

SECTION 2 - SALARIED PROFESSIONAL

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49 APPLICATION OF SECTION 2

This Section 2 applies to those Employees whose positions fall within the classifications in Schedule 2A.

50 DEFINITIONS

For the purposes of this Section:

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

An Operational Employee is an Employee who is employed in a position that is covered under;

- (a) an Operational Classification Structure in Schedule 2A; or
- (b) the RailCorp Classification Structure, Levels 1 – 7 and who is employed as a shift worker.

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

Professional Officer means those Employees whose positions fall within the classifications in the Railway Professional Officers Award 2002.

Salaried Officer means those Employees whose positions fall within the classifications in the Salaried Officers (Railways - New South Wales) Award 2002.

Senior Officer means those Employees whose positions fall within the classifications in the Senior Officers Rail, Bus and Ferries New South Wales Award 2002.

DIVISION 1 - ALL EMPLOYEES

51 APPLICATION OF DIVISION 1

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

52 ORDINARY HOURS OF WORK

- 52.1 Except where agreed in accordance with Sub-clause 29.5 of this Agreement, no Salaried Officer who works rostered Shifts shall be rostered for a period longer than 10 hours to be worked in 12 hours overall.
- 52.2 All time reasonably taken by Salaried Officers in handing over shall be counted as time worked.
- 52.3 Where an Employee's hours of work and/or working patterns are less than the standard hours described in Sub-clause 29 (Hours of Work) of this Agreement, the

Employee may retain these arrangements on the provision that the standard hours will apply in the event of a promotion, transfer, redeployment or regrading.

- 52.4 Where a position referred to in Sub-clause 52.3 becomes vacant, the ordinary hours will apply.
- 52.5 Where a position becomes vacant the hours set out in clause 28 (Hours of Work) of this Agreement will apply.
- 52.6 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Employee's representative within the area concerned, subject to the following criteria:
- (a) occupational health and safety issues (including the ACTU Code of Conduct on 12 hour shifts);
 - (b) monitoring of health subsequent to implementation;
 - (c) suitable rostering arrangements being made; and
 - (d) proper supervision being provided.

53 INTERVALS BETWEEN SHIFTS

- 53.1 The minimum interval between ordinary Shifts shall be 10 hours off duty, except:
- (i) when changing Shifts, in which case a minimum of 8 hours shall apply.
 - (ii) when changing Shifts by mutual agreement.
 - (iii) when returning to home station, in which case the provisions of clause 64 (Travelling Time) shall apply.
- 53.2 Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This Sub-clause shall not apply to Employees working in accordance with Sub-clause 53.1 or when performing duties which require 'double-back' Shifts with 8 hours off duty.
- 53.3 Employees required to commence work on a new Shift with fewer than 8 hours off duty shall be paid at overtime rates for such Shift.
- 53.4 The penalties provided for in Sub-clauses 53.2 and 53.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 53.5 This clause does not apply where working overtime results in an Employee commencing a new Shift with less than 8 hours off duty as this working is covered within the overtime provisions in clause 60.

54 MEAL BREAKS

- 54.1 Employees shall be entitled to unpaid meal breaks of not less than 30 minutes and not more than 60 minutes. However, where operational requirements so determine the meal break may be substituted with paid crib breaks.
- 54.2 No Salaried Officer shall be booked off between the hours of 2200 and 0600 except for one meal break, not exceeding one hour, to be taken after 2 hours and prior to 5 hours from the commencement of duty.

55 SUNDAY TIME

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty, except as provided for in Sub-clause 60.5.

56 SHIFT WORK

- 56.1 For the purposes of this Section 2 in relation to all Employees, other than those provided for at clause 84 (Shift Work - Country Link Stations):

“Afternoon Shift” means a Shift on which ordinary time commences before and concludes after 1800.

“Night Shift” means a Shift on which ordinary time commences at or between 1800 and 0359.

“Early Morning Shift” means a Shift on which ordinary time commences at or between 0400 and 0530.

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

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

set out at item 2 of Schedule 2B for work on a Night Shift;

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

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

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

- 56.4 Salaried Tradespersons grades shall be paid an additional 15% for all ordinary hours worked on a Shift which is not subject to another equal or higher penalty, with the exception of holiday penalty in which case both Shift and holiday penalty will apply. “Afternoon Shift”, “Night Shift” and “Shift” are defined below for the purpose of this Sub-clause:

“Afternoon Shift” means a Shift on which ordinary time finishes at or between 1801 and 2400.

“Night Shift” means a Shift on which ordinary time finishes at or between 2400 and 0800.

“Shift” payment shall also be paid on a Shift which commences at or between 1801 and 0400.

57 WORKING ON BOOK OFF DAY

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

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

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

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

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

58 MINIMUM PAYMENTS

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

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

58.3 Employees who attend for duty, as directed, and who actually undertake work, on any day or Shift, shall be paid a minimum of 2 hours at ordinary rates.

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

59 BROKEN SHIFTS

59.1 A broken Shift, restricted to Salaried Officers within this Section 2, is one during which a Salaried Officer is released from duty for other than meal breaks and consists of 2 parts, to be worked between 0600 and 2200.

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

60 OVERTIME

60.1 All time worked in excess of the hours prescribed within the relevant hours of work clauses of this Agreement [(i.e. clause 29 (Hours of Work) and clause 52 (Ordinary Hours of Work)], shall be overtime. Except where the custom or practice is to work fewer than seventy-six hours per fortnight, all hours up to seventy-six hours per fortnight shall be paid at ordinary rates.

60.2 Overtime worked at the conclusion of an extended Shift (as provided for within clause 52.6 of this Agreement):

- (i) if commenced prior to the expiration of 11 ordinary hours of work shall be payable at time and one half;
- (ii) if commenced after 11 or more ordinary hours of work shall be paid for at double time.

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

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

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

60.5 Salaried Officers who work overtime between 12 midnight Saturday and 12 midnight Sunday, shall be paid an overtime rate of double-time and such working shall be included for the assessment of the fortnightly overtime rate provided for in Sub-clause 60.3.

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

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

60.8 Employees, other than those provided for within Sub-clause 60.7, who work more than 8 hours overtime finishing within 4 hours of their ordinary starting time on a Monday:

- (i) may be granted a rest period of 4 hours upon completion of the overtime work and paid at ordinary rates for so much of the 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or
 - (ii) may be paid a penalty payment at the rate of time and one half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift, until they have had 4 consecutive hours rest.
- 60.9 Time worked and paid for under clauses 61 (On Call Allowance), or 62 (Call Outs) which is not of 3 hours duration or more is not treated as overtime for the purposes of Sub-clause 60.7.
- 60.10 All overtime worked on a Sunday shall be payable at the rate of double-time. (Salaried Officers refer to Sub-clause 60.3 and 60.5).
- 60.11 Unless approved by the relevant Group General Manager or their nominee, payment for overtime worked shall not be made to:
- (a) Employees who are employed in positions that are covered under a Classification Structure in Schedule 2A and whose rate of pay exceeds the amount set out at Item 6 of Schedule 2B; or
 - (b) Clerical, Administrative, Technical or Professional Employees who are employed in positions above RC Grade 5. Employees in positions at RC Grade 5 whose rate of pay exceeds the amount set out at Item 7 of Schedule 2B shall be paid at the rate set out at Item 7 of Schedule 2B.
- 60.12 Professional Officers whose working is restricted to 76 hours per fortnight Monday to Friday shall be paid an overtime rate of double-time for all overtime worked after 12 noon on a Saturday.
- 60.13 Employees, other than those provided for within Sub-clause 60.11, may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.

61 ON CALL ALLOWANCE

- 61.1 Subject to Sub-clause 61.2, an Employee "On Call" shall be paid an allowance as set out at item 17 of Schedule 2B for a night or as set out at item 16 of Schedule 2B for a day, or as set out at item 18 of Schedule 2B for a day and a night, except when:
- (i) called out for duty and paid in accordance with clause 62 (Call Outs);
 - (ii) required to work planned overtime which attracts the equivalent or a greater payment; or
 - (iii) permission is granted to leave the relevant district or section.
- 61.2 Unless approved by the relevant Group General Manager or their nominee, payment of the On Call Allowance will not be made to Employees who are in receipt of a salary in excess of the amount set out at Item 19 of Schedule 2B.

61.3 The provisions of Sub-clauses 61.1, 61.2 and 61.3 shall not apply to Clerical, Administrative, Technical and Professional Employees. These Employees shall be entitled to be paid an On Call Allowance as set out at Item 24A of Schedule 2B per rostered day or shift and the amount set out at Item 24B of Schedule 2B when on call for a non-rostered day or shift.

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

62 CALL OUTS

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

- (i) 3 hours at time and a half and one hour at double-time, or
- (ii) at the rate of double-time for 4 hours, where it occurs on a Sunday,

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

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

62.3 The provisions of this clause:

- (i) shall not apply to an Employee who is employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose salary exceeds the amount as set out at Item 19 of Schedule 2B;
- (ii) shall not apply to Clerical, Administrative, Technical and Professional Employees whose positions are graded above RC 5. Employees in positions at RC Grade 5 whose rate of pay exceeds the amount set out at Item 7 Schedule 2B shall be paid at the rate set out at Item 7 Schedule 2B;
- (iii) shall only apply to those Employees where their total hours for the fortnight exceed 76.

63 EXCESS TRAVELLING TIME

63.1 Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home station.

63.2 The provisions of this clause shall not apply to:

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

- (ii) Clerical, Administrative, Technical or Professional Employees who are employed in positions above RC Grade 5; and
- (iii) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay is in excess of RC Grade 4 Level E who work less than 76 hours per fortnight, until their total hours for the fortnight exceed 76; or
- (iv) Clerical, Administrative, Technical or Professional Employees who are employed in positions above RC Grade 4 who work less than 76 hours per fortnight, until their total hours for the fortnight exceed 76.

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

63.4 Asset Management Employees may be deployed as required by the Employer within their district without additional payment or allowances.

64 TRAVELLING TIME

64.1 Travelling time outside of ordinary rostered hours, other than as provided for in clause 63 (Excess Travelling Time), shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment of 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours.

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

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

- (i) transferred from their home station at their request, except in the case of promotion.
- (ii) transferred due to strike conditions, medical reasons or disciplinary reasons.
- (iii) undertaking intermediate travel for the purpose of visiting their home station or residence. Sub-clause 61.1(iii) does not apply where the Employee recommences duty at another temporary location, in which case payment will be made for any excess time spent travelling to the new location as compared to former location.

64.4 The provisions of this clause shall not apply to:

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

- (ii) (Clerical, Administrative, Technical or Professional Employees who are employed in positions above RC Grade 5; and
- (iii) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay is in excess of RC Grade 4 Level E who work less than 76 hours per fortnight, until their total hours for the fortnight exceed 76; or
- (iv) Clerical, Administrative, Technical or Professional Employees who are employed in positions above RC Grade 4.

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

65 TRAVELLING AND INCIDENTAL EXPENSES

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

- (i) Subject to Sub-clauses 65.1(ii) and 65.1(iii), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 25 of Schedule 2B. If outside the State, an additional 50% shall be paid.
- (ii) Non-relief Employees, who are relieving, will be paid in accordance with Sub-clause 65.2 after 4 weeks on relief duties.
- (iii) Where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of Sub-clause 65.9, the Employee will be paid the amount as set out at item 26 of Schedule 2B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed on the basis of one quarter of the amount per day contained in Sub-clause 65.1(i) for each 'service entitlement' for which they have incurred expenses.

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

- (i) Subject to Sub-clause 65.2(ii), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 28 of Schedule 2B, subject to a maximum payment as set out at item 29 of Schedule 2B per week of 7 calendar days.
- (ii) Where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of Sub-clause 65.10, the Employee will be paid the amount as set out at item 27 of Schedule 2B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed on the basis of one quarter of the amount per day contained in Sub-clause 65.2(i) for each 'service entitlement' for which they have incurred expenses.

65.3 A service entitlement will be calculated as follows:

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

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

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

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

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

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

- (i) When relieving outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 30 of Schedule 2B per week.
- (ii) When relieving inside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 31 of Schedule 2B per week.
- (iii) When relieving both inside and outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 32 of Schedule 2B per week.
- (iv) Where Employees perform only portion of their rostered work for a week, due to transfer or absence without pay, the allowance shall be paid on a pro-rata basis.
- (v) Employees who are employed away from their home station for any portion of a week, due to either temporary employment in another capacity or time lost through illness or leave with pay, the allowance shall be paid pro-rata plus any other allowance due, provided that the total minimum payment shall be not less than the appropriate amount specified in this Sub-clause.
- (vi) If on any day, Employees who are rostered 'spare', are required to relieve an Employee ordinarily relieved by another roster relief Employee, they shall be deemed to be working on their own roster, for the purposes of computing the allowance payable.

65.6 For the purpose of this clause:

- (i) Sydney Suburban Area means all places on the lines bounded on the south by Liverpool, on the west by Blacktown, on the north by Hornsby, on the Illawarra Line by Sutherland, and includes places on the Cronulla Line and places not on the said lines but within a radius of 24.14 kilometres from Central Station, Sydney.
- (ii) Newcastle Suburban Area means all places on the lines bounded by Maitland on the north, Fassifern on the south and includes places on the Toronto and Belmont branch lines and places not on the said lines but within a radius of 11.27 kilometres from Newcastle Station.

- 65.7 Notwithstanding anything contained in this clause any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed in this clause shall be granted, upon application, such additional amount as the Employer approves.
- 65.8 The home station of Salaried Officers shall not be altered in any case where it is known that they will be required to work at a location for less than 6 months. This clause is not applicable to Salaried Officers who are surplus and are required to be absorbed.
- 65.9 Operational Employees other than Clerical and Administrative Technical and Professional Employees, other than 'regular' and 'roster' relief Employees, when engaged on work for 4 hours or more away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 2B, for each meal - to be assessed in accordance with the provisions of Sub-clause 65.3, provided that:
- (i) No allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Central Railway Station Sydney, proceeds to any place which is less than 16.09 kilometres from Central Railway Station Sydney or proceeds to the Car Sheds at Flemington, Mortdale, Hornsby, Railway establishments at Clyde, Enfield, Chullora, Departmental Contractor's works within 24.14 kilometres of Central Railway Station Sydney or any other place agreed upon between the Employer, and the relevant Employee representative.
 - (ii) No allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Newcastle Railway Station proceeds to any place which is less than 11.27 kilometres distant from Newcastle Railway Station or any other place agreed upon between the Employer, and the relevant Employee representative.

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

- 65.10 'Regular' relief Operational Employees other than Clerical and Administrative Technical and Professional Employees, when engaged on work away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 2B, for each meal incurred. Assessment of meals shall be in accordance with the provisions of Sub-clause 65.3.
- 65.11 Employees required to work overtime for more than 2 hours immediately after their ordinary finishing time, without being notified 24 hours before of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at item 27 of Schedule 2B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

66 HIGHER GRADE

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

- 66.2 Employees, when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.
- 66.3 Where higher grade payments are made, the time so paid, exclusive of penalties, will be credited up to the maximum ordinary hours for the fortnight. Such credits will be utilised in accordance with the Employer's policy, for the determination of incremental payments, rates of pay on promotion and upon entering on various forms of paid leave. In all other instances, the conditions applicable to the position being acted in shall apply.
- 66.4 Employees who are booked off to clear a public holiday and who are acting in a higher grade on the working days before and after the holiday, shall be paid for the public holiday at the applicable higher graded rate of pay.
- 66.5 During the period that Employees perform the duties of a higher grade position, they will receive not less than the minimum rate of pay for the higher duties position, subject to the following:
- (i) Where the higher duties are performed in an operational position Employees will be paid at the higher rate when they perform the duties of the higher grade position. Operations Standards Managers and Senior Operations Standards Managers will be paid at the higher rate for each full day that they perform the duties of a higher grade position.
 - (ii) In Clerical and Administrative, Technical and Professional positions, Employees will be paid at the higher rate on each occasion where the higher duties are performed for five days or more, except for shiftwork positions where the Employee will be paid at the higher rate on each full day that the duties are performed.
- 66.6 The parties agree to higher duties being utilised to fill temporary vacancies to allow Employees to develop additional skills. Suitably qualified applicants will share the position on a rotational basis, for a period of up to six months.
- 66.7 It is also agreed that secondment opportunities are to be advertised across the organisation for temporary vacancies that are available for a period of up to twelve months. Where special circumstances exist, and with consent of the unions, the secondment may go beyond a period of twelve months, but shall not exceed two years.
- 66.8 Existing arrangements with respect to payment and selection of Employees for acting up shall continue to apply in those areas where such formal Agreements exist.

67 PERFORMANCE MANAGEMENT AND DEVELOPMENT

- 67.1 This clause would apply to all Employees other than those covered by Clause 67.2.

a) RailCorp Grades 1 to 5

- (i) Each Employee is to have a performance development program in place.

- (ii) Annual incremental progression within each Grade will be subject to the Employee's performance and service being deemed as satisfactory over the previous twelve months.
- (iii) The Employee's annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.
- (iv) Where the Employee's performance and / or service are not deemed satisfactory and incremental progression is not approved, the Employee will be notified in writing. The Employee will have 14 days in which to lodge an appeal with their General Manager, Human Resources if they wished to contest that decision. Should the decision / determination of the General Manager, Human Resources be disputed, the issue may be referred to an independent Management Coach or another person with appropriate skills and competency in Performance Management application. The decision of the third party will be final.
- (v) Employees can only progress one incremental level each year.
- (vi) Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

b) RailCorp Grades 6 and 7

- (i) Each Employee is to have a performance plan, with criteria developed in consultation with their Manager / Supervisor, and included in their performance plan at the beginning of, or in response to changing organisational priorities, during their 12 months performance period.
- (ii) Annual incremental progression within each of these two Grades will be subject to the Employee having satisfactorily achieved the performance plan.
- (iii) Employees will meet with their Manager / Supervisor at a minimum of six monthly intervals to raise any issues or concerns that they have in completing their performance plan and obtain feedback in relation to how they are performing.
- (iv) The Employees' annual performance assessment will be due on the anniversary of their employment, promotion or transfer onto their current incremental level.
- (v) Where the Employee is deemed not satisfactory against their performance plan, and incremental progression is not approved, the Employee will be notified in writing. The Employee will have 14 days in which to lodge an appeal with their General Manager Human Resources if they wished to contest that decision. Should the decision/ determination of the General Manager, Human Resources be disputed, the issue may be referred to an independent Management Coach or another person with appropriate skills and competency in Performance Management application. The decision of the third party will be Final.
- (vi) Employees can only progress one incremental level each year.
- (vii) Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

67.2 This clause applies to all Employees in positions which were previously covered by the:

- a) Train Crew Operations Inspectors Functional Agreement, 2000;
- b) State Rail Authority of New South Wales, Passenger Fleet Maintenance Foreman/ Supervisors Functional Agreement, 2000;

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

68 ALLOWANCES

68.1 Climatic Zone Allowance

- (i) Employees stationed permanently on the following lines:
 - (A) West of Eubalong West to Broken Hill.
 - (B) West and northwest of Nevertire to Cobar, Bourke and Brewarrina.
 - (C) North and northwest of Edgeroi to Mungindi, Bogabilla and Wubbera.

Shall be paid the allowance as set out at item 9 of Schedule 2B.
- (ii) Where Employees are in receipt of the climatic zone allowance provided for in Sub-clause 68.1(i) work temporarily outside the areas listed in Sub-clause 68.1(i), payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- (iii) Additionally, Employees whose home station is Broken Hill shall be paid the an allowance as set out at item 10 of Schedule 2B.
- (iv) These allowances are payable on ordinary time only.

68.2 Dirty Work

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

68.3 Tunnel Money

- (a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as out set out at item 11A of Schedule 2B per hour.
- (b) Where the time in a tunnel is 30 minutes or more, a minimum of one hour shall be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate shall be payable under this Sub-clause.

68.4 Wet Work

- (a) Employees, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid as out set out at item 11B of Schedule 2B per hour extra while required to work in such clothing or boots.
- (b) This allowance shall not be payable where suitable protective clothing and/or footwear is provided by the Employer.

68.5 First Aid

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

69 RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

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

69.2 Allowances and expenses are contained in Schedule 2B.

70 AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE

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

71 VARIATION IN NORMAL DAILY HOURS ARRANGEMENTS

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

DIVISION 2 - TRAIN CONTROL**72 APPLICATION OF DIVISION 2**

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

73 TRAIN CONTROLLER DUAL BOARD ALLOWANCE

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

74 REVIEWS

Requests for review of individual board gradings will need to follow the same process as that followed in relation to the Train Control Restructure Agreement 2000 and a review committee consisting of a local Employee representative from each centre and management will conduct the review. The following principles will apply:

- The evaluation of a board is to be made in comparison to other boards at the same level

- Statistics are to be produced for the boards within the existing level and level above
- The review committee will use the statistics to assess the factor values in a comparative process
- The review committee will make a recommendation to senior management for endorsement.

75 TRAINEES

- 75.1 Credit will be given for recognised prior learning (RPL). Internal staff would enter the program at their appropriate level of competence.
- 75.2 Trainees are to maintain their currency of competence during the final 7 months of the traineeship following the formal course. For this to occur the Trainees will relieve on boards for a total of four (4) months broken into logical segments between their other functional learning components. This may be provided at any of the Train Control Centres with consideration of the Trainee's personal situation and in consultation with relevant unions.
- 75.3 A Workplace Assessor would assess each Trainees competence at each stage.
- 75.4 Prior to appointment in a vacant Train Controller level 3 position the Trainee would need to have completed all components of the Traineeship.
- 75.5 The Traineeship program would be overseen by the existing traineeship review panels
- 75.6 Should a trainee "fail" to gain the competence they would be placed in a position at the highest level of competence they had gained.
- 75.7 Selection would be by merit based on the criteria in the position description.
- 75.8 Positions would initially offered to people with safeworking qualifications however applicants without safeworking may be considered dependant on aptitude. The need for safeworking training would extend the Traineeship.

DIVISION 3 - STATIONS OPERATIONS MANAGEMENT

76 APPLICATION OF DIVISION 3

This division 3 applies to all Stations Management Employees.

77 DUTY MANAGERS - RELIEF

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

78 STATION MANAGEMENT ALLOWANCE

A Station Manager not provided with a suitable residence free of charge shall be paid an additional sum as set out at item 12 of Schedule 2B per annum for Station Manager grades 4, 5, 6 and 7 and as set out at item 12A of Schedule 2B per annum for Station Manager grades 1, 2 and 3.

79 MERIT REVIEW

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

80 OCR ASSESSMENT

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

DIVISION 4 - TRADESPERSONS**81 APPLICATION OF DIVISION 4**

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

82 SPECIAL SALARY PROVISION - SALARIED TRADESPERSONS

The salary applicable to Employees in Salaried Tradesperson gradings shall not be less than the amount as set out at item 14 of Schedule 2B in excess of the normal wage of the highest paid tradesperson or leading-hand tradesperson under their control, Provided that the salaries of Employees in Salaried Tradespersons gradings when in charge of other such Employees shall not be less than the amount as set out at item 15 of Schedule 2B per annum above the salary of the Employee supervised.

DIVISION 5 - COUNTRYLINK**83 APPLICATION OF DIVISION 5**

This division 5 applies to all **CountryLink** Stations Employees.

84 SHIFT WORK - COUNTRYLINK STATIONS

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

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

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

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

85 RAILCORP CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES

- (a) Annexed as Schedule 2C is the Memorandum of Agreement that creates RailCorp grades 1 to 7. Schedule 2C has effect in relation to all Administrative, Technical and Professional Employees who were previously graded as RIC ATP levels 1 to 10, SRA Managerial Employees levels 1 – 5, Clerical Administrative Officers levels 1 – 5, Information Technology Specialists levels 1 – 6, and SRA PO/PE Employees.
- (b) The rates of pay specified in Schedule 2A for RailCorp Clerical, Administrative, Technical and Professional Employees Grades 1 – 7, are inclusive of all expenses and disability allowances but are exclusive of additional wage related payments and additional responsibility allowances. Without limiting the meaning of the terms, the following are examples of allowances and payments referred to:
- expense allowances – daily meal allowance;
 - disability allowances – start and finish allowances;
 - wage related payment – annual leave loading;
 - responsibility allowances – first aid allowance.
- (c) Employees formerly graded under the classification structure detailed at Schedule 2D are subject to the provisions of this Division 7 and those provided at Schedule 2 C.
- (d) Employees formerly graded under the classification structure detailed at Schedule 2E are subject to the provisions of this Division 7 and those provided at Schedule 2 C.

DIVISION 7 – FORMER RAC EMPLOYEES

86 GENERAL SAVINGS PROVISIONS

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

87 EMPLOYEE TRAVEL PASS

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

88 OVERTIME

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

- (a) From time to time, Employees will be required to work outside their normal hours, in exceptional circumstances where the completion of a task or project requires it. This time should not exceed 5 hours in any given week. Any overtime in excess of these reasonable limits will be compensated by the provision of time off work equal to 150% of the excess overtime.
- (b) The parties hereto agree to regularly monitor the work levels of Employees during the life of this Agreement. Should that monitoring process indicate that overtime worked is regularly exceeding 5 hours per week on average then the parties will review the remuneration structure for Employees who are affected.

89 SICK LEAVE

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

- (a) are entitled to 10 days sick leave per annum which may be accumulated to a maximum of 50 days.
- (b) When on extended sick leave may be given the benefit of discretionary extensions to sick leave by the Employer but this will be strictly a matter for the discretion of the Employer in the circumstances of the individual.

DIVISION 8 – FORMER RIC EMPLOYEES**90 PAYMENT FOR WORK ON A PUBLIC HOLIDAY**

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

91 EFFICIENCY IMPROVEMENT AND WORKPLACE FLEXIBILITY

The parties to this Agreement acknowledge the fundamental importance of maximum flexibility of work arrangements within the classification structure. As a result the parties commit to ensuring that all Employees work to their full potential without regard to demarcation or restrictive work practices. In particular, it is agreed that embracing new technologies and work methods is to be encouraged.

92 TRAINING AND DEVELOPMENT

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

SCHEDULE 2A - CLASSIFICATIONS and RATES OF PAY

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
Operational Classifications				
Train Operations				
	Assist Yard Controller Year 1	\$54,889	\$57,085	\$59,368
	Assist Yard Controller Year 2	\$56,407	\$58,663	\$61,010
	Assist Yard Controller Year 3	\$57,393	\$59,689	\$62,077
	Assist Yard Controller Thereafter	\$59,590	\$61,974	\$64,453
	Fleet Operations Controller Year 1	\$74,520	\$77,501	\$80,601
	Fleet Operations Controller Year 2	\$76,587	\$79,650	\$82,836
	Fleet Operations Controller Year 3	\$78,653	\$81,799	\$85,071
	Fleet Operations Controller Year 4	\$80,720	\$83,949	\$87,307
	Operations Control Supervisor	\$87,849	\$91,363	\$95,018
	Possession Operator 1A	\$34,002	\$35,362	\$36,776
	Possession Operator 1B	\$35,974	\$37,413	\$38,910
	Possession Operator 1C	\$37,935	\$39,452	\$41,030
	Possession Operator 2A	\$49,337	\$51,310	\$53,362
	Possession Operator 2B	\$52,220	\$54,309	\$56,481
	Possession Operator 3A	\$54,917	\$57,114	\$59,399
	Possession Operator 3B	\$56,421	\$58,678	\$61,025
	Possession Operator 3C	\$59,582	\$61,965	\$64,444
	Possession Operator 3D	\$62,504	\$65,004	\$67,604
	Possession Operator 3E	\$65,914	\$68,551	\$71,293

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	Possession Operator 4A	\$66,523	\$69,184	\$71,951
	Possession Operator 4B	\$69,068	\$71,831	\$74,704
	Possession Operator 4C	\$72,200	\$75,088	\$78,092
	Possession Operator 4D	\$74,691	\$77,679	\$80,786
	Possession Operator 4E	\$76,948	\$80,026	\$83,227
	Operations Standards Manager A	\$63,280	\$65,811	\$68,443
	Operations Standards Manager B	\$65,914	\$68,551	\$71,293
	Operations Standards Manager C	\$69,068	\$71,831	\$74,704
	Senior Operations Standards Manager A	\$72,199	\$75,087	\$78,090
	Senior Operations Standards Manager B	\$74,691	\$77,679	\$80,786
	Senior Operations Standards Manager C	\$76,949	\$80,027	\$83,228
	Senior Operations Standards Manager D	\$78,991	\$82,151	\$85,437
	Signal Systems Controller 1ST Year	\$64,804	\$67,396	\$70,092
	Signal Systems Controller 2ND Year	\$67,380	\$70,075	\$72,878
	Signal Systems Controller thereafter	\$68,908	\$71,664	\$74,531
	Shift Manager	\$92,776	\$96,487	\$100,346
	Superintendent Network Operations A	\$68,517	\$71,258	\$74,108
	Superintendent Network Operations B	\$71,141	\$73,987	\$76,946
	Superintendent Network Operations C	\$74,366	\$77,341	\$80,435
	Superintendent Network Operations D	\$76,931	\$80,008	\$83,208
	Train Controller Level 1	\$84,530	\$87,911	\$91,427
	Train Controller Level 2	\$79,562	82,744	\$86,054
	Train Controller Level 3	\$74,732	\$77,721	\$80,830
	Train Controller Level 4	\$71,082	\$73,925	\$76,882

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	Train Controller Trainee	\$62,570	\$65,073	\$67,676
	Yard Controller Sydney Year 1	\$60,892	\$63,328	\$65,861
	Yard Controller Sydney Year 2	\$62,412	\$64,908	\$67,504
	Yard Controller Sydney Year 3	\$64,347	\$66,921	\$69,598
	Yard Controller Sydney Thereafter	\$65,926	\$68,563	\$71,306
Station Operations				
	CCTV Operator	\$45,057	\$46,859	\$48,733
	Duty Manager Level 1	\$48,222	\$50,151	\$52,157
	Duty Manager Level 2	\$49,992	\$51,992	\$54,072
	Duty Manager Level 3	\$53,827	\$55,980	\$58,219
	Duty Manager Level 4	\$58,661	\$61,007	\$63,447
	Sales Account Team Leader Level1 (Competent)	\$52,684	\$54,791	\$56,983
	Sales Account Team Leader Level2 (Competent)	\$57,255	\$59,545	\$61,927
	Sales Account Team Leader Level3 (Competent)	\$62,435	\$64,932	\$67,529
	Salesperson (Competent)	\$45,588	\$47,412	\$49,308
	Sales/Support Officer (Competent)	\$47,180	\$49,067	\$51,030
	Station Support Officer	\$48,222	\$50,151	\$52,157
	Station Manager Level 1	\$48,222	\$50,151	\$52,157
	Station Manager Level 2	\$49,992	\$51,992	\$54,072
	Station Manager Level 3	\$53,827	\$55,980	\$58,219
	Station Manager Level 4	\$58,661	\$61,007	\$63,447
	Station Manager Level 5	\$65,924	\$68,561	\$71,303
	Station Manager Level 6	\$69,822	\$72,615	\$75,520

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	Station Manager Level 7	\$72,191	\$75,079	\$78,082
	Station Operations Superintendent A	\$65,751	\$68,381	\$71,116
	Station Operations Superintendent B	\$69,103	\$71,867	\$74,742
	Station Operations Superintendent C	\$72,455	\$75,353	\$78,367
	Station Operations Superintendent D	\$75,806	\$78,838	\$81,992
Asset Management Group				
	Senior Equipment Maintainer 1 - Asset Management - Licensed	\$52,176	\$54,263	\$56,434
	Senior Equipment Maintainer 2 - Asset Management - Licensed	\$50,305	\$52,317	\$54,410
Fire Services				
	Fire Officer Year 1	\$55,793	\$58,025	\$60,346
	Fire Officer Year 2	\$60,692	\$63,120	\$65,645
	Fire Officer Year 3	\$65,914	\$68,551	\$71,293
Security				
	Senior Transit Officer Year 1	\$55,793	\$58,025	\$60,346
	Senior Transit Officer Year 2	\$58,293	\$60,625	\$63,050
	Senior Transit Officer Year 3	\$60,692	\$63,120	\$65,645

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
Operational Classifications				
Electrical Operating Centre				
	Supervising Technician 1	\$72,421	\$75,318	\$78,331
	Supervising Technician 2	\$77,749	\$80,859	\$84,093
	Operator Level 1	\$61,765	\$64,236	\$66,805
	Operator Level 2	\$65,153	\$67,759	\$70,469
	Operator Level 3	\$68,514	\$71,255	\$74,105
	Operator Level 4	\$72,421	\$75,318	\$78,331
	Operator Level 5	\$76,435	\$79,492	\$82,672
Presentation Services				
	Presentation Service Coordinator A	\$70,180	\$72,987	\$75,906
	Presentation Service Coordinator B	\$72,866	\$75,781	\$78,812
	Presentation Service Coordinator C	\$76,170	\$79,217	\$82,386
	Presentation Service Coordinator D	\$78,799	\$81,951	\$85,229
	Presentation Service Coordinator E	\$81,181	\$84,428	\$87,805
Rolling Stock – Operational Classification				
	Supervisor PFM Operations A (Ops Planner)	\$62,220	\$64,709	\$67,297
	Supervisor PFM Operations B (Ops Planner)	\$64,743	\$67,333	\$70,026
	Supervisor PFM Operations C (Ops Planner)	\$67,264	\$69,955	\$72,753
	Supervisor PFM Operations D (Ops Planner)	\$69,787	\$72,578	\$75,481
	Supervisor PFM Operations E (Ops Planner)	\$72,310	\$75,202	\$78,210
	Supervisor PFM Operations A (Licenced) (Ops Planner)	\$63,426	\$65,963	\$68,602

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	Supervisor PFM Operations B (Licenced) (Ops Planner)	\$ 65,996	\$68,636	\$71,381
	Supervisor PFM Operations C (Licenced) (Ops Planner)	\$68,567	\$71,310	\$74,162
	Supervisor PFM Operations D (Licenced) (Ops Planner)	\$71,140	\$73,986	\$76,945
	Supervisor PFM Operations E (Licenced) (Ops Planner)	\$73,710	\$76,658	\$79,724
	XPT Service Manager A	\$67,969	\$70,688	\$73,516
	XPT Service Manager B	\$70,559	\$73,381	\$76,316
	XPT Service Manager C	\$73,759	\$76,709	\$79,777
	XPT Service Manager D	\$76,304	\$79,356	\$82,530
	XPT Service Manager E	\$78,615	\$81,760	\$85,030
Non Operational Classifications				
	RC 1 Level A	\$35,375	\$36,790	\$38,262
	RC 1 Level B	\$36,140	\$37,586	\$39,089
	RC 1 Level C	\$36,970	\$38,449	\$39,987
	RC 1 Level D	\$37,711	\$39,219	\$40,788
	RC 1 Level E	\$38,430	\$39,967	\$41,566
	RC 2 Level A	\$41,317	\$42,970	\$44,689
	RC 2 Level B	\$42,775	\$44,486	\$46,265
	RC 2 Level C	\$44,051	\$45,813	\$47,646
	RC 2 Level D	\$45,540	\$47,362	\$49,256
	RC 2 Level E	\$47,644	\$49,550	\$51,532
	RC 3 Level A	\$49,624	\$51,609	\$53,673
	RC 3 Level B	\$51,197	\$53,245	\$55,375
	RC 3 Level C	\$52,333	\$54,426	\$56,603

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	RC 3 Level D	\$53,830	\$55,983	\$58,222
	RC 3 Level E	\$55,176	\$57,383	\$59,678
	RC 4 Level A	\$56,843	\$59,117	\$61,482
	RC 4 Level B	\$58,710	\$61,058	\$63,500
	RC 4 Level C	\$60,692	\$63,120	\$65,645
	RC 4 Level D	\$63,280	\$65,811	\$68,443
	RC 4 Level E	\$65,914	\$68,551	\$71,293
	RC 5 Level A	\$69,067	\$71,830	\$74,703
	RC 5 Level B	\$72,199	\$75,087	\$78,090
	RC 5 Level C	\$74,691	\$77,679	\$80,786
	RC 5 Level D	\$77,275	\$80,366	\$83,581
	RC 5 Level E	\$80,026	\$83,227	\$86,556
	RC 6 Level A	\$83,064	\$86,387	\$89,842
	RC 6 Level B	\$85,098	\$88,502	\$92,042
	RC 6 Level C	\$87,517	\$91,018	\$94,659
	RC 6 Level D	\$89,937	\$93,534	\$97,275
	RC 6 level E	\$92,360	\$96,054	\$99,896
	RC 7 Level A	\$93,775	\$97,526	\$101,427
	RC 7 Level B	\$96,156	\$100,002	\$104,002
	RC 7 Level C	\$98,549	\$102,491	\$106,591
	RC 7 Level D	\$100,955	\$104,993	\$109,193
	RC 7 Level E	\$103,410	\$107,546	\$111,848
Asset Management Group				
	District Maintenance Manager A	\$61,205	\$63,653	\$66,199

CLASSIFICATIONS - OPERATIONAL & NON-OPERATIONAL RATES OF PAY		RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	District Maintenance Manager B	\$63,425	\$65,962	\$68,600
	District Maintenance Manager C	\$64,857	\$67,451	\$70,149
	District Maintenance Manager D	\$65,837	\$68,470	\$71,209
	District Maintenance Manager E	\$67,481	\$70,180	\$72,987
	Car & Wagon Foreman A	\$47,885	\$49,800	\$51,792
	Car & Wagon Foreman B	\$49,405	\$51,381	\$53,436
	Car & Wagon Foreman C	\$50,928	\$52,965	\$55,084
	Car & Wagon Foreman D	\$52,448	\$54,546	\$56,728
	Car & Wagon Foreman E	\$53,969	\$56,128	\$58,373
	Supervisor PFM Maintenance A	\$62,220	\$64,709	\$67,297
	Supervisor PFM Maintenance B	\$64,743	\$67,333	\$70,026
	Supervisor PFM Maintenance C	\$67,264	\$69,955	\$72,753
	Supervisor PFM Maintenance D	\$69,787	\$72,578	\$75,481
	Supervisor PFM Maintenance E	\$72,310	\$75,202	\$78,210
	Supervisor PFM Maintenance A (Licenced)	\$63,426	\$65,963	\$68,602
	Supervisor PFM Maintenance B (Licenced)	\$ 65,996	\$68,636	\$71,381
	Supervisor PFM Maintenance C (Licenced)	\$68,567	\$71,310	\$74,162
	Supervisor PFM Maintenance D (Licenced)	\$71,140	\$73,986	\$76,945
	Supervisor PFM Maintenance E (Licenced)	\$73,710	\$76,658	\$79,724

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

SCHEDULE 2B - SALARIED PROFESSIONAL - ALLOWANCES

	1.04.07	1.04.08	1.04.09
SHIFT WORK			
Item 1 Afternoon Shift	\$2.69 per hr.	\$2.80	\$2.91
Item 2 Night Shift	\$3.17 per hr.	\$3.30	\$3.43
Item 3 Early Morning Shift	\$2.69 per hr.	\$2.80	\$2.91
Item 4 Additional loading	\$3.17 per Shift	\$3.30	\$3.43
OVERTIME LIMITS			
Item 6 Non operational Employees	\$84,713	\$88,102	\$91,626
Item 7 Operational Employees	\$86,927	\$90,404	\$94,020
INDUSTRY ALLOWANCE			
Item 8 Industry Allowance	\$2,345 p.a.	\$2,439	\$2,537
OTHER ALLOWANCES			
Item 9 Climatic zone	\$11.90 p.w.	\$12.40	\$12.90
Item 10 Broken Hill	\$8.20 p.w.	\$8.55	\$8.90
Item 11 Dirty work	\$0.78 per hr.	\$0.81	\$0.84
Item 11A Tunnel money	\$0.46 per hr	\$0.48	\$0.50
Item 11B Wet work	\$0.37 per hr	\$0.38	\$0.40
Item 12 Station Management - Residence	\$163.75 p.a.	\$170.30	\$177.10
Item 12A	\$140.40 p.day	\$146.00	\$151.85
Item 13 Assistant Station Managers – Relief	\$47.00 p.a.	\$48.90	\$50.85
Item 14 Salaried Supervisor (a)	\$1,445 p.a.	\$1,503	\$1,563
Item 15 Salaried Supervisor (b)	\$724 p.a.	\$753	\$783

	1.04.07	1.04.08	1.04.09
ON CALL			
Item 16 Ordinary on Call - Day	\$7.85	\$8.15	\$8.50
Item 17 Ordinary on Call - Night	\$11.75	\$12.20	\$12.70
Item 18 Ordinary on Call - Day & Night	\$19.60	\$20.40	\$21.20
Item 19 Maximum Salary	\$87,850 p.a.	\$91,364	\$95,019
Item 20 Senior Officer (i)	\$76,949 p.a.	\$80,027	\$83,228
Item 21 Senior Officer (i)	\$6.50 p.day	\$6.75	\$7.00
Item 22 Senior Officer (ii)	\$91,293 p.a.	\$94,945	\$98,743
Item 23 Senior Officer (ii)	\$3.20 p. day	\$3.35	\$3.50
Item 24A – Rostered Day	\$19.00 p. day	\$19.75	\$20.55
Item 24B – Non Rostered Day	\$28.50 p. day	\$29.65	\$30.85

TRAVELLING & INCIDENTAL EXPENSES

General

Item 25 Rate per Day	\$140.40	\$146.00	\$151.85
Item 26 Per service	\$35.10	\$36.50	\$37.95
Item 27 Meal / Overtime meal	\$14.10	\$14.65	\$15.25
Item 28 Relief per day	\$90.30	\$93.90	\$97.65
Item 29 Relief per week	\$631.75	\$657.00	\$683.30
Item 30 Roster Relief Outside sub.	\$117.80 p.w.	\$122.50	\$127.40
Item 31 Inside sub.	\$58.90 p.w	\$61.25	\$63.70
Item 32 Inside and out	\$117.80 p.w.	\$122.50	\$127.40

OTHER ALLOWANCES

Item 33 Dual Board (per hr)	\$3.30	\$3.45	\$3.60
Item 34 First Aid (per shift)	\$2.30	\$2.40	\$2.50
Item 35 Workplace Training and Assessment (per hr)	\$3.26	\$3.39	\$3.52
Item 36 Salesperson Coaching (per hr)	\$1.22	\$1.27	\$1.32
Item 37 Travelink Allowance (per hr)	\$0.60	\$0.62	\$0.64

Item 38 Station Disability Allowance (a) (per hr)	\$0.29	\$0.30	\$0.31
Item 39 Station Disability Allowance (b) (per hr)	\$0.58	\$0.60	\$0.62
Item 40 Transit Officer Meal Allowance	\$14.10	\$14.65	\$15.25
Item 41 OH First Aid Certificate (per shift)	\$3.30	\$3.45	\$3.60

**SCHEDULE 2C – ADMINISTRATIVE, TECHNICAL AND
PROFESSIONAL EMPLOYEES**

**SCHEDULE A OF MEMORANDUM OF AGREEMENT
(Clause 9.8, 2005 EA - Classification Structure)**

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

(“CSA 2008”)

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Title

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

Definitions

In this Agreement:

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

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

“CSA 2008” means this Agreement;

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

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

Parties Bound

This Agreement shall be binding on:

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

Period of Operation

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

Objectives

This Agreement introduces a new RailCorp Classification Structure to:

- address disparities between the former Rail Infrastructure Corporation (RIC) and State Rail Authority (SRA) Classification Structures and related conditions;
- implement the reform commitments given in EBA 2005; and
- to fulfil undertakings given to the Australian Industrial Relations Commission in the EBA 2005 proceedings.

Relationship to Other Industrial Instruments

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

No extra claims

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

Classification Structure

Classifications covered under the RailCorp Classification Structure are those that are currently covered under the former SRA Functional Agreements 2000 or former Sections of the RIC 2002 Enterprise Agreement which are set out in Annexure A.

The rates of pay set out in the Classification Structure set out in Table 1 take effect from the first pay period on or after Monday, 3 March 2008. The rates are to be adjusted from time to time in accordance with any EBA adjustments.

The rates of pay are inclusive of all expense and disability allowances, but are exclusive of additional wage-related payments and additional responsibility allowances. (Note: Without limiting the meaning of the terms, the following are examples of allowances and payments referred to:

- expense allowances — daily meal allowances;
- disability allowances — start and finish allowances;
- wage related payment — annual leaving loading;
- responsibility allowances — first aid allowance.)

TABLE 1

RAILCORP CLASSIFICATION STRUCTURE		
RailCorp Grade 1	Level 1A	\$35,375
	Level 1B	\$36,140
	Level 1C	\$36,970
	Level 1D	\$37,711
	Level 1E	\$38,430
RailCorp Grade 2	Level 2A	\$41,317
	Level 2B	\$42,775
	Level 2C	\$44,051
	Level 2D	\$45,540
	Level 2E	\$47,644
RailCorp Grade 3	Level 3A	\$49,624
	Level 3B	\$51,197
	Level 3C	\$52,333
	Level 3D	\$53,830
	Level 3E	\$55,176
RailCorp Grade 4	Level 4A	\$56,843
	Level 4B	\$58,710
	Level 4C	\$60,692
	Level 4D	\$63,280
	Level 4E	\$65,914
RailCorp Grade 5	Level 5A	\$69,067
	Level 5B	\$72,199
	Level 5C	\$74,691
	Level 5D	\$77,275
	Level 5E	\$80,026
RailCorp Grade 6	Level 6A	\$83,064
	Level 6B	\$85,098
	Level 6C	\$87,517
	Level 6D	\$89,937
	Level 6E	\$92,360

TABLE 1

RAILCORP CLASSIFICATION STRUCTURE		
RailCorp Grade 7	Level 7A	\$93,775
	Level 7B	\$96,156
	Level 7C	\$98,549
	Level 7D	\$100,955
	Level 7E	\$103,410
Managerial Grade 3	Level 3A	\$96,684
	Level 3B	\$101,100
	Level 3 C	\$105,519
	Level 3D	\$109,943
	Level 3E	\$114,360
Managerial Grade 4	Level 4A	\$102,796
	Level 4B	\$109,988
	Level 4C	\$117,366
	Level 4D	\$124,639
	Level 4E	\$131,938
Managerial Grade 5	Level 5A	\$118,064
	Level 5B	\$124,799
	Level 5C	\$131,721
	Level 5D	\$138,548
	Level 5E	\$145,373

The RailCorp Structure is capped at RC7.

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

Existing Employees who have been substantively appointed to positions at ML3, ML4 and ML5 may elect to take up a contractual arrangement or retain their existing employment conditions, and translate across onto the RailCorp Classification Structure.

Those existing individual Employees at ML3, ML4 or ML5 who elect to remain under existing conditions will retain those conditions until they take promotion or elect to transfer to contract employment.

Positions at former RIC ATP9 and ATP10 are covered by the terms of this Agreement.

Those existing Employees at ATP9 and ATP10 who are currently employed under a contractual arrangement will be given a one off opportunity to elect to transfer to employment under this Agreement, applying the RailCorp Classification Structure and pay rates.

RailCorp, in consultation with the Employee, will ensure that, where an Employee elects to take up a contract, the Employee, does not, on balance, suffer an overall reduction in conditions of employment from taking up a contractual arrangement.

Notwithstanding the above, Employees who are currently employed under the RIC 2002 EA provisions and were vested to RailCorp at RL11 will continue to be employed under those arrangements post the implementation of this new RailCorp Classification Structure.

Transition Arrangements

Proposed Transfer of Employees into new Classification Structure

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

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

TABLE 2

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

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

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

TABLE 3

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

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

TABLE 4

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

Managerial Grade 2		RC Grade 7		
Level A	\$87,850	Level A	\$93,775	X
Level B	\$89,825	Level A	\$93,775	X
Level C	\$91,800	Level A	\$93,775	X
Level D	\$93,775	Level A	\$93,775	V
Level E	\$95,751	Level B	\$96,156	W
		Level C	\$98,549	Y
		Level D	\$100,955	Y
		Level E	\$103,410	Y
Managerial Grade 3		Managerial Grade 3		
Level A	\$96,684	Level A	\$96,684	V
Level B	\$101,100	Level B	\$101,100	V
Level C	\$105,519	Level C	\$105,519	V
Level D	\$109,943	Level D	\$109,943	V
Level E	\$114,360	Level E	\$114,360	V
Managerial Grade 4		Managerial Grade 4		
Level A	\$102,796	Level A	\$102,796	V
Level B	\$109,988	Level B	\$109,988	V
Level C	\$117,366	Level C	\$117,366	V
Level D	\$124,639	Level D	\$124,639	V
Level E	\$131,938	Level E	\$131,938	V
Managerial Grade 5		Managerial Grade 5		
Level A	\$118,064	Level A	\$118,064	V
Level B	\$124,799	Level B	\$124,799	V
Level C	\$131,721	Level C	\$131,721	V
Level D	\$138,548	Level D	\$138,548	V
Level E	\$145,373	Level E	\$145,373	V

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

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

Classification Structure. Employees will thereafter, subject to a satisfactory Performance Development Scheme, be eligible to annually progress through the incremental levels within their grade.

- Y. Employees transfer across to the new rate of pay at the maximum incremental level and will complete their annual Performance Development Scheme on the anniversary of their transition onto the new Classification Structure.

TABLE 5

TRANSITIONAL ARRANGEMENTS FOR TRANSFERRING EMPLOYEES IN SRA CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE		
SRA Salary	RailCorp Salary	Transitional / Progressional Code
IT Specialist Grade 1		RC Grade 3
Level A \$47,881	Level A \$49,624	X
Level B \$49,624	Level A \$49,624	V
Level C \$51,197	Level B \$51,197	V
Level D \$52,333	Level C \$52,333	V
Level E \$53,830	Level D \$53,830	V
	Level E \$55,176	Y
IT Specialist Grade 2		RC Grade 4
Level A \$55,793	Level A \$56,843	W
Level B \$58,294	Level B \$58,710	W
Level C \$60,692	Level C \$60,692	V
Level D \$63,280	Level D \$63,280	V
Level E \$65,925*	Level E \$65,914	V
IT Specialist Grade 3		RC Grade 5
Level A \$66,523	Level A \$69,067	X
Level B \$69,067	Level A \$69,067	V
Level C \$72,199	Level B \$72,199	V
Level D \$74,691	Level C \$74,691	V
Level E \$76,949	Level D \$77,275	X
	Level E \$80,026	Y
IT Specialist Grade 4		RC Grade 6
Level A \$78,991	Level A \$83,064	X
Level B \$81,026	Level A \$83,064	X
Level C \$83,064	Level A \$83,064	V
Level D \$85,098	Level B \$85,098	V
Level E \$87,133	Level C \$87,517	X
	Level D \$89,937	Y
	Level E \$92,360	Y
IT Specialist Grade 5		RC Grade 7
Level A \$87,850	Level A \$93,775	X
Level B \$89,825	Level A \$93,775	X
Level C \$91,800	Level A \$93,775	X
Level D \$93,775	Level A \$93,775	V
Level E \$95,751	Level B \$96,156	W
	Level C \$98,549	Y

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

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

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

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

Conversion of TRP to Base Pay

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

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

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

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

- 9.5.2 Employees on former RIC ATP rates who, as a result of Clause 9.5.1, are paid a remuneration level between grade pay points will transfer to the next highest incremental point of the RailCorp Classification Structure grade.
- 9.5.3 Employees on former RIC ATP rates who, as a result of Clause 9.5.1, translate across onto an incremental level which is below the maximum incremental level in the relevant grade, will have access to annual incremental progression (up to the maximum for the grade) based on the Performance Development Scheme referred to in Clause 10 of this Agreement.

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

TABLE 6

TRANSITIONAL ARRANGEMENTS FOR TRANSFERRING EMPLOYEES IN RIC CLASSIFICATION STRUCTURE/POSITIONS ONTO RAILCORP CLASSIFICATION STRUCTURE		
Base Salary Range	RailCorp Salary	Transitional / Progressional Code
ATP Level 1	RC Grade 1	
< \$35,376	Level A \$35,375	Z
\$35,376 - \$36,140	Level B \$36,140	Z
\$36,141 - \$36,970	Level C \$36,970	Z
\$36,971 - \$37,711	Level D \$37,711	Z
\$37,712 - \$38,430	Level E \$38,430	Y
ATP Levels 2 & 3	RC Grade 2	
< \$41,318	Level A \$41,317	Z
\$41,318 - \$42,775	Level B \$42,775	Z
\$42,776 - \$44,051	Level C \$44,051	Z
\$44,052 - \$45,540	Level D \$45,540	Z
\$45,541 - \$47,644	Level E \$47,644	Y
ATP Levels 4 & 5	RC Grade 3	
< \$49,625	Level A \$49,624	Z
\$49,625 - \$51,197	Level B \$51,197	Z
\$51,198 - \$52,333	Level C \$52,333	Z
\$52,334 - \$53,830	Level D \$53,830	Z
\$53,831 - \$55,176	Level E \$55,176	Y
ATP Level 6	RC Grade 4	
< \$56,844	Level A \$56,843	Z
\$56,844 - \$58,710	Level B \$58,710	Z
\$58,711 - \$60,692	Level C \$60,692	Z
\$60,693 - \$63,280	Level D \$63,280	Z
\$63,281 - \$65,914	Level E \$65,914	Y
ATP Levels 7 & 8	RC Grade 5	
< 69,068	Level A \$69,067	Z
\$69,068 - \$72,199	Level B \$72,199	Z
\$72,200 - \$74,691	Level C \$74,691	Z
\$74,692 - \$77,275	Level D \$77,275	Z

\$77,276 - \$80,026	Level E	\$80,026	Y
ATP Level 9	RC Grade 6		
< \$83,065	Level A	\$83,064	Z
\$83,065 - \$85,098	Level B	\$85,098	Z
\$85,099 - \$87,517	Level C	\$87,517	Z
\$87,518 - \$89,937	Level D	\$89,937	Z
\$89,938 - \$92,360	Level E	\$92,360	Y
ATP Level 10	RC Grade 7		
< 93,776	Level A	\$93,775	Z
\$93,776 - \$96,156	Level B	\$96,156	Z
\$96,157 - \$98,549	Level C	\$98,549	Z
\$98,550 - \$100,955	Level D	\$100,955	Z
\$100,956 - \$103,410	Level E	\$103,410	Y

Transitional / Progressional Code

- Y. Employees transfer across to the new rate of pay at the maximum incremental level and will complete their annual Performance Development Scheme on the anniversary of their transition onto the new Classification Structure.
- Z. Employees will be eligible to progress to the next incremental level within each grade, on the anniversary of the implementation of the new Classification Structure, subject to the outcome of an Annual Performance Review. Former RIC ATP Employees currently paid remuneration above the relevant RailCorp grade

To confirm the grading of the position in the RailCorp Classification Structure, a RailCorp job evaluation process will evaluate the current approved Position Description.

If the job evaluation identifies that a position should be classified in the RailCorp Classification Structure at a higher grade, the Employee will translate to the new grade and the appropriate remuneration level within the grade.

If the review identifies that a position should be classified in the RailCorp Classification Structure at an equivalent grade (i.e. the Employee's remuneration is above the grade pay points), the Employee will retain the existing remuneration rate (subject to Clause 9.5.1) and continue to receive future EA increases.

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

- will continue to be paid that higher rate of pay by way of a personal salary whilst ever they are employed in a position that has been classified and graded at that level in the Structure,
- will continue to receive increases in rates of pay under future Enterprise Agreements;
- will retain their existing personal salary and transitional grade for promotion and redeployment purposes; and

- may request a job evaluation be undertaken for their position. In the event that the job evaluation results in an increase in the grading of the Employee's position, the Employee will, based on their existing rate of pay, be placed in the regraded position at the appropriate increment in the new grade.

RailCorp Classification Structure Performance Development Scheme

RailCorp Grades 1 to 5

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

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

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

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

Employees can only progress one incremental level each year.

Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

RailCorp Grades 6 and 7

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

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

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

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

Where the Employee is deemed not satisfactory against their performance plan, and incremental progression is not approved, the Employee will be notified in writing. The Employee will have 14 days in which to lodge an appeal with their General Manager Human Resources if they wished to contest that decision. Should the decision/ determination of the General Manager, Human Resources be disputed, the issue may be referred to an independent Management Coach or

another person with appropriate skills and competency in Performance Management application. The decision of the third party will be Final.

Employees can only progress one incremental level each year.

Employees cannot be incrementally regressed as a result of their annual performance assessment, regression can only arise out of disciplinary action having been initiated.

Appointment and Promotion

Existing Employees will transition to the new RailCorp Classification Structure in accordance with the provisions of the Tables set out above.

Employees who are promoted after the implementation of the RailCorp Classification Structure will be eligible to progress to the next incremental step within that grade on the anniversary of their date of promotion.

New Employees will be eligible to progress to the next incremental step on the anniversary of the date of their employment in RailCorp.

Conversion of ATP Rates of Pay to Base Rates of Pay

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

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

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

Annual Leave Loading / Superannuation

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

- (a) Annual Leave Loading
 - (i) annual leave loading will be paid on a pro rata basis when Employees take their annual leave;
 - (ii) the annual leave loading payment is capped at \$1,325 per annum for Employees whose base salary, comprising of base pay and industry allowance is \$98,743 per annum.

(b) Superannuation

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

Other Conditions of Employment**First Aid Allowance**

Employees who are qualified and who are nominated to be in charge of a first aid kit and serving more than 25 Employees per shift will be paid a first aid allowance at the rate of \$2.30 per shift.

Higher Duties

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

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

Shiftwork

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

- | | |
|-------------------------|------------------------|
| 1. <i>Early morning</i> | <i>\$2.69 per hour</i> |
| 2. <i>Afternoon</i> | <i>\$2.69 per hour</i> |
| 3. <i>Night</i> | <i>\$3.17 per hour</i> |

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

Variations to Normal Daily Hours Arrangements

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

On Call Allowance

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

Overtime

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

Travelling Time / Excess Travelling time

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

Position Reviews for SRA Professional Officers / Engineers

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

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

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

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

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

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

Where, as a result of the review:

the Employee's position description remains unchanged; and

the evaluation of that position remains unchanged,

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

Where, as a result of the review:

the Employee's position description remains unchanged, and

the position is evaluated upwards,

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

Where, as a result of the review:

the position description is changed; and

the position is evaluated upwards

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

Where, as a result of the review:

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

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

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

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

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

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

Australian Fair Pay and Conditions Standard

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

Grievance Procedure

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

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

- 6.10 Should the Grievance Procedure fail to resolve a concern, the **Employee**, RailCorp or the relevant Rail Union may request the AIRC to make a recommendation. The parties agree to accept the recommendation of the AIRC. The determination of the AIRC is final.
- 6.11 At any stage of the Grievance Procedure, an Employee is entitled to be represented by a person or organisation of their choice.

Dispute Resolution

This Dispute Settlement Procedure (DSP) provides a fair, timely and mutually binding process for preventing, minimising and resolving any disputes under this Agreement that arise between the parties to the Agreement. Wherever possible, matters will be resolved by direct consultation and negotiation at the workplace.

It is the parties' objective to avoid any interruption to services and the performance of work.

At any stage in the process, a party may elect to be represented by any person or organisation of their choice.

If the dispute relates to a reasonable concern about an imminent risk to health or safety of an Employee, the relevant Employee will perform other available work within their skill and competence without loss of pay while the dispute is being resolved.

Except as provided in Clause 6 of the Memorandum of Agreement, all disputes will be resolved through the steps outlined below.

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

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

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

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

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

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

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

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

Subject to their legal rights of appeal, the parties agree to be bound by any outcome imposed by the Commission.

The parties may agree to extend the timeframes in Steps 3 to 5 if that will assist in the resolution of the dispute. Agreement to do so will be confirmed in writing.

In the interests of accelerating the dispute resolution process, some of the steps may be avoided by mutual agreement, allowing the parties to seek the assistance of the appropriate Panel member of the AIRC at an earlier stage.

If it is decided to refer the matter to the Australian Industrial Relations Commission, the referral must take place within 72 hours of completing Step 5. A copy of the notification must be forwarded to all relevant parties.

The status quo will be maintained while the dispute resolution process is being followed. For this purpose "status quo" means the arrangements in place immediately prior to the change that gave rise to the dispute.

Nothing in this DSP prevents any party from entering into direct negotiations at any stage.

The timeframes outlined in Steps 1 to 5 and in 10.9 exclude weekends and public holidays.

Where RailCorp is in dispute with a union or matters have failed to be resolved via Consultation, the parties will follow the procedures set out herein.

Continuity of Employment

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

Signatures

Date

Signed for and on behalf of the

**RAIL CORPORATION,
NEW SOUTH WALES**

Chief Executive
Rail Corporation New South Wales

Signed for and on behalf of the

**ASSOCIATION OF PROFESSIONAL
ENGINEERS, SCIENTISTS &
MANAGERS, AUSTRALIA**

Signed for and on behalf of the

**AUSTRALIAN MUNICIPAL,
ADMINISTRATIVE, CLERICAL &
SERVICES UNION**

Signed for and on behalf of the

**COMMUNICATIONS, ELECTRICAL,
ELECTRONIC ENERGY, INFORMATION,
POSTAL, PLUMBING & ALLIED
SERVICES UNION OF AUSTRALIA**

Signed for and on behalf of the

**AUSTRALIAN RAIL, TRAM & BUS
INDUSTRY UNION**

Signed for and on behalf of the

AUSTRALIAN WORKERS UNION

ANNEXURE A—COVERAGE UNDER NEW RAILCORP CLASSIFICATION STRUCTURE

1 RIC Classification Structures

A. Employees covered under the following section(s) of the RIC 2002 Enterprise Agreement will transition across onto the new Classification Structure.

- Section 4 ATP—*Except for* Employees subject to *continuous* shiftwork arrangements *namely Technical Specialists, including Mechanical Technical Specialists, Network Controllers, Infrastructure Controllers and Shift Managers, Botany Bay / Cooks River.*

2 SRA Classification Structures

BA. Employees covered under Classification Structures included in the SRA Functional Agreements listed hereunder will transition across onto the new Classification Structure.

Managerial Functional Agreement—2000
 Information Technology Functional Agreement—2000
 Clerical and Admin Staff Functional Agreement 1999 /
 Clerical and Admin Staff Functional Agreement Variation 2000
 Train Crew Scheduling Rostering and Assignment Functional Agreement 2000
 Professional Officers Functional Agreement 2000
 Employees formerly covered under the Australian Rail Training Functional
 Agreement 2000 who are now covered under Clerical & Admin Staff Functional
 Agreement(s) 1999 / 2000

SCHEDULE 2D - Position Reviews for SRA Professional Officers / Engineers

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

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

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

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

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

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

Where, as a result of the review:

the Employee's position description remains unchanged; and

the evaluation of that position remains unchanged,

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

Where, as a result of the review:

the Employee's position description remains unchanged, and

the position is evaluated upwards,

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

Where, as a result of the review:

the position description is changed; and

the position is evaluated upwards

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

Where, as a result of the review:

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

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

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

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

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

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

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

SCHEDULE 2E - FORMER SRA CLASSIFICATIONS

		1.04.07	1.04.08	1.04.09
Managerial Grade 3	Level 3A	\$96,684	\$100,551	\$104,573
	Level 3B	\$101,100	\$105,144	\$109,350
	Level 3C	\$105,519	\$109,740	\$114,130
	Level 3D	\$109,943	\$114,341	\$118,915
	Level 3E	\$114,360	\$118,934	\$123,691
Managerial Grade 4	Level 4A	\$102,796	\$106,908	\$111,184
	Level 4B	\$109,988	\$114,388	\$118,964
	Level 4C	\$117,366	\$122,061	\$126,943
	Level 4D	\$124,639	\$129,625	\$134,810
	Level 4E	\$131,938	\$137,216	\$142,705
Managerial Grade 5	Level 5A	\$118,064	\$112,787	\$127,698
	Level 5B	\$124,799	\$129,791	\$134,983
	Level 5C	\$131,721	\$136,990	\$142,470
	Level 5D	\$138,548	\$144,090	\$149,854
	Level 5E	\$145,373	\$151,188	\$157,236

		01.04.07	01.04.08	01.04.09
	Prof. Officer 1(a) A	\$47,358	\$49,252	\$51,222
	Prof. Officer 1(a) B	\$48,640	\$50,586	\$52,609
	Prof. Officer 1(a) C	\$50,265	\$52,276	\$54,367
	Prof. Officer 1(a) D	\$52,333	\$54,426	\$56,603
	Prof. Officer 1(a) E	\$53,830	\$55,983	\$58,222
	Prof. Officer 1(b) A	\$57,035	\$59,316	\$61,689
	Prof. Officer 1(b) B	\$59,984	\$62,383	\$64,878
	Prof. Officer 1(b) C	\$63,352	\$65,886	\$68,521
	Prof. Officer 1(b) D	\$66,357	\$69,011	\$71,771
	Prof. Officer 1(b) E	\$70,900	\$73,736	\$76,685
	Prof. Officer 2A	\$72,571	\$75,474	\$78,493
	Prof. Officer 2B	\$74,571	\$77,554	\$80,656
	Prof. Officer 2C	\$76,941	\$80,019	\$83,220
	Prof. Officer 2D	\$80,423	\$83,640	\$86,986

	Prof. Officer 2E	\$82,369	\$85,664	\$89,091
	Snr Professional Officer 1A	\$83,099	\$86,423	\$89,880
	Snr Professional Officer 1B	\$86,318	\$89,771	\$93,362
	Snr Professional Officer 1C	\$89,539	\$93,121	\$96,846
	Snr Professional Officer 1D	\$92,797	\$96,509	\$100,369
	Snr Professional Officer 1E	\$96,054	\$99,896	\$103,892
	Snr Professional Officer 2A	\$96,685	\$100,552	\$104,574
	Snr Professional Officer 2B	\$100,280	\$104,291	\$108,463
	Snr Professional Officer 2C	\$103,875	\$108,030	\$112,351
	Snr Professional Officer 2D	\$107,132	\$111,417	\$115,874
	Snr Professional Officer 2E	\$110,389	\$114,805	\$119,397