

MEMORANDUM OF AGREEMENT
(CLAUSE 9.8, CLASSIFICATION STRUCTURE)

This **MEMORANDUM OF AGREEMENT** (“Classification Structure Agreement 2007”) dated August 2007 is made between:

RAIL CORPORATION NEW SOUTH WALES (“RailCorp”)

and

ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA (“APESMA”)

AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION (“ASU”)

COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA (“CEPU”)

AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION (“RTBU”)

THE AUSTRALIAN WORKERS’ UNION (“AWU”)

(collectively, the “**Rail Unions**”)

WHEREAS

- A. On 5 July 2005 a Full Bench of the Australian Industrial Relations Commission (“**the AIRC**”) handed down a decision concerning certification of a multiple business agreement entitled the Rail Corporation New South Wales, Rail Infrastructure Corporation and State Rail Authority of New South Wales Enterprise Agreement (“**EBA 2005**”).
- B. A key public interest consideration taken into account by the AIRC was the proposal for rationalisation of the industrial regulation of the rail industry.
- C. Clause 9.8 of EBA 2005 provides:

The parties agree to develop and implement new classification structures for clerical, administrative, technical and professional employees in RailCorp within three (3) months of certification of this Agreement. These negotiations will also include matters pertaining to the new classification structures, including progression, promotion and transitional arrangements.

- D. Given the importance of the proposed rationalisation, including the proposal under clause 9.8, the AIRC sought undertakings from the parties concerning the implementation of the reforms. Such written undertakings were given by the parties

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on 15 July 2005, and the AIRC, on the basis of those undertakings, certified EBA 2005 to come into effect on 19 July 2005.

- E. The combined effect of the written undertakings and other undertakings given on transcript was that any new classification structures under clause 9.8 were to be included in EBA 2005 by way of formal variation under the *Workplace Relations Act 1996*.
- F. Before any variation to EBA 2005 could be agreed, changes to the *Workplace Relations Act 1996* brought about by the *Workplace Relations Amendment (Work Choices) Act 2005* appeared to preclude any variation of EBA 2005 in the way contemplated by both the parties and the AIRC.
- G. The parties still desire to implement the reform commitments given in EBA 2005 and undertaken to the AIRC, and have explored various avenues for achieving that in a way that meets the spirit of those undertakings.

IT IS NOW AGREED AS FOLLOWS**1 Definitions**

1.1 In this Memorandum of Agreement:

“**Act**” refers to *Workplace Relations Act 1996*.

“**EBA 2008**” refers to the Agreement that replaces EBA 2005 after EBA 2005 passes its nominal expiry date on 31 March 2008.

“**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 under Agreement 2007 referred to in Clause 2 of this Memorandum of Agreement.

“**Parties**” refers to RailCorp and the Rail Unions.

2 Agreement to Implement Reform by Administrative Action

- 2.1 The Parties will implement by administrative action a new classification structure in terms set out in the RailCorp Administrative, Technical and Professional Employees Agreement 2007 (“**Agreement 2007**”), attached as Schedule A of this Memorandum of Agreement.
- 2.2 Notwithstanding that, the Parties will make application to the AIRC to seek variation of EBA 2005 pursuant to section 170MD(6) of the Act, to incorporate the changes brought about or made necessary by Schedule A. The Parties will take all steps, execute all documents, do everything reasonably required and use their best endeavours to seek to ensure that the AIRC approves and makes such a variation.

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- 2.3 Should the AIRC not make the variation, for any reason, the Parties will continue to implement the new classification structure by administrative action. The Parties will take all steps, execute all documents, do everything reasonably required and use their best endeavours to ensure proper implementation of the changes by administrative action.

3 Incorporation in EBA 2008

- 3.1 Schedule A will be incorporated in its terms as part of EBA 2008, notwithstanding the implementation by administrative action at an earlier date.
- 3.2 The Parties agree that, with the exception of anomalies or inequities, or matters arising under the Grievance Policy under clause 6 of this Memorandum of Agreement, no part of the negotiations leading to EBA 2008, nor any industrial action, demand or request shall be made or undertaken in relation to the inclusion of Schedule A in EBA 2008, the non inclusion of Schedule A, or the variation or change of Schedule A as it applies in EBA 2008.

4 Acknowledgements by Rail Unions

- 4.1 The Rail Unions acknowledge:
- (a) RailCorp's right to implement change by administrative action (subject to the provisions of EBA 2005 and in accordance with this Memorandum of Agreement);
 - (b) that the relevant rates in Schedule A meet for all purposes any capped benefits in EBA 2005 which are the subject of a further cap in Schedule A of this Memorandum of Agreement;
 - (c) that neither this Memorandum of Agreement, Schedule A, nor the administrative arrangements present any issues of Financial Disadvantage for the purposes of clause 14.5 of EBA 2005, and undertake that they will not make, file, support, fund, encourage or otherwise be involved in any claim, demand, action, proceeding or process contrary to that acknowledgement except as allowed by the Grievance Procedure at clause 6, below;
 - (d) that they will use their best endeavours to ensure members affected by the changes understand and accept the changes and will take all steps reasonably necessary to give effect to the changes.

4. Variation of individual employment arrangements

- 4.2 RailCorp will issue to employees covered by Schedule A a document setting out a summary of the effect of the changes and detailing their proposed classification and rate of pay.
- 4.3 Notwithstanding those new employment arrangements, nothing takes away the rights of either the employee or the relevant Rail Union to have any individual grievance or concern arising out of the implementation of the Classification Structure to be addressed under the Grievance Procedure set out in Clause 6 of this Memorandum of Agreement.

5. Grievance Procedure

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- 5.1. All individual grievances or concerns arising out of the implementation of the RailCorp Classification Structure will be addressed through this Grievance Procedure.
- 5.2. Where an individual grievance or concern is covered by the Grievance Procedure, that grievance or concern is excluded from the Dispute Resolution clause of Agreement 2007. No grievance or concern covered by the Grievance Procedure is to be the subject of any dispute resolution process under Agreement 2007 other than under that Grievance Procedure.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. The General Manager Human Resources or his / her 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.
- 5.7. If the issue remains unresolved, it is to be referred to the Group General Manager Human Resources.
- 5.8. 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.

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- 5.9. The intention of this process is to have any grievance dealt with 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.
- 5.10. 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.
- 5.11. At any stage of the Grievance Procedure, an employee is entitled to be represented by a person or organisation of his or her choice.

6. Intention of this Memorandum of Agreement

- 6.1. By entering into this Memorandum of Agreement, the Parties intend to be both legally and industrially bound to honour their respective undertakings and promises contained in this Agreement.
- 6.2. The Parties agree that this Memorandum of Agreement may be pleaded as a defence to any action concerning or alleging breach of EBA 2005.

7. Deed Poll by RailCorp

RailCorp will enter into a Deed Poll, with the Rail Unions and affected employees as beneficiaries:

- (a) setting out or confirming any other conditions of employment, or any rights or privileges of the Rail Unions as contained in any other legal or industrial instrument covering conditions of employment of RailCorp employees covered by this Agreement, which will also apply; and
- (b) binding itself to the terms of this Memorandum of Agreement.

8. Deeds Poll by Rail Unions

Each Rail Union will enter into a separate Deed Poll, with RailCorp as a beneficiary, binding itself to the terms of this Memorandum of Agreement.

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Signed for and on behalf of the)
RAIL CORPORATION)
NEW SOUTH WALES)

 Chief Executive
 Rail Corporation New South Wales

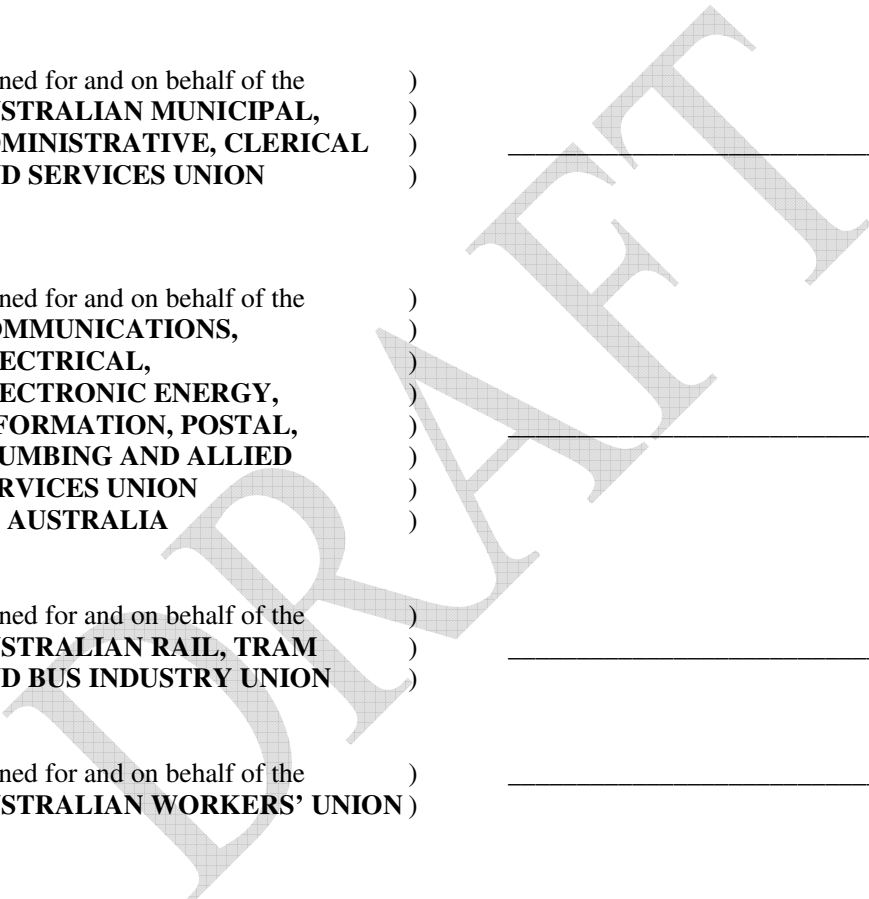
Signed for and on behalf of the)
ASSOCIATION OF)
PROFESSIONAL ENGINEERS,)
SCIENTISTS AND MANAGERS,)
AUSTRALIA)

Signed for and on behalf of the)
AUSTRALIAN MUNICIPAL,)
ADMINISTRATIVE, CLERICAL)
AND SERVICES UNION)

Signed for and on behalf 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)
AND BUS INDUSTRY UNION)

Signed for and on behalf of the)
AUSTRALIAN WORKERS' UNION)



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SCHEDULE A

RAILCORP ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES AGREEMENT 2007

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1 Title

This Agreement will be known as the RailCorp Administrative, Technical and Professional Employees Agreement 2007.

2 Definitions

2.1. In this Agreement:

“**Agreement 2007**” means this Agreement;

“**Memorandum of Agreement**” means the Memorandum of Agreement between RailCorp and the Rail Unions concerning Classification Structure (Classification Structure Agreement 2007).

2.2. 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”)
- (c) the following unions (“the Unions”):
 - (i) Association of Professional Engineers, Scientists and Managers, Australia (APESMA)
 - (ii) Australian Municipal, Administrative, Clerical and Services Union (ASU)
 - (iii) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)
 - (iv) Australian Rail, Tram and Bus Industry Union (RTBU)
 - (v) 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:

- (i) address disparities between the former Rail Infrastructure Corporation (RIC) and State Rail Authority (SRA) Classification Structures and related conditions;
- (ii) implement the reform commitments given in EBA 2005; and

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(iii) 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 are effective to commence on and from2007. 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:

- expense allowances — daily meal allowances;
- disability allowances — start and finish allowances;
- wage related payment — annual leaving loading;
- 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

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TABLE 1

RAILCORP CLASSIFICATION STRUCTURE		
	Level 2E	\$47,644
RailCorp Grade 3	Level 3A	\$49,624
	Level 3B	\$51,197
	Level 3C	\$52,333
	Level 3D	\$53,830
	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 3 C	\$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

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TABLE 1

RAILCORP CLASSIFICATION STRUCTURE		
	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.

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- (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 at2007. Each of these positions will be classified and filled under contractual arrangements as they fall vacant.

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- 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

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- 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

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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

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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		
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		
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		
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		
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		
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

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	<u>Level C</u>	<u>\$98,549</u>	<u>Y</u>	
	<u>Level D</u>	<u>\$100,955</u>	<u>Y</u>	
	<u>Level E</u>	<u>\$103,410</u>	<u>Y</u>	
<u>IT Specialist Grade 6</u>	<u>Managerial Grade 3</u>			
<u>Level A</u>	<u>\$96,684</u>	<u>Level A</u>	<u>\$96,684</u>	<u>V</u>
<u>Level B</u>	<u>\$101,100</u>	<u>Level B</u>	<u>\$101,100</u>	<u>V</u>
<u>Level C</u>	<u>\$105,519</u>	<u>Level C</u>	<u>\$105,519</u>	<u>V</u>
<u>Level D</u>	<u>\$109,943</u>	<u>Level D</u>	<u>\$109,943</u>	<u>V</u>
<u>Level E</u>	<u>\$114,360</u>	<u>Level E</u>	<u>\$114,360</u>	<u>V</u>

- 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.
- Positions at former SRA IT Specialist Grade 6 will, when created or as existing positions fall vacant, be covered under individual contractual arrangements.
- 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.
- 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.

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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 annual leave loading which is the difference between the TRP and TRP x 0.013462;
- Deduct SGC which is the difference between the TRP and TRP x 0.917431;
- 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.

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

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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		
< \$35,376	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		
< \$41,318	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		
< \$49,625	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		
< \$56,844	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		
< 69,068	RC Grade 5	
< 69,068	Level A \$69,067	Z

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\$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.
- 9.6. 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:

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- (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, and
- (b) will continue to receive increases in rates of pay under future Enterprise Agreements.

10 RailCorp Classification Structure Performance Development Scheme

10.1. RailCorp Grades 1 to 5

- (a) 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.
- (b) The employee's annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.
- ~~(c) 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 accredited Management Coach or another person with appropriate skills and competency in Performance Management application. The decision of the third party will be final.~~
- (d) Employees can only progress one incremental level each year.
- (e) Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

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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~~

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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 accredited 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:

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

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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

- (ii) annual leave loading will be paid on a pro rata basis when Employees take their annual leave;
- (iii) 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

- (iv) the Superannuation Guarantee Charge calculation will be based on base salary comprising of base pay and industry allowance;
- (v) 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;
- (vi) 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;
- (vii) 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

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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. Early morning \$2.69 per hour
2. Afternoon \$2.69 per hour
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).

13.6 Overtime

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

13.7 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).

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- (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 Australian Fair Pay and Conditions Standard

Employees are entitled to the standard minimum entitlements provided by the Workplace Relations Act 1996 (“WR Act”).

15 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 Agreement 2007. No grievance or concern covered by the Grievance Policy is to be the subject of any dispute resolution process under Agreement 2007 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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 his / her nominee will: <ul style="list-style-type: none"> • 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 |

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	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 his or her choice.

16 Dispute Resolution

- 16.1. 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.
- 16.2. It is the parties' objective to avoid any interruption to services and the performance of work.
- 16.3. At any stage in the process, a party may elect to be represented by any person or organisation of their choice.
- 16.4. 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.
- 16.5. 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 his / her 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

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or his 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.

- 16.6. Subject to their legal rights of appeal, the parties agree to be bound by any outcome imposed by the Commission.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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.
- 16.11. Nothing in this DSP prevents any party from entering into direct negotiations at any stage.
- 16.12. The timeframes outlined in Steps 1 to 5 and in 10.9 exclude weekends and public holidays.
- 16.13. 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.

17 Continuity of Employment

- 17.1. 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 his or her continuity of employment affected by that transition or by entering that Contract.

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18 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

Australian Rail Training Functional Agreement 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

Deleted: Train Planners
 Functional Agreement 2000—
 Graphic Support Employees only