

Rail Corporation New South Wales Union Collective Agreement 2008

SECTION 1



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SECTION 1 - CORE CONDITIONS

1 Arrangement

<i>Clause</i>		<i>Page</i>
1	Arrangement	3
Part A: INTRODUCTION AND OBJECTIVES		7
2	Introduction	7
3	Objectives of the Parties to this Agreement	7
Part B: OPERATION		9
4	Definitions	9
5	Title	13
6	Parties Bound	13
7	Nominal Term of this Agreement and Transitional Arrangements	14
8	Consultative Process	14
9	Dispute Settlement Procedure (DSP)	15
10	Relationship of this Agreement to Awards	17
11	Unintended Consequences	19

<i>Clause</i>	<i>Page</i>	<i>Clause</i>	<i>Page</i>
12	20	33	53
13	21	34	56
14	21	35	57
15	22	36	57
16	22	37	58
17	23	38	59
18	26	39	60
19	28	40	61
20	28	41	63
21	29	42	65
22	30	43	66
23	30	44	66
24	31	45	67
25	32	46	68
26	33	47	68
27	35	48	68
28	36		
29	36		
30	37		
31	40		
32	42		
		Part C: SIGNATORIES	69
		Schedule 1A – SALARY CAPS FOR ANNUAL LEAVE LOADING	71

Part A: INTRODUCTION AND OBJECTIVES

2 Introduction

- 2.1 This Agreement comprises seven sections. The provisions included in Section 1 have organisational wide application. The provisions included in Sections 2 to 7 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 7 which are intended to have functional application and have therefore been included in other Sections of this Agreement. Where provisions in Sections 2-7 are inconsistent with provisions in Section 1, the provisions in Sections 2-7 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.

Commission means the Australian Industrial Relations Commission (AIRC).

Competence is 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.

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, 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.

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

Local Employee Representative means a person, of the Employee's choice, from their work area.

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 43.

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.

Non trade Employee 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 means those awards listed in Clause 10 of this Agreement, or any subsequent award, which replaces or supersedes those awards.

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 organisation of Employees as listed at Clause 6 (Parties Bound) 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 Rail Corporation New South Wales Union Collective Agreement 2008.

6 Parties Bound

This Agreement shall be binding on:

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

7 Nominal Term of this Agreement and Transitional Arrangements

This Agreement will come into effect when approved by the Workplace Authority and will remain in force up until 31 March 2010.

8 Consultative Process

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

- (a) Peak Level – a regular forum 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.
- (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 or size of the workforce, or in the skills required;
- (b) The elimination or reduction of job opportunities;
- (c) Alteration in the rostered hours of work;
- (d) The restructuring of jobs and the consequent need for retraining, training or transfer of Employees to other work;
- (e) Changes to classification structures or position descriptions applying to a job or jobs.

8.3 Consultative Arrangements

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. This will involve:

- (a) The Employer will outline the proposed change and the effects on the Employees so that the Employees could consider the change and respond. Nothing in this clause is to be construed as requiring the employer to disclose information about Employees contrary to Workplace Relations Regulations 2006;
- (b) The Employer and the affected Employees and/or their Employee representatives will discuss the proposed change, and the Employer will invite input from affected Employees and/or Employee representatives;
- (c) The Employees will be given an opportunity to discuss the proposed change with their Employee representative, and 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 the parties are committed to resolving disputes as quickly and as close to the source of the issue as possible and must not unreasonably delay the DSP process. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

9.2 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 directly with the local supervisor/ manager. The local supervisor/manager shall provide a written response to the Employee concerning the dispute within 48 hours advising them of the action being taken.

STEP 2: If the dispute remains unresolved, it shall be referred to a higher level of local management for discussion with the Employee(s) and/ or the local Employee representative. These discussions shall conclude within 48 hours of the local manager being aware of the problem. Management will provide a written response, stating the reasons for the position adopted by management regarding the dispute within a further 48 hours.

STEP 3: If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Manager of Industrial Relations or their nominee and the Employee(s) and/ or the Employee(s) representative, shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 48 hours of the completion of Step 2.

STEP 4: 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), 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 5: If the dispute remains unresolved any party may refer the matter to the Australian Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Australian Industrial Relations Commission, provided that arbitration is limited to disputes that involve matters pertaining to the relationship between the employer and Employee(s).

9.3 By mutual agreement confirmed in writing, Step 4 outlined above may be avoided, and the parties to the dispute may seek the assistance of the Commission in the terms outlined at Step 5.

9.4 If it is decided to refer the matter to the Australian Industrial Relations Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 4. A copy of the notification must be forwarded to all relevant parties to the dispute.

9.5 The parties to the dispute may extend the timeframe of Steps 3 to 5 by agreement. Such agreement shall be confirmed in writing.

9.6 The status quo before the emergence of the dispute shall continue whilst the above 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.

9.7 The timeframes in Steps 1 to 5 above are exclusive of weekends and public holidays.

9.8 **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 of this Agreement to Awards

10.1 Except by reference, for the purpose of a classification, this Agreement prevails, to the extent of any inconsistency, over the Awards listed hereunder:

- Salaried Officers (Railways New South Wales) Award, 2002
 - Senior Officers Rail, Bus and Ferries New South Wales Award, 2002
 - The Railways Professional Officers Award, 2002
 - Part I – General
 - Part III – New South Wales
 - The Locomotive Enginemens New South Wales Award, 2002
 - Railways Traffic, Permanent Way and Signalling Wages Staff Award, 2002
 - Part I – General
 - Part III - New South Wales, Rail Operations Grades
 - Part IV – Permanent Way and Signalling Grades, New South Wales
 - Part V – State Rail Authority of New South Wales on Train Services
 - The Railways Miscellaneous Grades Award
 - Part I – General
 - Part III – Public Transport Commission of New South Wales
 - Railways Metal Trades Grades Award, 2002
 - Part I – General
 - Part III – Metal Trades Grades, New South Wales
 - Part IV – Electrical Trades Grades, New South Wales
 - Part V – Coachmaking Trades Grades, New South Wales
 - Public Transport Construction Award
 - Government Railways (Building Trades Maintenance Staff) Award (NSW)
 - Government Railways (Building Trades Construction Staff) Award (NSW)
- 10.2 While this Agreement is intended by the parties to cover the whole field of relevant employment the parties note that because of doubts about what matters pertain to the employment relationship, other matters have also been agreed to by the

parties, and have been included in an enforceable Deed but not included in this Agreement.

- 10.3 The parties to this Agreement have attempted to limit its terms to those matters pertaining to the relationship between the Employer and the Employee;
- (a) Should it be found at any time, that any term whatsoever of this Agreement (including this term) is not a matter pertaining to the relationship between the Employer and the Employees, it is agreed by the parties that the Term should be treated as having no force or effect as a term of this Agreement and that this Agreement will otherwise continue to operate absent the Term; and
 - (b) If any term is found to be not a matter pertaining to the relationship between the Employer and the Employees, the parties hereby agree to embody a replica of any such Term in an enforceable Deed with a view to maintaining the efficacy and integrity of this Agreement and to assist in the Dispute Settlement Procedure.
- 10.4 In adopting a cautious approach to the identification of those matters which pertain to the relationship between the Employer and the Employee for the purposes of this Agreement, the parties to this Agreement have agreed to accept the ruling of the Commission or a court at any other time, concerning the deletion of, or addition to those matters which are contained in this Agreement, as opposed to those matters which are to be embodied in a Deed of the kind referred to at Sub-clause 10.3(b).

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 Workplace Relations Act 1996.

- 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 Workplace Relations Act 1996.

12 Wage/Salary and Allowance Adjustments

- 12.1 Wage and salary adjustments provided for in this Agreement are as follows:

- (i) 4% from first pay period commencing on or after 1 April 2008 and
- (ii) 4% from first pay period commencing on or after 1 April 2009.

- 12.2 The applicable allowances are listed in Schedules 2A, 3A, 4A, 5A, 6A and 7A including industry, expenses, wage and work related allowances and will be adjusted in accordance with the percentage increases outlined in Clause 12.1.

- 12.3 Increases in expense related allowances will be in accordance with Clause 12.1 and will be effective to commence on and from the date of the Workplace Authority's approval of the Agreement.

- 12.4 The parties acknowledge that all allowances listed in the schedules referred to in Clause 12.2 will be varied in accordance with adjustments and timelines outlined in Clause 12.1.

13 Productivity Savings Component of Wage/Salary Adjustments

- 13.1 The parties commit to implementation of the following planned and ongoing reforms by no later than 1 April 2009 to provide the productivity savings component needed to fund the increases contained in Clause 12.1 under this Agreement:

- (a) cleaning reforms on stations and in depots
- (b) review of RailCorp's administrative systems
- (c) reform to station operations
- (d) RailCorp Program Alliance

The reforms outlined in this clause will be undertaken in accordance with Clause 8 (Consultative Process) and Clause 9 (Dispute Settlement Procedure).

RailCorp's proposed reforms are focused on achieving improved customer satisfaction, cleanliness, workloads and cultural change.

14 No Extra Claims other than in Accordance with this Agreement

This Agreement covers the field. During the life of this Agreement the parties:

- (i) will continue to recognise the Employer's managerial prerogative to propose and implement change in compliance with this Agreement;
- (ii) shall make no extra claims for any changes in remuneration or conditions of employment;
- (iii) agree that where any change proposed in Clause 14(i) of this Agreement, impacts upon Employees' existing rates of pay and/ or conditions of employment under the RailCorp Union Collective Agreement 2008, then it can only be implemented in accordance with the Facilitative Agreements Clause of the RailCorp, Guarantee of Rights Deed 2008 (Deed Poll);

For Train Crew it is recognised that “conditions of employment” includes:

- (a) Depot Transfer and Roster Placement Procedures
- (b) Rostering Codes and Conditions.

15 Redeployment Across Agencies

Employees who are undergoing redeployment/ retraining will be eligible for temporary placement and/ or permanent redeployment within RailCorp, and other 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 Employee who is available and deemed suitable to undertake duties shall be considered surplus 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 29 (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 no more than 30 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) A Part-Time Employee may be engaged on a permanent or fixed term basis as provided for in this Agreement.
 - (d) 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.
 - (e) 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.
 - (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 Casual Employee has been engaged for a period of 6 months and during which time has worked the equivalent time of a full-time Employee, the Employer shall:
 - (i) review the ongoing need for the work and determine whether there is an ongoing permanent position required or whether there is a fixed term position required. If an ongoing permanent is required, the Employer will commence filling in accordance with Clause 23 (Filling of Authorised Positions). If a fixed term position is determined, the Employer shall offer the Casual Employee the opportunity to elect to have his or her employment converted to temporary employment for the duration of the identified fixed term position;
- (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.

18 Apprenticeships, Traineeships and Cadetships

- 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 The Employer may employ trainees in line with State and Commonwealth Guidelines, and in accordance with classification structures in this Agreement.

18.5 Apprentices

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

18.6 Adult Apprentices

YEAR	PERCENTAGE
First year	78%
Second year	80%
Third year	83%
Fourth year	88%

- 18.7 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.
- 18.8 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.
- 18.9 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.

19 Induction and Orientation

All Employees, at 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.

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 6 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 the period of notice 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, fixed term or a casual Employee) unless:
- (a) The Employee has been given the period of notice required by this clause; or
 - (b) The Employee is guilty of serious misconduct.
 - (c) All relevant legislative provisions have been complied with.
- 21.2 The required period of notice 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 Temporary Employees are to provide one (1) weeks notice of termination.
- 21.6 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 2 weeks, to determine whether there are any wages or salaried Employees on the displaced list undergoing a retraining program 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 4 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 positions 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 the transfer between depots and obtaining lines on rosters for train crews.

24 Promotion Appeals

- 24.1 Prior to lodging any promotional appeal to the Transport Appeals Board (TAB), or its successor, the following requirements must be met:
- (i) the particular position had been advertised; and
 - (ii) the maximum salary for the position is less than the minimum salary for a position graded RailCorp Grade 5 as at the time of advertising; and
 - (iii) the Employee was an applicant for the position; and
 - (iv) the Employee was eligible for appointment to the position; and
 - (v) the successful applicant was a RailCorp Employee prior to selection; and
 - (vi) the position would be a promotion for the Employee; and
 - (vii) the Employee has demonstrated that the essential criteria of the position are met; and
 - (viii) in lodging an appeal the appellant shall be required to document in detail the grounds and reasons that he/she relies on to make them a more meritorious candidate.
- 24.2 An independent assessor shall determine, based on the criteria set out above, whether an appeal should be allowed to proceed.
- 24.3 The assessor's decision shall be final and all parties will be formally advised of the outcome.

- 24.4 The applicant will have 11 days from the date of being informed of the selection committee decision to provide to the assessor a detailed statement outlining their contentions in relation to (i) – (viii) above.
- 24.5 The assessor shall, within 10 days of receiving the applicant's documentation:-
- (a) make a determination;
 - (b) inform the applicant of the outcome;
 - (c) where it is determined that the criteria above has been met, forward the application to the TAB.
- 24.6 If the assessor determines that the appeal should not be allowed to proceed, the applicant must:
- not commence an appeal of the decision; or
 - not proceed with any appeal that has been lodged.
- 24.7 Appeals to the TAB shall be confined to an appeal(s) against the successful applicant(s).
- 24.8 As the first step to implementation of this change in the appeal process the parties agree to a review, by an agreed independent person, of current selection procedures to ensure that they are a sound basis to implement the new appeal process.
- 24.9 The independent person shall provide a report containing outcomes and any recommendations from the review to the parties.

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, Group Human Resource Manager, 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. Local Employee representatives 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 Group Human Resource Manager.
- 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).

26 Structural Reviews (Corporate and Administrative Staff)

- 26.1 Where a review or restructure is proposed, and will result in a variation in:
- (a) The number of established positions where the number of positions is being reduced; or

- (b) Changes to the duties performed or in the skills required in any of the positions; or
- (c) The elimination or reduction of job opportunities; or
- (d) Changes in the hours of work; or
- (e) Outsourcing or contracting out of any part of the business.

Prior to the implementation of any change the Employer will:

- (i) Consult with relevant Unions and affected Employees prior to implementing any proposed changes in accordance with Clause 8 (Consultative Process);
 - (ii) Provide a rationale for proposed changes based on business needs;
 - (iii) Discuss the effects of such changes on the Employees concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on them; and
 - (iv) As part of this process, the Group General Manager or their nominee will confer with relevant Unions and nominated Employees' representatives and in so doing provide the Unions and Employees with copies of the proposed organisational structure (highlighting positions created/ deleted and positions where change/no change in duties and responsibilities is intended).
- 26.2 The unions and Employees will have 10 working days in which to consider and respond to the Employer's proposal. This period may be extended by agreement.
- 26.3 The unions will have the option of formally advising acceptance of the Employer's proposal or else seeking a meeting to outline their concerns/ issues that they want considered before any final decision is taken on the new structure.
- 26.4 If the Group General Manager agrees to the changes requested by the unions/ Employees, then they will formally notify the other parties accordingly and thereafter proceed to implement the new structure within 21 days.

- 26.5 If the Employer disagrees, then the matters in dispute will be referred to the Chief Executive for determination. The Chief Executive or their nominee's decision will be final and all parties will be advised of that decision.
- 26.6 Nothing in this clause is to be construed as requiring the employer to provide information to the relevant unions which is contrary to Regulation 8.5(1)(k) of the Workplace Relations Regulations 2006.

27 Salary Maintenance

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.

- 27.7 Once appointed, the Employer has no obligation to provide further redeployment offers.
- 27.8 Prior to an appointment in accordance with Clause 27.5:
- 27.8.1 The Employer shall be required to provide 2 further reasonable offers of redeployment, if available, during that 12 month period; and
- 27.8.2 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.

28 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.

29 Hours of Work

- 29.1 This clause is subject to the Hours of Work clauses in Sections 2, 3, 4, 5, 6, and 7 of this Agreement.
- 29.2 The ordinary hours of work shall be 76 hours per fortnight (excluding meal breaks) divided into not more than 10 Shifts.
- 29.3 Notwithstanding Clause 29.2, an Employee whose ordinary hours are less than 76 per fortnight shall retain that condition until that Employee:
- accepts a promotion;
 - requests and is transferred to another position; or
 - 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.

- 29.4 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.
- 29.5 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.
- 29.6 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.

30 Competency Based Classification Structures

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 No artificial barriers within and across career streams shall exist.

Trade and non-trade classifications

- 30.5 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.

30.6 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.

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

30.8 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.

30.9 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.

Salaried Classifications

30.10 The approach defined in the 'trade and non-trade classifications' section will apply to the development of 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 Clause 30.6 (g), the parties will have regard to the current practices of salaried Employees in undertaking formal training in their own time and the availability of study assistance.

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

31 Rostering Principles (Shift Workers)

31.1 This clause excludes Infrastructure Workers (IWs) and Team Managers classified in accordance with the Infrastructure Division IW classification structure.

31.2 Introduction

- (a) All rosters will be developed in accordance with the Employer's core rostering principles set out in Clause 31.3 and be subject to local level consultation (in accordance with Clause 8.2) 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.

31.3 Core Rostering Principles

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

- (a) the health and safety of Employees;
- (b) fatigue management obligations;
- (c) operational and business requirements;
- (d) duty of care obligations;
- (e) a fair and equitable distribution of the rostered work between Employees of like classification;
- (f) local level consultation;
- (g) patterns of working which assist quality of life considerations; and

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

31.4 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.

31.5 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 Clause 31.3. 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.

31.6 Exchange of Shifts

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

32 Leave Provisions

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

32.1 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 December 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.

32.2 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 Clause 32.2 (c), Employees shall receive leave loading calculated on their salary, up to a maximum salary set out at item 1 of Schedule 1A.
- (c) Employees to whom Section 5, 6 and 7 applies shall receive leave loading calculated on their salary, up to a maximum salary set out at item 2 of Schedule 1A.

32.3 Accrual of Annual Leave

- (a) (i) Except as provided for in Sub-clause 32.3 (a)(ii) 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 (1) year after the date upon which the right to take the holiday accrued.
- (ii) Clause 32.3 (a)(i) 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.
- (iii) Employees who have more than a single year's annual leave accrued will be notified by the Employer of the expectation to clear such excess accrual.

- (iv) 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.

32.4 Sick Leave

- 32.4.1 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.
- 32.4.2 Employees are required to provide medical certificates when sick leave:
- (i) exceeds 3 consecutive working days
 - (ii) joins a public holiday, day in lieu of bank holiday, or picnic day.
 - (iii) occurs immediately before and after a Rostered Day Off (RDO) or Accrued Day Off (ADO) (including weekends for Monday to Friday workers).
- 32.4.3 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 (1) year as uncertified absences.

32.5 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.

32.6 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) (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 32.6 (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.

32.7 Carers Leave

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

- annual leave
- accumulated public holidays
- long service leave
- current and accrued sick leave

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

- 32.7.1 In normal circumstances, an Employee will not take carer's leave under this clause where another person has taken leave to care for the same person.
- 32.7.2 The entitlement to use sick leave in accordance with this clause is subject to:
- (i) Compliance with RailCorp procedures on sick leave in force at the time; and
- (ii) Employees being able to demonstrate if required, that they have the responsibility for care and support of the person concerned and/or that the sick leave is required because of the illness of the family member.

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

- 32.7.4 Where the provisions of Clauses 32.7.2 or 32.7.3 are not observed, the Employee will be deemed to be absent without leave.

32.8 Special Leave

- 32.8.1 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.

- 32.8.2 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.

32.8.3 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.

32.8.4 Bone Marrow Donations

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

32.8.5 Court Appearances

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.

When acting as private witness for the Police or Crown, Employees may apply to the court for additional expenses incurred by them.

If Employees are called as witnesses for other than the Police or the Crown they are not entitled to Special Leave.

32.8.6 Elections

Employees appointed as Returning Officers by the State Electoral Office are eligible for up to 7 weeks Special Leave to carry out their duties.

Employees who seek election in local, state or federal elections are not eligible for Special Leave.

32.8.7 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.

32.8.8 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.

32.8.9 National Aboriginal and Islander Day of Commemoration

Aboriginal Employees are allowed one (1) day's Special Leave to attend National Aboriginal Day celebrations. If this day falls on an RDO/ADO, it is treated as a public holiday for pay purposes. The RDO/ADO is not re-credited.

32.8.10 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).

32.8.11 Bereavement Leave

Bereavement Leave of up to 2 days or shifts is available to Employees, other than casual Employees, on each occasion on which an Employee's family member, or a member of the Employee's household dies.

The Employee must provide to the Employer satisfactory evidence of the death of the member of the Employee's family or household in order to receive payment for the leave taken.

Bereavement leave is not available to Employees who are already on leave.

32.8.12 Citizenship

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

32.8.13 Transport Institute Band

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

32.8.14 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.

32.8.15 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.

32.8.16 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.

32.9 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.

32.10 Attendance Management

32.10.1 Aim

(a) 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.

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.

32.10.2 Attendance Management Model

STEP 1: Increase Awareness and Monitor Absences

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

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

STEP 2: Formal Interview

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:

- (i) Provide information/feedback on the Employee's attendance record.
- (ii) Discuss the issue with the Employee and establish the reason(s) for the unsatisfactory attendance.

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:

- (i) 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.
- (ii) Set another time to review attendance and let the Employee know that their performance will be monitored in the interim.
- (iii) 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

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.

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

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.

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.

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

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

33 Public Holidays

- 33.1 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.
- 33.2 In addition to the public holidays prescribed above, Employees other than casual Employees, are entitled to one additional day in lieu of bank holiday without loss of pay.
- 33.3 New Year's Eve shall be observed as the holiday, in lieu of the gazetted bank holiday date.

33.4 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.

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

- (a) Time and a half for all hours worked on public holidays or the nominated day in lieu of bank holiday between 0000 and 2400; and
- (b) A further day's pay at ordinary rates or can elect to accrue that day subject to accruing up to a maximum 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 33.4(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).

33.6 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.

33.7 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.

33.8 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.

33.9 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.

33.10 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) During long service leave at full or half rates.
- (c) Where an Employee is absent without leave on the last working day before and the first working day after the bank or public holiday.
- (d) When an Employee is rostered to work on the holiday and is absent without leave.
- (e) When an Employee is on strike or is suspended.

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

34 Picnic Day

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 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.

35 Employee Travel Pass

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.

36 Uniforms, Protective Clothing and Equipment

- 36.1 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.
- 36.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.
- 36.3 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.
- 36.4 The Employer will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 36.5 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).

37 Disciplinary Matters

- 37.1 Disciplinary measures that may be taken after an investigation include:
- (i) caution or reprimand
 - (ii) a fine
 - (iii) reduction in position, rank or grade and pay;
 - (iv) suspension from duty without pay; and
 - (v) dismissal
- 37.2 Uncomplicated disciplinary investigations should generally be completed after 10 to 12 weeks from when an Employee is notified that an investigation is commencing.
- 37.3 Irrespective of the complexity of the matter, after 12 weeks from commencement of the notification, the Group General Manager Human Resources and Communications, 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.
- Similar advice is to be sent each subsequent 6 weeks after the first advice.
- 37.4 Where an investigation arises out of a complaint by another Employee, that Employee will also be advised of progress of the matter.
- 37.5 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.

- 37.6 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.
- 37.7 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.

38 Drugs and Alcohol Testing

- 38.1 The parties recognise the legislative obligations on the Employer to ensure the workplace is free from drugs and alcohol.
- 38.2 All Employees are to comply with:
- (a) the provisions of legislation relating to carrying out rail safety work free from drugs and alcohol;
 - (b) internal drugs and alcohol testing, and any associated programs (eg. rehabilitation).
- 38.3 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.

- 38.4 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.

39 Occupational Health, Safety and Environment

- 39.1 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.
- 39.2 The Employer must ensure the health, safety and welfare at work of all its Employees.
- 39.3 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.
- 39.4 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.
- 39.5 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 the Occupational Health and Safety Act 2000 (NSW) and the regulations that are imposed in the interests of health, safety and welfare on the Employer or any other person.
- 39.6 Employees must bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

40 Health Standards

- 40.1 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

- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 All payments will be subject to the Employee's compliance with an approved return to work arrangement.

- 40.6 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.
- 40.7 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

- 40.8 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.

41 Local Employee Representatives

- 41.1 The Employer will recognise Local Employee Representatives (LER) elected by the Employees.
- 41.2 The Employer acknowledges that when nominated by Employees LERs represent and speak on behalf of Employees in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure contained within this Agreement.
- 41.3 Accordingly the Employer will where the LER is chosen by Employees to do so allow, subject to reasonable notice, LERs reasonable time during working hours to:
- (a) Represent the interests of Employees to the Employer including time to prepare any documentation prior to negotiations with management;
 - (b) Participate in Employee inductions; and
 - (c) Subject to obtaining the approval of the Manager Industrial Relations be released to represent the interests of Employees before industrial tribunals, where they are

directly involved. The Manager Industrial Relations' approval will not be unreasonably withheld.

- 41.4 The Employer will not be required to pay a LER for time spent attending to LER related matters outside the time in which they are rostered to work (except with respect to Special Leave or the LER Training provision) unless authorised by the Manager Industrial Relations.
- 41.5 Where management calls a meeting, including meetings under the Dispute Settlement Procedure, and requires an Employee's chosen LERs to attend, those authorised by the Employer and nominated by relevant Employees to attend will be paid any travel and/or accommodation costs necessarily and reasonably incurred.
- 41.6 LERs 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 LER should not interrupt Employees who are undertaking their work duties.
- 41.7 **Local Employee Representatives' 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 LER 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.
- (c) The Employer provides the above facilities (including access by a LER 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 LER's primary duties as an Employee – unless such interruption is authorised by management on site.

41.8 **Local Employee Representative Training Leave**

- (a) Eligible LERs shall be entitled to up to 6 days of training, subject to the approval of the Manager Industrial Relations, which are directed at the enhancement of the skills and effectiveness of Local Employee Representatives.
- (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 LER 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.

42 Administrative, Technical and Professional Employees

In respect of 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:

- (i) 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 Clauses 8.6, 8.9 or 9.4.4 of the Schedule;
- (ii) in positions classified and graded as Professional Officers or Professional Engineers in accordance with 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 Clause 14.6 (d) of the Schedule; and
- (iii) referred to in Clause 8.11 of the Schedule.

43 Management Contracts – Transitional Arrangements

- 43.1 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), 27 (Salary Maintenance), 29 (Hours of Work – regarding ADOs), 34 (Picnic Day), 41.8 (Local Employee Representatives Training Leave);
 - (b) Clause 65 (Travelling and incidental expenses) of Section 2 of this Agreement;
 - (c) Clause 149 (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;
 - (e) Sub-clause 203.2, 203.3, 203.4 (Hours of Work) and Clause 206 (Travelling and incidental expenses) of Section 7 of this Agreement.

44 Accrued Day Off

44.1 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.

44.2 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.

44.3 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.

45 Employee Assistance Following a Critical Incident

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.

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.

46 Home Depot/Station

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

47 Weekend Penalties

47.1 Saturday Time

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

47.2 Sunday Time

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

48 Voluntary Redundancy/Severance

Except where the Employer offers a voluntary redundancy/ severance package whose total value is greater than any package provided for in the Rail Corporation NSW (Compilation) Agreement 2005, the packages available to those Employees covered under Sections 2, 3, and 4 of the Compilation shall apply to those Employees.

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 _____ day of _____ 2008

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

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

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 _____

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 _____

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 _____

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 _____

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 _____

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 – SALARY CAPS FOR ANNUAL LEAVE LOADING

	1.04.07	1.04.08	1.04.09
ANNUAL LEAVE LOADING LIMIT (includes Industry Allowance)			
Item 1	\$98,743 p.a.	\$102,693	\$106,801
Item 2	\$97,931 p.a.	\$101,848	\$105,922

NOTES

Rail Corporation New South Wales Union Collective Agreement 2008

SECTION 1



RailCorp