured at the date of translation to the new Classification Structure) in their:

- (a) actual rate of pay;
- (b) reportable salary for superannuation purposes; or,
- (c) annual leave loading not otherwise incorporated into other terms of employment.

“CSA 2008” means this Agreement.

“Memorandum of Agreement” means the Memorandum of Agreement between RailCorp and the Rail Unions concerning Classification Structure.

Terms defined in the Memorandum of Agreement have the same meaning where used in this Agreement, unless the context requires otherwise.

3. Parties Bound

3.1 This Agreement shall be binding on:

- (a) Rail Corporation New South Wales (“RailCorp”);
- (b) RailCorp administrative, professional and technical employees as identified in Schedule A (“Employee/s”); and
- (c) the following unions (“the Unions”):
 - (i) Association of Professional Engineers, Scientists and Managers, Australia (APESMA); Australian Municipal, Administrative, Clerical and Services Union (ASU);
 - (ii) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU);
 - (iii) Australian Rail, Tram and Bus Industry Union (RTBU); and
 - (iv) The Australian Workers’ Union (AWU).

4. Period of Operation

This Agreement will come into effect on a date to be agreed by the parties and will remain in force until incorporated, in accordance with clause 3 of the Memorandum of Agreement into a new Enterprise Bargaining Agreement (EBA 2008).

5. Objectives

This Agreement introduces a new RailCorp Classification Structure to:

- (a) address disparities between the former Rail Infrastructure Corporation (RIC) and State Rail Authority (SRA) Classification Structures and related conditions;

- (b) implement the reform commitments given in EBA 2005; and
- (c) to fulfil undertakings given to the Australian Industrial Relations Commission in the EBA 2005 proceedings.

6. Relationship to Other Industrial Instruments

This Agreement specifies the prevailing terms and conditions of employment in respect of its subject matter, and to the extent of any inconsistency, this Agreement and the Memorandum of Agreement prevail over all provisions of any otherwise applicable Industrial Instruments.

7. No extra claims

The parties will make no extra claims in relation to any matter covered by this Agreement for the term of this Agreement.

8. Classification Structure

- 8.1 Classifications covered under the RailCorp Classification Structure are those that are currently covered under the former SRA Functional Agreements 2000 or former Sections of the RIC 2002 Enterprise Agreement which are set out in Annexure A.
- 8.2 The rates of pay set out in the Classification Structure set out in Table 1 take effect from the first pay period on or after Monday, 3 March 2008. The rates are to be adjusted from time to time in accordance with any EBA adjustments.
- 8.3 The rates of pay are inclusive of all expense and disability allowances, but are exclusive of additional wage-related payments and additional responsibility allowances. (Note: Without limiting the meaning of the terms, the following are examples of allowances and payments referred to:
- (a) expense allowances — daily meal allowances;
 - (b) disability allowances — start and finish allowances;
 - (c) wage related payment — annual leaving loading;
 - (d) responsibility allowances — first aid allowance.)

TABLE 1

RAILCORP CLASSIFICATION STRUCTURE		
RailCorp Grade 1	Level 1A	\$35,375
	Level 1B	\$36,140
	Level 1C	\$36,970
	Level 1D	\$37,711
	Level 1E	\$38,430
RailCorp Grade 2	Level 2A	\$41,317
	Level 2B	\$42,775
	Level 2C	\$44,051
	Level 2D	\$45,540
	Level 2E	\$47,644
RailCorp Grade 3	Level 3A	\$49,624
	Level 3B	\$51,197
	Level 3C	\$52,333
	Level 3D	\$53,830

TABLE 1

RAILCORP CLASSIFICATION STRUCTURE		
	Level 3E	\$55,176
RailCorp Grade 4	Level 4A	\$56,843
	Level 4B	\$58,710
	Level 4C	\$60,692
	Level 4D	\$63,280
	Level 4E	\$65,914
RailCorp Grade 5	Level 5A	\$69,067
	Level 5B	\$72,199
	Level 5C	\$74,691
	Level 5D	\$77,275
	Level 5E	\$80,026
RailCorp Grade 6	Level 6A	\$83,064
	Level 6B	\$85,098
	Level 6C	\$87,517
	Level 6D	\$89,937
	Level 6E	\$92,360
RailCorp Grade 7	Level 7A	\$93,775
	Level 7B	\$96,156
	Level 7C	\$98,549
	Level 7D	\$100,955
	Level 7E	\$103,410
Managerial Grade 3	Level 3A	\$96,684
	Level 3B	\$101,100
	Level 3C	\$105,519
	Level 3D	\$109,943
	Level 3E	\$114,360
Managerial Grade 4	Level 4A	\$102,796
	Level 4B	\$109,988
	Level 4C	\$117,366
	Level 4D	\$124,639
	Level 4E	\$131,938
Managerial Grade 5	Level 5A	\$118,064
	Level 5B	\$124,799
	Level 5C	\$131,721
	Level 5D	\$138,548
	Level 5E	\$145,373

8.4 The RailCorp Structure is capped at RC7.

8.5 Positions at former SRA ML3, ML4 and ML5 will, when created or as existing positions fall vacant, be covered under individual contractual arrangements.

- 8.6 Existing Employees who have been substantively appointed to positions at ML3, ML4 and ML5 may elect to take up a contractual arrangement or retain their existing employment conditions, and translate across onto the RailCorp Classification Structure.
- 8.7 Those existing individual employees at ML3, ML4 or ML5 who elect to remain under existing conditions will retain those conditions until they take promotion or elect to transfer to contract employment.
- 8.8 Positions at former RIC ATP9 and ATP10 are covered by the terms of this Agreement.
- 8.9 Those existing Employees at ATP9 and ATP10 who are currently employed under a contractual arrangement will be given a one off opportunity to elect to transfer to employment under this Agreement, applying the RailCorp Classification Structure and pay rates.
- 8.10 RailCorp, in consultation with the Employee, will ensure that, where an Employee elects to take up a contract, the Employee, does not, on balance, suffer an overall reduction in conditions of employment from taking up a contractual arrangement.
- 8.11 Notwithstanding the above, employees who are currently employed under the RIC 2002 EA provisions and were vested to RailCorp at RL11 will continue to be employed under those arrangements post the implementation of this new RailCorp Classification Structure.

9. Transition Arrangements

- 9.1 Proposed Transfer of Employees into new Classification Structure
- (a) No Employee will be displaced from their position by the transition into the new Classification Structure. Nothing in this clause prevents displacement for other reasons, including refusing to accept transition.
 - (b) No Employee will suffer Financial Disadvantage (as defined in the Memorandum of Agreement) by the transition.

- 9.2 Transitional arrangements for positions transferring from the former SRA Classification Structures into the RailCorp Classification Structure are set out in Table 2:

TABLE 2

TRANSITION OF SRA CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE	
Clerical & Administrative Officer Grade 1	RailCorp Grade 1
Clerical & Administrative Officer Grade 2	RailCorp Grade 2
Clerical & Administrative Officer Grade 3	RailCorp Grade 3
Clerical & Administrative Officer Grade 4	RailCorp Grade 4
Clerical & Administrative Officer Grade 5	RailCorp Grade 5
Managerial Grade 1	RailCorp Grade 6
Managerial Grade 2	RailCorp Grade 7
Managerial Grade 3	Managerial Grade 3*
Managerial Grade 4	Managerial Grade 4*
Managerial Grade 5	Managerial Grade 5*

* Each of these grades are only applicable to Employees who have been appointed to a position in RailCorp that is classified and graded as ML3, ML4 or ML5 as at 3 March 2008. Each of these positions will be classified and filled under contractual arrangements as they fall vacant.

- 9.3 Transitional arrangements for positions transferring from the former RIC Classification Structure into the RailCorp Classification Structure are set out in Table 3:

TABLE 3

TRANSITION OF RIC CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE	
ATP Level 1	RailCorp Grade 1
ATP Level 2	RailCorp Grade 2
ATP Level 3	RailCorp Grade 2
ATP Level 4	RailCorp Grade 3
ATP Level 5	RailCorp Grade 3
ATP Level 6	RailCorp Grade 4
ATP Level 7	RailCorp Grade 5
ATP Level 8	RailCorp Grade 5
ATP Level 9	RailCorp Grade 6
ATP Level 10	RailCorp Grade 7

9.4 Transitional arrangements for Employees transferring from the former SRA Classification Structures into the RailCorp Classification Structure are set out in Tables 4 and 5:

TABLE 4

TRANSITIONAL ARRANGEMENTS FOR TRANSFERRING EMPLOYEES IN SRA CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE		
SRA Salary	RailCorp Salary	Transitional / Progressional Code
CAO Grade 1	RC Grade 1	
Level A \$35,375	Level A \$35,375	V
Level B \$36,608	Level B \$36,140	V
Level C \$36,970	Level C \$36,970	V
Level D \$37,711	Level D \$37,711	V
Level E \$38,430	Level E \$38,430	Y
CAO Grade 2	RC Grade 2	
Level A \$41,317	Level A \$41,317	V
Level B \$42,775	Level B \$42,775	V
Level C \$43,532	Level C \$44,051	X
Level D \$44,500	Level D \$45,540	V
Level E \$45,812	Level E \$47,644	Y
CAO Grade 3	RC Grade 3	
Level A \$47,881	Level A \$49,624	X
Level B \$49,624	Level A \$49,624	V
Level C \$51,197	Level B \$51,197	V
Level D \$52,333	Level C \$52,333	V
Level E \$53,830	Level D \$53,830	V
	Level E \$55,176	Y
CAO Grade 4	RC Grade 4	
Level A \$55,793	Level A \$56,843	W
Level B \$58,294	Level B \$58,710	W
Level C \$60,692	Level C \$60,692	V
Level D \$63,280	Level D \$63,280	V
Level E \$65,914	Level E \$65,914	V
CAO Grade 5	RC Grade 5	
Level A \$66,523	Level A \$69,067	X
Level B \$69,067	Level A \$69,067	V
Level C \$72,199	Level B \$72,199	V
Level D \$74,691	Level C \$74,691	V
Level E \$76,949	Level D \$77,275	X
	Level E \$80,026	Y
Managerial Grade 1	RC Grade 6	
Level A \$78,991	Level A \$83,064	X
Level B \$81,026	Level A \$83,064	X
Level C \$83,064	Level A \$83,064	V
Level D \$85,098	Level B \$85,098	V
Level E \$87,133	Level C \$87,517	X
	Level D \$89,937	Y
	Level E \$92,360	Y
Managerial Grade 2	RC Grade 7	
Level A \$87,850	Level A \$93,775	X
Level B \$89,825	Level A \$93,775	X
Level C \$91,800	Level A \$93,775	X
Level D \$93,775	Level A \$93,775	V
Level E \$95,751	Level B \$96,156	W

	Level C	\$98,549	Y	
	Level D	\$100,955	Y	
	Level E	\$103,410	Y	
Managerial Grade 3	Managerial Grade 3			
Level A	\$96,684	Level A	\$96,684	V
Level B	\$101,100	Level B	\$101,100	V
Level C	\$105,519	Level C	\$105,519	V
Level D	\$109,943	Level D	\$109,943	V
Level E	\$114,360	Level E	\$114,360	V
Managerial Grade 4	Managerial Grade 4			
Level A	\$102,796	Level A	\$102,796	V
Level B	\$109,988	Level B	\$109,988	V
Level C	\$117,366	Level C	\$117,366	V
Level D	\$124,639	Level D	\$124,639	V
Level E	\$131,938	Level E	\$131,938	V
Managerial Grade 5	Managerial Grade 5			
Level A	\$118,064	Level A	\$118,064	V
Level B	\$124,799	Level B	\$124,799	V
Level C	\$131,721	Level C	\$131,721	V
Level D	\$138,548	Level D	\$138,548	V
Level E	\$145,373	Level E	\$145,373	V

9.4.1 Transitional / Progressional Code for transferring Employees in SRA Classification Structures / positions onto RailCorp Classification Structure

- V. Employees transfer across on existing rate of pay and will be eligible to progress to next incremental level subject to the outcome of their current performance review under their existing Classification Structure. Employees will thereafter, subject to satisfactory performance and service, be eligible to annually progress through the incremental levels within their grade.
- W. Employees transfer across to the new rate of pay at their existing incremental level and will be eligible to progress to next incremental level subject to the outcome of their current performance review under their existing Classification Structure. Employees will thereafter, subject to satisfactory performance and service, be eligible to annually progress through the incremental levels within their grade.
- X. Employees transfer across to the new rate of pay at the appropriate incremental level and subject to the outcome of their current Performance Development Scheme under their existing Classification Structure, will be eligible to progress to the next incremental level within their grade on the anniversary of the implementation of the new Classification Structure. Employees will thereafter, subject to a satisfactory Performance Development Scheme, be eligible to annually progress through the incremental levels within their grade.
- Y. Employees transfer across to the new rate of pay at the maximum incremental level and will complete their annual Performance Development Scheme on the anniversary of their transition onto the new Classification Structure.

TABLE 5

TRANSITIONAL ARRANGEMENTS FOR TRANSFERRING EMPLOYEES IN SRA CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE		
SRA Salary	RailCorp Salary	Transitional / Progressional Code
IT Specialist Grade 1	RC Grade 3	

Level A	\$47,881	Level A	\$49,624	X
Level B	\$49,624	Level A	\$49,624	V
Level C	\$51,197	Level B	\$51,197	V
Level D	\$52,333	Level C	\$52,333	V
Level E	\$53,830	Level D	\$53,830	V
		Level E	\$55,176	Y
IT Specialist Grade 2		RC Grade 4		
Level A	\$55,793	Level A	\$56,843	W
Level B	\$58,294	Level B	\$58,710	W
Level C	\$60,692	Level C	\$60,692	V
Level D	\$63,280	Level D	\$63,280	V
Level E	\$65,925*	Level E	\$65,914	V
IT Specialist Grade 3		RC Grade 5		
Level A	\$66,523	Level A	\$69,067	X
Level B	\$69,067	Level A	\$69,067	V
Level C	\$72,199	Level B	\$72,199	V
Level D	\$74,691	Level C	\$74,691	V
Level E	\$76,949	Level D	\$77,275	X
		Level E	\$80,026	Y
IT Specialist Grade 4		RC Grade 6		
Level A	\$78,991	Level A	\$83,064	X
Level B	\$81,026	Level A	\$83,064	X
Level C	\$83,064	Level A	\$83,064	V
Level D	\$85,098	Level B	\$85,098	V
Level E	\$87,133	Level C	\$87,517	X
		Level D	\$89,937	Y
		Level E	\$92,360	Y
IT Specialist Grade 5		RC Grade 7		
Level A	\$87,850	Level A	\$93,775	X
Level B	\$89,825	Level A	\$93,775	X
Level C	\$91,800	Level A	\$93,775	X
Level D	\$93,775	Level A	\$93,775	V
Level E	\$95,751	Level B	\$96,156	W
		Level C	\$98,549	Y
		Level D	\$100,955	Y
		Level E	\$103,410	Y
IT Specialist Grade 6		Managerial Grade 3		
Level A	\$96,684	Level A	\$96,684	V
Level B	\$101,100	Level B	\$101,100	V
Level C	\$105,519	Level C	\$105,519	V
Level D	\$109,943	Level D	\$109,943	V
Level E	\$114,360	Level E	\$114,360	V

- 9.4.2 Employees who are currently being paid the IT Specialist 2E rate of pay of \$65,925 will, in transitioning across to RailCorp Grade 4E, continue to be paid at the rate of \$65,925 pa.
- 9.4.3 Positions at former SRA IT Specialist Grade 6 will, when created or as existing positions fall vacant, be covered under individual contractual arrangements.
- 9.4.4 Existing Employees who have been substantively appointed to positions at IT Specialist Grade 6 may elect to take up a contractual arrangement or retain their existing employment conditions, and translate across onto the RailCorp Classification Structure.

9.4.5 Those existing individual employees at IT Specialist Grade 6 who elect to remain under existing conditions will retain those conditions until they take promotion or elect to transfer to contract employment.

9.5 Transitional arrangements for Employees transferring from the former RIC Classification Structures into the RailCorp Classification Structure

9.5.1 Using the formula outlined hereunder, Employees’ existing ATP rates of pay will be formulated as a base / unloaded rate of pay, which will be used to determine the incremental level which the Employee will transition across onto under the new RailCorp Classification Structure.

Conversion of TRP to Base Pay

ATP rates of pay will be converted to base pay based on the following criteria:-

- Deduct SGC which is the difference between the TRP and TRP x 0.917431;
- Deduct annual leave loading which is the product of the TRP x 0.013462;
- Deduct \$2,281 which represents the industry allowance;
- Increase the ensuing annual rate to compensate for RailCorp’s base hour formula, by dividing the ensuing annual rate by 1976 and then multiplying the result by 1982.7856.

The resultant annual rate (base pay) is the basis for translation to the RailCorp Classification Structure.

9.5.2 Employees on former RIC ATP rates who, as a result of clause 9.5.1, are paid below the minimum graded salary point will translate to the minimum rate of the appropriate RailCorp Classification Structure grade.

9.5.3 Employees on former RIC ATP rates who, as a result of clause 9.5.1, are paid a remuneration level between grade pay points will transfer to the next highest incremental point of the RailCorp Classification Structure grade.

9.5.4 Employees on former RIC ATP rates who, as a result of clause 9.5.1, translate across onto an incremental level which is below the maximum incremental level in the relevant grade, will have access to annual incremental progression (up to the maximum for the grade) based on the Performance Development Scheme referred to in clause 10 of this Agreement.

9.6 Transitional arrangements for Employees transferring from the former RIC Classification Structures into the RailCorp Classification Structure are set out in Table 6:

TABLE 6

TRANSITIONAL ARRANGEMENTS FOR TRANSFERRING EMPLOYEES IN RIC CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE		
Base Salary Range	RailCorp Salary	Transitional / Progressional Code
ATP Level 1	RC Grade 1	
< \$35,376	Level A \$35,375	Z
\$35,376 - \$36,140	Level B \$36,140	Z
\$36,141 - \$36,970	Level C \$36,970	Z
\$36,971 - \$37,711	Level D \$37,711	Z
\$37,712 - \$38,430	Level E \$38,430	Y
ATP Levels 2 & 3	RC Grade 2	
< \$41,318	Level A \$41,317	Z

\$41,318 - \$42,775	Level B	\$42,775	Z
\$42,776 - \$44,051	Level C	\$44,051	Z
\$44,052 - \$45,540	Level D	\$45,540	Z
\$45,541 - \$47,644	Level E	\$47,644	Y
ATP Levels 4 & 5	RC Grade 3		
< \$49,625	Level A	\$49,624	Z
\$49,625 - \$51,197	Level B	\$51,197	Z
\$51,198 - \$52,333	Level C	\$52,333	Z
\$52,334 - \$53,830	Level D	\$53,830	Z
\$53,831 - \$55,176	Level E	\$55,176	Y
ATP Level 6	RC Grade 4		
< \$56,844	Level A	\$56,843	Z
\$56,844 - \$58,710	Level B	\$58,710	Z
\$58,711 - \$60,692	Level C	\$60,692	Z
\$60,693 - \$63,280	Level D	\$63,280	Z
\$63,281 - \$65,914	Level E	\$65,914	Y
ATP Levels 7 & 8	RC Grade 5		
< 69,068	Level A	\$69,067	Z
\$69,068 - \$72,199	Level B	\$72,199	Z
\$72,200 - \$74,691	Level C	\$74,691	Z
\$74,692 - \$77,275	Level D	\$77,275	Z
\$77,276 - \$80,026	Level E	\$80,026	Y
ATP Level 9	RC Grade 6		
< \$83,065	Level A	\$83,064	Z
\$83,065 - \$85,098	Level B	\$85,098	Z
\$85,099 - \$87,517	Level C	\$87,517	Z
\$87,518 - \$89,937	Level D	\$89,937	Z
\$89,938 - \$92,360	Level E	\$92,360	Y
ATP Level 10	RC Grade 7		
< 93,776	Level A	\$93,775	Z
\$93,776 - \$96,156	Level B	\$96,156	Z
\$96,157 - \$98,549	Level C	\$98,549	Z
\$98,550 - \$100,955	Level D	\$100,955	Z
\$100,956 - \$103,410	Level E	\$103,410	Y

Transitional / Progressional Code

- Y. Employees transfer across to the new rate of pay at the maximum incremental level and will complete their annual Performance Development Scheme on the anniversary of their transition onto the new Classification Structure.
- Z. Employees will be eligible to progress to the next incremental level within each grade, on the anniversary of the implementation of the new Classification Structure, subject to the outcome of an Annual Performance Review. Former RIC ATP Employees currently paid remuneration above the relevant RailCorp grade
- (a) To confirm the grading of the position in the RailCorp Classification Structure, a RailCorp job evaluation process will evaluate the current approved Position Description.
 - (b) If the job evaluation identifies that a position should be classified in the RailCorp Classification Structure at a higher grade, the Employee will translate to the new grade and the appropriate remuneration level within the grade.
 - (c) If the review identifies that a position should be classified in the RailCorp Classification Structure at an equivalent grade (i.e. the Employee's remuneration is above the grade

pay points), the Employee will retain the existing remuneration rate (subject to clause 9.5.1) and continue to receive future EA increases.

9.7 An Employee may transfer onto the RailCorp Classification Structure with a higher substantive rate of pay than the salary range for the position within the RailCorp Classification Structure, and in so doing:

- (a) will continue to be paid that higher rate of pay by way of a personal salary whilst ever they are employed in a position that has been classified and graded at that level in the Structure,
- (b) will continue to receive increases in rates of pay under future Enterprise Agreements;
- (c) will retain their existing personal salary and transitional grade for promotion and redeployment purposes; and
- (c) may request a job evaluation be undertaken for their position. In the event that the job evaluation results in an increase in the grading of the Employee's position, the Employee will, based on their existing rate of pay, be placed in the regraded position at the appropriate increment in the new grade.

10. RailCorp Classification Structure Performance Development Scheme

10.1 RailCorp Grades 1 to 5

- (a) Each employee is to have a performance development program in place.
- (b) Annual incremental progression within each Grade will be subject to the employee's performance and service being deemed as satisfactory over the previous twelve months.
- (c) The employee's annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.
- (d) Where the employee's performance and / or service are not deemed 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 their General Manager, Human Resources if they wished to contest that decision. Should the decision / determination of the General Manager, Human Resources 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.
- (e) Employees can only progress one incremental level each year.
- (f) Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

10.2 RailCorp Grades 6 and 7

- (a) 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.
- (b) Annual incremental progression within each of these two Grades will be subject to the employee having satisfactorily achieved the performance plan.
- (c) Employees will meet with their Manager / Supervisor 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.

- (d) The employees’ annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.
- (e) Where the employee is deemed not satisfactory against their performance plan, 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 their General Manager Human Resources if they wished to contest that decision. Should the decision/ determination of the General Manager, Human Resources 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.
- (f) Employees can only progress one incremental level each year.
- (g) Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

11. Appointment and Promotion

- 11.1 Existing employees will transition to the new RailCorp Classification Structure in accordance with the provisions of the Tables set out above.
- 11.2 Employees who are promoted after the implementation of the RailCorp Classification Structure will be eligible to progress to the next incremental step within that grade on the anniversary of their date of promotion.
- 11.3 New Employees will be eligible to progress to the next incremental step on the anniversary of the date of their employment in RailCorp.

12. Conversion of ATP Rates of Pay to Base Rates of Pay

12.1 In transitioning across onto the RailCorp Classification Structure the following adjustments will be made to the rates of pay of employees paid rolled up rates of pay under the RIC ATP Classification Structure in order to adjust their rate of pay to a base rate of pay that will be used to determine the rate of pay that will be used for transferring those Employees onto the RailCorp Classification Structure.

- (a) Individual employees ATP rates of pay will be converted to Base Rates of Pay by removing Industry Allowance, Holiday Loading and Superannuation components
- (b) These employees’ rates will then be increased by \$64.00, i.e. as a result of their Industry Allowance being increased from \$2281 pa to \$2345 pa
- (c) These employees’ rates of pay will be subject to a once only increase, to compensate them for changing to the standard RailCorp payroll calculation formula, which is set out hereunder:

$$\frac{\text{Annual Base Salary}}{365.25} \times \frac{14}{76}$$

12.2 Annual Leave Loading / Superannuation

For the purposes of this clause former RIC TRP employees will have their base pay / salary determined by removing the 9% SGC component and the annual leave loading up to a maximum of \$1,325 from their TRP at time of certification of the Agreement.

- (a) Annual Leave Loading
 - (i) annual leave loading will be paid on a pro rata basis when Employees take their annual leave;

- (ii) the annual leave loading payment is capped at \$1,325 per annum for employees whose base salary, comprising of base pay and industry allowance is \$98,743 per annum.

(b) **Superannuation**

- (i) the Superannuation Guarantee Charge calculation will be based on base salary comprising of base pay and industry allowance;
- (ii) an employees' superannuation deduction(s) as a result of the base pay determination will be no less than that which previously formed part of the employee's TRP;
- (iii) in instances where the payment is higher than the calculated SGC amount, the higher amount will be absorbed by subsequent increases in rates of pay due to an employee as a result of either progression or promotion;
- (iv) salaries notified to SASS will now include:-
- base salary as at 31 December each year
 - Acting Higher Grade Allowance where 12 months or greater has been worked and paid for
 - Shift Work Loading—20% for designated shift workers
 - Shift Work Loadings as follows for intermittent shift workers:-
 - 10% for 105 to 156 days worked attracting shift penalty
 - 15% for 157 to 208 days and
 - 20% for greater than 208 days

13. Other Conditions of Employment

13.1 First Aid Allowance

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 of \$2.30 per shift.

13.2 Higher Duties

Employees required to perform the duties of a higher graded position will be entitled to be paid the minimum rate of pay for the higher graded position, subject to the following:

- (a) Where the duties are performed for more than 5 continuous days they will be paid the higher rate of pay for the period of performing the higher duties.
- (b) Where an Employee has performed the duties in a particular higher graded position for more than 20 days in a year, they will be paid the higher rate for each day (after 20), the higher duties are performed.

13.3 Shiftwork

- (a) Employees employed under shiftwork arrangements will be paid the following hourly rates:

- | | |
|-------------------------|------------------------|
| 1. <i>Early morning</i> | <i>\$2.69 per hour</i> |
| 2. <i>Afternoon</i> | <i>\$2.69 per hour</i> |

3. *Night*

\$3.17 per hour

- (b) Salaried Tradespersons will be paid a 15% loading for all ordinary hours worked on a shift.

13.4 **Variations to Normal Daily Hours Arrangements**

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.

13.5 **On Call Allowance**

- (a) Employees will be entitled to be paid an On Call Allowance of \$19.00 per rostered day or shift, and \$28.50 when on call for a non-rostered day or shift.
- (b) Payment of On Call Allowance will be subject to a salary cap at RC5E (\$82,370.00).

13.4 **Overtime**

Payment of Overtime will be subject to a salary cap at RC5E (\$82,370).

13.5 **Travelling Time / Excess Travelling time**

- (a) Payment of Travelling Time and Excess Travelling Time will be subject to a salary cap at RC5E (\$82,370).
- (b) Payment of Travelling Time for Employees who work less than 76 hours per fortnight, will be subject to a salary cap at RC4E (\$68,259) until their total hours for the fortnight exceed 76.

14. Position Reviews for SRA Professional Officers / Engineers

- 14.1 RailCorp will undertake a review of the Positions Descriptions within Rollingstock Division ("PD Review Phase 1").
- 14.2 Upon the completion of the PD Review Phase 1, positions falling within the scope of Phase 1 will be subject to a re-evaluation.
- 14.3 RailCorp will also undertake a review of the Position Descriptions of all other Professional Officer and Professional Engineer positions, covered under the former *SRA Professional Officer and Professional Engineers Functional Agreement* ("SRA Professional Officers / Engineers Functional Agreement") and which are not part of Rollingstock Division ("PD Review Phase 2"). The review and transitional arrangements for employees falling within this clause are set out in clause 14.6.
- 14.4 Upon the completion of the PD Review Phase 2, positions falling within the scope of Phase 2 will be subject to a re-evaluation.
- 14.5 The Parties will make all reasonable efforts to ensure that PD Review Phase 1 and Phase 2 and the re-evaluation process will be completed within a period of four months from the date that CSA 2008 comes into effect.
- 14.6 Review / Transitional Arrangements for employees who are covered by the former SRA Professional Officers / Engineers Functional Agreement and subject to PD Review Phase 2:
 - (a) Where, as a result of the review:
 - (i) the employee's position description remains unchanged; and
 - (ii) the evaluation of that position remains unchanged,

the employee will retain, on a personal basis, their right of incremental progression through the salary range of the grade in their existing Professional Officer / Engineer Classification Structure (appearing, for convenience, at the end of this clause).

(b) Where, as a result of the review:

- (i) the employee's position description remains unchanged, and
- (ii) the position is evaluated upwards,

the employee will be directly appointed into the higher graded position in the RailCorp Classification Structure.

(c) Where, as a result of the review:

- (i) the position description is changed; and
- (ii) the position is evaluated upwards

the newly created position will be advertised through an Expression of Interest process from employees who are currently employed in positions covered by the SRA Professional Officers / Engineers Functional Agreement.

(d) Where, as a result of the review:

- (i) a Senior Professional Officer / Engineer's Level 2 position description is changed; and
- (ii) the revised position description is evaluated at the equivalent of ML3,

then the employee will be directly appointed at the ML3 grade and will be afforded the same grandparenting provisions that will apply to other employees who are currently appointed to positions at ML3 (see clause 8).

(e) Where, as a result of the review, a Senior Professional Officer / Engineer's Level 2 position is:

- (i) unchanged and is graded at the equivalent of ML4 / RL12 or ML5 / RL13, the incumbent will have the option of being directly appointed to the position under a contractual arrangement. If the employee does not want to take up a position under a contractual arrangement then the employee will be dealt with in accordance with RailCorp's redeployment policy; or
- (ii) changed and is graded at the equivalent of ML3/RL11, ML4 / RL12 or ML5 / RL13, and the incumbent is successful in securing the position through the Expression of Interest process, then the employee will be required to take up the appointment in the higher graded position under a contractual arrangement.

15. Australian Fair Pay and Conditions Standard

Employees are entitled to the standard minimum entitlements provided by the Workplace Relations Act 1996 ("WR Act") as amended from time to time.

16. Grievance Procedure

All individual grievances or concerns arising out of the implementation of the RailCorp Classification Structure will be addressed through the Grievance Procedure established under Clause 6.1 of the Memorandum of Agreement. For ease of reference, that Procedure is as follows:

- 6.1 All individual grievances or concerns arising out of the implementation of the RailCorp Classification Structure will be addressed through this Grievance Procedure.
- 6.2 Where an individual grievance or concern covered by the Grievance Policy, that grievance or concern is excluded from the Dispute Resolution clause of CSA 2008. No grievance or concern covered by the Grievance Policy is to be the subject of any dispute resolution process under CAS 2008 other than under that Grievance Policy.
- 6.3 Without limiting the issues that can arise out of the implementation of the RailCorp Classification Structure, the following are examples of matters that can be addressed:
- An Employee's rate of pay in transitioning onto the RailCorp Classification Structure.
 - An Employee's conditions of employment in transitioning across onto the RailCorp Classification Structure.
 - New calculations, for example, Annual Leave Loading, Superannuation.
 - Determination of an Employee's base pay.
 - An Employee's progression under the RailCorp Classification Structure.
 - Reviewing a classification or position for possible inclusion in the RailCorp Classification Structure.
- 6.4 Notwithstanding the above, the following issues are not covered by this Grievance Process:
- The existing arrangement which allows individual Employees to seek to have their position evaluated—such outcomes will continue to be dealt with in accordance with established practice.
- 6.5 Any individual grievance or concern arising out of the implementation of the RailCorp Classification Structure is to be raised with the relevant General Manager Human Resources.
- 6.6 The General Manager Human Resources or their nominee will:
- formally acknowledge the grievance
 - review the grievance
 - make a recommendation to resolve the issue as soon as practicable but no later than four weeks after receipt, or give an interim response and refer the matter in accordance with this Clause 6.
- 6.7 If the issue remains unresolved, it is to be referred to the Group General Manager Human Resources.
- 6.8 The Group General Manager Human Resources will review the grievance and make a decision in order to determine the issue as soon as practicable, but no later than a further four weeks.
- 6.9 The intention of this process is to have any grievance within eight weeks. Any decision to vary the original determination is to be backdated to the date of the Employee's transition into the RailCorp Classification Structure.
- 6.10 Should the Grievance Procedure fail to resolve a concern, the employee, RailCorp or the relevant Rail Union may request the AIRC to make a recommendation. The parties agree to accept the recommendation of the AIRC. The determination of the AIRC is final.
- 6.11 At any stage of the Grievance Procedure, an employee is entitled to be represented by a person or organisation of their choice.

17. Dispute Resolution

- 17.1 This Dispute Settlement Procedure (DSP) provides a fair, timely and mutually binding process for preventing, minimising and resolving any disputes under this Agreement that arise between the parties to the Agreement. Wherever possible, matters will be resolved by direct consultation and negotiation at the workplace.
- 17.2 It is the parties' objective to avoid any interruption to services and the performance of work.

- 17.3 At any stage in the process, a party may elect to be represented by any person or organisation of their choice.
- 17.4 If the dispute relates to a reasonable concern about an imminent risk to health or safety of an Employee, the relevant Employee will perform other available work within their skill and competence without loss of pay while the dispute is being resolved.
- 17.5 Except as provided in clause 6 of the Memorandum of Agreement, all disputes will be resolved through the steps outlined below.

STEP 1: Any dispute or issue that is likely to cause conflict will initially be raised directly with the local supervisor/manager.

The local supervisor/manager will provide a written response to the person raising the dispute within 48 hours, advising what action will be taken.

STEP 2: If the matter is not resolved, it will be referred to a higher level of local management and the local Union delegate. The local manager will provide a written response within 48 hours of becoming aware of the problem.

STEP 3: If the issue is not resolved locally, arrangements will be made within 48 hours for a Union Official to discuss the matter with higher line management or their representatives, together with Industrial Relations or Human Resource representatives as appropriate.

STEP 4: If the dispute remains unresolved, or if it does not relate to a local issue, the matter will be discussed between the appropriate Industrial Relations Manager or their nominee and a nominated Union Official. Appropriate action will be taken to reach agreement within 48 hours.

STEP 5: If the issue still remains unresolved, each party will advise their respective positions in writing. Negotiations will be held between senior officials of the union, the Chief Executive or their nominee and a conclusion will be reached within 48 hours. The matter may be referred to Unions NSW for resolution of the dispute by either party to the dispute.

If the dispute continues to remain unresolved, the parties may agree to refer the matter to a member of the Australian Industrial Relations Commission for assistance, including conciliation.

STEP 6: In addition to Step 5, if conciliation fails to resolve a dispute, the Australian Industrial Relations Commission may arbitrate over the matter, provided that arbitration is limited to disputes that involve the interpretation, application or process of implementation of a term or the terms of this Agreement.

- 17.6 Subject to their legal rights of appeal, the parties agree to be bound by any outcome imposed by the Commission.
- 17.7 The parties may agree to extend the timeframes in Steps 3 to 5 if that will assist in the resolution of the dispute. Agreement to do so will be confirmed in writing.
- 17.8 In the interests of accelerating the dispute resolution process, some of the steps may be avoided by mutual agreement, allowing the parties to seek the assistance of the appropriate Panel member of the AIRC at an earlier stage.
- 17.9 If it is decided to refer the matter to the Australian Industrial Relations Commission, the referral must take place within 72 hours of completing Step 5. A copy of the notification must be forwarded to all relevant parties.
- 17.10 The status quo will be maintained while the dispute resolution process is being followed. For this purpose “status quo” means the arrangements in place immediately prior to the change that gave rise to the dispute.
- 17.11 Nothing in this DSP prevents any party from entering into direct negotiations at any stage.

- 17.12 The timeframes outlined in Steps 1 to 5 and in 10.9 exclude weekends and public holidays.
- 17.13 Where RailCorp is in dispute with a union or matters have failed to be resolved via Consultation, the parties will follow the procedures set out herein.

18. Continuity of Employment

- 18.1 Nothing in this Agreement affects continuity of employment, and any employee entering a new Contract of Employment as a result of transition under this Agreement will not have their continuity of employment affected by that transition or by entering that Contract.

Signatures

Date	
Signed for and on behalf of the RAIL CORPORATION, NEW SOUTH WALES	
	Chief Executive Rail Corporation New South Wales
Signed for and on behalf of the ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS & MANAGERS, AUSTRALIA	
Signed for and on behalf of the AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL & SERVICES UNION	
Signed for and on behalf of the COMMUNICATIONS, ELECTRICAL, ELECTRONIC ENERGY, INFORMATION, POSTAL, PLUMBING & ALLIED SERVICES UNION OF AUSTRALIA	
Signed for and on behalf of the AUSTRALIAN RAIL, TRAM & BUS INDUSTRY UNION	
Signed for and on behalf of the AUSTRALIAN WORKERS UNION	

**ANNEXURE A—COVERAGE UNDER
NEW RAILCORP CLASSIFICATION STRUCTURE**

1. RIC Classification Structures

- A. Employees covered under the following section(s) of the RIC 2002 Enterprise Agreement will transition across onto the new Classification Structure.
- Section 4 ATP—*Except for Employees subject to continuous shiftwork arrangements namely Technical Specialists, including Mechanical Technical Specialists, Network Controllers, Infrastructure Controllers and Shift Managers, Botany Bay / Cooks River.*

2. SRA Classification Structures

- A. Employees covered under Classification Structures included in the SRA Functional Agreements listed hereunder will transition across onto the new Classification Structure.
- Managerial Functional Agreement—2000
 - Information Technology Functional Agreement—2000
 - Clerical and Admin Staff Functional Agreement 1999
 - Clerical and Admin Staff Functional Agreement Variation 2000
 - Train Crew Scheduling Rostering and Assignment Functional Agreement 2000
 - Professional Officers Functional Agreement 2000
 - Employees formerly covered under the Australian Rail Training Functional Agreement 2000 who are now covered under Clerical & Admin Staff Functional Agreement(s) 1999/2000.

SCHEDULE 2D - POSITION REVIEWS FOR SRA PROFESSIONAL OFFICERS / ENGINEERS

RailCorp will undertake a review of the Positions Descriptions within Rollingstock Division (“PD Review Phase 1”).

Upon the completion of the PD Review Phase 1, positions falling within the scope of Phase 1 will be subject to a re-evaluation.

RailCorp will also undertake a review of the Position Descriptions of all other Professional Officer and Professional Engineer positions, covered under the former *SRA Professional Officer and Professional Engineers Functional Agreement* (“SRA Professional Officers / Engineers Functional Agreement”) and which are not part of Rollingstock Division (“PD Review Phase 2”). The review and transitional arrangements for employees falling within this clause are set out in clause 14.6.

Upon the completion of the PD Review Phase 2, positions falling within the scope of Phase 2 will be subject to a re-evaluation.

The Parties will make all reasonable efforts to ensure that PD Review Phase 1 and Phase 2 and the re-evaluation process will be completed within a period of four months from the date that CSA 2008 comes into effect.

Review / Transitional Arrangements for employees who are covered by the former SRA Professional Officers / Engineers Functional Agreement and subject to PD Review Phase 2:

Where, as a result of the review:

the employee’s position description remains unchanged; and

the evaluation of that position remains unchanged,

the employee will retain, on a personal basis, their right of incremental progression through the salary range of the grade in their existing Professional Officer / Engineer Classification Structure (appearing, for convenience, at the end of this clause).

Where, as a result of the review:

the employee’s position description remains unchanged, and

the position is evaluated upwards,

the employee will be directly appointed into the higher graded position in the RailCorp Classification Structure.

Where, as a result of the review:

the position description is changed; and

the position is evaluated upwards

the newly created position will be advertised through an Expression of Interest process from employees who are currently employed in positions covered by the SRA Professional Officers / Engineers Functional Agreement.

Where, as a result of the review:

a Senior Professional Officer / Engineer’s Level 2 position description is changed; and

the revised position description is evaluated at the equivalent of ML3,

then the employee will be directly appointed at the ML3 grade and will be afforded the same grandparenting provisions that will apply to other employees who are currently appointed to positions at ML3 (see clause 8).

Where, as a result of the review, a Senior Professional Officer / Engineer's Level 2 position is:

unchanged and is graded at the equivalent of ML4 / RL12 or ML5 / RL13, the incumbent will have the option of being directly appointed to the position under a contractual arrangement. If the employee does not want to take up a position under a contractual arrangement then the employee will be dealt with in accordance with RailCorp's redeployment policy; or

changed and is graded at the equivalent of ML3/RL11, ML4 / RL12 or ML5 / RL13, and the incumbent is successful in securing the position through the Expression of Interest process, then the employee will be required to take up the appointment in the higher graded position under a contractual arrangement.

An employee who is not a Rolling Stock employee where as a result of a position description review the position description of the position to which they are appointed remains unchanged and the evaluation of that position remains unchanged the employee will retain on a personal basis their right of incremental progression through the salary range of the PO/PE grade.

Former SRA Classifications SCHEDULE 2E (Continued)	April 2010		April 2011		April 2012		April 2013	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Prof. Officers 1(b) A	\$64,157	\$66,794	\$66,402	\$69,132	\$68,726	\$71,551	\$71,131	\$74,056
Prof. Officers 1(b) B	\$67,473	\$70,110	\$69,835	\$72,565	\$72,279	\$75,104	\$74,809	\$77,734
Prof. Officers 1(b) C	\$71,262	\$73,899	\$73,756	\$76,486	\$76,337	\$79,162	\$79,009	\$81,934
Prof. Officers 1(b) D	\$74,642	\$77,279	\$77,254	\$79,984	\$79,958	\$82,783	\$82,757	\$85,682
Prof. Officers 1(b) E	\$79,752	\$82,389	\$82,543	\$85,273	\$85,432	\$88,257	\$88,422	\$91,347
Prof. Officers 2 A	\$81,633	\$84,270	\$84,490	\$87,220	\$87,447	\$90,272	\$90,508	\$93,433
Prof. Officers 2 B	\$83,882	\$86,519	\$86,818	\$89,548	\$89,857	\$92,682	\$93,002	\$95,927
Prof. Officers 2 C	\$86,549	\$89,186	\$89,578	\$92,308	\$92,713	\$95,538	\$95,958	\$98,883
Prof. Officers 2 D	\$90,465	\$93,102	\$93,631	\$96,361	\$96,908	\$99,733	\$100,300	\$103,225
Prof. Officers 2 E	\$92,655	\$95,292	\$95,898	\$98,628	\$99,254	\$102,079	\$102,728	\$105,653
Snr Prof. Officers 1A	\$93,475	\$96,112	\$96,747	\$99,477	\$100,133	\$102,958	\$103,638	\$106,563
Snr Prof. Officers 1B	\$97,096	\$99,733	\$100,494	\$103,224	\$104,011	\$106,836	\$107,651	\$110,576
Snr Prof. Officers 1C	\$100,720	\$103,357	\$104,245	\$106,975	\$107,894	\$110,719	\$111,670	\$114,595
Snr Prof. Officers 1D	\$104,384	\$107,021	\$108,037	\$110,767	\$111,818	\$114,643	\$115,732	\$118,657
Snr Prof. Officers 1E	\$108,048	\$110,685	\$111,830	\$114,560	\$115,744	\$118,569	\$119,795	\$122,720
Snr Prof. Officers 2 A	\$108,757	\$111,394	\$112,563	\$115,293	\$116,503	\$119,328	\$120,581	\$123,506
Snr Prof. Officers 2 B	\$112,802	\$115,439	\$116,750	\$119,480	\$120,836	\$123,661	\$125,065	\$127,990
Snr Prof. Officers 2 C	\$116,845	\$119,482	\$120,935	\$123,665	\$125,168	\$127,993	\$129,549	\$132,474
Snr Prof. Officers 2 D	\$120,509	\$123,146	\$124,727	\$127,457	\$129,092	\$131,917	\$133,610	\$136,535
Snr Prof. Officers 2 E	\$124,173	\$126,810	\$128,519	\$131,249	\$133,017	\$135,842	\$137,673	\$140,598

SECTION 3 - WAGES MAINTENANCE GRADES

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94. APPLICATION OF SECTION 3

This Section 3 applies to those employees whose positions fall within the classifications in Schedule 3A.

95. DEFINITIONS

- 95.1. Metal Trades employee shall mean an Employee who, for the major portion of their daily work is engaged on metal work duties that without limitation include fitting, fitting and machining, turning or similar duties.
- 95.2. Electrical Trades employee shall mean an Employee who, for the major portion of their daily work is engaged on electrical work duties that without limitation include electrical fitting, electrical installation and or electrical maintenance or similar duties.
- 95.3. Coachmaking Trades employee shall mean an Employee who, for the major portion of their daily work is engaged on coachmaking duties that without limitation include Wages Maintenance Employees (Coachmaking).
- 95.4. Miscellaneous Maintenance employee shall mean an Employee who, for the major portion of their daily work is engaged on duties other than those undertaken by Metal Trades, Electrical Trades or Coachmaking Trades Employees.

96. ORDINARY HOURS OF WORK

- 96.1. Except where agreement is reached in accordance with Sub-clause 96.2, 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.
- 96.2. 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.
- 96.3. 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) occupational 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.

97. INTERVALS BETWEEN SHIFTS

- 97.1. 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 106 (Travelling Time) shall apply.
- 97.2. 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 97.1.

- 97.3. 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.
- 97.4. The penalties provided for in Sub-clauses 97.2 and 97.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 97.5. 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 102.

98. MEAL BREAKS

- 98.1. 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.
- 98.2. 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.
- 98.3. 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.

99. SUNDAY TIME

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

100. SHIFT WORK

100.1. Workshops

- (a) For Metal Trades and Miscellaneous Maintenance employees irrespective of work location:
- (b) "Night Shift" means a Shift where half or more than half of the ordinary Shift is worked between 1800 and 0600.
- (c) All ordinary hours worked on a Night Shift, other than on a public holiday:
- i. shall be paid at time and a quarter.
 - ii. if less than 5 consecutive night Shifts are worked, Employees shall be paid at time and a half, unless:
 - iii. they lose time of their own account;
 - iv. a full weeks work is completed in 4 Shifts;
 - v. they are booked off because of having worked overtime; and
 - vi. a public holiday occurs.
- (d) Overtime worked after the completion of a Night Shift shall be paid for at double-time.
- (e) Where a Night Shift occurs on a public holiday both Night Shift and public holiday rates are to be paid.

100.2. Equipment Examiners

All ordinary hours worked between 1800 and 0600 on days other than Saturday or Sunday shall be paid at time and a quarter.

100.3. For Electrical Trades, Miscellaneous Maintenance and Coachmaking Trades not covered by Clause 100.1

- (a) “Afternoon Shift” means a Shift in which ordinary time finishes at or between 1801 and 2400.
- (b) “Night Shift” means a Shift in which ordinary time finishes at or between 2400 and 0800.
- (c) Where Afternoon and Night Shifts are worked regularly, ordinary hours shall be paid at 15% extra for each shift worked.
- (d) Subject to Sub-clause 100.3(c), where Afternoon or Night Shifts are irregular:
 - i. If the Shifts are worked on 5 or less consecutive days ordinary hours shall be paid at the rate of time and a half for the first 4 hours and double time thereafter.
 - ii. On the 6th and subsequent consecutive days 15% more than ordinary rates shall be paid.

100.4. Other Employees

- (a) For Employees not covered by Sub-clause 100.1, 100.2 or 100.3:
 - i. “Afternoon Shift” means a Shift on which ordinary time commences before and concludes after 1800.
 - ii. “Night Shift” means a Shift on which ordinary time commences at or between 1800 and 0359.
 - iii. “Early Morning Shift” means a Shift on which ordinary time commences at or between 0400 and 0530.
- (b) For all hours paid at ordinary time rates on days other than a Saturday, Sunday or Public Holiday Employees shall be paid the allowance:
 - i. set out at item 2 of Schedule 3B for an Afternoon Shift;
 - ii. set out at item 3 of Schedule 3B for a Night Shift;
 - iii. 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.
- (c) 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 out set out at item 5 of Schedule 3B, provided that the loading is not payable on a Public Holiday or overtime Shift.

101. WORKING ON BOOK OFF DAY

- 101.1. 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.
- 101.2. 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.

102. OVERTIME

- 102.1. All time worked in excess of the hours prescribed within Clause 96 (Ordinary Hours of Work) shall be overtime.
- 102.2. 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.
- 102.3. 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.
- 102.4. Overtime worked at the conclusion of an extended Shift (as provided for within Sub-clause 96.3):
- (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.
- 102.5. 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.
- 102.6. 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.
- 102.7. 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.
- 102.8. Time worked and paid for under Clause 103 (Call Outs), which is not of 3 hours duration or more is not treated as overtime for the purposes of Sub-clause 102.5.
- 102.9. 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.
- 102.10. All overtime worked on a Sunday shall be payable at the rate of double-time.

103. CALL OUTS

- 103.1. Employees called out for emergency work after working hours shall be paid for not less than 4 hours at the appropriate penalty rate.
- 103.2. 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.

- 103.3. 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.
- 103.4. Payments made under this clause shall not be subject to any extra payment whatsoever under any other clause.

104. ON CALL ALLOWANCE

104.1. 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.

104.2. An Employee On Call shall be paid an allowance as out set out at item 6 of Schedule 3B for a night, as out set out at item 7 of Schedule 3B a day, or a total as out 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 103 (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.

105. EXCESS TRAVELLING TIME

- 105.1. 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.
- 105.2. Travel time is paid at ordinary time, except on Sundays when the rate will be time and one half.
- 105.3. Asset Maintenance Employees may be deployed as required by the Employer within their district without additional payment or allowances.

106. TRAVELLING TIME

- 106.1. 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.
- 106.2. 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.
- 106.3. 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.

- 106.4. Travel time is paid at ordinary time, except on Sundays when the rate shall be at time and one half.

107. TRAVELLING AND INCIDENTAL EXPENSES

- 107.1. 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 out set out at item 9 of Schedule 3B per day.

- 107.2. Where incomplete days are involved, reimbursement shall be calculated on a service entitlement basis as out set out at item 10 of Schedule 3B for:

- (a) Breakfast;
- (b) Lunch;
- (c) Dinner; or
- (d) Bed.

- 107.3. Employees working to a non-shiftwork roster shall receive the expenses in Sub-clause 107.1 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 out set out at item 12 of Schedule 3B per day.

- 107.4. Where incomplete days are involved, reimbursement shall be calculated on a 'service entitlement' basis as out set out at item 13 of Schedule 3B for:

- Breakfast;
- Lunch;
- Dinner; or
- Bed.

- 107.5. 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. |

- 107.6. 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 out 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.

- 107.7. 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.

- 107.8. 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 out set out at item 11 of Schedule 3B for each meal in excess of one.
- 107.9. 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 out set out at item 11 of Schedule 3B.
- 107.10. 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 out 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.

108. 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.

109. RIGHT TO DEDUCT PAY

- 109.1. 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.
- 109.2. The Employer shall issue Employees with written notification of the stand down.
- 109.3. Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.
- 109.4. 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.
- 109.5. 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.
- 109.6. 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.
- 109.7. Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.
- 109.8. 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.
- 109.9. 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.

110. ALLOWANCES

110.1. 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.

110.2. 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 out set out at item 15 of Schedule 3B per hour whilst so engaged subject to a minimum as out set out at item 15A of Schedule 3B per Shift.

110.3. 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 out set out at item 16 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 out set out at item 17 of Schedule 3B extra per Shift.

110.4. Tunnel Money

- (a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as out 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.

110.5. 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 out 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.

110.6. Other Allowances

- (a) Suburban Electric Services Tradespersons (including Leading Hands) and their assistants employed on maintenance work in Suburban Electric Services Depots shall be paid an allowance as out set out at item 20 of Schedule 3B per week for all the disabilities associated with their work.
- (b) Employees designated as mechanical or electrical equipment examiners shall be paid an allowance as out set out at item 21 of Schedule 3B per week.

110.7. Confined Space

- (a) An allowance as out 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.

110.8. 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.

111. HIGHER GRADE

- 111.1. 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.
- 111.2. 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.
- 111.3. 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.
- 111.4. 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.

112. RATES OF PAY, ALLOWANCES AND EXPENSES

- 112.1. Rates of pay are set out in Schedule 3A.
- 112.2. Allowances and expenses are contained in Schedule 3B.

Schedule 3A (Continued) Classification & Rates of Pay	April 2010		April 2011		April 2012		April 2013	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Machinist 2nd Class	\$751.45	\$802.00	\$777.75	\$830.05	\$804.95	\$859.10	\$833.10	\$889.15
Moulder's Assistant Foundry	\$711.15	\$761.70	\$736.05	\$788.35	\$761.80	\$815.95	\$788.45	\$844.50
Plumber Broadmeadow EO8	\$990.25	\$1,040.80	\$1,024.90	\$1,077.20	\$1,060.75	\$1,114.90	\$1,097.90	\$1,153.95
Plumber XPT EO8	\$990.25	\$1,040.80	\$1,024.90	\$1,077.20	\$1,060.75	\$1,114.90	\$1,097.90	\$1,153.95
Plate & Machine Moulder	\$761.35	\$811.90	\$788.00	\$840.30	\$815.60	\$869.75	\$844.15	\$900.20
*Rail Technician Level 1	\$1,130.90	\$1,181.45	\$1,170.50	\$1,222.80	\$1,211.45	\$1,265.60	\$1,253.85	\$1,309.90
*Rail Technician Level 2	\$1,181.75	\$1,232.30	\$1,223.10	\$1,275.40	\$1,265.90	\$1,320.05	\$1,310.20	\$1,366.25
*Rail Maintainer 2 Level 2	\$1,093.80	\$1,144.35	\$1,132.10	\$1,184.40	\$1,171.70	\$1,225.85	\$1,212.70	\$1,268.75
*Rail Maintainer 2 Level 1B	\$1,053.10	\$1,103.65	\$1,089.95	\$1,142.25	\$1,128.10	\$1,182.25	\$1,167.60	\$1,223.65
*Rail Maintainer 2 Level 1	\$1,027.25	\$1,077.80	\$1,063.20	\$1,115.50	\$1,100.40	\$1,154.55	\$1,138.90	\$1,194.95
*Rail Maintainer 1 Level 2	\$916.50	\$967.05	\$948.60	\$1,000.90	\$981.80	\$1,035.95	\$1,016.15	\$1,072.20
*Rail Maintainer 1 Level 1	\$866.20	\$916.75	\$896.50	\$948.80	\$927.90	\$982.05	\$960.40	\$1,016.45
<i>*Note – These rates are inclusive of datalogger allowance of \$29.55 per week and experienced trades allowance of \$21.30 per week per week as appropriate</i>								
Storeman Class 1	\$769.70	\$820.25	\$796.65	\$848.95	\$824.55	\$878.70	\$853.40	\$909.45
Storeperson XPT	\$812.45	\$863.00	\$840.90	\$893.20	\$870.35	\$924.50	\$900.80	\$956.85
Sewing Machinist	\$733.15	\$783.70	\$758.80	\$811.10	\$785.35	\$839.50	\$812.85	\$868.90
Truck Driver FMC	\$898.10	\$948.65	\$929.55	\$981.85	\$962.10	\$1,016.25	\$995.75	\$1,051.80
Truck Driver XPT	\$898.10	\$948.65	\$929.55	\$981.85	\$962.10	\$1,016.25	\$995.75	\$1,051.80

Schedule 3A (Continued)	April 2010		April 2011		April 2012		April 2013	
Classification & Rates of Pay	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Asset Maintenance								
Engineering Operator 9 Carpenter & Joiner Asset Management	\$1,086.30	\$1,136.84	\$1,124.30	\$1,176.60	\$1,163.65	\$1,217.80	\$1,204.40	\$1,260.45
Labourer Other Asset Management	\$694.10	\$744.64	\$718.40	\$770.70	\$743.55	\$797.70	\$769.55	\$825.60
Motor Lorry Driver 6-7 Tonnes	\$845.60	\$896.14	\$875.20	\$927.50	\$905.85	\$960.00	\$937.55	\$993.60
Rough Carpenter	\$733.15	\$783.69	\$758.80	\$811.10	\$785.35	\$839.50	\$812.85	\$868.90
Station Assistant 2 Asset Management	\$711.00	\$761.54	\$735.90	\$788.20	\$761.65	\$815.80	\$788.30	\$844.35

SCHEDULE 3B				
Allowances				
	April 2010	April 2011	April 2012	April 2013
Industry Allowance				
Item 1 Industry Allowance	\$50.55	\$52.30	\$54.15	\$56.05
Shift Work				
Item 2 Afternoon Shift	\$3.03	\$3.13	\$3.24	\$3.36
Item 3 Night Shift	\$3.57	\$3.69	\$3.82	\$3.96
Item 4 Early Morning Shift	\$3.03	\$3.13	\$3.24	\$3.36
Item 5 Additional loading	\$3.57	\$3.69	\$3.82	\$3.96
On Call				
Item 6 Ordinary on Call - Night	\$8.85	\$9.15	\$9.45	\$9.80
Item 7 Ordinary on Call - Day	\$13.20	\$13.65	\$14.15	\$14.65
Item 8 Ordinary on Call - Day & Night	\$22.05	\$22.80	\$23.60	\$24.45
Travelling and Incidental Expenses				
General				
Item 9 Rate per Day	\$157.90	\$163.45	\$169.15	\$175.05
Item 10 Per service entitlement	\$39.45	\$40.85	\$42.30	\$43.80
Item 11 per Meal/Overtime meal	\$15.85	\$16.40	\$16.95	\$17.55
Item 12 After 4 weeks per day	\$138.75	\$143.60	\$148.65	\$153.85
Item 13 per service entitlement	\$34.70	\$35.90	\$37.15	\$38.45
Item 14 Holiday Relief/Temp Trans (per week)	\$710.65	\$735.50	\$761.25	\$787.90
Item 15 Height (a) (per hour)	\$0.27	\$0.28	\$0.29	\$0.30
Item 15A Height (b) (per shift)	\$0.86	\$0.89	\$0.92	\$0.96
Item 16 Respirators Cartridge	\$1.91	\$1.98	\$2.05	\$2.12
Item 17 On line respirator (per hour)	\$2.28	\$2.36	\$2.44	\$2.53

Schedule 3B (Cont'd)				
Allowances (continued)				
	April 2010	April 2011	April 2012	April 2013
Item 18 Tunnel money	\$0.52	\$0.54	\$0.56	\$0.58
Item 19 Wet work (per hour)	\$0.42	\$0.43	\$0.45	\$0.46
Item 20 Suburban Elect Service Depots (per week)	\$14.90	\$15.40	\$15.95	\$16.50
Item 21 Elect. Equip. Examiner (per week)	\$9.85	\$10.20	\$10.55	\$10.90
Item 22 Confined Space (per hour)	\$0.64	\$0.66	\$0.68	\$0.70
Item 23 Dirty work (per hour)	\$0.87	\$0.90	\$0.94	\$0.97
Item 25 First Aid Allowance (per shift)	\$2.60	\$2.70	\$2.80	\$2.90
Item 26 OH First Aid Certificate (per shift)	\$3.75	\$3.90	\$4.05	\$4.20
Item 27 Experienced Trades Allowance (per week)	\$22.15	\$22.93	\$23.73	\$24.56
Item 28 Data Logger Allowance (per week)	\$30.75	\$31.85	\$32.95	\$34.10
Item 29 Trainer Assessor Allowance (per hour)	\$3.67	\$3.82	\$3.97	\$4.11
Item 30 Leading Hand Allowance (per week)	\$34.55	\$35.75	\$37.00	\$38.30
Item 31 Coaching Allowance (per hour)	\$1.37	\$1.42	\$1.47	\$1.52
Item 32 Tool Allowance (per week)	\$23.50	\$24.30	\$25.15	\$26.05

SECTION 4 -OPERATIONS

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113. 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.

114. DEFINITIONS AND INTERPRETATION

Accommodation means accommodation provided for Staff employed under this Agreement which has first been agreed between the parties to the Agreement.

Driver Suburban Electric Service means Drivers who are qualified and are rostered to drive suburban electric trains and/or parcel vans exclusively in the course of their normal duties on lines in the Sydney suburban electric area.

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 suburban and InterCity Drivers and Guards and CountryLink Drivers.

Waiting Time means idle time which must be paid for because the Employee cannot be booked off under the provisions of this Section.

Train Driver's Home Station means the regular place allotted to a Train Driver to sign on and off duty.

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.

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.

115. HOURS OF WORK

115.1. 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) occupational 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.

116. INTERVALS BETWEEN SHIFTS

116.1. 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).

116.2. 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.

116.3. 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.

116.4. 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.

116.5. 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 127 (Travelling Time) shall apply.

116.6. 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 116.5 or when performing duties which require 'double-back' Shifts with 8 hours off duty.

- 116.7. 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.
- 116.8. The penalties provided for in Sub-clauses 116.6 and 116.7 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 116.9. 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.
- 116.10. 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.
- 116.11. For the purpose of determining intervals between Shifts at the home stations of guards, travelling time shall be deemed time on duty.
- 116.12. CountryLink Drivers' minimum rest periods will be exclusive of travelling time.
- 116.13. The rostering of return working shall ensure that the CountryLink Driver will have not less than 7 hours rest period available at the rest accommodation.

117. MEAL BREAKS

- 117.1. For all Shifts that exceed 5 hours, Train Crew (other than 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) 20 minutes, if driving a suburban electric passenger service; or
 - (b) 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 131.6 (e) (Kilometrage payments).
- 117.2. CountryLink Drivers, who are due for a break at a turnaround location, will be provided a 20 minute meal break without deduction of pay.
- 117.3. 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.

118. SUNDAY TIME

- 118.1. 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.
- 118.2. Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

119. SHIFT WORK

- 119.1. For all Employees, other than 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.

119.2. For 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.

119.3. For all Operational Wages Employees, other than InterCity and Suburban 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.

119.4. For InterCity and Suburban 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.

120. GUARANTEED PAYMENT

120.1. 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.

- 120.2. 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.

- 120.3. 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.
- 120.4. 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.

121. WORKING ON BOOK OFF DAY

- 121.1. 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.
- 121.2. 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.
- 121.3. A book off day shall be of at least 24 hours duration (with the exception of Intercity and CountryLink Drivers who will retain the conditions outlined within the CityRail Drivers Rostering and Working Arrangements and CountryLink Drivers Rostering and Working Arrangements), 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.
- 121.4. 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.
- 121.5. 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.

122. LIMITS OF SHIFTS

- 122.1. Drivers of suburban electric services shall not be rostered to work more than 8 hour 33 minute Shifts inclusive of crib time. Train Drivers on other passenger services shall not be rostered on for more than 10 hours on a Shift.
- 122.2. 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.
- 122.3. 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.
- 122.4. 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.
- 122.5. Rosters in the Suburban Electric Service shall not consist of more than 4 ordinary Shifts per fortnight in excess of 193 kilometres and up to and including 217 kilometres. Two hundred and seventeen kilometres is the maximum distance which can be incorporated into Suburban Electrical Service rosters.
- 122.6. 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 CountryLink Drivers at their discretion may accept additional Shifts provided that occupational health and safety standards are not exceeded.
- 122.7. 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.
- 122.8. 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 28 (Hours of Work) .
- 122.9. 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.
- 122.10. 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.

123. BROKEN SHIFTS

- 123.1. 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.

- 123.2. 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.
- 123.3. 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.
- 123.4. 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.
- 123.5. 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.
- 123.6. 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.
- 123.7. This clause shall not apply to work provided for in Sub-clause 118.1 of Section 4 referring to Shifts of less than 4 hours duration.
- 123.8. Home stations include temporary home stations in the case of Employees temporarily transferred.

124. TIME ALLOWANCES

- 124.1. 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.
- 124.2. Where the times have been fixed, they shall remain in force so long as the duties and conditions remain unaltered.
- 124.3. 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.

125. OVERTIME

- 125.1. All time worked in excess of the hours prescribed within Clause 28 (Hours of Work) shall be overtime.
- 125.2. 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.
- 125.3. Overtime worked at the conclusion of an extended Shift (as provided for within Sub-clause 115):
- (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.

- 125.4. 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.
- 125.5. 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.
- 125.6. 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.
- 125.7. 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.
- 125.8. 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.
- 125.9. 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.
- 125.10. **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.
- 125.11. 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.
- 125.12. 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.
- 125.13. 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.
- 125.14. All time worked on a Sunday shall be payable at the rate of double time.
- 125.15. 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.

125.16. 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.

126. EXCESS TRAVELLING TIME

126.1. 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.

126.2. 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.

127. TRAVELLING TIME

127.1. 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 CityRail Drivers Rostering and Working Arrangements, or the CityRail Guards Rostering and Working Arrangements, or the CountryLink Drivers Rostering and Working Arrangements, shall be treated in accordance with the payments specified in those arrangements.

127.2. 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.

127.3. 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.

127.4. 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.

127.5. 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.

128. TRAVELLING AND INCIDENTAL EXPENSES

128.1. 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.

128.2. Employees working to a non-shiftwork roster shall receive the expenses in Clause 128.1 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.

128.3. 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.

128.4. 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.

128.5. 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.

128.6. 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.

128.7. 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.

128.8. 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.

128.9. 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.

- 128.10. 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.
- 128.11. 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.
- 128.12. 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 128.4.
- 128.13. 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.
- 128.14. 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.
- 128.15. 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.

129. 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.

130. RIGHT TO DEDUCT PAY

- 130.1. 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.
- 130.2. The Employer shall issue Employees with written notification of the stand down.
- 130.3. Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.
- 130.4. 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.
- 130.5. 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.

- 130.6. 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.
- 130.7. Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.
- 130.8. 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.
- 130.9. 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.

131. ALLOWANCES

131.1. 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.

131.2. 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 CityRail Drivers Rostering and Working Arrangements or the CountryLink Drivers Rostering and Working Arrangements, shall apply.

131.3. 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.

131.4. Security

Guards employed within a Shift in charge of suburban or 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.

131.5. Cab Allowance

- (a) Guards on suburban 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 suburban electric services and inter urban electric passenger services shall also be paid the amount as set out at Item 25 of Schedule 4B.

131.6. 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	10hrs 30mins
354 kilometres and up to and exclusive of 370 kilometres	11hrs
370 kilometres and up to and exclusive of 386 kilometres	11hrs 30mins
386 kilometres and up to and exclusive of 402 kilometres	12hrs
402 kilometres and up to and exclusive of 418 kilometres	12hrs 30mins
418 kilometres and up to and exclusive of 435 kilometres	13hrs
435 kilometres and up to and exclusive of 451 kilometres	13hrs 30mins
451 kilometres and up to and exclusive of 467 kilometres	14hrs
467 kilometres and up to and exclusive of 483 kilometres	14hrs 30mins
483 kilometres and up to and exclusive of 499 kilometres	15hrs
499 kilometres and up to and exclusive of 515 kilometres	15hrs 30mins
515 kilometres and up to and exclusive of 531 kilometres	16hrs
531 kilometres and up to and exclusive of 547 kilometres	16hrs 30mins
547 kilometres and up to and exclusive of 563 kilometres	17hrs
563 kilometres and up to and exclusive of 579 kilometres	17hrs 30mins
579 kilometres and up to and exclusive of 595 kilometres	18hrs
595 kilometres and up to and exclusive of 612 kilometres	18hrs 30mins

612 kilometres and up to and exclusive of 628 kilometres	19hrs
628 kilometres and up to and exclusive of 644 kilometres	19hrs 30mins

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, other than when driving a suburban electric train, 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) Train Crew shall be paid a minimum of 8 hours on completion of a trip of 209 kilometres, and at the rate of time and one half for all time worked in excess of 209 kilometres in any Shift worked on suburban electric trains. The time paid for at penalty rates shall stand alone and not be included in the computation of overtime.
- (k) 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.
- (l) Except in cases of unavoidable necessity or accident a driver of suburban electric services shall not be required to work a suburban electric train in excess of 217 kilometres in a Shift.

131.7. 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

132. COUNTRYLINK DRIVERS

- 132.1. In the event of out of course working, CountryLink Drivers rostered for shed work will be required to relieve incoming CountryLink Drivers where Shift limits may be breached.
- 132.2. CountryLink Drivers, shed working will include conveying of empty cars to other maintenance depots.
- 132.3. When 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. 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.
- 132.4. When 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.
- 132.5. Acceptance of "OK" for service certificates for services departing out of maintenance depots will require CountryLink Drivers to check cab safety equipment and cab amenities.
- 132.6. When arriving at Sydney Terminal 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).
- 132.7. 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.
- 132.8. As part of their ordinary working, 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.
- 132.9. 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. CountryLink Drivers at their discretion may accept additional Shifts provided that occupational health and safety standards are not exceeded.
- 132.10. Except for revenue services arriving into Sydney from foreign locations all other Shifts will comply with Sub-clause (i) of this Section 4. In the case of revenue services arriving into Sydney the rostered working of a CountryLink Driver may exceed 8 hours in traffic, even though the distance travelled on a rostered Shift exceeds 370 kilometres.
- 132.11. 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 kilometrage payments. This provision does not include operations normally associated with preparation and stabling of trains.

133. COUNTRYLINK DRIVERS - OTHER CONDITIONS

- 133.1. Competency based training and assessment for CountryLink Drivers will be developed and introduced by agreement with the applicable Union.
- 133.2. The wearing of a tie with the uniform will be optional for each driver. CountryLink Drivers must wear a name badge whilst operating services outside maintenance centres.

- 133.3. 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.
- 133.4. CountryLink drivers will operate the external train door locking equipment on all CountryLink XPT services.
- 133.5. CountryLink Operations Standards Managers may pilot CountryLink drivers in the event of an operational emergency provided that no suitably qualified driver is available.

134. HIGHER GRADE

- 134.1. 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.
- 134.2. 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.
- 134.3. Train Drivers, when required to act in other wages classifications or as an Operations Standards Manager 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.
- 134.4. 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.
- 134.5. 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.

135. TRAIN DRIVERS EXCLUDING COUNTRYLINK

- 135.1. **Working New Years Eve/Easter Show/National Rugby League Grand Final**

- (a) **Shift Limits:** Diagram sign ons between the hours 0500 hours to 1700 hours maximum Shift limit of 9 hours.33 minutes. Between 1701 hours and 0459 hours' maximum Shift limit of 8 hours.33 minutes.
- (b) **Rostered Kilometres:** Diagram sign ons between 0500 hours and 1700 hours, maximum 275 kilometres. Between 1701 hours 0459 hours maximum 217 kilometres. These arrangements to operate on the same basis as Sub-clause 135.1.
- (c) The working arrangements detailed in Sub-clauses 135.1 (a) and (b) will not be used as a precedent in any future discussions on Shift limits or kilometres and no application for any increases in Shift limits or kilometre limits outside the changes contained in this Agreement will be made by RailCorp without agreement by the Union.
- (d) **Kilometreage Payments:** Kilometreage payment when reaching 209 kilometres to remain as is at present.
- (e) **Personal Needs Break:**
 - i. Diagram sign ons between 0500 hours and 1700 hours will include 10 minutes off train when driving related duties exceed 3 hours prior to and after crib. The 10 minutes break is to be exclusive of walking times and be in a recognised meal room/stand-by room.
 - ii. Diagram sign ons between 1701 hours and 0459 hours will include 10 minutes off train when driving related duties exceed 3 hours after crib, the 10 minute break is to be exclusive of walking times and be in a recognised meal room/stand-by room.
- (f) **Stand-by:** Sign ons between 0500 hours and 1700 hours, rostered 7 hour 36 minute Shift, able to work up to 9 hours 33 minutes maximum provided there is mutual agreement reached between supervising officer and driver. Sign ons between 1701 hours and 0459 hours, rostered 7 hours 36 minutes Shift are able to work up to 8 hours 33 minutes maximum provided there is mutual agreement reached between supervising officer and driver. Drivers rostered for stand-by and work a Shift that exceeds 209 kilometres are to be paid the kilometreage payment.
- (g) **Sector Four:** Drivers signing on for sector four working will remain in sector four for the duration of the Shift. However, rosters will not be compiled which require a driver to work continuously in sector four, Shifts shall be spaced throughout the rosters.
- (h) **Kilometre Jobs:** A maximum of 6 Shifts in excess of 193 kilometres per fortnight with a maximum of 4 in any one week.
- (i) **Crib:** Sign ons between 0500 hours and 1700 hours will include a crib to be partaken between the third and sixth hour on duty. Sign ons between 1701 hours and 0459 hours will include a crib to be taken between the third and fifth hour on duty.
- (j) New Years Eve conditions are as detailed in Sub-clauses 135.1 (a) to (i) and Lift up Lay back will be paid on New Year's Eve, and will operate from the Master Roster sign on time for that day. Penalty provisions, where applicable will be paid in accordance with custom and practice.
- (k) **For:**
 - i. Easter Show; or
 - ii. National Rugby League Grand Final,

New Years Eve working conditions apply subject to a maximum Shift of 9 hours 5 minutes.

135.2. Sector Crewing

- (a) Drivers diagrams shall be compiled to ensure that sufficient trips are included in each of the sectors in the E.T.R. system to maintain drivers road knowledge.
- (b) Drivers diagrams shall be compiled to provide for the entry and exit of other sectors to occur outside the peak hours which are as follows, a.m. peak 0600 hours to 0900 hours, p.m. peak 1500 hours to 1830 hours.

135.3. Straight 6 Hour Shift

- (a) Where it is operationally feasible and cost effective, straight 6 hour Shift working on running diagrams will be introduced. Where such Shifts are introduced a payment of 8 hours will be made for the Shift plus any kilometre payment. The maximum limit of 217 kilometres will remain. One personal needs break of 10 minutes, exclusive of walking time, will be provided off train during the Shift and would be taken between second and fifth hour at a recognised relief point.
- (b) When day to day reprogramming occurs drivers are not required to work in excess of the 6 hour Shift limit unless there is a mutual agreement reached between the supervising officer and the Driver.
- (c) Straight six hour Shifts without crib will attract 8 hours payment for the Shift. Where a Driver works in excess of the 6 hours, the time worked will be paid as overtime at the appropriate penalty in addition to the 8 hours. Weekend penalties will apply to the 8 hour payment where applicable.

135.4. 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 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; and
- (d) drivers who "relinquish duty balance of Shift" will be required to report fit for duty as above.

135.5. Relief Rosters

Relief rosters will be prepared to reflect the depot roster structure for weekend work, Shift work and duty free days.

135.6. 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.

135.7. Train Status Report

InterCity Drivers agree to participate and reach agreement on the provisioning of documentation that identifies the status of trains on stabling.

135.8. 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.

136. CITYRAIL TRAIN GUARDS – OTHER CONDITIONS

136.1. Working New Years Eve/ Easter Show and NRL Grand Final

- (a) **Shift Limits:** Roster sign ons between the hours 0400 hours to 1800 hours maximum Shift limit 10 hours 5 minutes. Between 1801 and 0359 hours maximum Shift limit 9 hours 5 minutes.
- (b) The working arrangements detailed in Sub-clause (a) above will not be used as a precedent in any future discussions on Shift limits and no application for any increases in Shift Limits outside the changes contained in this Agreement will be made by RailCorp without agreement by the Union.
- (c) **Break Between Shifts:** When rostered for extended Shifts between 9 hours 30 minutes and 10 hours 5 minutes the break between Shifts will be a minimum of 12 hours.
- (d) **Stand-bys:** Sign ons between 0400 hours and 1800 hours, rostered 7 hours 36 minutes Shift able to work up to 10 hours 5 minutes maximum provided there is mutual agreement reached between supervising officer and Guard. Sign ons between 1801 hours and 0359 hours, rostered 7 hours 36 minutes Shift able to work up to 9 hours 5 minutes maximum provided there is mutual agreement reached between supervising officer and Guard.
- (e) **Crib:** Rostered for crib between second and sixth hour of Shift.
- (f) **Personal Needs Break:** 10 minutes off train after crib if on train in excess of 3 hours. The 10 minute break is to be exclusive of walking times and be in a recognised meal room.
- (g) **Kilometre Payment:** For all ETR Shifts in excess of 209 kilometres regardless of time worked.
- (h) **Sector Four:** Guards signing on for sector four working will remain in sector four for the duration of the Shift. However, rosters will not be compiled which require a guard to work continuously in sector four, Shifts shall be spaced throughout the rosters.
- (i) For New Years Eve conditions as detailed in Sub-clauses (a) to (h) will apply.
- (j) For other Special Events:
 - i. Easter Show; or
 - ii. National Rugby League Grand Final,

New Years Eve working conditions as detailed in Sub-clauses (a) to (h) will apply, subject to a maximum Shift of 9 hours 35 minutes.
- (k) **Sector Crewing**

Rosters shall be compiled to ensure that sufficient trips are included in each of the sectors in the system to maintain guards road knowledge.

Guards rosters shall be compiled to provide for the entry and exit of other sectors to occur outside the peak hours which are as follows, a.m. peak 0600 hours to 0900 hours, p.m. peak 1500 hours to 1830 hours.

(l) **Straight 6 Hour Shift**

Where it is operationally feasible and cost effective, straight 6 hour Shift working on running diagrams will be introduced. Where such Shifts are introduced a payment of 8 hours will be made for the Shift plus any kilometre payment. One personal needs break of 10 minutes, exclusive of walking time, will be provided off train during the Shift and would be taken between the second and fifth hour at a recognised relief point.

When day to day reprogramming occurs guards are not required to work in excess of the 6 hour Shift limit unless there is a mutual agreement reached between the supervising officer and the guard.

136.2. Standard Notification of Absence and Resumption of Duty From Leave for CityRail Train Guards

CityRail 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) CityRail 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.

136.3. 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.

136.4. Standard Guard's Arrangements for Lift up/Lay Back

CityRail train guards will be required to lay back a maximum of 4 hours on New Years Eve to meet operational requirements.

136.5. CityRail Train Guards' Depot Relief Ratios

To maintain operational flexibility, CityRail train guards depot relief ratios will be:

	20 Day Month	19 Day Month
Guards	1-5.3	1-4.2

136.6. CityRail Train Guards Advising as to Availability for Overtime Shifts

CityRail 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

136.7. **CityRail 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.

136.8. **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.

137. **SIGNALLERS/AREA CONTROLLERS – OTHER CONDITIONS**

- 137.1. Should it be identified that classification increases are warranted as a result of new infrastructure or increased responsibility, the appropriate remuneration and grading will be determined prior to the operation of revenue services.
- 137.2. Weekend rostering is to be implemented for public holidays at those locations where normal Monday to Friday rostering currently applies.
- 137.3. Additional Shifts in metropolitan locations when rostered for overtime required for altered working will be allocated for up to 10 hours but not less than 8 hours, with the commencement time determined by the scheduled work and not standard Shift time. All operational staff employed in signal boxes must be certified in appropriate safeworking procedures.
- 137.4. Where there is an identified reduction in workload on any given Shift the parties will examine the appropriateness for adoption of dual control of signalling panels with infrastructure changes where necessary. Where there is an increase or decrease in workload that warrants positions being reviewed, the parties will conduct a review.
- 137.5. The parties are committed to the ongoing use of a competency based training and development programs for Signallers.
- 137.6. The Memorandum Of Understanding for special train notices (STN's) will read as follows:

Should an STN/Circular/VIDE not arrive within the detailed time frames or require alteration, management and Union representatives will confer and agree in regard to adopting the most appropriate arrangements in an endeavour to resolve issues which have potential to impact on the proposed working. Such arrangements may include, but are not limited to, the provision of additional staff, the working of overtime or finally cancellation of the work.

138. **RATES OF PAY, ALLOWANCES AND EXPENSES**

- 138.1. The rates of pay are set out in Schedule 4A.
- 138.2. Allowances and expenses are contained in Schedule 4B.
- 138.3. **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 RailCorp or another rail organisation.
- (c) It is agreed that training and assessment procedures must be delivered by RailCorp 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 RailCorp 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.

138.4. 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 RailCorp or other rail organisation(s).

138.5. Signallers

- (a) After attending training school, gaining safeworking qualifications and completing 2 months train working experience a trainee will be eligible for appointment to Grade 1 Signaller or Grade 2 Signaller, subject to there being a Vacant Position. The qualified trainee will progress automatically to the maximum of the grade if no vacancies exist.
- (b) Where a Team Leader's position is established, positions within that classification will be paid 6% higher than the Area Controllers at that location.

139. ASSESSMENT PROCESS - CITYRAIL TRAIN DRIVERS AND GUARDS

- 139.1. Where a Train Driver is assessed as not being able to demonstrate the required level of competence RailCorp will determine whether the driver will need to be removed from safeworking duties whilst undertaking remedial training.
- 139.2. Where a Train Driver is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, RailCorp will redeploy the driver onto other duties.
- 139.3. Subject to 139.1 and 139.2, 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.
- 139.4. Where a guard is assessed as not being able to demonstrate the required level of competence, RailCorp determine whether the guard will need to be removed from safeworking duties whilst undertaking remedial training.
- 139.5. Where a guard is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, RailCorp will redeploy the guard onto other duties.

140. CUSTOMER ATTENDANT LEVEL 2 - 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 CountryLink 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.

141. PART-TIME WORK IMPLEMENTATION COMMITTEE - CITYRAIL TRAIN CREWING

A joint management/union, committee will monitor the implementation of part-time work. This implementation committee comprises:

- (a) General Manager Customer Service or Operations Support or nominee;
- (b) HR Business Partner or nominee;
- (c) Secretary or nominee, Locomotive Division, RTBU (Drivers);
- (d) Secretary or nominee, RTBU (Guards);
- (e) ETR or 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.

142. SYDNEY YARD EMPLOYEES

142.1. Additional shifts when rostered for overtime and required for altered working will be allocated for up to 10 hours with the commencement time determined by the scheduled work and not standard shift time.

142.2. All Sydney Yard Employees should be qualified in appropriate safeworking procedures.

143. TRAIN CREW TEAM LEADER – SPECIFIC CONDITIONS

143.1. An “on train” shift is defined as a shift where a Train Crew Team Leader is performing duties as the rostered driver/guard for the nominated schedule.

143.2. An “off train” shift is defined as a shift where a Train Crew Team Leader is not performing a scheduled service but is performing Team Leading duties within their team whether that be on a station in an office or on a train with another driver or guard who is rostered on to that service

143.3. There is no entitlement to payment of lift-up and lay-back for “off train” shifts for Train Crew Team Leader drivers/guards.

143.4. Shift length for “off train” shifts is nominally 8 hours with a 30 minute unpaid meal break. Crib break does not apply to “off train” shifts.

143.5. Suburban Electrical Allowance / Cab allowance and Security allowance are not payable for “off train” shifts.

143.6. Call out allowances will not be paid where less than 24 hours notice is provided for call out for “off train” shifts, unless that call out is at the initiative of the relevant Manager(s) or Rosterer(s).

143.7. “Off train” shifts will count towards excess shifts for Train Crew Team Leaders.

143.8. The Drivers’ overtime bonus does not count “off train” shifts. The overtime bonus for Driver Team Leaders will commence when they work more than 15 “on train” shifts over the month (assumes they work 4 “off train” Team Leader shifts.

- 143.9. “Off train” shifts are counted towards the 12 shifts in any 14 days limit. Fatigue parameters also apply for “off train” shifts.

Schedule 4A	April 2010		April 2011		April 2012		April 2013	
Classification & Rates of Pay	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
On Board Services Staff								
Passenger Attendant	\$782.95	\$833.50	\$810.35	\$862.65	\$838.70	\$892.85	\$868.05	\$924.10
Senior Passenger Attendant	\$858.15	\$908.70	\$888.20	\$940.50	\$919.30	\$973.45	\$951.50	\$1,007.53
Passenger Services Supervisor	\$957.20	\$1,007.75	\$990.70	\$1,043.00	\$1,025.35	\$1,079.50	\$1,061.25	\$1,117.29
Train Crew								
Driver 1 Year Trainee	\$1,056.30	\$1,106.85	\$1,093.25	\$1,145.55	\$1,131.50	\$1,185.65	\$1,171.10	\$1,227.15
Driver 1 Year Competent	\$1,061.65	\$1,112.20	\$1,098.80	\$1,151.10	\$1,137.25	\$1,191.40	\$1,177.05	\$1,233.10
Driver 2nd Year	\$1,113.80	\$1,164.35	\$1,152.80	\$1,205.10	\$1,193.15	\$1,247.30	\$1,234.90	\$1,290.96
Driver Thereafter	\$1,140.30	\$1,190.85	\$1,180.20	\$1,232.50	\$1,221.50	\$1,275.65	\$1,264.25	\$1,320.30
Driver Trainer	\$1,277.55	\$1,328.10	\$1,322.25	\$1,374.55	\$1,368.55	\$1,422.70	\$1,416.45	\$1,472.50
Driver Team Leader	\$1,312.45	\$1,363.00	\$1,358.40	\$1,410.70	\$1,405.95	\$1,460.10	\$1,455.15	\$1,511.20
Principal Driver CityRail	\$1,324.15	\$1,374.70	\$1,370.50	\$1,422.80	\$1,418.45	\$1,472.60	\$1,468.10	\$1,524.15
CountryLink Driver	\$1,204.70	\$1,255.25	\$1,246.85	\$1,299.15	\$1,290.50	\$1,344.65	\$1,335.65	\$1,391.72
Principal Driver CountryLink	\$1,388.55	\$1,439.10	\$1,437.15	\$1,489.45	\$1,487.45	\$1,541.60	\$1,539.50	\$1,595.56
Guard 1 Year Trainee	\$936.30	\$986.85	\$969.05	\$1,021.35	\$1,002.95	\$1,057.10	\$1,038.05	\$1,094.10
Guard 1 Year Completion	\$941.05	\$991.60	\$974.00	\$1,026.30	\$1,008.10	\$1,062.25	\$1,043.40	\$1,099.43
Guard 2nd Year	\$956.80	\$1,007.35	\$990.30	\$1,042.60	\$1,024.95	\$1,079.10	\$1,060.80	\$1,116.87
Guard Thereafter	\$979.95	\$1,030.50	\$1,014.25	\$1,066.55	\$1,049.75	\$1,103.90	\$1,086.50	\$1,142.54
Trainer Guard	\$1,119.00	\$1,169.55	\$1,158.15	\$1,210.45	\$1,198.70	\$1,252.85	\$1,240.65	\$1,296.70
Guard Team Leader	\$1,152.10	\$1,202.65	\$1,192.40	\$1,244.70	\$1,234.15	\$1,288.30	\$1,277.35	\$1,333.40
Principal Guard	\$1,161.80	\$1,212.35	\$1,202.45	\$1,254.75	\$1,244.55	\$1,298.70	\$1,288.10	\$1,344.15
Station Operations								
Customer Service Attendant Year 1	\$817.70	\$868.30	\$846.30	\$898.65	\$875.95	\$930.10	\$906.60	\$962.65
Customer Service Attendant Year 2	\$845.52	\$896.10	\$875.10	\$927.45	\$905.75	\$959.90	\$937.45	\$993.50

Schedule 4A (Continued)	April 2010		April 2011		April 2012		April 2013	
Classification & Rates of Pay	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Customer Service Attendant Class 1 in Training	\$711.20	\$761.75	\$736.10	\$788.40	\$761.85	\$816.00	\$788.50	\$844.55
Customer Service Attendant Class 1 Competent (Cleaning)	\$800.49	\$851.05	\$828.50	\$880.80	\$857.50	\$911.65	\$887.50	\$943.55
Customer Service Attendant Class 2 Competent Mailroom	\$854.05	\$904.60	\$883.95	\$936.25	\$914.90	\$969.05	\$946.90	\$1,002.95
Customer Service Team Leader Competent Mailroom	\$930.35	\$980.90	\$962.90	\$1,015.20	\$996.60	\$1,050.75	\$1,031.50	\$1,087.55
Customer Service Attendant Class 1 Competent	\$792.55	\$843.10	\$820.30	\$872.60	\$849.00	\$903.15	\$878.70	\$934.75
Customer Service Attendant Class 2 Competent	\$845.50	\$896.05	\$875.10	\$927.40	\$905.75	\$959.90	\$937.45	\$993.50
Customer Service Attendant Class 2 in Training	\$817.70	\$868.25	\$846.30	\$898.60	\$875.90	\$930.05	\$906.55	\$962.60
Customer Service Attendant Class 2 Safeworking	\$876.10	\$926.65	\$906.75	\$959.05	\$938.50	\$992.65	\$971.35	\$1,027.40
Customer Service Team Leader Competent	\$921.00	\$971.55	\$953.25	\$1,005.55	\$986.60	\$1,040.75	\$1,021.15	\$1,077.20
Customer Service Team Leader Safeworking	\$947.90	\$998.45	\$981.10	\$1,033.40	\$1,015.45	\$1,069.60	\$1,051.00	\$1,107.05
Goods Assistant Class 1	\$697.90	\$748.45	\$722.35	\$774.65	\$747.65	\$801.80	\$773.80	\$829.85
Leading Station Assistant	\$750.65	\$801.20	\$776.90	\$829.20	\$804.10	\$858.25	\$832.25	\$888.30
Station Assistant Class 1 Sydney Yard	\$733.15	\$783.70	\$758.80	\$811.10	\$785.35	\$839.50	\$812.85	\$868.90

Schedule 4A (Continued)	April 2010		April 2011		April 2012		April 2013	
Classification & Rates of Pay	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Signaller Grade 2 1st Year	\$942.55	\$993.10	\$975.55	\$1,027.85	\$1,009.70	\$1,063.85	\$1,045.05	\$1,101.10
Signaller Grade 2 Thereafter	\$972.65	\$1,023.20	\$1,006.70	\$1,059.00	\$1,041.95	\$1,096.10	\$1,078.40	\$1,134.45
Signaller Grade 3 1st Year	\$1,004.95	\$1,055.50	\$1,040.10	\$1,092.40	\$1,076.50	\$1,130.65	\$1,114.20	\$1,170.25
Signaller Grade 3 Thereafter	\$1,043.75	\$1,094.30	\$1,080.30	\$1,132.60	\$1,118.10	\$1,172.25	\$1,157.25	\$1,213.30
Signaller Grade 4	\$1,105.50	\$1,156.05	\$1,144.20	\$1,196.50	\$1,184.25	\$1,238.40	\$1,225.70	\$1,281.75
Area Controller Grade 1	\$1,167.55	\$1,218.10	\$1,208.40	\$1,260.70	\$1,250.70	\$1,304.85	\$1,294.45	\$1,350.50
Area Controller Grade 2	\$1,246.65	\$1,297.20	\$1,290.30	\$1,342.60	\$1,335.45	\$1,389.60	\$1,382.20	\$1,438.25
Area Controller Grade 3	\$1,336.75	\$1,387.30	\$1,383.55	\$1,435.85	\$1,431.95	\$1,486.10	\$1,482.05	\$1,538.10
Head Shunter Special Class	\$975.90	\$1,026.45	\$1,010.05	\$1,062.35	\$1,045.40	\$1,099.55	\$1,082.00	\$1,138.05
Head Shunter	\$917.20	\$967.75	\$949.30	\$1,001.60	\$982.55	\$1,036.70	\$1,016.95	\$1,073.00
Security								
Transit Officer 1st Year	\$1,032.15	\$1,082.70	\$1,068.30	\$1,120.60	\$1,105.70	\$1,159.85	\$1,144.40	\$1,200.45
Transit Officer 2nd Year	\$1,069.75	\$1,120.30	\$1,107.20	\$1,159.50	\$1,145.95	\$1,200.10	\$1,186.05	\$1,242.10
Transit Officer 3rd Year	\$1,103.70	\$1,154.25	\$1,142.35	\$1,194.65	\$1,182.35	\$1,236.50	\$1,223.75	\$1,279.80

SCHEDULE 4B				
Allowances				
	April 2010	April 2011	April 2012	April 2013
Industry Allowance				
Item 1 Industry Allowance	\$50.54	\$52.30	\$54.15	\$56.05
Shift Work				
<i>Operational Employees other than Intercity and suburban drivers and guards:</i>				
Item 2 Afternoon Shift	\$3.03	\$3.13	\$3.24	\$3.36
Item 3 Night Shift	\$3.57	\$3.69	\$3.82	\$3.96
Item 4 Early Morning Shift	\$3.03	\$3.13	\$3.24	\$3.36
Item 5 Additional loading (Sign on/off at or between 0101 and 0359 Mon. to Fri)	\$3.57	\$3.69	\$3.82	\$3.96
<i>Intercity and suburban drivers and guards:</i>				
Item 6 Afternoon Shift	\$3.13	\$3.24	\$3.35	\$3.47
Item 7 Night Shift	\$3.69	\$3.82	\$3.95	\$4.09
Item 8 Early Morning Shift	\$3.13	\$3.24	\$3.35	\$3.47
Item 9 Additional loading (Sign on/off	\$3.69	\$3.82	\$3.95	\$4.09
Travelling and Incidental Expenses				
Item 10 Rate per Day	\$157.90	\$163.45	\$169.15	\$175.05
Item 11 Per service	\$39.45	\$40.85	\$42.30	\$43.80
Item 12 per Meal / Overtime meal	\$9.40	\$9.75	\$10.10	\$10.45
Item 13 after 4 weeks per day	\$138.75	\$143.60	\$148.65	\$153.85
Item 14 per service	\$34.70	\$35.90	\$37.15	\$38.45
Item 15 On Board/ Barracks	\$23.70	\$24.55	\$25.40	\$26.30

Schedule 4B				
Allowances (continued)	April 2010	April 2011	April 2012	April 2013
Item 16 Over 10 hrs up to 16 hrs not booked off	\$15.85	\$16.40	\$16.95	\$17.55
Item 17 Over 16 hrs not booked off	\$23.70	\$24.55	\$25.40	\$26.30
Item 18 Box Allowance	\$2.65	\$2.75	\$2.85	\$2.95
Item 19 Holiday Relief/ Temp Trans.	\$710.65	\$735.50	\$761.25	\$787.90
Item 20 per Meal / Overtime meal	\$15.85	\$16.40	\$16.95	\$17.55
Item 21 Absent over 10 hours	\$9.40	\$9.75	\$10.10	\$10.45
Other Allowances				
Item 22 Barracks - Foreign	\$0.33	\$0.34	\$0.36	\$0.37
Item 23 Barracks - Eveleigh	\$0.86	\$0.89	\$0.92	\$0.96
Item 24 Security (Train Guards)	\$4.40	\$4.55	\$4.70	\$4.85
Item 25 Suburban Electrical Service Allowance and InterCity Cab Allowance	\$5.60	\$5.80	\$6.00	\$6.20
Item 26 Dirty Work	\$0.87	\$0.90	\$0.94	\$0.97
Item 27 Transit Officer Meal	\$15.85	\$16.40	\$16.95	\$17.55
Item 28 First Aid Allowance (per shift)	\$2.60	\$2.70	\$2.80	\$2.90
Item 29 OH First Aid Certificate (per shift)	\$3.75	\$3.90	\$4.05	\$4.20
Item 30 Station Disability Allowance (a) (per hr)	\$0.32	\$0.33	\$0.35	\$0.36
Item 31 Station Disability Allowance (b) (per hr)	\$0.64	\$0.67	\$0.69	\$0.71
Item 32 Broken Hill Allowance	\$9.22	\$9.55	\$9.88	\$10.23
Item 33 Climatic Zone	\$13.40	\$13.86	\$14.35	\$14.85

Schedule 4B				
Allowances (continued)	April 2010	April 2011	April 2012	April 2013
Item 34 Workplace Training & Assessment (per hr)	\$3.66	\$3.79	\$3.92	\$4.06
Item 35 CSA Coaching (per hr)	\$1.37	\$1.42	\$1.47	\$1.52

SECTION 5 - INFRASTRUCTURE WORKERS /COMMERCIAL

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144. APPLICATION OF SECTION 5

This Section 5 applies to Employees in classifications listed in Schedule 5C.

145. DEFINITIONS

Civil Discipline for the purposes of Sub-clauses 151.4, 157.6 and 157.11 shall mean wages employees covered by either of the track/structures/resurfacing, construction, signals mechanical, survey or quarry operator competency structures as listed in Appendix 5C of this Section 5.

Construction Work means all work involving railway construction, duplication and deviation work but excluding work in a recognised workshop, or electrical, mechanical, plumbing work or work associated with lifts and escalators.

Construction Worker means any Employee engaged on Construction Work.

Permanent Quarries means the Employer's quarries known as Bombo and Martins Creek.

Planned Overtime means, for the purpose of this Section 5, prearranged work carried out on a day, afternoon or night when the Employee would ordinarily not be rostered to work. It shall not include inter alia attendances immediately before or immediately after ordinary working hours for the purpose of switching operations and the like.

Recognised Workshops means the expression 'working in recognised workshops' for the purpose of calculating overtime, Sunday time and Shift work payments is to include all Employees attached to such recognised workshops provided their ordinary hours of labour are 38 per week and they normally work the said hours on weekdays other than Saturdays.

Salaried Employees means those Employees classified at Level 4.2 or above or previously classified as IW3A or above.

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

Weekend means either a Saturday, or Sunday, or a Saturday and a Sunday (i.e. consecutive calendar days).

Change of Shift means a change from day shift to afternoon shift, from afternoon shift to night shift, from night shift to day shift or vice versa and includes a shift that is changed from one day to another.

Roster Cycle means a period of twenty eight (28) days commencing on the first day of a pay period (Sunday) and concluding on the last day of the subsequent pay period (Saturday). There are two pay periods per roster cycle.

146. RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

146.1. Rates of pay are set out in Schedule 5A.

146.2. Allowances and expenses are contained in Schedule 5B.

147. CLASSIFICATIONS

147.1. General

The classification structure contained in Schedule 5C is based upon the following principles:

- (a) Employees will be paid for competencies acquired, consistent with the Employer's competency streams and individual training plans.
- (b) Employees may be required to carry out any duties and use any tools and equipment which are within the limits of their competence and training.

147.2. Classification Structures

- (a) The classification structure contained in Schedule 5C is based on competency development and progression.
- (b) The parties will vary the competency mix to give effect to improvements made by Industry Skills Councils and/or to satisfy changes to operational needs.

147.3. Classification Structure - Workshops, Quarries and Lifts and Escalators

In relation to workshops, quarries and lifts and escalators Employees, the competency based arrangements within this Section 5, including utilisation of alternate competency streams where appropriate, will be varied to give effect to improvements made by Industry Skills Councils and/or to satisfy changes to operational needs.

148. COMPETENCY DEVELOPMENT AND PROGRESSION

- 148.1. The Employer and Employees have shared responsibility for competency achievement and maintenance.
- 148.2. The Employer is committed to providing genuine opportunities for Employees to acquire competencies in accordance with the principles set out above and consistent with a local workforce plan that has been developed to support operational requirements.
- 148.3. The combination of competencies required in different work locations will vary in accordance with the operational needs of that location. The competency structures, with their range of core and elective competencies, entitle Employees to progress within competency based progression limits, provided that the Employee is willing to participate actively in competency attainment and successfully meets all competency assessment requirements. Progression beyond competency based progression limits in each stream will be by appointment. Development of and changes to competency footprints for each location will be undertaken in consultation with Employees and applicable Unions.
- 148.4. The process for progression through the classification structure includes:
 - (a) a workforce plan which specifies the combination of competencies at each work site that meets operational needs;
 - (b) Employees complete and submit their own plan, outlining competencies they wish to obtain and competency maintenance requirements, to the relevant manager through their team manager;
 - (c) local/regional training plans which take into account the workforce plan, individual Employee requests and competency maintenance requirements;
 - (d) based on this training plan, each Employee will be provided with a schedule outlining the Employee's own training plan.

149. COMPETENCY ASSESSMENT AND PROGRESSION

- 149.1. The Employer's classification structure and salary system is based upon competencies acquired in line with the Employer's competency structures and Employee training plans. Competence is defined as the consistent application of skills and knowledge to National Competency standards across the full range of conditions.
- 149.2. A new Employee's current competencies will be evaluated against the Employer's competency requirements at the time of selection to help to determine the relevant classification level at which the Employee will be appointed.
- 149.3. Employees will be required to complete the 'gap' competencies at and below their pay level before any further progression can occur.
- 149.4. Employees can request assessment or reassessment of each unit of competence as they feel they have reached the standards.

- 149.5. The Employer will ensure that an Employee will be assessed within 6 weeks of completing an interim application for competency assessment. Under this process the Employee will receive any applicable salary/wage increase on and from the date of assessment. Should any situation arise where an Employee is not assessed within 6 weeks then the applicable salary/wage increase will be made retrospective to 6 weeks after the Employee having completed such application and having been duly assessed as competent.
- 149.6. Employees will be re-assessed according to the competency standards and consistent with rail safety accreditation and other legislative and regulatory requirements.
- 149.7. Employees' performance against national competency standards will be periodically reviewed, consistent with the Employer's Employee performance and development program.
- 149.8. The Employer will assist its Employees to attain nationally recognised qualifications.
- 149.9. Individual training plans for Employees who have completed a competency assessment will be completed within one month of all team members being assessed, in conjunction with a team development plan:
- (a) Competency gaps identified in the initial assessment will be addressed within two years of the initial assessment.
- 149.10. Where an Employee's translation level is less than their substantive pay level, they will retain this pay level on salary maintenance.
- 149.11. No Employee will have their substantive pay reduced as a result of translation to the competency pay structure.
- 149.12. The Employer will also give consideration to long term acting in higher grade in the translation process.

150. ACTING IN A HIGHER GRADE

- 150.1. In recognition of competency based progression up to the specified progression limits in each competency stream, no payment for acting in higher grade will be applicable for acting higher grade for the performance of any competency (irrespective of the qualification level of any competency) that is acquired in connection with competency based progression up to the progression limit. Where competency based progression is available no acting in higher grade is applicable for the performance of any competency up to this level.
- 150.2. Where an Employee performs any higher duty beyond the competency progression limit in a position of Team Leader or Work Group Leader payment at the higher grade will be made on a daily basis.
- 150.3. Where an Employee acts in a higher grade the conditions appertaining to the calling in which an Employee acts shall be the Employee's conditions whilst so acting.

151. REMUNERATION RELATED ISSUES – AVERAGE AND NON AVERAGE PAY EMPLOYEES

151.1. General

- (a) All overtime, including emergency work, is to be contained with policies in force from time to time, in relation to fatigue management.
- (b) 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.
- (c) Employees who work more than 8 hours overtime finishing immediately prior to or within 4 hours of their ordinary starting time on a Monday:

- i. 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
 - ii. 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.
- (d) 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.
- (e) Except where otherwise provided an Employee who works 4 hours overtime after having had the meal break provided in Clause 151.1 (i) will be allowed a further meal break of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee is required to continue working.
- (f) In relation to Salaried Employees as defined in Clause 145 (Definitions), an Employee recalled for duty after ceasing work on one Shift, and before commencing work on the next, will be allowed a crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee has worked 4 hours overtime and is required to continue at work. If the Employee is required to work more than 4 hours additional overtime after this crib, the Employee will be allowed a further crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break
- (g) Except for Employees to whom either the Signal Mechanical, Track, Structures, Resurfacing, Construction, or Carpentry streams as detailed in Schedule 5C applies, an Employee required to work overtime for more than 2 hours immediately after ordinary finishing time, without being notified the day before that the Employee would be required to work overtime, shall either be supplied with a meal by the Employer or paid the amount as set out at item 17 of Schedule 5B for the first meal and for each subsequent meal. If an Employee after having been notified of the requirement to work overtime has provided a meal or meals and is not required to work the overtime to which the meal or meals relate, payment will still be made for the meals.
- (h) In relation to Employees to whom either the Signal Mechanical, Track, Structures, Resurfacing or Surveying, an Employee who is required to work overtime for more than 2 hours will, where it is reasonable to have a meal or meals away from where the Employee would ordinarily have the Employee's meal, be allowed the sum of the amount as set out at item 17 of Schedule 5B for each meal necessary, unless the meal or meals are supplied free by the Employer. The Employer may grant a crib allowance (to be paid for at ordinary rates) in lieu of a meal break in which case the meal grant shall be the amount as set out at item 17A of Schedule 5B.
- (i) When more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee is working on a day the Employee ordinarily has off, before starting to work such overtime the Employee will be allowed a meal break of 20 minutes paid at ordinary rates. The Employer and an Employee may agree to a variation of this provision, provided that the Employer will not be required to make any payment in respect of time allowed in excess of 20 minutes, nor shall the Employer be obliged to make any payment to a tradesperson's assistant when payment is not made to the tradesman whom the Employee assists.
- (j) Sub-clause 151.1(i) shall not operate to prevent urgent repairs being effected to vehicles or locomotives at places other than workshops, or to equipment to keep a plant operating, nor shall it apply to Employees on the operating staff.
- (k) Sub-clause 151.1(i) shall not apply in any circumstances to IW Worker (Signal Fitting).

- (l) Where an employee has accepted an offer to work a stand alone overtime shift, subject to meeting the following criteria, the employee is entitled to 4 hours payment at the applicable overtime penalty:
 - i. Management has cancelled the work with less than 4 hours notice; and
 - ii. No alternative work for an equivalent shift can be found.
- (m) 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.
- (n) No Employee shall be booked off to reduce the Employee's earnings because of having worked overtime on a weekday or on a Sunday which was not rostered, but may be booked off for rest if the interval between the time the Employee ceased working overtime and the Employee's next ordinary commencing time is less than eight hours.

151.2. **Average Pay**

- (a) Average Pay Employees are eligible to be rostered either in accordance with locally agreed rosters, or according to the parameters set out in Sub-clause 153.3.
- (b) The provisions of this Sub-clause apply to Employees who have already elected, or who elect to accept average pay status and to any new Employee classified as an infrastructure worker. A Non Average Pay Employee who is an infrastructure worker can make themselves available for rostered work in accordance with Clause 153 (Rostering Work). Any other Employees are excluded from the provisions of this Sub-clause.
- (c) Average Pay Employees required to work overtime will be paid for such overtime at the rate of double time.

151.3. **Overtime for Non Average Pay Employees (Category 1)**

- (a) Overtime for Employees other than Average Pay Employees referred to in Sub-clause 151.2 will be paid in accordance with the provisions of this Sub-clause.
- (b) Overtime includes time worked before the ordinary commencing time or after the ordinary finishing times on week days.
- (c) All time worked in excess of the hours prescribed within Clause 162 (Hours of Work) shall be overtime.
- (d) 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.
- (e) For all work done outside ordinary hours the rates of pay shall be time and a half for the first 3 hours and double time thereafter, such double time to continue until the completion of the overtime work or until the time for the commencement of the next ordinary shift whichever be the earlier. Provided that the rate for overtime worked after 12 noon on Saturdays and for all time on Sundays shall be double time.
- (f) Additional overtime provisions for Infrastructure Workers classified as 4.2 or above or previously classified as IW3A or above applies:
 - i. Overtime is to be worked by prior direction authorised by an officer with that authority, unless unavoidable circumstances do not permit prior direction;
 - ii. Time worked by an officer, except as where provided for in Clause 151.3(f).iii., in excess of 76 hours per fortnight or in excess of 7 hours 36 minutes in any one (1) shift, shall be overtime and shall be paid for at the rate of time and one half. Provided that all time worked in excess of 10 hours 36 minutes in any shift shall be paid for at

the rate of double time, but shall not be included for the calculation of any other penalty;

- iii. Where the ordinary hours of duty are worked on the basis of one (1) hundred and 52 hours in a 4 week cycle, time worked in excess of ordinary hours for a particular fortnight in such cycle or in excess of 8 hours in any one (1) shift shall be overtime and paid for at the rate of time and one half. Provided that all time worked in excess of 11 hours in any shift shall be paid for at the rate of double time, but shall not be included for the calculation of any other penalty;
- iv. Where the ordinary hours of work for an officer are less than 76 hours per fortnight all time worked before, after and beyond the usual hours of duty up to 76 hours per fortnight or 7 hours 36 minutes in any one (1) shift shall be paid for at ordinary rates;
- v. Where such hours less than 76 hours per fortnight are worked by an officer during a 4 week cycle, all time worked before, after or beyond the usual hours of duty up to ordinary hours each fortnight or 8 hours in any one (1) shift shall be paid for at ordinary rates;
- vi. In computing the number of hours worked per fortnight leave with pay shall be counted as time worked;
- vii. For the purpose of calculating hourly rates, the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight;
- viii. Excepting in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than with the pay for the period following that in which the overtime is worked;
- ix. Except as provided for elsewhere in this clause time worked on Saturday shall be paid for at the rate of time and one-half but shall not be subject to any extra salary payment whatsoever under any other clause of this Agreement except that where it forms part of the ordinary hours for the fortnight it shall be taken into consideration for the calculation of overtime;
- x. Subject to the provisions of 151.3(f).i. a shift commenced between 12 midnight Friday and 12 midnight Saturday and which does not form part of the ordinary rostered hours for the fortnight shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter but shall not be subject to any other salary payment under any other clause of this Agreement. Provided that where such shift extends into Sunday the time worked after midnight Saturday shall be paid for at the rate of double time;
- xi. Officers who are ordinarily required to work on Sunday and whose Sunday time is taken into consideration for the purpose of arriving at the full ordinary hours for the fortnightly period shall be paid for all time worked on Sundays at the rate of double time. The extra allowance shall stand alone and will be paid for independently of other time. The provision shall not apply to officers whose rate of salary exceeds the amount set out at item 22 of Schedule 5B.

151.4. Allowances

(a) General

The allowances contained in this Sub-clause are the only allowances payable in compensation for any disabilities associated with any work carried out by Employees.

(b) Climatic Zone Allowance

- i. Employees stationed permanently on the following lines:
 - A. West of Eubalong West to Broken Hill,

B. West and northwest of Nevertire to Cobar, Bourke and Brewarrina, or

C. North and northwest of Edgeroi to Mungindi, Bogabilla and Wubbera,

Shall be paid an allowance as set out at item 3 of Schedule 5B per week.

- ii. Where Employees are in receipt of the climatic zone allowance, provided for in Sub-clause 151.4(b).i., work temporarily outside the areas listed in this sub-clause, payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- iii. Additionally, Employees whose home station is Broken Hill shall be paid an allowance as set out at item 4 of Schedule 5B per week.
- iv. These allowances are payable on ordinary time only.

(c) Height Money

Employees in employed workshops, quarries and lifts and escalators 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 13 of Schedule 5B per hour whilst so engaged subject to a minimum as set out at Item 13A of Schedule 5B per Shift.

(d) Wet Work

- i. Employees employed in workshops, quarries and lifts and escalators, 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 the allowance as set out at Item 14 of Schedule 5B per hour extra while required to work in such clothing or boots.
- ii. This allowance shall not be payable where suitable protective clothing and/or footwear is provided by the Employer.

(e) Start and Finish Allowance

- i. In order to maximise efficiency, Employees will commence and finish their Shift at a worksite when it is determined by management to be more efficient than commencing and finishing at a location other than the worksite. This will apply to Employees engaged on major periodic maintenance, project work or Construction Work in accordance with the following provisions.
- ii. For the purposes of this sub-clause 151.4(e), Employees who operate from a depot located within the County of Cumberland, Northumberland, or Camden, may be required to commence and finish at any worksite within the bounds of those Counties.
- iii. Where the Employer has a depot located within the city of Penrith, Newcastle, or Campbelltown, Employees who operate out of that depot may be required to commence and finish at a worksite located within a 50 kilometre radius from the principal post office of the relevant city.
- iv. Where the Employer has a depot located outside of the areas mentioned in Sub-clause 151.4(e).iii., Employees who operate from such a depot may be required to commence and finish at a worksite within a 50 kilometre radius from that depot.
- v. When Employees are working at a location, which requires them to temporarily live away from home, they may be required to start and finish at a worksite located within a 50 kilometre radius from their temporary place of residence.
- vi. Employees who are required to start and finish at a worksite in accordance with any of the above provisions will receive an allowance as set out at item 2 of Schedule 5B per day for each day they are required to start and finish at the worksite. Where it takes longer than one hour to reach, or return from the worksite, to and from the Employee's

residential station, the time in excess of one hour will be paid for at ordinary rates of pay.

- vii. In instances where public transport is not available, or it is impracticable for the Employee to travel to the worksite by their own means, the Employer will provide transport. In such cases the payment as set out at item 2 of Schedule 5B in Sub-clause 151.4(3).vi. will still apply. The Employer may allocate a pick-up and set down point for the purpose of this provision.
- viii. An Employee directed to stop at his or her home depot on the way to or from home and otherwise eligible for the start and finish allowance will be eligible for the payment of the applicable allowance.
- ix. When Employees are required to commence and finish a Shift at a worksite in accordance with the provisions of this Sub-clause 151.4(e), the Employer will supply amenities commensurate with the WorkCover Authority of NSW 'Amenities for Construction Work' Code of Practice.

(f) 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 5 of Schedule 5B per hour

(g) Tunnel Money

- i. Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length will be paid an allowance as set out at item 6 of Schedule 5B per hour.
- ii. Where the time in a tunnel is 30 minutes or more a minimum of one hour will be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate will be payable under this sub-clause 151.4(g).

(h) Filled Cable

- i. Employees engaged in or directly supervising the laying, terminating, maintenance or removal of Jelly filled Cable will be paid an allowance as set out at item 7 of Schedule 5B per week.
- ii. Employees engaged in or directly supervising jointing work of Jelly Filled Cable will be paid an allowance as set out at item 8 of Schedule 5B per week.

(i) Disability Allowance

Employees engaged in the Civil Discipline of Infrastructure Worker will be paid a disability allowance at the rate as set out at item 9 of Schedule 5B. For the purposes of this sub-clause 151.4(i), in addition to the definition contained in Clause 145 (Definitions), Civil Discipline will mean wages Employees covered by the following competency structures:

- i. Track/Structures/Resurfacing;
- ii. Construction;
- iii. Signals mechanical; or
- iv. Survey.

(j) Respirators

Employees working in an environment which requires the mandatory wearing of full protective equipment which includes hood and air line respirator, will be paid an allowance as set out at item 10 of Schedule 5B per hour while required to wear such protective equipment.

(k) Confined Space

An Employee working in a confined space, as defined will be paid an allowance as set out at item 11 of Schedule 5B per hour. For the purposes of this Sub-clause 151.4(k), 'confined space' means a compartment, space or place the dimensions of which necessitate an Employee working in a stooped or otherwise cramped position, or without proper ventilation and includes the following spaces: inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

(l) First Aid Allowance

Employees who receive an annualised first aid payment will continue to receive such payment provided that the Employee continues to exercise first aid responsibilities to the same level previously recognised by the allowance. This has been agreed to on the basis of the inclusion of the first aid competency in the classification structures.

(m) Lifts and Escalators Rate and Allowance

- i. Employees who directly perform work in connection with the servicing, repairing and/or maintenance of lifts and escalators will be paid the rate of pay as prescribed in Schedule 5A.
- ii. In addition to the rates specified in Schedule 5A, Employees will be paid the amount shown at item 12 of Schedule 5B per week as a lift and escalator allowance in consideration of the peculiarities and disabilities associated with such work and in recognition of the fact that Employees engaged in such work may be required to perform, and/or assist to perform such work.
- iii. For work in connection with the servicing, repairing and/or maintenance of lifts and escalators, the lift and escalator allowance amount as set out at item 12 of Schedule 5B per week.
- iv. Employees in receipt of the lift and escalators allowance prescribed above will not be entitled to any other special rates or allowances prescribed in this Agreement.
- v. Employees who are ordinarily engaged on other work, not in connection with the servicing, repairing and/or maintenance of lifts and escalators but who from time to time are required to perform such work, will in respect of such work, be entitled to payment of this allowance for the time so engaged in accordance with the mixed functions provisions of the Parent Award.
- vi. The amount specified in Sub-clause 151.4(m).ii. will be paid for all purposes of this Agreement.

152. ANNUAL LEAVE

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

- (a) Employees, other than average pay Employees, who work shift work and who are rostered to work 2 weekends (as defined – see Clause 145 Definitions) or more in each 4 week period and who actually work such weekends, are entitled to an additional 1.25 days (maximum 9.5 hours) annual leave for each 3 month full reconciliation period, in addition to the 4 weeks specified above.
- (b) Average pay Employees will attract additional annual leave up to a maximum of one (1) week for each calendar year which will accrue on the basis of working one (1) shift (ordinary hours) in each 3 month full reconciliation period on which a Saturday, Sunday, public holiday, afternoon or night shift payment is incurred. If an Employee does not incur such payment on each of the 4 reconciliation periods in any year, a pro rata entitlement will accrue at the rate of 1.25 days per period.

153. ROSTERING WORK

This clause is to be read in conjunction with schedule 5E Rostering Work.

153.1. Employees Available for Rostering

- (a) A non Average Pay Employee who is an infrastructure maintenance worker will be able to participate in rostered work on the following basis:
 - i. they will be able to nominate for roster periods 35 days in advance of a one (1) month roster cycle. If they are actually rostered during the period nominated, they will be treated as an Average Pay Employee who is an infrastructure maintenance worker for the purposes of all conditions of employment (including annual leave, and allocation and payment of overtime, notwithstanding Sub-clause 151.3 except for the additional 3% payment as average pay.
 - ii. a Non Average Pay Employee who is an infrastructure maintenance worker, including such Employees participating in roster work as described above, will not be entitled to the average pay rates of pay.
 - iii. preference in rostering will be given to an Average Pay Employee who is an infrastructure maintenance worker.
 - iv. the Employer will ensure equal access to training regardless of an Employee's rostering category.
 - v. the Employer will ensure that rostering requirements of vacancies for promotional positions meet the Employer's genuine business needs.

153.2. Rostering Principles

- (a) All rostering will be based on fatigue management principles which:
 - i. addresses the opportunity for quantity and quality of sleep particularly the 'time of day' effect;
 - ii. ensures the number of consecutive Shifts (in particular night Shifts), Shift lengths and roster periods between Shifts are considered in roster compilation; and
 - iii. understands that Employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.

153.3. Rostering Parameters

- (a) In addition to the principles outlined above, the 'default' rostering parameters are outlined in Schedule 5D as well as the points listed below:
 - i. Maximum number of Shifts less than 8 hours but not less than 6 hours - 6 in a 28 day period;
 - ii. Employees will not be rostered for more than 2 weekends, consisting of a Saturday and a Sunday, or a Saturday only or a Sunday only, in a 28-day period, provided that no splitting of weekend occurs at the start and finish of the roster cycle; and
 - iii. Maximum number of night Shifts and/or afternoon Shifts - one (1) week of nights or 2 weeks of afternoons, or one (1) week of each in a 28 day period.

It is recognised, however, that these 'default' parameters are intended to apply to work groups where local level consultation and/or custom and practice has not developed business specific rostering arrangements.

- (b) Where a Shift is cancelled and/or re-allocated to an alternative day with less than 48 hours notice, the Employee will be paid a penalty payment of 15% for the reallocated Shift in addition to all entitlements associated with the Shift.
- (c) It is recognised that the Employer needs a system of rostered work for Infrastructure Workers that, while promoting efficient and flexible work practices that assist the Employer to achieve its business objectives, also achieves a suitable balance between business and Employee needs and obligations.
- (d) The parties acknowledge that the current and future business requirements of the Employer will rely on an effective system of rostering Infrastructure staff to meet its maintenance and project needs and it is acknowledged that any new Employees must be prepared to be rostered. The success of its rostering system will be demonstrated not only by the extent to which it meets business requirements but also by reconciling the different groups within the workforce.
- (e) The parties acknowledge the variations in business requirements for rostered work across the Employer's business units. These variations need to be addressed through local level consultation and agreement which addresses business requirements while ensuring compliance with the rostering principles contained in this Agreement.
- (f) The objective for the allocation of leave in Clause 31.1(f) (Section 1 – Annual Leave) is to ensure that a minimum of two (2) weeks annual leave can be taken by staff with school age children within a recognised school holiday period and to ensure equity in annual leave rostering.

154. TRAVELLING TIME

- 154.1. All travelling time, including intervening journeys, where an Employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at single time rates, except on a Sunday when it will be paid at time and a half and for Salaried Employee on a Saturday when it will be paid at time and a quarter.
- 154.2. It is acknowledged, however, that there may be circumstances where, due to the amount of travelling time involved, the Employer will continue to exercise its discretion to include travel time as rostered time consistent with its principles for rostering in Sub-clause 153.2.

155. EXCESS TRAVEL TIME

155.1. Salaried Employees

- (a) Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home depot.
- (b) The provisions of this Sub-clause do not apply to Employees whose salary exceeds the amount as set out at item 18A of Schedule 5B.
- (c) Travel time paid under Sub-clause 155.1(a) will be paid at ordinary time, except on Sundays and public holidays, when the rate will be time and one half, and on Saturdays, when the rate will be time and one quarter.

155.2. Wages Employees

- (a) Employees who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home depot.
- (b) Travel time as provided in Sub-clause 155.2(a) will be paid at ordinary time, except on Sundays when the rate will be time and one half.

156. HOME DEPOT

When considering any change to an Employee's current or future home depot, the Employer will not act in a harsh or unreasonable manner. The Employer will use its best endeavours to reduce the total travel time of the Employee from residence to work site. The Employer will not alter Home Depots primarily to reduce travel time or remove travelling and/or any relevant start/finish allowance. In the event that the total travel time increases as a result of any change to current or future home depot and, during consultation an Employee raises a grievance, the Employer will not implement such a change until the dispute settlement procedures have been exhausted.

157. TRAVELLING AND INCIDENTAL EXPENSES

157.1. Employees who are required to undertake work temporarily at a location away from their home depot and/or residence, which does not permit them to return to their home depot and/or residence daily, and who incur the expense of overnight accommodation, will be paid expenses based on reasonable and necessary costs incurred at the rates as set out at item 15 of Schedule 5B per day:

157.2. Where incomplete days are involved, reimbursement will be calculated on a 'service entitlement' basis, at the rate of 'one (1) quarter of the amount per day' contained in Sub-clause 157.1 for each 'service entitlement as set out at item 16 of Schedule 5B for which they have incurred expenses where they have been away from the home depot overnight.

157.3. A service entitlement will be calculated as follows:

Breakfast - Depart home depot before 0700 or return to home depot after 0800.

Lunch - Depart home depot before 1300 or return to home depot after 1400.

Dinner - Depart home depot before 1830 or return to home depot after 1830.

Bed - Depart home depot before 0100 or return to home depot after 0100.

157.4. Employees utilised on relief duties may have their home depots altered to a depot nearer their residence than their appointed home depot while relieving, but not otherwise.

157.5. Where an Employee incurs reasonable and actual expenses on a daily basis, supported by actual receipts, in excess of the above amounts, the Employee will be reimbursed by the Employer. Three star accommodation as accredited by the NRMA will be considered reasonable for the purposes of reimbursement. Where reimbursement of actual expense occurs, it will be in substitution for any and all of the above payments.

157.6. Employees, other than those employed in an infrastructure worker classification (Civil Discipline), who are:

(a) relieving for holidays for periods of not less than 2 weeks; or

(b) who are transferred temporarily from their home depot 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 at the rate as set out at item 18 of Schedule 5B per week of 7 days. Existing practices in the making of temporary transfers will not be altered merely in consequence of this provision.

157.7. Employees required to work overtime for more than 2 hours immediately after ordinary finishing time, without being notified 24 hours before of the requirement to work, will either be supplied with a meal by the Employer or be paid the allowance as specified at item 17 of Schedule 5B 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 be as herein prescribed for meals so provided.

157.8. Salaried Employees when engaged on work for 4 hours or more away from their home depot, to and from which they can travel daily, will be paid as an expense a meal allowance at the rate as set

out at item 17 of Schedule 5B for each meal - to be assessed in accordance with the provisions of Sub-clause 157.3, 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, the Australian Services Union or the Rail Tram & Bus Union.
- (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, the Australian Services Union or the Rail, Tram and Bus Union.
- (c) Notwithstanding 157.8(a) and 157.8(b) above, Employees whose depot is located within the boundaries mentioned in clauses 157.8(a) and 157.8(b) will be entitled to claim this allowance providing there are no suitable kitchen/meal facilities readily available at the location where they will be working.
- (d) The distances mentioned in this Sub-clause will be computed by the ordinary means of travel.

157.9. Where it is necessary for an Employee, other than those provided for in Sub-clauses 157.8 and Sub-clause 157.11, who travels daily when engaged on work away from their home depot to have more than one meal per ordinary Shift away from the home depot, the Employee will be paid the allowance as set out at item 17 of Schedule 5B for each meal in excess of one.

157.10. Employees who ordinarily return home during their Shift for a meal when working at their home depot and who are notified, after attending for duty at their home depot, 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, will be paid a meal allowance as set out at item 17 of Schedule 5B.

157.11. Employees, employed in an infrastructure worker classification (Civil Discipline), engaged on work away from their home depot to and from which they can travel daily, will be paid a tea money allowance as set out at item 17 of Schedule 5B if their return is later than 2 hours after their normal finishing time and is after 1830.

157.12. This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

158. SHIFT WORK

158.1. Definitions

For the purposes of this clause:

- (a) "Afternoon Shift" means any Shift finishing after 1800 hours and at or before 2400 hours; and
- (b) "Night Shift" means any Shift finishing after 2400 hours and at or before 0800 hours or a Shift that commences after 2400 hours and at or before 0400.

158.2. Employees – Average Pay

- (a) An Employee rostered to work an Afternoon Shift will be paid an additional 20% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.

- (b) An Employee rostered to work a Night Shift will be paid an additional 25% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- (c) Any rostered Shift commencing between 0400 and 0600, which is not subject to weekend penalties provided in Clause 46 (Weekend Penalties) of Section 1 of this Agreement will be paid at the appropriate overtime rates for the time worked between 0400 and 0600.

158.3. **Employees – Other than Average Pay**

- (a) In relation to Employees to whom either the Signal Mechanical, Track, Structures, Resurfacing, Survey or Quarry Operator stream detailed in Schedule 5C applies:
 - i. Employees whilst working as tradesperson's assistants shall be treated in respect of night and/or shift work similarly to the tradesperson they assist.
 - ii. Employees whilst working in recognised workshops shall, for night and/or shift work, be treated similarly to tradesperson working in such shops.
 - iii. Employees not entitled to the provisions of Sub-clauses (a) and (b), shall be paid at the rate of time and a quarter for all ordinary time actually worked between 6.00 p.m. and 6.00 a.m. on days other than Saturday, Sunday, or public holidays.
 - iv. Employees who are required to commence a night shift within 8 hours of the finishing time of their previous shift shall be paid for the ordinary time worked on the night shift at the rate of time and a half.
 - v. Employees, other than in Ballast Cleaning Gangs, Track Upgrading Works, who are not required to work a full week of night and/or shift work, shall be paid for ordinary time on these shifts at the rate of time and a half.
- (b) In relation to Employees employed in a 'Commercial' classification stream and Employees to whom either the Plant Mechanics or Signal Fitting stream detailed in Schedule 5C applies:
 - i. any Employee required to work on night shift for less than 5 nights in succession shall be paid for such work at the rate of time and a half: provided that if less than 5 consecutive night shifts are worked because of a holiday occurring, such day shall count as one (1) of the 5 night shifts and provided further that time and a quarter only shall be paid where less than the 5 successive night shifts are worked because the Employee:
 - A. completes a full week's work in 4 shifts;
 - B. is booked off because of having worked overtime; or
 - C. loses time on the Employee's own account.
- (c) Tradesperson's assistants, irrespective of where they are employed, shall be treated in respect of night and/or shift work similarly to the tradesperson they assist.
- (d) In relation to Employees to whom the Substation Low Voltage, Signal Electrical, Cable Jointing or Rail Traction stream detailed in Schedule 5C applies:
 - i. where any afternoon or night shift does not continue in operation for more than 5 successive nights it shall be paid for at the rate of time and a half for the first 4 hours thereof and double time for the remaining hours thereof.

158.4. **Ballast Cleaning Gangs on Track Upgrading Works**

- (a) Employees in Ballast Cleaning Gangs on Track Upgrading Works shall be paid at the rate of time and a half for all ordinary time actually worked between 1800 and 0600 on days other than Saturday, Sunday and public holidays when such ordinary time is worked for a period of less than 10 consecutive weekdays.

159. ON-CALL/CALL-OUTS

- 159.1. An Employee recalled to work outside ordinary rostered hours shall be paid for the call-out at the classification rate for a minimum of 4 hours.
- 159.2. For the purpose of the minimum payment the first 3 hours will be paid at time and one half and then at double time, except that:
- (a) any time worked on a Sunday will be paid at double time.

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

- 159.3. An Employee who is required by the Employer to be available outside normal working hours for recall to work will be paid an allowance as set out at item 19 of Schedule 5B per rostered day or Shift and as set out at item 20 of Schedule 5B when on-call for a non rostered day or Shift. The Employee must be contactable and available for duty when required.
- 159.4. An Employee who has been recalled to work overtime 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.
- 159.5. The provisions of Clause 159.4 do not apply to an employee who is recalled to work overtime within 2 hours of normal starting time.

160. PAYMENT FOR WORK ON A PUBLIC HOLIDAY

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

161. ANNUALISED PAY

- 161.1. All Employees other than Average Pay Employees, will be paid on an annualised basis. An annualised pay will include the base pay rate contained in Schedule 5A of this Agreement, plus allowances as determined.
- 161.2. Conversion from a weekly rate to an annual rate has been calculated in accordance with the following formula:
- $$\frac{\text{Weekly rate}}{38} \times 1976 = \text{annual rate}$$
- 161.3. The annualised pay will apply to all working time earnings as well as all leave entitlement payments.
- 161.4. For the purposes of determining an Employees hourly rate of pay the annual rate shall be divided by 1976 (52 weeks at 38 hours per week).

162. HOURS OF WORK

- 162.1. Subject to Clause 28 (Hours of Work), the ordinary hours of work of Average Pay Employees are 152 hours over 28 days.

162.2. The span of ordinary hours is from 0600 to 1800 Monday to Friday, except for designated Shift work and rostered work for Average Pay Employees.

163. PAY RATES

The rates of pay contained in Schedule 5A reflect a full and total compensation for all and any disabilities and/or conditions not specified elsewhere in this Agreement.

164. MEAL BREAKS

Where meal breaks are provided the interval shall not be less than 30 minutes. Where a morning tea break is granted it shall be in the time of the Employer, if an afternoon tea break is permitted it shall be in the Employee's time.

165. INTERVALS BETWEEN SHIFTS

No Employee shall be required to commence a new shift at ordinary rates within 10 hours of the conclusion of the Employee's previous shift except for the purpose of change of regular shift or to enable the Employee to return to the Employee's home station. If the Employee is required to commence a new shift within 10 hours of the conclusion of the Employee's previous shift and it is not for the purpose of regular change of shift or to return to the Employee's home station the Employee shall be paid for such shift at the rate of time and a quarter if the Employee has had 8 hours off, and overtime rates if the Employee has not had 8 hours off. This sub-clause shall not apply to Employees travelling from place to place during the week for the purpose of performing short jobs at various stations, or to meet Employees convenience in changing shifts.

166. IRREGULAR WORK

Employees in Ballast Cleaning Gangs on Track Upgrading Works shall be paid at the rate of time and a half for all ordinary time actually worked between 6.00 pm and 6.00 am on days other than Saturday, Sunday and public holidays when such ordinary time is worked for a period of less than 10 consecutive weekdays.

167. INCLEMENT WEATHER

167.1. Definition: For the purposes of this clause "Inclement Weather" shall mean existence of rain or abnormal climactic conditions (including, but not limited to, hail, snow, cold, high wind, severe dust storm, extreme high temperature or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed there to continue working whilst the same prevail.

167.2. Payment of Wages: An Employee shall be entitled to payment of normal wages on a fortnightly basis, regardless of any hours lost due to inclement weather.

167.3. Inclement Weather during a shift: In the instance of inclement weather occurring on any one (1) day, the following procedure shall apply:

- (a) the Employer of the Employer's representative and the Employees shall agree and note the time of cessation of work;
- (b) once work has ceased the Employer representative on site shall contact the Project Officer and those other people relevant to organising alternative duties, training or transfer. Relevant preparations shall then commence to accommodate the possibility of the cessation of normal work;
- (c) the Employees shall take shelter on site until such time as the weather abate; and
- (d) the site is inspected by the Employer representative (Supervisor) or, in the absence of the Supervisor from site the Team Leader, who will undertake a risk assessment in conjunction with team members who will declare the site is safe for work to resume; or
- (e) in the event that inclement weather causes the cessation of normal work, alternative duties will be arranged around the work site (eg housekeeping, timesheets, tool box meetings or other general duties);

- (f) if, after an inspection as set out at 167.3(d) has been conducted, a site is declared unsafe an Employee shall either:
 - i. be transferred to alternate duties in accordance with Clause 167.4; or
 - ii. an Employee may be sent home without loss of pay if no suitable alternative duties, including training, are available.
- (g) In each case of inclement weather Employees shall not be required to remain on site without alternative duties, transfer or the resumption of work for longer than 4 hours, or in the case of inclement weather after a meal break has been taken in accordance with Clause 164 (Meal Breaks), for more than half the remaining work time. If either of these time limits are reached Employees shall be sent home without loss of pay.
- (h) All Employees will be issued good quality wet weather gear and will be required to wear their issued wet weather gear and to have it available at all times.
- (i) Notwithstanding Subclause 167.3(g) above, if an Employee's clothes become wet and no change facilities are provided, the Employee shall be sent home without loss of pay. A complete change of clothing shall be provided by the Employer accompanied by a full sealed section in work issue bags to store such clothing. Once provided, the Employee is required to bring this change of clothing to work.

167.4. Transfer:

- (a) Where the decision is made that normal work cannot continue due to inclement weather Employees may be transferred:
 - i. from one (1) location on a site to work at another location on the same site, which is not affected by inclement weather;
 - ii. to another site where work is not affected by inclement weather; or
 - iii. to another location for the purpose of attending training, subject to Clause 167.5.
- (b) No Employee shall be transferred to an area not affected by inclement weather unless there is work available within the relevant Employees skills and competencies as defined by the Employee's classification.
- (c) Employees may be transferred from one (1) location on a site to work in areas which are not affected by conditions of inclement weather, even though there may not be work for all Employees in such areas;
- (d) Employees on any one (1) day who are transferred to another location due to inclement weather will be returned at their request to the designated place of work from where they were transferred, during normal working time, to coincide with the end of their shift. Provided that:
 - i. the Employee used a private conveyance to attend the original place of work; and
 - ii. the transfer of an Employee away from site shall not in any way affect the said Employee's entitlement to their start and finish allowance as set out in Clause 151.4 (e) (Start and Finish Allowance).

167.5. Training During Inclement Weather:

If no alternative work is available Employees may be required to attend training provided by the Employer, subject to the following:

- (a) the provisions of Clause 167.4 (Transfer) above shall be abided by;

- (b) such training shall be meaningful and structured so as to provide Employees with additional skills and knowledge;
- (c) Employer Management shall discuss details of training with the union delegates prior to implementation;
- (d) training shall be carried out by suitably qualified Employees or qualified trainers; and
- (e) training on use and maintenance of plant and machinery shall only occur in a suitable environment.

167.6. Completion of Concrete Pours and Emergency Work:

- (a) Employees shall not work or be required to start a concrete pour in inclement weather.
- (b) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather, Employees will be required to complete such concrete pour to a practical stage as determined by the Project Officer.
- (c) Once the emergency work or concrete pour has been completed the Employees shall be sent home without loss of pay.
- (d) Protection for Employee's Tools: Protection shall, where necessary, be provided for the Employees' tools in a secure, dry area.

168. CLASSIFICATION, TRAINING AND DISPUTES COMMITTEE

168.1. A classification training and disputes committee (Committee) will be established in relation to Employees covered by competency based classification structures in Schedule 5C.

168.2. The purpose of the Committee is to:

- (a) be the forum for consultation with relevant unions in relation to issues concerning training plans, assessments, and classifications for Employees competency based classification structures;
- (b) to review such issues; and
- (c) to make recommendations to the Chief Executive in relation to disputes concerning training plans, assessments and classification.

168.3. The Committee will support the objectives of the competency system as set out in this Agreement.

168.4. The Committee will include representatives from the Employer (RailCorp Training), and unions.

169. AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE

Where the Employer requires an Employee to obtain an Australian Communications Authority licence in connection with their duties, the Employer will meet the cost of this licence.

170. TRAINING AND DEVELOPMENT

The Employer is committed to the progressive training and development of its Employees. The Employer will support the various initiatives and programs contained within this Agreement aimed at enhancing the Employer's capability through its Employees. 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.

171. INDUSTRY ALLOWANCE

The Employer shall be entitled to withdraw the payment of this allowance in respect of any Employee who applies a ban, or limitation on the performance of work, in contravention of Clause 9 (Dispute Settlement Procedure) of Section 1 of this Agreement.

172. NON ROSTERED DAY – AVERAGE PAY EMPLOYEES

172.1. Any Non Rostered 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 signs off until the Employee signs on again for ordinary hours of duty.

172.2. An employee who works on an Non Rostered Day shall be provided with an agreed day off in lieu in the same cycle or the following cycle, which is to be determined before the Non Rostered Day is worked.

173. WORK CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

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

173.2. The work clothing and PPE allotment will include:

- (a) 2 pairs of safety footwear;
- (b) 5 or 8 sets of work clothing incorporating the Employer logo;
- (c) One (1) jacket or one (1) pullover incorporating the Employer logo;
- (d) One (1) hat;
- (e) Relevant PPE dependent on job requirement; and
- (f) One (1) kit bag.

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

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

173.5. Replacement of work clothing items and PPE will be on a fair wear and tear basis and will be maintained as (a) to (f) above.

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

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

173.8. For the purpose of this clause, the following definitions apply:

173.9. "Set" means one (1) shirt and one (1) pair of pants or one (1) shirt and one (1) pair of shorts (subject to profile), or one (1) shirt and one (1) action back overalls, or one (1) pair of coveralls.

173.10. The allocation of 5 or 8 sets is determined by whether an Employee is on routine maintenance in which case 5 sets will be supplied, or on migratory conditions where a 8 on 6 off roster arrangement exists in which case 8 sets will be supplied.

174. TEAM STRUCTURES, TEAM DESIGN AND ACCOUNTABILITY

174.1. The following principles have been agreed to ensure that groups work as teams using a shared commitment, which compliments the direction and values for RailCorp. These will be applied progressively as the circumstances permit:

- (a) team members are to be trained in and will apply a range of operational, technical and interpersonal skills consistent with their competency streams; and
- (b) the environment, including management is to be characterised by open communications, delegation and consultation.

174.2. In regard to team management it is acknowledged that:

- (a) team managers may be supported by Team Leaders and/or Work Group Leaders. No other supervisory level will be required.

SCHEDULE 5A – RATES OF PAY									
1 April 2010									
Infrastructure Workers – Asset Operations and Engineering & Projects and Commercial									
Infrastructure Annual and Weekly Rates (Cat 1 = non Average Pay / Cat 2 = Average Pay)							Commercial Weekly Rates		
Level	Annual (A) Weekly (W)	Cat 2 with Industry Allowance	Cat 1 with Industry Allowance	Cat 2 without Industry Allowance	Cat 1 without Industry Allowance	% of 3.1 (100) Rate	Commercial with Industry Allowance	Commercial without Industry Allowance	% of 3.1 (100) Rate
5.2	A	\$82,595	\$80,264	\$80,029	\$77,698	166			
5.1	A	\$76,810	\$74,647	\$74,244	\$72,081	154	\$1,395.35	\$1,346.00	154
4.4	A	\$71,024	\$69,030	\$68,458	\$66,464	142			
4.3	A	\$65,240	\$63,414	\$62,674	\$60,848	130	\$1,185.55	\$1,136.20	130
4.2	A	\$62,346	\$60,605	\$59,780	\$58,039	124	\$1,133.15	\$1,083.80	124
4.1	W	\$1,143.35	\$1,111.50	\$1,094.00	\$1,062.15	118	\$1,080.70	\$1,031.35	118
3.3	W	\$1,087.75	\$1,057.50	\$1,038.40	\$1,008.15	112	\$1,028.25	\$978.90	112
3.2	W	\$1,032.10	\$1,003.50	\$982.75	\$954.15	106	\$975.80	\$926.45	106
3.1	W	\$976.45	\$949.45	\$927.10	\$900.10	100	\$923.35	\$874.00	100
2.3	W	\$930.10	\$904.45	\$880.75	\$855.10	95			
2.2	W	\$883.75	\$859.45	\$834.40	\$810.10	90	\$879.65	\$830.30	95
2.1	W	\$837.40	\$814.45	\$788.05	\$765.10	85	\$835.95	\$786.60	90
1.2	W	\$791.05	\$769.45	\$741.70	\$720.10	80	\$792.25	\$742.90	85
1.1	W	\$753.95	\$733.45	\$704.60	\$684.10	76	\$731.10	\$681.75	78

In the Asset Operations and Engineering & Projects Group, Salaried Officer conditions apply at classification level 4.2 and above.

There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

Schedule 5A – Rates of Pay – 1 April 2011									
Infrastructure Workers – Asset Operations and Engineering & Projects and Commercial									
Infrastructure Annual and Weekly Rates (Cat 1 = non Average Pay / Cat 2 = Average Pay)							Commercial Weekly Rates		
Level	Annual (A) Weekly (W)	Cat 2 with Industry Allowance	Cat 1 with Industry Allowance	Cat 2 without Industry Allowance	Cat 1 without Industry Allowance	% of 3.1 (100) Rate	Commercial with Industry Allowance	Commercial without Industry Allowance	% of 3.1 (100) Rate
5.2	A	\$85,486	\$83,073	\$82,830	\$80,417	166			
5.1	A	\$79,498	\$77,260	\$76,842	\$74,604	154	\$1,444.20	\$1,393.10	154
4.4	A	\$73,510	\$71,447	\$70,854	\$68,791	142			
4.3	A	\$67,523	\$65,634	\$64,867	\$62,978	130	\$1,227.05	\$1,175.95	130
4.2	A	\$64,529	\$62,727	\$61,873	\$60,071	124	\$1,172.85	\$1,121.75	124
4.1	W	\$1,183.40	\$1,150.45	\$1,132.30	\$1,099.35	118	\$1,118.55	\$1,067.45	118
3.3	W	\$1,125.85	\$1,094.55	\$1,074.75	\$1,043.45	112	\$1,064.25	\$1,013.15	112
3.2	W	\$1,068.25	\$1,038.65	\$1,017.15	\$987.55	106	\$1,010.00	\$958.90	106
3.1	W	\$1,010.65	\$982.70	\$959.55	\$931.60	100	\$955.70	\$904.60	100
2.3	W	\$962.70	\$936.15	\$911.60	\$885.05	95		\$0.00	
2.2	W	\$914.70	\$889.55	\$863.60	\$838.45	90	\$910.45	\$859.35	95
2.1	W	\$866.75	\$843.00	\$815.65	\$791.90	85	\$865.25	\$814.15	90
1.2	W	\$818.75	\$796.40	\$767.65	\$745.30	80	\$820.00	\$768.90	85
1.1	W	\$780.35	\$759.15	\$729.25	\$708.05	76	\$756.70	\$705.60	78

In the Asset Operations and Engineering & Projects Group, Salaried Officer conditions apply at classification level 4.2 and above.

There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

Schedule 5A – Rates of Pay – 1 April 2012									
Infrastructure Workers – Asset Operations and Engineering & Projects and Commercial									
Infrastructure Annual and Weekly Rates (Cat 1 = non Average Pay / Cat 2 = Average Pay)							Commercial Weekly Rates		
Level	Annual (A) Weekly (W)	Cat 2 with Industry Allowance	Cat 1 with Industry Allowance	Cat 2 without Industry Allowance	Cat 1 without Industry Allowance	% of 3.1 (100) Rate	Commercial with Industry Allowance	Commercial without Industry Allowance	% of 3.1 (100) Rate
5.2	A	\$88,478	\$85,981	\$85,729	\$83,232	166			
5.1	A	\$82,280	\$79,964	\$79,531	\$77,215	154	\$1,494.70	\$1,441.85	154
4.4	A	\$76,083	\$73,948	\$73,334	\$71,199	142			
4.3	A	\$69,886	\$67,931	\$67,137	\$65,182	130	\$1,269.95	\$1,217.10	130
4.2	A	\$66,788	\$64,922	\$64,039	\$62,173	124	\$1,213.85	\$1,161.00	124
4.1	W	\$1,224.80	\$1,190.70	\$1,171.95	\$1,137.85	118	\$1,157.65	\$1,104.80	118
3.3	W	\$1,165.20	\$1,132.80	\$1,112.35	\$1,079.95	112	\$1,101.45	\$1,048.60	112
3.2	W	\$1,105.60	\$1,074.95	\$1,052.75	\$1,022.10	106	\$1,045.30	\$992.45	106
3.1	W	\$1,046.00	\$1,017.05	\$993.15	\$964.20	100	\$989.10	\$936.25	100
2.3	W	\$996.35	\$968.90	\$943.50	\$916.05	95		\$0.00	
2.2	W	\$946.70	\$920.65	\$893.85	\$867.80	90	\$942.30	\$889.45	95
2.1	W	\$897.05	\$872.45	\$844.20	\$819.60	85	\$895.50	\$842.65	90
1.2	W	\$847.35	\$824.25	\$794.50	\$771.40	80	\$848.65	\$795.80	85
1.1	W	\$807.60	\$785.70	\$754.75	\$732.85	76	\$783.15	\$730.30	78

In the Asset Operations and Engineering & Projects Group, Salaried Officer conditions apply at classification level 4.2 and above.

There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

Schedule 5A – Rates of Pay – 1 April 2013									
Infrastructure Workers – Asset Operations and Engineering & Projects and Commercial									
Infrastructure Annual and Weekly Rates (Cat 1 = non Average Pay / Cat 2 = Average Pay)							Commercial Weekly Rates		
Level	Annual (A) Weekly (W)	Cat 2 with Industry Allowance	Cat 1 with Industry Allowance	Cat 2 without Industry Allowance	Cat 1 without Industry Allowance	% of 3.1 (100) Rate	Commercial with Industry Allowance	Commercial without Industry Allowance	% of 3.1 (100) Rate
5.2	A	\$91,575	\$88,990	\$88,730	\$86,145	166			
5.1	A	\$85,160	\$82,763	\$82,315	\$79,918	154	\$1,547.00	\$1,492.30	154
4.4	A	\$78,746	\$76,536	\$75,901	\$73,691	142			
4.3	A	\$72,332	\$70,308	\$69,487	\$67,463	130	\$1,314.40	\$1,259.70	130
4.2	A	\$69,125	\$67,194	\$66,280	\$64,349	124	\$1,256.35	\$1,201.65	124
4.1	W	\$1,267.67	\$1,232.37	\$1,212.95	\$1,177.65	118	\$1,198.15	\$1,143.45	118
3.3	W	\$1,205.98	\$1,172.45	\$1,151.30	\$1,117.75	112	\$1,140.00	\$1,085.30	112
3.2	W	\$1,144.30	\$1,112.57	\$1,089.60	\$1,057.85	106	\$1,081.90	\$1,027.20	106
3.1	W	\$1,082.61	\$1,052.65	\$1,027.90	\$997.95	100	\$1,023.70	\$969.00	100
2.3	W	\$1,031.22	\$1,002.81	\$976.50	\$948.10	95		\$0.00	
2.2	W	\$979.83	\$952.87	\$925.15	\$898.15	90	\$975.30	\$920.60	95
2.1	W	\$928.45	\$902.99	\$873.75	\$848.30	85	\$926.85	\$872.15	90
1.2	W	\$877.01	\$853.10	\$822.30	\$798.40	80	\$878.35	\$823.65	85
1.1	W	\$835.87	\$813.20	\$781.15	\$758.50	76	\$810.55	\$755.85	78

In the Asset Operations and Engineering & Projects Group, Salaried Officer conditions apply at classification level 4.2 and above.

There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

SCHEDULE 5B				
Allowances	April 2010	April 2011	April 2012	April 2013
Item 1 Industry Allowance (per annum)	\$2,566	\$2,656	\$2,749	\$2,845
OTHER ALLOWANCES				
Item 2 Start & Finish (per day)	\$16.70	\$17.29	\$17.89	\$18.52
Item 3 Climatic Zone (per week)	\$13.40	\$13.86	\$14.35	\$14.85
Item 4 Broken Hill (per week)	\$9.22	\$9.55	\$9.88	\$10.23
Item 5 Dirty work (per hour)	\$0.87	\$0.90	\$0.94	\$0.97
Item 6 Tunnel money (per hour)	\$0.52	\$0.54	\$0.56	\$0.58
Item 7 Filled Cable (per week)	\$18.11	\$18.74	\$19.40	\$20.07
Item 8 Filled Cable (per week)	\$21.83	\$22.59	\$23.38	\$24.20
Item 9 Disability allowance (per week)	\$13.40	\$13.86	\$14.35	\$14.85
Item 10 Respirators airline (per hour)	\$2.28	\$2.36	\$2.44	\$2.53
Item 11 Confined Space (per hour)	\$0.63	\$0.66	\$0.68	\$0.70
Item 12 Lifts & Escalators(per week)	\$137.80	\$142.60	\$147.60	\$152.75
Item 13 Height (per hour)	\$0.27	\$0.28	\$0.29	\$0.30
Item 13A Height (per shift)	\$0.86	\$0.89	\$0.92	\$0.96
Item 14 Wet work (per hour)	\$0.42	\$0.43	\$0.45	\$0.46

Schedule 5B				
Allowances (continued)	April 2010	April 2011	April 2012	April 2013
TRAVELLING & INCIDENTAL EXPENSES				
General				
Item 15 Rate per Day	\$157.90	\$163.45	\$169.15	\$175.05
Item 16 Per service	\$39.45	\$40.85	\$42.30	\$43.80
Item 17 Meal / Overtime meal	\$13.30	\$13.75	\$14.25	\$14.75
Item 17A Crib	\$4.40	\$4.55	\$4.70	\$4.85
Item 18 Holiday Relief/ Temp Trans (per week)	\$710.65	\$735.50	\$761.25	\$787.90
Item 18A Salary limit (per annum)	\$98,445	\$101,891	\$105,457	\$109,148
ON CALL				
Item 19 Rostered (per shift)	\$21.35	\$22.10	\$22.85	\$23.65
Item 20 Non – rostered (per shift)	\$32.10	\$33.20	\$34.35	\$35.55
Item 21 Salary limit (per annum)	\$98,445	\$101,891	\$105,457	\$109,148
Item 22 Overtime Salary limit (per annum)	\$74,145	\$77,111	\$80,195	\$83,002

SCHEDULE 5C - INFRASTRUCTURE WORKER AND COMMERCIAL CLASSIFICATION STREAMS

Electrical						Mechanical				Lifts and Escalators	
	trade	trade	trade	non trade	trade		trade	trade	trade		
Level	Signal Electrical	Substation Low Voltage	Cable Jointing HV	Can Cabling	Rail Traction	Level	Plant Mechanics	Signal Fitting	Quarry Maintainer	Level	Metals & Engineering Competencies
5.2	TL	TL				5.2				5.2	
5.1			TL	TL	TL	5.1	TL	TL	TL	5.1	TL
4.4	WGL	WGL				4.4				4.4	
4.3	ulcp	ulcp			WGL	4.3		WGL		4.3	Core Band 2 3.1 + 48 A/B
4.2						4.2	ulcp			4.2	Core Band 2 3.1 + 42 A/B
4.1			WGL	WGL (cons)	ulcp	4.1		ulcp	uclp	4.1	Core Band 2 3.1 + 36 A/B
3.3				WGL (maint)		3.3				3.3	Core Band 2 3.1 + 24 A/B
3.2			ulcp	ulcp		3.2				3.2	Core Band 2 3.1 + 12 A/B
3.1						3.1				3.1	EO 5(i) 20 Core Band 1 + 76 A

SCHEDULE 5C- INFRASTRUCTURE WORKER AND COMMERCIAL CLASSIFICATION STREAMS (Continued)											
2.3						2.3				2.3	
2.2						2.2				2.2	10 Core Band 1 + 54 A
2.1						2.1				2.1	2 Core Band 1 + 30 A
1.2						1.2				1.2	basic training
1.1						1.1				1.1	entry level

Track and Structures						Construction			Diamond Drilling, Survey, Traffic Officers			
		non trade	non trade	non trade	non trade		non trade	trade		non trade	non trade	non trade
Level	Quarry Operators	Signal Mechanical	Track	Structures	Resurfacing	Level	Construction	Carpentry	Level	Diamond Drilling	Surveying	Traffic Officers
5.2						5.2			5.2			
5.1						5.1		TL	5.1			
4.4	TL	TL	TL	TL	TL	4.4	TL		4.4	TL		TL
4.3						4.3			4.3			

Track and Structures						Construction			Diamond Drilling, Survey, Traffic Officers			
		non trade	non trade	non trade	non trade		non trade	trade		non trade	non trade	non trade
Level	Quarry Operators	Signal Mechanical	Track	Structures	Resurfacing	Level	Construction	Carpentry	Level	Diamond Drilling	Surveying	Traffic Officers
4.2						4.2	WGL	WGL	4.2			ulcp
4.1						4.1			4.1			
3.3	ulcp	WGL	WGL	WGL	WGL	3.3		ulcp	3.3	WGL		
3.2		ulcp				3.2			3.2	ulcp	WGL	
3.1			ulcp	ulcp	ulcp	3.1	ulcp		3.1		ulcp	
2.3						2.3			2.3			
2.2						2.2			2.2			
2.1						2.1			2.1			
1.2						1.2			1.2			
1.1						1.1			1.1			

SCHEDULE 5D - ROSTERING AND FATIGUE MANAGEMENT - POLICY AND GUIDELINES

1. Purpose

This policy provides guidance on management of the hazards and risks associated with extended working hours and shiftwork. The hazards associated with shiftwork not only arise as a direct consequence of the shift system in a particular workplace but are also associated with the way individuals and groups respond to the system-in-place. Specifically, these hazards may include, but are not limited to: falling asleep at work, poor communication at work, ignoring safety requirements and falling asleep on the way home from work.

Fatigue can arise from both work and non-work related activities and can have an effect on an Employee's state of alertness with consequential impacts on Employee work performance and well being. There are several types of work related fatigue that may be induced by the work environment, the work task or sleep patterns.

Under OH&S legislation an Employer has a duty of care to control known hazards by either eliminating or minimising them.

2. Scope

This policy and these guidelines will be applied to all shift work rosters.

3. Responsible Parties

4. Related Documents

5. Occupational Health & Safety Act.

6. Factors associated with Hazards of Shiftwork and minimisation strategies

The hazards associated with shiftwork may be amplified by various factors:

Shift duration, or the number of hours that should be worked in one (1) shift, is subject to the limits set out in this Enterprise Agreement. However overtime and "callout" arrangements often further extend these hours and may lead to circadian disruption, fatigue etc.

The Employer is committed to managing this situation by the application of fatigue assessment tools to assist decision-making and minimise work-related fatigue.

Lack of suitable recovery periods between shifts is a major factor affecting the hazard associated with shiftwork. This is particularly the case between night shifts, as the body is forced to stay awake when it is programmed to sleep. In addition, the value of a break, with a set duration, between shifts is completely dependent on the time of day at which the break commences. Hence, minimum break duration requirements should acknowledge the time-of-day impact.

Unpredictable work schedules may also compromise the quality of rest time if there is the continual possibility of recall to duty. Consequently, on-call arrangements both on-site and off-site also need to be structured in accordance with the hazards outlined. Where recall to duty is involved, particular attention should be given to the individual's current and recent work pattern in order to minimise hazards created by disruption of body rhythms and the potential for reduced work performance.

The Employer is committed to working within the consultation principles outlined in the Enterprise Agreement regarding shift alterations.

Circadian rhythms can cause performance levels to vary across the 24-hour day and many aspects of human performance are at their lowest level at night. However, the level of performance at all times of day can be reduced if sleep deprivation occurs. Sleep deprivation is most likely to accumulate between night shifts as

daytime sleep is of lower quality and quantity than night sleep. Therefore, working a night shift, or a series of night shifts, is an additional factor influencing hazards for Employees.

The Employer will use a fatigue assessment program to design rosters and manage circumstances that may give rise to an increase in consecutive numbers of night shifts.

7. Risk Management

Work related fatigue is an identifiable and potential workplace hazard. Accordingly management of workplace fatigue should occur within Occupational Health & Safety (OH&S) framework.

Under an OH&S framework there is a joint (Employer/Employee) responsibility in the management of the process.

A collaborative approach between the Employer and Employees is required in the management of the risks and minimisation of the hazards.

All fatigue related incidents and absences will be recorded and assessed. Reasonable access to relevant information should be made available to the Union and local OH&S representatives.

A risk management approach will be adopted when assessing work related fatigue using the fatigue management index.

- (i) An approach that examines the likelihood, consequence and susceptibility of risk of fatigue related to the tasks in the shift will be adopted.
- (ii) Assessment of risk will be undertaken in conjunction with local management and Employee representatives using defined methodology.
- (iii) Local managers and Employee representatives will be trained in the application of risk assessment methodology.

8. Design principles for schedules

Scheduling the work of Employees to eliminate or minimise the potential health and safety risks to all stakeholders is required. The following performance- based principles should underline the design of work schedules:

- (i) Minimise the occasions on which Employees are required to work more than 12 hours in a period.
- (ii) Ensure that any period of extended hours is compensated with a longer break before resuming a shift.
- (iii) Avoid rapid shift changes so that at least a 24-hour break is provided before rotating to a new shift.
- (iv) Ensure Employees have a minimum of 48 consecutive hours free of work in a 14-day period.
- (v) Minimise consecutive night shifts in order to limit reductions in performance levels caused by circadian disruption, fatigue and reduced alertness.
- (vi) Account for "covering" contingencies caused by sickness or absences.
- (vii) The allocation of appropriate numbers of Employees during peak times and periods of demand is fundamental to minimising the exposure to risks associated with extended working hours. Numbers and types of Employees should be rostered on the basis of predictable demands for services by daily, weekly, seasonal and annual trends.

- (viii) Capacity to replace/relieve Employees where unplanned or unavoidable extended hours have created a risk to Employee health and safety.

9. Roster development

The primary considerations in managing fatigue in the workplace include:

- (i) Addressing the opportunity for quantity and quality of sleep particularly addressing the "time of day" effect.
- (ii) Ensuring that the numbers of consecutive shifts (in particular night shifts) shift lengths and rest periods between shifts are considered in roster compilation, again addressing time of day considerations.
- (iii) Understanding that Employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.
- (iv) Periods of extended hours should be compensated with a longer break before resuming a shift.

10. Roster Guidelines

Rosters will be drafted, discussed and implemented through the consultation process. They will conform to the above principles.

Where agreement cannot be reached about a particular roster the following guidelines will apply:

- (i) Maximum shift length - 12 hours (14 hours including travel time to/from residence)
- (ii) Minimum break between shifts - 11 hours.
- (iii) Maximum number of shifts - 12 in 14 days.
- (iv) Maximum number of consecutive day shifts -11
- (v) Maximum number of consecutive night shifts - 5 x 8 hour, 4x 10 hour, 3 x 12 hour
- (vi) Maximum number of 12 hour shifts - 7 in 14 days
- (vii) Maximum number of consecutive 12 hour shifts - 4

11. Raising Awareness and Training

An integral part of the effective management of fatigue will be the raising of awareness and the training of managers, supervisors and Employees in fatigue management. Awareness raising and training will address but not be limited to: -

- (i) Methods of minimising the risks associated with shift work.
- (ii) The responsibilities of both the Employer and the Employee in managing the requirements of business operations.
- (iii) An understanding of the physical and psychological effects shift work has on Employees.
- (iv) How to identify potential and/or existing problems associated with lack of sleep and fatigue.
- (v) Individual coping strategies to best minimise the adverse impacts of shiftwork and extended hours.

- (vi) Services made available to help Employee's better cope with shiftwork and extended hours, such as Employee- assistance schemes.
- (vii) Utilisation of Fatigue Management Index and risk assessment tools and processes.
- (viii) All Employees engaged in shift work will be required to complete the "Practical Living for Shiftworkers" training package.
- (ix) Employees' spouse/partners will be invited to participate in the "Practical Living for Shiftworkers" program. This will be an on-going program.

12. Consultation

A process of consultation will assist in the development and maintenance of a safe workplace by ensuring that schedules and workloads are reasonable and practicable for a particular workplace or organisation. Consequently, effective "controls" for workplace scheduling and task allocation are developed through consultation with those working the shifts.

Employees will be involved in the development and design of rosters, taking into consideration the design principles set out above. In addition, Employees should be involved in all future discussions regarding changes or adjustments to their shift system.

13. Employee assistance services

Employees have access to Employee Assistance Services that can assist with coping strategies for working shift work and associated work or personal issues.

14. Future Developments

Fatigue management is an evolving process and further management methods and process will be developed in the future.

- (i) The Centre for Sleep Research at the University of South Australia (and other appropriate authorities) are continuing to undertake research in this area and the parties will give consideration to the new developments as they arise.
- (ii) Future issues for consideration include; the use of impairment testing; consideration of a social index, dynamic rostering, environmental and workload issues.

SCHEDULE 5E - ROSTERING WORK

For the purposes of this Schedule Rosters has the same meaning as Roster Cycle.

1. Category 2 workers becoming Category 1 workers.

This can only occur in exceptional circumstances, which might include, but not be limited to religious affiliation, changes in parental access rights, etc., a suitable post and regression to a salary level commensurate to Category 1 equivalency.

In practice similar principles in finding suitable employment as those used in Workers Compensation cases will be applied.

2. Consultation

All employees are to receive a copy of the roster to which they are being asked to work.

To reduce any possible adverse impact of proposed rosters on work groups or employee's roster shall be validated after consultation.

A draft roster shall be presented to all employees thirty-five (35) days prior to commencement of work patterns. Work groups and individuals will have seven (7) days to comment on and resolve any issues.

The personal circumstances (including all pre-notified periods of training) of employees must be taken into account when rosters are drawn up.

There is an obligation on both management and the individual not to unreasonably constrain availability or to unreasonably fail to taken into account all personal circumstances. Where accommodation of the circumstances is not possible for key members (those with specialist or scarce skills) of staff mutual agreement must be reached between the individual and the rostering manager. If mutual agreement does not occur, the provisions of clause (e) below will apply.

3. Rosters

Rosters must include the start and finish times of each shift.

Rosters are to show the work location or section of track where the work is to be performed of each shift.

Except as provided in this paragraph the ordinary shifts to be worked by an employee will be of a maximum length of twelve (12) hours. Rosters may contain a maximum of six shifts of less than eight (8) hours duration with a minimum duration of six (6) hours duration in any twenty-eight (28) day period.

Except by mutual agreement employees will not be rostered to work more than two (2) weekends in any twenty-eight (28) day period, that is, "2 weekends in 4" means precisely that, and confirms that our definition of a weekend is either a Saturday and Sunday or a Saturday or a Sunday. This precludes a single weekend day on 3 or 4 consecutive weekends being acceptable in any twenty-eight (28) day period.

Other than by mutual agreement RailCorp will not impose a regime of permanent afternoon or nightshift.

In any four (4) week period, one (1) week of nights and/or one (1) week of afternoons may be required as a maximum. The two (2) one-week periods are mutually exclusive and cannot be substituted. The week of nights is subject to a maximum of five (5) consecutive shifts, and the week of afternoons is subject to a maximum of six (6) consecutive shifts respectively. The spreading of these shifts "all over the place" will not be deemed as acceptable.

Areas and/or groups of employees who currently work to a rostering system will not have their roster patterns changed merely as a result of the introduction of averaged pay working.

4. Working of Shifts

The maximum number of consecutive shifts an employee may be required to work is twelve (12). An employee may be rostered to work up to a maximum of five (5) consecutive twelve (12) hour shifts. An employee may be required to work six (6) or seven (7) consecutive twelve (12) hour shifts only after approval has been given by the General Manager. An employee cannot be work more than seven (7) consecutive twelve (12) hour shifts.

The start and finish times of any given shift may be changed to meet work requirements under the following circumstances:-

- (a) For no more than two (2) shifts out of twenty-eight (28) (ie., the roster cycle) by management decision.
- (b) For any more than two (2) shifts only by mutual agreement of the employee. The employee may not unreasonably withhold agreement.

The cancellation and/or re-allocation of a shift to an alternate date may occur with mutual agreement of the employee concerned and where at least forty-eight (48) hours' notice is given to the employee. If less than forty-eight (48) hours' notice is given to the employee a penalty of 15% for the re-allocated shift, in addition to all other entitlements associated with the shift, shall be paid to the employee.

Note: what this means is that if a Friday shift is cancelled and rescheduled to the Saturday with less than forty-eight (48) hours' notice, the employee will receive the normal payment of time and one-half for the Saturday shift plus an additional payment of 15% for the Saturday shift because of less than forty-eight (48) hours' notice.

Except by mutual agreement, employees will not be required to work a shift of which they have received less than forty-eight (48) hours' notice, more than once in each fortnightly roster period.

An employee who has been given less than forty-eight (48) hours' notice to work at a location significantly different from that indicated on the roster, will not be required to work at the changed location if personal hardship is raised, e.g. Campbelltown to Hornsby.

The alteration of all shifts within a fortnightly roster period may be changed with twenty-eight (28) days' notice.

The above changes may occur with shorter periods of notice where the employee(s) agree.

Employees may swap their shifts by mutual agreement where the manager approves. Managers will not unreasonably withhold approval.

There should be no more than one short notice shift change per fortnight roster period.

5. Resolution of Rostering Issues

The General Manager or their nominee is accountable for resolution of the operational issues. They will take an overt role to regularly review the rosters and their development and implementation and consult with staff and unions alike. Specifically they will seek to accelerate the resolution of disputes and misapplication of rostering practices in conjunction with staff and union representatives. The General Manager Employee Relations in accordance with Step 3 of the Dispute Settlement Procedure (DSP) is the central reference point for resolution of issues that cannot be resolved at the local and team management level.

There is no place for coercion, threats, intimidation or other such tactics in the rostering process. RailCorp expects alternative options to be considered which might include working shorter shifts, rescheduling work and provision of individually tailored support, etc. All staff have the right to raise any example of this kind of management with the General Managers and unions at any time.

SECTION 6 - COMMUNICATIONS & CONTROL SYSTEMS FIELD STAFF

175. ARRANGEMENT

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176. APPLICATION OF SECTION 6

- 176.1. This Section 6 applies to Employees who are employed in any of the grades contained in Schedule 6A.
- 176.2. The Employer acknowledges the career paths for those Employees within these classifications whose nature of work involves work beyond the scope of the classifications. This will result in reclassification to the RC levels as detailed in Section 2 of this Agreement.

177. REMUNERATION GRADE

- 177.1. The remuneration ranges for Employees are in Schedule 6A.
- 177.2. These remuneration ranges are inclusive of:
- (a) Base Salary, leave loading and all allowances (including Industry Allowance);
 - (b) Employer contribution to superannuation equal to the superannuation guarantee charge; and
 - (c) the value of the Employee travel pass for those Employees who, following 29 August 2002, elected to retain the value of their travel pass in their remuneration.
- 177.3. The following payments are not included in the remuneration ranges:
- (a) weekend and shift penalties;
 - (b) overtime; and
 - (c) on-call allowance and call-outs,
- where any or all of the above are applicable.
- 177.4. Each Employee will be paid fortnightly.

178. REMUNERATION REVIEW

- 178.1. The Employer will annually review the remuneration of Employees in the light of relevant market trends and taking into account the circumstances of the role. The remuneration ranges may be increased where the review process indicates that the market median has shifted.
- 178.2. Provided that an Employee has a formal performance agreement in place, the Employer will conduct a review of the Employee's performance for that year and a review of the Employee's remuneration level.
- 178.3. Where an Employee is granted an increase to their remuneration level as a result of the performance assessment process, then the increased remuneration level will be regarded as the remuneration for the purposes of the following year's assessment.
- 178.4. No Employee will suffer a salary reduction while this Agreement operates because of change in the relevant market trends.

179. ACTING OUT OF GRADE

- 179.1. The Employer may act Employees in lower-graded positions other than the ones to which they are appointed. Where an Employee is required to act in a lower grade, the Employee will undertake such duties without loss of remuneration.

- 179.2. Higher duties will provide Employees with experience in higher positions, which will assist in their future career development. Where an Employee is requested and agrees to act in a position which is graded higher than the Employee's substantive position for a period of 4 weeks or more, the Employee will be paid at a salary point within the higher grade range as determined by the General Manager (Communications and Control Systems) or delegate.

180. WORK FLEXIBILITY WITHIN THE CLASSIFICATION STRUCTURE

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.

181. HOURS OF WORK AND ROSTERED DAYS OFF

- 181.1. Except for designated Shiftworkers, the span of ordinary hours extends from 7am to 7pm on Mondays to Fridays. Work performed within this span of hours does not attract overtime penalties unless it exceeds the fortnightly hours of work.
- 181.2. The ordinary hours of work will be 76 hours per fortnight. A monthly roster will be posted 2 weeks in advance. It may be varied with 2 weeks notice or by agreement.
- 181.3. Ordinary hours may be worked in blocks of up to 12 hours without attracting overtime penalties. Ordinary hours may be worked in blocks of no less than 4 hours, except on Saturdays, where the minimum Shift length is 6 hours.
- 181.4. The minimum Shift length for Shiftworkers is 8 hours on any day.
- 181.5. No Employee will be required to work more than 12 days out of every 14.
- 181.6. The minimum interval between any Shift will be 8 hours. If an Employee's next Shift commences before the Employee has had 8 hours rest because of overtime or call-out requirements, then the rest interval will be maintained without loss of pay for ordinary working time during such absences.
- 181.7. All Employees are entitled to one Rostered Day Off (RDO) each 4 weeks and may accumulate RDOs up to a maximum of 5 in any one year.
- 181.8. Accumulated RDOs may be taken in a block or as an addition to rostered annual leave by arrangement with the Employer and only where such will not result in any additional cost by reason of the Employer having to provide relief or the working of overtime.
- 181.9. Where the Employer requires an Employee to work on what is otherwise scheduled as an RDO, the Employer will provide an alternative day off as soon as is practicable.

182. OVERTIME

- 182.1. Overtime will be paid as follows:
- (a) Monday to Saturday - one and a half times the single time rate for the first 3 hours and then double time; and
 - (b) Sundays - double time.
- 182.2. Employees who were covered by Clause 30.1 of the Rail Infrastructure Corporation Enterprise Bargaining Agreement 2002 as at 29 August 2002 will continue to be paid double time and a half for overtime on Sunday.
- 182.3. All overtime, including emergency work, is to be contained within fatigue management guidelines.

183. STARTING AND FINISHING AT LOCATIONS OTHER THAN HOME STATION

- 183.1. In order to maximise efficiency, Employees can be required to commence and finish duty at any location that is within a radius of 50 kms from either or both their home, where they are temporarily living, or their home station.
- 183.2. An allowance as set out at item 5 of Schedule 6B will be paid for each day that an Employee is required to start and finish their Shift at the location pursuant to Sub-clause 183.1. This allowance is not payable where the Employer provides transport in a vehicle.
- 183.3. Employees may be required to travel out of hours. Where this involves an unreasonable amount of travel, the Employee will be afforded an equal amount of time off in lieu for travel on their own time.
- 183.4. The Employer retains the discretion to pay Employees at single time rates for travel out of hours. Time spent travelling out of hours will not be part of ordinary hours.
- 183.5. When considering any change to an Employee's current or future Home Depot, the Employer will not act in a harsh or unreasonable manner. The Employer will use its best endeavours to reduce the total travel time of the Employee from residence to worksite. The Employer will not alter Home Depots primarily to reduce travel time and/or start/finish allowance. In the event that the total travel time increases as a result of any change to current or future Home Depot and during consultation an Employee raises a grievance, the Employer will not implement such change until the Dispute Settlement Procedure has been exhausted.

184. MEAL BREAKS

Employees shall be entitled to reasonable meal breaks of at least 30 minutes without pay (except Shiftworkers who are entitled to a crib break of 20 minutes with pay). Employees shall have at least one meal break during each Shift.

185. SICK LEAVE

- 185.1. Employees who were covered by the Rail Access Corporation (Argus Telecommunications Field 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:
- (a) are entitled to 10 days sick leave per annum; and
 - (b) 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.
- 185.2. Subject to Sub-clause 185.1, 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.
- 185.3. Subject to Sub-clause 185.1, Employees are required to provide medical certificates when sick leave:
- (a) exceeds three consecutive working days
 - (b) joins a public holiday, bank holiday, or approved picnic day.
 - (c) occurs immediately before and after a Rostered Day Off (RDO) or Accrued Day Off (ADO) (including weekends for Monday to Friday workers).
- 185.4. Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to a maximum of six days of total sick leave entitlements in any one (1) year as uncertified absences.

186. ON-CALL/CALL-OUTS

- 186.1. An Employee recalled to work from their residence will be paid for the call-out at the classification rate for a minimum of 4 hours.
- 186.2. For the purpose of the minimum payment, the first 3 hours will be paid at time and one half and then at double time, except that:
- (a) any time worked on a Sunday will be paid at double time;
 - (b) any time worked on a public holiday will be paid at time and a half in addition to the days pay an Employee otherwise receives.
- 186.3. Where a call-out extends beyond the minimum 4 hour payment period the Employee will be paid for those hours actually worked commencing from the time the Employee is called until the Employee returns home.
- 186.4. An Employee who is required by the Employer to be available outside normal working hours for recall to work will be paid an allowance as set out at item 1 of Schedule 6B per rostered day or Shift and an allowance as set out at item 2 of Schedule 6B when on-call for a non rostered day or Shift. The Employee must be contactable and available for duty when required. Payment of this allowance will not be made to Employees whose salary is higher than as set out at item 3 of Schedule 6B.
- 186.5. In addition to the standard on call arrangements contained in this clause, Employees of Argus who were in receipt of an annualised on call payment at 29 August 2002, will retain this payment in recognition of the requirement for such Employees to regularly attend to work requirements out of hours from their home.

187. TRAVELLING TIME

- 187.1. All travelling time, including intervening journeys, where an Employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at single time rates, except that:
- (a) on a Sunday when it will be paid at time and a half; and
 - (b) on a Saturday when it will be paid at time and a quarter.
- 187.2. It is acknowledged, however, that there may be circumstances where, due to the amount of travelling time involved, the Employer will continue to exercise its discretion to include travel time as rostered time consistent with its principles for rostering in Clause 30 (Rostering Principles (Shiftworkers)) of Section 1 of this Agreement.

188. EXCESS TRAVEL TIME

- 188.1. Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the Home Depot.
- 188.2. The provisions of this clause do not apply to Employees whose salary exceeds that as set out at item 4 of Schedule 6B as varied.
- 188.3. Travel time paid under Sub-clause 188.1 will be paid at ordinary time, except on Sundays and public holidays, when the rate will be time and one half, and on Saturdays, when the rate will be time and one quarter.
- 188.4. **Home Depot/Station**

- (a) All Employees shall be allotted to a location which for the purposes of this Agreement shall be their "Home Depot". A Home Depot may be changed from time to time.
- (b) When considering any change to an Employee's current or future Home Depot, the Employer will not act in a harsh or unreasonable manner. The Employer will use its best endeavours to reduce the total travel time of the Employee from residence to worksite. The Employer will not alter Home Depots primarily to reduce travel time or remove travelling and/or any relevant start/finish allowance. In the event that the total travel time increases as a result of any change to current or future Home Depot and, during consultation an Employee raises a grievance, the Employer will not implement such a change until the Dispute Settlement Procedures have been exhausted.

189. TRAVELLING AND INCIDENTAL EXPENSES

- 189.1. Employees who are required to undertake work temporarily at a location away from their Home Depot and/or residence, which does not permit them to return to their Home Depot, and/or residence daily, and who incur the expense of overnight accommodation, will be paid expenses based on reasonable and necessary costs incurred at the rates as set out at item 6 of Schedule 6B per day.
- 189.2. Where incomplete days are involved, reimbursement will be calculated on a 'service entitlement' basis at the rate of 'one quarter of the amount per day' contained in Sub-clause 189.1 for each 'service entitlement' for which they have incurred expenses where they have been away from the Home Depot overnight.
- 189.3. A service entitlement will be calculated as follows:
- | | |
|-----------|---|
| Breakfast | Depart Home Depot before 0700 or return to Home Depot after 0800. |
| Lunch | Depart Home Depot before 1300 or return to Home Depot after 1400. |
| Dinner | Depart Home Depot before 1830 or return to Home Depot after 1830. |
| Bed | Depart Home Depot before 0100 or return to Home Depot after 0100. |
- 189.4. Employees utilised on relief duties may have their Home Depots altered to a depot nearer their residence than their appointed Home Depot while relieving, but not otherwise.
- 189.5. Where an Employee incurs reasonable and actual expenses on a daily basis, supported by actual receipts, in excess of the above amounts, they will be reimbursed by the Employer. Three star accommodation as accredited by the NRMA will be considered reasonable for the purposes of reimbursement. Where reimbursement of actual expense occurs, it will be in substitution for any and all of the above payments.
- 189.6. Employees who are:
- (a) relieving for holidays for periods of not less than 2 weeks; or
 - (b) who are transferred temporarily from their Home Depot to another place;
- and where the transfer or holiday relief necessitates their living temporarily away from their regular place of residence, will be granted an allowance at the rate as set out at item 9 of Schedule 6B per week of 7 days. Existing practices in the making of temporary transfers will not be altered merely in consequence of this provision.
- 189.7. Employees required to work overtime for more than 2 hours immediately after their ordinary finishing time, and without having been notified 24 hours before of the requirement to work, will either be supplied with a meal by the Employer, or be paid the allowance as set out at item 8 of Schedule 6B 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.

- 189.8. Where it is necessary for an Employee, other than those provided for in Sub-clause 189.10, who travels daily when engaged on work away from their Home Depot to have more than one meal per ordinary shift away from the Home Depot, the Employee will be paid the allowance as set out at item 8 of Schedule 6B for each meal in excess of one.
- 189.9. Employees who ordinarily return home during their Shift for a meal when working at their Home Depot and who are notified, after attending for duty at their Home Depot, that they are required to work at a place which will not permit them to have the meal at their home, as had been arranged by them prior to attending for duty, will be paid a meal allowance as set out at item 8 of Schedule 6B.
- 189.10. Employees employed in an infrastructure worker classification (civil discipline) engaged on work away from their Home Depot to and from which they can travel daily, will be paid a tea money allowance as set out at item 8 of Schedule 6B if their return is later than 2 hours after their normal finishing time and is after 1830.
- 189.11. This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

190. SHIFT WORK

- 190.1. For the purposes of this clause:
- (a) "Afternoon Shift" means any Shift finishing after 1800 hours and at or before 2400 hours.
 - (b) "Night Shift" means any Shift finishing subsequent to midnight and at or before 0800 hours, or a Shift that commences after midnight and at or before 0400.
- 190.2. An Employee rostered to work an Afternoon Shift will be paid an additional 20% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- 190.3. An Employee rostered to work a Night Shift will be paid an additional 25% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- 190.4. Any rostered Shift commencing between 0400 and 0600, which is not subject to weekend penalties provided in Clause 46 (Weekend Penalties) of Section 1 of this Agreement, will be paid at the appropriate overtime rates for the time worked between 0400 and 0600.

191. PAYMENT FOR WORK ON A PUBLIC HOLIDAY

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

192. INTERVALS BETWEEN SHIFTS

The minimum interval between any shift will be 8 hours. If an Employee's next shift commences before the Employee has had 8 hours rest because of overtime or call-out requirements, then the rest interval will be maintained without loss of pay for ordinary working time during such absences.

193. TRAINING AND DEVELOPMENT

The Employer is committed to the progressive training and development of its Employees. The Employer will support the various initiatives and programs contained within this Agreement aimed at enhancing the Employer's capability through its Employees. 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.

194. AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE

Where the Employer requires an Employee to obtain an Australian Communications Authority licence in connection with their duties, the Employer will meet the cost of this licence.

195. SUPERANNUATION

Where an Employee is receiving superannuation contributions at a rate in excess of the standard contribution (9% of Base Salary), then the Employer will continue to meet that higher level of contribution to which the Employee is entitled.

196. ALLOWANCES AND EXPENSES - GENERAL

Allowances and expenses are contained in Schedule 6B.

SCHEDULE 6A - REMUNERATION**REMUNERATION**

Grade	Remuneration	
	Min.	Max.
Telecommunications Officer Grade 3	\$35771	\$53657
Telecommunications Officer Grade 4	\$40651	\$60975
Telecommunications Officer Grade 5	\$46100	\$69151

SCHEDULE 6B - ALLOWANCES AND EXPENSES

Schedule 6B				
Allowances				
	April 2010	April 2011	April 2012	April 2013
Item 1 On Call - Rostered (per shift)	\$21.35	\$22.10	\$22.85	\$23.65
Item 2 On Call - Non – rostered (per shift)	\$32.10	\$33.20	\$34.35	\$35.55
Item 3 On Call - Salary limit (per annum)	\$98,445	\$101,891	\$105,457	\$109,148
Item 4 Travelling Time Limit (per annum)	\$85,651	\$88,649	\$91,752	\$94,963
Item 5 Start and Finish	\$16.70	\$17.30	\$17.90	\$18.55
TRAVELLING & INCIDENTAL EXPENSES				
General				
Item 6 Rate per Day	\$157.90	\$163.45	\$169.15	\$175.05
Item 7 Per service	\$39.45	\$40.85	\$42.30	\$43.80
Item 8 Meal/ Overtime meal	\$13.30	\$13.75	\$14.25	\$14.75
Item 9 Holiday Relief/ Temp Trans (per week)	\$710.65	\$735.50	\$761.25	\$787.90